



MENDOCINO COUNTY CHIEF EXECUTIVE OFFICER  
CARMEL J. ANGELO  
REPORT TO THE BOARD  
APRIL 28, 2020

# The CEO Report

April 28, 2020

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### Contact Information:

Office: (707) 463-4441

Fax: (707) 463-5649

Email:

[ceo@mendocinocounty.org](mailto:ceo@mendocinocounty.org)

Website:

[www.mendocinocounty.org](http://www.mendocinocounty.org)

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## Executive Office Update

The Executive Office continues to operate remotely in these challenging times. Employees have been supplied with technology that will enable them to carry on County business while observing the shelter in place order provided by our Public Health Officer. All phone calls and emails are answered and responded to promptly. The mail delivery and internal departmental mail is sorted and delivered every afternoon. The fiscal team is working through the COVID fiscal impact, 3<sup>rd</sup> quarter report which will be presented on May 5, 2020, as well as putting together a balanced budget for FY 20-21.

### Clerk of the Board

The Clerk of the Board staff have diligently worked to ensure that the business of the Board of Supervisors is maintained to the best of their ability, working tirelessly to implement virtual meeting guidelines and processes, continuing to administer and execute the records of the Board, and improve upon the civic engagement during these challenging times.

Since California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic, Clerk of the Board staff have implemented measures that allow public participation while also maintaining the orderly conduct of the meetings. Currently, citizens may participate in the meetings via teleconference by submitting requests to telecomment, submit an eComment that directly attaches to agenda items in real time, or submit an email to the Board which is attached to each meeting and made part of the public record. Further, each Board meeting is broadcast live via YouTube and Granicus and for citizens in the Ukiah Valley. They can also watch on Comcast channels 3, 64, & 65. For more information regarding the Board of Supervisors Agendas and public comment, please visit:

<https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>

<https://www.mendocinocounty.org/government/board-of-supervisors/agendas-and-minutes>

## Executive Office Update - Continued

### Information Services

Information Services has played an instrumental part in the evolving events since the declaration of emergency in early March. Since that time, they have deployed the Alternate Emergency Operations Center (EOC), the Emergency Operations Center in a new and expanded facility, relocated operational sections of the EOC to allow for social distancing, and assisted each department with ensuring their employees have adequate resources to telework (setting up VPN accounts, configuring laptops, and video conferencing equipment). The Information Services team has also provided dedicated support to all the virtual meetings necessary in order for the County to provide services to the community, as well as to support related to the coordinating of each virtual Board of Supervisors meeting.

### Central Services

Central Services also serves as the Logistics Section Chief in the EOC and has provided full support since the declaration of emergency. They have done this while also providing uninterrupted service to the County, including ensuring the County's purchasing and procurement program is supported, the mail is processed timely, the warehouse inventory is maintained, etc. Their dedication to ensuring that the EOC is provided efficient and timely support while managing the County's entire Central Services Division is commendable.

### Retirement Announcement

After nearly 30 years of County Service, Janet Clark has retired from County service. Although her Executive Office family is happy for her and wishes her well, she will be tremendously missed. Janet started her career with the County in 1994, with the Sheriff's Office. Janet joined the Executive Office team in 2008, and has been the "mother" of the office since that time. Given the circumstances related to the COVID-19 shelter in place, an event celebrating Janet and her retirement will be planned at a later date. Please join me in wishing Janet well wishes on her new adventures!

## Whitmore Lane Alternate Care Site Update

In March, 2020, the Chief Executive Officer, acting in capacity as Director of Emergency Services, issued an order commandeering a vacant skilled nursing facility located at 131 Whitmore Lane, Ukiah. This facility establishes surge capacity as an emergency protective measure related to the COVID-19 pandemic for emergency congregate shelter and housing for members of the public, including but not limited to housing individuals awaiting test results or in quarantine due to having the virus. The site is leased for six months, with an option to extend. The monthly lease rate of \$31,550 is approximately \$415 per bed, per month. The building had been vacant for an extended period of time, and work has been completed to re-establish utility services and ensure full functionality. After-the-fact authorization to establish a Capital Improvement Project for this work will be brought to the Board at a forthcoming meeting. A copy of the lease is attached.



OFFICE OF EMERGENCY SERVICES  
COVID-19

Visit the County's webpage for information on COVID-19 at:

<https://www.mendocinocounty.org/community/novel-coronavirus>

## Human Resources Update

### **Covid-19 Response and Statistics**

Risk Management and Human Resources has provided guidance on facial coverings for County employees in preparation for the implementation of the Facial Coverings Order by the Health Officer going into effect Friday, May 1, 2020.

MCERA provided guidance on retirees who could return to work, waiving the 180 day break-in-service waiting period requirement and lifting the cap of working 960 hours for COVID-19 related emergency response and recovery. Human Resources is administering the guidance.

Below are the numbers of County employees who have used the Emergency Paid Sick Leave, Emergency FMLA (for child care), and Advanced Sick Leave since the availability of the benefits on April 1, 2020:



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the latest Mendocino County News  
by visiting:  
[www.mendocinocounty.org](http://www.mendocinocounty.org).

### **Emergency Paid Sick Leave (EPSL) for Employee Personal use only:**

- Currently on sick leave: 10
- Returned to work from sick leave: 15
- Total employees: 25

### **FMLA/EPST for Child Care Reasons:**

- Continuous leave: 11
- Intermittent Leave: 18
- Total employees: 29

### **Advanced Sick Leave:**

- Total employees: 11

## Planning and Building Services (PBS) Update

Brent Schultz, Director of Planning and Building Services, submits the attached memo to update the Board of Supervisors of the status of projects and work in the Planning Department.

## Health and Human Services Update

Tammy Moss Chandler, Director for Health and Human Services (HHSA) submits the attached Agency Status Report. This update outlines the services that HHSA is providing through the COVID-19 event.



## Animal Care Services Update

### Income Statistics

March 1, 2020, through March 31, 2020

- Three animals received for quarantine at the Animal Shelter
- Four dead animals received for disposal
- Four feral cats received
- Two animals received for rabies specimen testing
- Two owned animals received by Animal Control or Police/owner in custody
- Six owned animals impounded in the field or came in over the counter
- 20 owner surrendered animals received
- 42 stray animals received from by Animal Control, Police or came in over the counter from citizens
- Total of 83 animal(s) received at the Animal Shelter



*To view pictures and bios of the Animal Shelter's wonderful adoptable cats and dogs, visit*

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

### Outcome Statistics

March 1, 2020, through March 31, 2020

- Three cats adopted
- 20 dogs adopted
- No other animals adopted
- 15 ill/failure to thrive animals died or euthanized at shelter
- Four dead animal disposals
- Two animals sent off to laboratory for rabies testing
- Zero owner/surrender animals euthanized
- Four trap, neuter and return to field cats
- 25 return to owner animals
- 16 animals transferred to other rescue organizations
- Total of 89 animals departed the Animal Shelter

## Upcoming Board Meetings

Regular Meeting	May 5, 2020
Regular Meeting	May 19, 2020

## Dates of Interest

County Holiday	May 25, 2020
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## Boards and Commissions Vacancies\*

Board Name	Position
Little River Airport Advisory Committee	Pilot
Little River Airport Advisory Committee	Pilot
Little River Airport Advisory Committee	Non-Pilot Alternate
Mendocino County Planning Commission	At-Large Agricultural Representative
Community Development Commission	District 5 Representative
Mendocino – Little River Cemetery District	Trustee
Museum Advisory Board	Mendocino County Historical Society Member

\* Anticipated vacancies

Please note: Anticipated vacancies include expiring terms; the incumbent of the expiring term may apply for reappointment and/or may continue to serve in their capacity until replaced. California Government Code requires public noticing for all expiring terms regardless of the incumbent's intention to apply for reappointment.

## Attachments

1. Whitmore Lane Lease
2. Planning and Building Services Status Report
3. Health and Human Services Agency Status Report
4. Ongoing list of Boards and Commissions Vacancies

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



Regular Board Meeting



County Holiday

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## LEASE AGREEMENT

THIS LEASE (the "Lease"), is dated for reference purposes as of the 23rd day of March, 2020, is by and between the **County of Mendocino**, a political subdivision of the State of California, hereinafter referred to as Lessee, and **Joseph U. Pallivathucal and Thresiamma J. Pallivathucal, Trustees of the Joseph U. Pallivathucal and Thresiamma J. Pallivathucal 2014 Revocable Trust dtd 10-13-14**, hereinafter referred to as Lessor.

### WITNESSETH:

1. That on the terms and conditions hereinafter expressed, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain real property located in Mendocino County, California, owned by Lessor, and located at 131 Whitmore Lane, Ukiah, California (approximately 24,800± square feet) (the "Premises") which is more particularly described in **Exhibit A**. The term "Premises" shall include (a) all buildings, structures, parking and other improvements located thereon, (b) all furniture, fixtures and equipment (collectively "FF&E") as specified in **Exhibit B**, (c) all appurtenant rights to include Lessee's access to the Premises at all times, and (d) all easements, licenses and rights of way, whether of record or not, that benefit the use and enjoyment of the Premises, all as of the date of this Lease. Parking spaces, upon commencement of this Lease, shall be unobstructed and completely accessible for Lessee's use. Lessor shall be allowed to store personal items in a small locked closet located near the entrance of the Premises and Lessee shall only enter such storage space in an emergency.
2. This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.

This Agreement is also entered into pursuant to the March 22, 2020 issuance by Lessee of that certain **ORDER OF THE COUNTY EXECUTIVE OFFICER AS DIRECTOR OF EMERGENCY SERVICES COMMANDEERING PROPERTY LOCATED AT 131 WHITMORE LANE IN UKIAH, CALIFORNIA FOR TEMPORARY RESIDENCES AND MEDICAL FACILITIES** (the "Order"). The Lessee is entering into this Lease is to secure the Premises for uses under the Order related to the 2020 COVID 19 (coronavirus) pandemic ("COVID-19") as an emergency protective measure, to establish an alternate care site and provide emergency congregate shelter and housing for members of the public, including, but not limited to, housing individuals who need to be in (A) isolation while waiting for test results, or (B) quarantine due to having the virus but are not exhibiting symptoms that

require placement in a hospital, and for any other related purpose (the "Purpose"). Other than to the extent expressly stated herein, Lessee shall be solely responsible for the operation and servicing of the Premises. Lessor acknowledges and authorizes Lessee and its officers, employees, agents, invitees, and other necessary parties, to access, occupy and use the Premises for the Purpose, along with persons needing services and care. All provisions of this Lease shall be read and construed in a manner that is consistent with this stated purpose.

3. The term of this Lease shall be for a period of six (6) months, commencing March 23, 2020 (the "Initial Term").
4. The rental shall be the sum of Thirty One Thousand Five Hundred Fifty Dollars (\$31,550.00) per month, payable in advance by the tenth (10th) day of each and every month. The rent payment shall be prorated on a daily basis for any portion of a month during the Initial Term and any Lease Extension (hereinafter defined). This is a net-net-lease. As additional rent, Lessee shall be responsible for the payment of all utilities, repairs and maintenance, and insurance to include but not limited to liability and property. All rent payments shall be made as specified in Exhibit C.

Lessor and Lessee understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of the Premises under this Lease in exchange for access to or use of the Premises. Lessor and Lessee also understand that they have not entered into any agreements with the occupants of the Premises related to the use of the Premises. The occupants of the Premises are not persons who hire any dwelling unit from Lessor or Lessee within the meaning of California Civil Code section 1940.

5. Lessor shall provide operational hand-off with instructions as needed and as of the date of this Lease, the Premises shall be completely vacated and no staff, including contractors, of Lessor will be permitted to enter without prior authorization from Lessee.
6. If Lessee shall not have been in default hereunder, Lessee shall have the option to extend this Lease for one (1) period of six (6) months, upon the same terms and conditions as set forth herein (the "Lease Extension"). Said option shall be exercised by written notice thereof given to Lessor by Lessee by certified mail at any time thirty (30) days prior to the expiration of the Initial Term to the address contained in the Notice section 17 of this Lease.
7.
  - a. Lessee shall have the right to cancel the Lease upon thirty (30) days' written notice to Lessor.

- b. Lessee may, at its sole discretion, upon State legislation or local budgetary directives effecting changes in funding or manning tables of County programs resulting in elimination or decrease in space requirements, relinquish space and be entitled to full cancellation of this Lease.
  - c. Lessor's failure to perform or observe any term, covenant or condition of this Lease shall constitute an event of default under this Lease. Lessee shall have the right to immediately terminate this Lease in the event of default, or seek any other relief it may be entitled to under law or equity.
  - d. This Lease may be amended by the parties hereto, and may be canceled by mutual written consent.
8. During the first month of this Lease term, Lessor agrees to repair and or replace, at Lessor's own cost, a roof mounted HVAC unit. Lessee has undertaken repair of two water heaters and may separately undertake certain work to repair and/or upgrade the existing switch and connection for the backup generator to the facility. Lessee shall be entitled to a reduction in rent equal to the amount of the cost spent on repairs or upgrades specified in the previous sentence. Lessee agrees to provide its assistance to coordinate any needed building permit(s) for these repairs and replacements. With the exception of these repair and replacement items, Lessee is accepting the Premises and the FF&E, in its current condition, without any reservations whatsoever, and in reliance upon its own investigations and due diligence. Lessee agrees that Lessor makes no representation or warranty, express or implied, that the Premises are fit for use by Lessee for the Purpose (or any purpose). Lessee acknowledges that Lessee is assuming the entire risk with respect thereto and will be responsible for compliance at its sole costs and expense with all applicable standards and provisions of any applicable county, city, state and federal law, rule or regulation relating to the use and occupancy by Lessee. Lessee acknowledges that the Premises are being leased to Lessee in "AS IS – WHERE IS, WITH ALL FAULTS," condition, in the broadest sense of the term, with no representations or warranties whatsoever, express or implied, as to the condition of the Premises (or any part thereof) except as provided above. Lessee may relocate the FF&E to different rooms within the Premises as needed in order to best utilize the Premises for the Purpose, and may relocate the FF&E to other locations if Lessee determines that use of certain FF&E at other locations will maximize Lessee's resources during the COVID-19 pandemic.
9. The following terms and conditions shall apply to Lessee:
- a. Lessee shall be obligated to keep the Premises in good repair including but not limited all buildings, the sidewalks adjacent thereto, electrical and other utility services, and parking areas comprising the premises. Lessee



agrees to pay the expense of all heating, water, electricity, and utilities of every sort used, and janitorial work, to include any routine changing of light bulbs, in and on the Premises, all maintenance and repair of the Premises during the term of this Lease, and as the same may be extended, all at Lessee's sole cost and expense. Lessee agrees to make provision for the disposal of all refuse and garbage (including medical and other hazardous waste) from the Premises in accordance with all applicable laws and regulations at Lessee's sole cost and expense. In addition, Lessee acknowledges that the Premises are not, and have not for some considerable time, been in use for any purpose, and that accordingly Lessee assumes sole responsibility for ensuring that all utility systems (including heating systems and fire extinguishers) are safe to use. Except as provided in paragraph 8, Lessee will be solely responsible for all costs of any necessary inspections or certificates or approvals as well as any repairs, alterations, or improvements necessary to obtain such certificates or approvals.

- b. Except as specified above with respect to utility systems, Lessee may not make any change or addition or alteration to the Premises without Lessor's consent in writing first had and obtained, which consent shall not be unreasonably withheld. All locks or bolts, alterations or improvements permanently affixed to, or made upon the Premises by either of the parties, shall be and become property of Lessor and shall remain upon and be surrendered with the Premises as a part thereof upon the termination of this Lease. Lessee's fixtures and improvements (not to include the FF&E) not permanently attached to the Premises by Lessee may be removed by Lessee upon expiration or termination of this Lease, provided that, Lessee shall be responsible for any damage to the Premises occasioned by such removal. In the event Lessee installs its own locks and/or bolts and removes the locks and/or bolts upon termination of the Lease, Lessee at Lessee's sole cost and expense shall replace its locks and/or bolts with the original hardware or alternate hardware satisfactory to Lessor and restore doors and door frames to their original condition. Lessee has permission to install a burglar alarm, a fence, and or other security systems and contract for alarm monitoring services. All equipment installed for the purpose of burglar or security systems (including the fence) will be removed by Lessee upon expiration or termination of this Lease with any repairs necessary to return the Premises in the same condition as of the commencement of the Lease.
- c. Lessee shall have the ability to assign this Lease to other state, local or federal government entities without Lessor's consent; or to specified non-profit organizations with Lessor's consent, which consent shall not be unreasonably withheld. Furthermore, Lessee shall have the ability to permit and allow specified members of the public to occupy the Premises as part of the County's response to the COVID-19 outbreak.

- d. Lessee shall and will peaceably and quietly surrender and yield up unto the Lessor on the last day of said term, or as the same may be extended, or other sooner termination of this Lease, the Premises, improvements and FF&E thereon in as good a state or condition as they are now, or may be put into hereinafter, reasonable use and wear and damage by the elements excepted. If the Premises and FF&E have been used by Lessee for the Purpose at any time during the term of this Lease, upon termination of this Lease (for whatever reason), Lessee shall clean the Premises and FF&E per the current health and safety protocols established by public health officials, immediately prior to vacating the Premises.
- e. If the occupied Premises are totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied Premises unusable for the purpose intended, Lessor shall effect restoration of the Premises as quickly as is reasonably possible.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to Lessee of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, Lessee, in either such event, at its option may terminate this Lease or, upon notice to Lessor, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this Lease and any other Lease between Lessor and Lessee.

In the event of any such destruction other than total, where the Lessee has not terminated the Lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten percent (10%), the Lessee shall have the option to terminate this Lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this Lease and any other Lease between Lessor and Lessee.

In the event the Lessee remains in possession of the Premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is thus precluded from occupying bears to the total net square feet in the occupied Premises.

**"Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.**

**It is understood and agreed that the Lessee or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the Lessee's request, the Lessor shall immediately identify an appropriate route through the building to access the Lessee occupied space. If the Lessor cannot identify an appropriate access route, it is agreed that the Lessee may use any and all means of access at its discretion in order to enter its occupied space.**

- f. Lessee is self-insured for all risks typically associated with Comprehensive General and Auto Liability coverage up to \$150,000. Lessee also purchases an excess liability insurance policy for an amount above the \$150,000. Additionally, Lessee is self-insured for Workers Compensation in accordance with the statutory requirements of the State of California.**

**Lessor of the Premises is included as an additional insured, but only insofar as pertains to Lessee's use of the Premises.**

**Section 990 of the Government Code of the State of California authorizes local public entities to insure these risks and Section 990.4 provides that self-insurance is one of the acceptable forms of such insurance.**

- g. If any installment of rent be not promptly paid on or before its due date as above specified, or if default shall be made on any of the other covenants herein contained on the part or behalf of the Lessee to be paid, kept, or performed, then at its option Lessor may, twenty (20) or more days after notice of such default given and not cured, terminate this Lease. Said notice of default, however, shall not be effective unless it is in writing, and specifically mentions the covenants that are being violated, and is sent pursuant to paragraph 17 hereof.**

- 10. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein occupied Premises, Lessor hereby waives the subrogation rights of the insurer, and releases the Lessee from liability for any loss or damage covered by said insurance.**

- 11. In the event the Lessee remains in possession of the Premises after the expiration of the Initial Lease term, or any extension or renewal thereof, this Lease shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the Lessee and otherwise on the terms and conditions herein specified, so far as applicable. If the Lessee gives notice of its intent to terminate this Lease early pursuant to paragraph 7, fails to vacate the Premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month,**

based on the actual number of days the Lessee occupies the Premises following the effective date of termination.

- 12.a. Lessee and Lessor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Lease that Parties to this Lease cannot presently predict. Lessee and Lessor mutually acknowledge and agree that this Lease shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Lease, the provisions of those Official Actions shall govern.
  - b. In the event that such Official Actions make occupancy and/or use of the Premises by Lessee under this Lease illegal, unlawful, or contrary to public policy, Lessee shall provide written notice to Lessor in the manner described herein, and Lessee and Lessor mutually agree that this Lease shall terminate as of the date of that Official Action, at no penalty to Lessee. In such an event, Lessee shall pay outstanding rent as due to Lessor pro-rated from the date of the Official Action, along with all other remaining sums due to Lessor, within thirty (30) calendar days from the date of that Official Action.
13. Lessor agrees that the Lessee, while keeping and performing the covenants herein contained, shall at all times during the existence of this Lease, peaceably and quietly have, hold and enjoy the occupied premises without suit, trouble or hindrance from the Lessor or any person claiming under Lessor.
14. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:
- a. Lessor/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
  - b. The Lessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Lessor will post at the job site. All prevailing wage rates shall be obtained by the Lessor/contractor from:

Department of Industrial Relations  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 8th Floor

San Francisco, California 94102  
Phone: (415) 703-4774  
Fax: (415) 703-4771

For further information on prevailing wage:  
[http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html)

- c. Lessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
  - d. Lessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
  - e. Prior to commencement of work, Lessor/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations.
15. During the performance of this Lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the Lessee to implement such article.

16. Lessor shall provide the Lessee with all information of which it has actual knowledge concerning the existence of hazardous substances, as that term is defined in such applicable law (and shall include, but not be limited to, asbestos, lead paint and mold), located on the Premises. Lessee agrees that it will comply with all applicable laws existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance. In the event Lessor or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the Lessee's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the Lessee shall indemnify, defend, and hold harmless any of these individuals against such liability, to the extent authorized by law. Where the Lessee is found to be in breach of this

provision due to the issuance or a government order directing the Lessee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the Lessee or any person acting under Lessee's direct control and authority, Lessee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by Lessor in connection with or in response to such government order, to the extent authorized by law. In the event a government order is issued naming the Lessee or the Lessee incurs any liability during or after the term of this Lease in connection with contamination which pre-existed the Lessee's obligations and occupancy under this Lease or which were not caused by the Lessee, Lessor shall hold harmless, indemnify, and defend the Lessee in connection therewith and shall be solely responsible as between Lessee and Lessor for all efforts and expenses thereto.

17. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either (a) deposited in the United States Mail, certified and postage prepaid; or (b) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required, and addressed as follows:

**If to Lessor**

Joseph U. Pallivathucal  
4104 Fern Grove Court  
Modesto, CA 95356-9370  
Phone No.: 209-576-5765 (cell)  
Email: [skyparkhc@yahoo.com](mailto:skyparkhc@yahoo.com)

With a copy which shall not constitute service to:

James N. Eimers  
Attorney and Counselor at Law  
3510 Unocal Place  
Suite 200  
Santa Rosa, CA 95403-0918  
Phone No.: 707-568-2750 (office)  
Email: [jim@eimerslaw.com](mailto:jim@eimerslaw.com)

**To Lessee**

Purchasing Agent, Executive Office  
County of Mendocino  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

Phone No.: 707-463-4441  
Email: ceo@mendocinocounty.org

Nothing herein contained shall preclude the giving of such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

18. The Lessee agrees to indemnify and hold harmless the Lessor and agrees to repair or pay for any damage proximately caused by reason of the Lessee's use of said premises during the term of this Lease, except to the extent that any such damages suffered by Lessor are the result of Lessor's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Lessor and/or where the Lessee is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the Lessee's constitutional and statutory public responsibilities.

Lessor agrees to indemnify and hold harmless the Lessee in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which Lessee may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Lessor, its employees, or any person or persons acting under the direct control and authority of the Lessor or its employees, in connection with the Lessee's occupancy of said premises under and during the term of this agreement except to the extent that any such damages or expenses suffered by Lessee are the result of Lessee's sole negligence.

All of the parties hereto shall be jointly and severally liable hereunder.

19. In the event litigation arises between the parties hereto, in connection with this lease, each party shall be responsible for their own costs and attorney fees relating to said dispute, including any lawsuit brought by either party.
20. The Parties agree that to the fullest extent possible and consistent with the designation and use of the Premises as a health emergency-related alternate care site, the Premises and the subject building constitute a mass care center, first aid station, temporary hospital annex, and a necessary facility for mitigating the effects of the COVID-19 local emergency, local health emergency, State of California state of emergency, and federally-declared national emergency, and as such should be entitled to the fullest protections and immunities available under applicable law, including California Civil Code section 1714.5.
21. Lessor agrees that in no event shall Lessee be liable to Lessor for any alleged damages to business reputation due to the use of Premises by Lessee under this Lease.

22. Lessor acknowledges and agrees that this Lease may be funded wholly or in part by federal funds, including FEMA funds. Accordingly, Lessor agrees to abide by the terms of attached **Exhibit D – Required Federal Provisions (FEMA)** and to execute the attachments D1 and D2.
23. Time is of the essence of this Lease.
24. In the event of a dispute between the Parties to this Lease regarding or related to the terms and provisions contained herein, Lessee and Lessor mutually agree that the sole venue for any such dispute shall be the Superior Court of the County of Mendocino, and that the terms and provisions of this Lease shall be interpreted under the laws of the State of California.
25. Lessee and Lessor mutually represent and warrant that they have each had the opportunity to be represented by counsel of their choice in negotiating this Lease, and therefore this Lease shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either Party, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Lease.
26. In the event any parts of this Lease are found to be void, the remaining provisions of this Lease shall nevertheless be binding with the same effect as though the void parts were deleted.
27. All the provisions of this Lease shall be binding upon, and inure to the benefit of, the respective parties hereto, their respective heirs, administrators, and assigns.
287. This Lease embodies the entire agreement between Lessor and Lessee, and may be amended (or cancelled) only in writing executed by both Lessor and Lessee. The following Exhibits are attached hereto and made a part of this Lease, and compliance with any terms therein is required as a material term of this Lease.
- a. Exhibit A – Legal Description
  - b. Exhibit B – Inventory of Furniture Fixtures and Equipment
  - c. Exhibit C – Place and Method of Payment of Rent in U.S. Dollars
  - d. Exhibit D – Required Federal Provisions (FEMA)

[See next page for signatures.]



The parties hereto have executed this Agreement in duplicate the day and year first written above.

**LESSOR**

**Joseph U. Pallivathucal and Thresiamma J. Pallivathucal 2014 Revocable Trust dtd 10-13-14**


BY:   
Joseph U. Pallivathucal, Trustee

By:   
Thresiamma J. Pallivathucal, Trustee

FEDERAL TAX ID: (to be provided under separate cover)

**LESSEE**


**COUNTY OF MENDOCINO**

By:   
**Carmel J. Angelo**  
Chief Executive Officer/Director of  
Emergency Services

**RECOMMENDED BY:**

By:   
Department Head

**PREMISES INSPECTED AND APPROVED BY RISK:**

By:   
Risk Management

**PURCHASING AGENT**

By:   
**CARMEL J. ANGELO,**  
Chief Executive Officer

**PREMISES APPROVED AS TO CONDITION:**

By:   
Facility and Fleet Division Manager (Asst)

**FISCAL REVIEW:**

By:   
Deputy CEO/Fiscal

**APPROVED AS TO FORM:**

By:   
**Christian Curtis**  
Acting County Counsel

## **Exhibit A**

### **Legal Description**

All that real property situated in the County of Mendocino, State of California, described as follows:

BEGINNING at a point on the Westerly line of that certain strip of land conveyed by L. J. Younce and Gladys Younce to the State of California, by deed recorded July 14, 1937, in Book 120 of Official Records, page 300, Mendocino County Records, distant thereon South 19° 59' 30" East, 916.65 feet from a concrete monument which bears South 70° 00' 30" West, 50.00 feet from Engineer's Station B.C. 620+08.30 of the centerline of said strip, which said station bears South 35° 45' 16" East, 4191.72 feet from a car axle 1-1/8 inches in diameter marked "D.6L.S. 2207" as shown on a map of survey filed in Map Case 1, Drawer 8, page 20 of Mendocino County Records; thence South 88° 01' 30" West, 258.00 feet; thence North 19° 15' 30" West, 210.33 feet; thence North 83° 55' 30" East, 250.00 feet to a point on said Westerly line of said strip so conveyed to the State of California; thence South 19° 59' 30" East, 230.00 feet along said Westerly line to the point of beginning.

APN: 184-044-10-00

## **Exhibit B**

### **Inventory of Furniture, Fixtures and Equipment**

#### **Furniture, Fixtures and Equipment**

<b>Beds</b>	<b>76</b>	
<b>Bedside Tables</b>	<b>69</b>	
<b>Moveable Chest of drawers</b>	<b>80</b>	
<b>Bedside Commodes</b>		
<b>Wheelchairs</b>	<b>5</b>	
<b>Shower Chairs</b>	<b>2</b>	
<b>Glove Dispensers</b>	<b>50 (mostly full)</b>	
<b>Sharps Containers</b>	<b>6</b>	
<b>Paper Towel Dispensers</b>	<b>40 (mostly full)</b>	<b>2 in boxes (in storage building)</b>
<b>Soap Dispensers</b>	<b>40 (mostly full)</b>	<b>8 in boxes (in storage building)</b>
<b>Hand Sanitizers Dispensers</b>	<b>6 (mostly full)</b>	
<b>Commercial Coffee systems</b>	<b>2 (one kitchen, one break room)</b>	
<b>Eye wash stations</b>		
<b>Trash/Linen Cart</b>	<b>1</b>	
<b>Dirty Linen Bins</b>	<b>4 large/2 small</b>	
<b>Mop &amp; Bucket</b>	<b>2</b>	
<b>Dining Tables (various)</b>	<b>19</b>	
<b>Dining Chairs</b>	<b>79</b>	
<b>Office Desks/Tables</b>		
<b>Office Chairs</b>		
<b>Filing Cabinets (various)</b>		
<b>Book/Wire Shelving units</b>		
<b>Conference Table</b>	<b>1</b>	
<b>Kitchen Equipment</b>		
<b>Serving Equipment</b>		
<b>Food Bins</b>		

## **Exhibit C**

### **Place and Method of Rental Payments in US Dollars**

1. To Jonathan Harris, Lessor's broker, by electronic payment directly into an account, the description of which Mr. Harris will supply, \$550.00 per month;
2. The remainder, by electronic payment directly into an account, the description of which Mr. Pallivathucal will supply.

## **EXHIBIT D**

### **REQUIRED FEDERAL PROVISIONS (FEMA)**

#### **I. DEFINITIONS**

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.
- D. Agreement** shall mean the Lease.
- E. Contractor** shall mean the Lessor under the Lease.

#### **II. FEDERAL CHANGES**

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **III. ACCESS TO RECORDS**

- A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- D.** The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in the Agreement.

#### **IV. DEBARMENT AND SUSPENSION**

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its

principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment D1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment D1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

**V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13,

1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

**VII. ANTI-KICKBACK ACT COMPLIANCE** (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4)) Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**VIII. DAVIS-BACON ACT COMPLIANCE** (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 14 of the Agreement.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at [www.wdol.gov](http://www.wdol.gov). Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Mendocino." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

**IX. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

#### **X. NOTICE OF REPORTING REQUIREMENTS**

- A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS**

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:



- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XII. PATENT RIGHTS** (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A.** General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

**XIII. ENERGY CONSERVATION REQUIREMENTS**

- A.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XIV. CLEAN AIR AND WATER REQUIREMENTS** (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C.** The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**XV. TERMINATION**

See Paragraph 7 of the Agreement.

**XVI. XVII. CHANGES.**

See Paragraph 26 of the Agreement.

**XVII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)**

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. Contractor agrees to the provisions of Attachment D2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XVIII. MBE / WBE REQUIREMENTS**

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

**PRIME CONTRACTOR RESPONSIBILITIES**

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

**"GOOD FAITH" EFFORT PROCESS**

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

**XIX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

**XXI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**XXII. DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

## **Attachment D1**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

#### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Contractor Signature

---

Date

**Attachment D2**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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Contractor Signature

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Date



## COUNTY OF MENDOCINO

### DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482  
120 WEST FIR STREET • FORT BRAGG • CALIFORNIA • 95437

BRENT SCHULTZ, DIRECTOR  
PHONE: 707-234-6650  
FAX: 707-463-5709  
FB PHONE: 707-964-5379  
FB FAX: 707-961-2427  
pbs@mendocinocounty.org  
www.mendocinocounty.org/pbs

## MEMORANDUM

DATE: APRIL 23, 2020

TO: CARMEL ANGELO, CEO AND BOARD OF SUPERVISORS

FROM: BRENT SCHULTZ, DIRECTOR PLANNING AND BUILDING SERVICES

SUBJECT: PLANNING AND BUILDING SERVICES STATUS REPORT

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### Overall Staffing

- We currently have 4 staff full time at the EOC and 6 vacant positions.

### Building Division

- We typically issue 70-80 permits per week and we are now down to 8-10 permits issued per week. People are not able or unwilling to pay for the permits, although staff has notified numerous applicants of permits ready to issue.
- We are receiving 40 - 60 permit applications per week through E-Permitting, mailed in plans and e-mail. We just added a permit application and plans drop box at both Ukiah and Fort Bragg offices and received two new home plan application submittals.
- Loss of the public counter, and impact of health event, has significantly reduced our volume of permits issued; however staff continue to complete outstanding planchecks on time.

### Planning Division

- The first virtual meeting Planning Commission meeting was held on April 16, 2020 and was a success. We are working on new methods for greater public participation for future meetings.
- Administrative & Planning staff are processing approximately 25 discretionary actions for public meetings in April and May.
- We have received extensive Coastal Commission staff comments on our Coastal Cannabis and ADU ordinance(s). We will soon meet with them to work through comments received.
- We have responded to comments from HCD staff on our draft Housing Element
- Board adopted reduced fees for Home Occupation business license applications and Mendocino Historic Review Board sign copy approval at the April 20, 2020 meeting. Staff is working on new Home Occupation on-line permit application.

### **Code Enforcement**

- 100% of operation is addressing health order violation complaints.
- A total of 20 health order violations are investigated per week by code staff. Code receives an average of 40 citizen complaint calls per week on health order violations.
- 90% of the violation complaints are on vacation rentals in the coastal area.

### **Cannabis Division**

- We continue to process active phase I applications (approx. 900) and renewals and permit transfers.
- Our new streamlined process for criminal history background checks continues and is working well with the DA.
- County was awarded \$2.2 million of Cannabis Equity Grant Funding from California Governor's Office of Business and Economic Development (GO-Biz) on April 20, 2020. Those eligible for this grant funding will have access to services including tiered or waived fees, technical assistance, loans or grants to assist with regulatory compliance and employment training. County looks forward to continued collaboration with academic and industry partners to finalize and implement the Mendocino County Equity Program this summer. The County will enter into an agreement with GO-Biz by the end of June for the awarded equity funding.

### **Economic Development – COVID-19**

- Staff is working with our consultant to get \$2.3 million of CDBG funds allocated for Micro-Enterprise technical assistance, forgivable loans and a new proposed web access and infrastructure improvements. First step is to award \$500,000 to West Development Center in May 2020 to start Micro-Enterprise assistance for local businesses. Additional application and necessary Board resolutions will be forthcoming to apply for and receive allocation of remaining funds from both the COVID Economic Development Funding, and through the CDBG NOFA released for 2020.





## **Health and Human Services Agency Status Report**

### **April 24, 2020**

#### **Behavioral Health & Recovery Services**

- Continues to provide Substance Use Disorder Treatment services to clients via telephone, telehealth, limited in-person contact, and continues to provide drug testing services.
- Contracted providers have continued to provide mental health services through the use of telephone and telehealth for counseling and medication services; face-to-face and crisis services are provided while adhering to social distancing requirements and using Personal Protective Equipment.
- Opened a Warm Line staffed by staff trained in crisis-response; providing telephone-based emotional support for Mendocino County residents who are feeling stressed, isolated, or overwhelmed. The Warm Line is currently available 7 days a week from 7:30 am to 6:00 pm at [1-707-472-2311](tel:1-707-472-2311) or toll free at 1-833-955-2510.
- Medi-Cal Expansion for Substance Use Treatment – Organized Delivery System still on schedule to begin July 1, 2020.

#### **Social Services**

##### ***Adult and Aging Services***

- Public Authority – Continues In Home Supportive Services (IHSS) provider training while maintaining all social distancing protocol.
- Contacted over 1700 IHSS clients to ensure each client has a clear understanding of the Shelter-In-Place (SIP) order and to assess any immediate needs at home, such as food, water or medications. Staff noted clients who were without a care provider and/or in need of immediate assistance and provided a report each day to IHSS for follow-up. The majority of clients reported that they were doing well, and were grateful to have received a call.
- Continues to provide critical essential services to clients
- Continues to distribute gloves to all essential IHSS Workers

### ***Family and Children's Services***

- Continues to facilitate family visits between children in foster care and their parents, siblings and other relatives virtually through phone and/or video conference. In-person visits are arranged, if appropriate, on a case-by-case basis after an assessment to ensure the health and safety of all visiting parties, supervising staff and the foster caregivers.
- Children, young adults and families involved in our dependency system continue to have support and contact with their social worker and/or other Family and Children's Services staff via telephone and video conferencing
- Dependency court hearings continue to occur with parties participating by phone, however, Family Dependency Drug Court hearings have been suspended at this time by the court.
- Continues to provide mandated services to respond to child abuse and neglect referrals and meet the needs of clients, while maintaining the safety and protection of all individuals. Social Workers conducting abuse and neglect investigations are provided with Personal Protective Equipment to wear and have also been provided with guidelines from the State to safely conduct investigations while still ensuring child safety.

### ***Employee & Family Assistance Services***

- CalFresh applications are screened for immediate need or expedited service and all necessary interviews are being conducted via telephone.
- While incoming CalFresh and CalWorks applications have increased, the State has allowed some administrative waivers to ensure that counties can process the applications in a timely manner, including the waiving of interview requirements for some CalFresh households and the expansion of telephonic signatures.
- Works diligently to ensure that changes in benefits are shared with the public, including announcing updates to CalFresh, CalWorks and Women Infant & Children (WIC) benefits as they are released.

### **Advocacy and Collaboration Team (ACT)**

- The Advocacy and Collaboration Team (ACT), together with community partners, visited homeless encampments at the beginning of the Shelter-in-Place order, to inform residents of safety protocols, while screening for high risk criteria, including taking note of people over 65. The Ukiah encampment was re-screened on April 22, 2020.
- At the start of the pandemic, staff worked with partner agencies to access shelter capacity and make critical modifications for infectious disease control.
- ACT staff manages the local implementation of California's Project Roomkey, which aims to provide motel and hotel rooms to high-risk unhoused individuals who meet specific criteria as a protection from COVID-19 spread. To date, this

program has worked closely with community partners to shelter and case-manage 146 high-risk homeless adults and 15 children in local motels.

- ACT staff are working collaboratively with the Board of the Continuum of Care to utilize pandemic-related funding to support the local implementation of Project Roomkey, as well as critical needs of our homeless individuals countywide, including those fleeing domestic violence.
- ACT staff prepares and distributes a weekly resource guide, entitled "Resources - What We Know Now", to community-based organizations and interested individuals county wide. This document is updated weekly and is posted on the County's COVID-19 website, and is also shared on numerous local organization websites and social media accounts.
- Working collaboratively with First5 Mendocino, Project Sanctuary, Adventist Health, and Redwood Community Services, ACT staff facilitated the development of printed materials designed to reach individuals and families struggling with stress, mental health, and/or domestic violence. 10,000 cards have been printed and will be distributed to grocery stores and through school meal programs countywide. New editions will be printed and distributed throughout the course of the pandemic.

### **Public Health**

- In addition to COVID-19 Incident oversight, Public health is maintaining other communicable disease interventions.
- Women Infant & Children (WIC) services is continuing to provide nutrition assistance to income eligible parents, pregnant or breastfeeding women county-wide.
- Community Wellness staff have been assisting key essential services to help insure maximal performance surrounding the COVID-19 pandemic.

### **Admin/Fiscal**

- Responds rapidly to COVID-19 funding opportunities
- Processes and ensures supply chains
- Assures safety and protection for all HHSA employees



# VACANCY NOTICE

MENDOCINO COUNTY  
BOARD OF SUPERVISORS  
501 LOW GAP ROAD, ROOM 1010  
UKIAH, CA 95482

CARRE BROWN  
First District

JOHN MCCOWEN  
Second District

JOHN HASCHAK  
Third District

DAN GJERDE  
Fourth District

TED WILLIAMS  
Fifth District

CARMEL J. ANGELO  
Chief Executive Officer/Clerk of the Board

CHRISTIAN M. CURTIS  
Acting County Counsel

Date Posted: April 13, 2020

NOTICE IS HEREBY GIVEN that there are vacancies on the following Board(s) and/or Commission(s):

Little River Airport Advisory Committee.....(2)  
-- Pilot--

Little River Airport Advisory Committee..... (1)  
-- Non-Pilot Alternate--

Mendocino County Planning Commission ..... (1)  
-- At-Large Agricultural Representative--

Community Development Commission ..... (1)  
-- District 5 Representative--

Mendocino - Little River Cemetery District ..... (1)  
-- Trustee--

Museum Advisory Board..... (1)  
-- Mendocino County Historical Society Member--

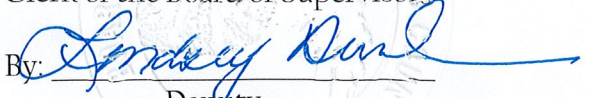
Please note:

Anticipated vacancies include expiring terms: the incumbent of the expiring term may apply for reappointment and/or may continue to serve in their capacity until replaced. California Government Code requires public noticing for all expiring terms regardless of the incumbent's intention to apply for reappointment.

If you are interested in serving on this Board, contact your Supervisor, or the Clerk of the Board of Supervisors, at 501 Low Gap Road, Room 1010, Ukiah, CA 95482 or (707) 463-4441.

LAST DATE FOR FILING: May 4, 2020, or until filled.

CARMEL J. ANGELO  
Clerk of the Board of Supervisors

By:   
Deputy

PLEASE KEEP POSTED THROUGH: May 5, 2020





# VACANCIES

**MENDOCINO COUNTY**  
**BOARD OF SUPERVISORS**  
 501 LOW GAP ROAD, ROOM 1010  
 UKIAH, CA 95482

**CARRE BROWN**  
 First District

**JOHN MCCOWEN**  
 Second District

**JOHN HASCHAK**  
 Third District

**DAN GJERDE**  
 Fourth District

**TED WILLIAMS**  
 Fifth District

**CARMEL ANGELO**  
 Chief Executive Officer/Clerk of the Board

**CHRISTIAN M. CURTIS**  
 Acting County Counsel

## APPOINTMENTS TO BOARDS AND COMMISSIONS APRIL 13, 2020

The Board of Supervisors is actively seeking candidates to fill the following vacancies. Please consult with the Executive Office or visit <http://www.mendocinocounty.org> for information on specific categorical areas and District vacancies.

BOARD / COMMISSION	POSITION / CATEGORY	SEATS OPEN
Air Quality Management District Hearing Board	(Various)	(4)
Archaeological Commission of Mendocino County	(Industry Representative)	(1)
Assessment Appeals Board	(Alternate Member)	(2)
Behavioral Health Advisory Board	(Various District Representatives)	(2)
Child Care Planning Council	(Various)	(4)
Community Development Commission	(Various)	(5)
Covelo Public Cemetery District	(Trustee)	(1)
Emergency Medical Care Committee	(Various)	(2)
First 5 Mendocino	(Various)	(2)
Fish Rock Cemetery District	(Trustee)	(1)
Health and Human Services Agency Advisory Board (HHSA)	(Various)	(6)
Hopland Cemetery District	(Trustee)	(2)
In-Home Supportive Services (IHSS) Advisory Committee	(Various)	(8)
Law Library Board of Trustees	(BOS Chair or Ex-Officio)	(1)
Little River Airport Advisory Committee	(Various)	(13)
Mendocino County Business Improvement District	(Various)	(3)
Mendocino County Employees' Retirement Association Board	(Various)	(2)
Mendocino County Fish and Game Commission	(First District Representative)	(1)
Mendocino County Planning Commission	(At-Large Agricultural Representative)	(1)
Mendocino County Resource Conservation District	(Long-Term Director)	(1)
Mendocino County Tourism Commission	(Inland Chamber/Regional Promotional Org. Member)	(1)
Mendocino Historical Review Board	(Member)	(2)
Mendocino - Little River Cemetery District	(Trustee)	(1)
Museum Advisory Board	(Mendocino County Historical Society Seat)	(1)
North Coast Resource Partnership	(Alternate Mendocino Rep to the Tech Review Comm.)	(1)
Policy Council on Children and Youth (PCCY)	(Various)	(26)
Round Valley Municipal Advisory Council	(Alternate)	(2)
Sonoma Mendocino Economic Development District	(Director)	(1)
Westport Municipal Advisory Council	(Member)	(1)
Westport-Ten Mile Cemetery District	(Trustee)	(1)