

GLENN MCGOURTY
1st District
Supervisor
Chair

**MAUREEN
MULHEREN**
2nd District
Supervisor
Vice-Chair

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor

TED WILLIAMS
5th District
Supervisor



COUNTY ADMINISTRATION CENTER
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MENDOCINO COUNTY
BOARD OF SUPERVISORS AGENDA
REGULAR MEETING
February 07, 2023 - 9:00 AM

This meeting will take place in the Board of Supervisors Chambers, at 501 Low Gap Road, Ukiah, California, and virtual attendance will be available via Zoom (pursuant to Government Code section 54953(e)(1)(A)). Meetings are live streamed and available for viewing online on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo> or by toll-free, telephonic live stream at 888-544-8306.

The public may participate digitally in meetings in lieu of personal attendance. Written comment can be submitted using our online eComment platform at <https://mendocino.legistar.com/Calendar.aspx>, or by joining the Zoom Webinar and using the "raise hand" feature when Public Comment is called. For details and a complete list of the latest available options by which to engage with agenda items, please visit: <https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>

Zoom Webinar ID: 895 0911 1749

Zoom Phone Number (if joining via telephone): 1 669 900 9128

1. OPEN SESSION (9:00 A.M.)

The Mendocino County Board of Supervisors meets concurrently as the Board of Directors of the: In Home Supportive Services Public Authority Governing Board; Mendocino County Air Quality Management District; Mendocino County Public Facilities Corporation; and the Mendocino County Water Agency.

1a) Roll Call**1b) Pledge of Allegiance****2. PUBLIC EXPRESSION**

Members of the public are welcome to address the Board on items not listed on the agenda, but within the jurisdiction of the Board of Supervisors. The Board is prohibited by law from taking action on matters not on the agenda.

Individuals wishing to address the Board under Public Expression are welcome to do so via email, telephone, Zoom, or via voicemail message. For information on each of these methods, call Mendocino County Clerk of the Board at (707) 463-4441 or visit <https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>.

*All correspondence will be attached to the item and made available online at:
<https://mendocino.legistar.com/Calendar.aspx>.*

3. CONSENT CALENDAR

The Consent Calendar is considered routine and non-controversial and will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Calendar for individual consideration.

See section at the end of this document for the full listing of Consent items.

4. REGULAR CALENDAR

- 4a) Discussion and Possible Action Including Acceptance of a Presentation Regarding the Pacific Gas and Electric Fund Allocation to the Emergency Medical Care Committee to Support and Enhance Emergency Medical Care Services Throughout Mendocino County; and Approval of Retroactive Agreement with Sonoma County in the Amount of \$343,358.00 for the Provision of Emergency Medical Services (EMS) Administration in Mendocino County for Fiscal Year 2022-2023 (Sponsor: Social Services)**

Recommended Action:

Accept presentation regarding Pacific Gas and Electric Fund Allocation to the Emergency Medical Care Committee to support and enhance Emergency Medical Care services throughout Mendocino County; and approve retroactive Agreement with Sonoma County in the amount of \$343,358.00 for the provision of Emergency Medical Services (EMS) administration in Mendocino County for Fiscal Year 2022-2023.

Attachments: [Interim Agreement *23-022](#)
[Mendocino County EMS Presentation 02-07-2023](#)

- 4b) Discussion and Possible Action Including Approval of Retroactive Intergovernmental Agreement No. 21-10198, Effective January 1, 2021, through June 30, 2024, with the California Department of Health Care Services Regarding the Transfer of \$1,879,532 Public Funds for Actual Health Plan Enrollments During the Service Period of January 1, 2021, through December 31, 2021; and Approval of Appropriation Transfer of Funds Increasing Authority in the 2000 Series in Organizational Code IG for the Full Governmental Transfer Amount and Assessment Fee, and Decreasing Object Code 82-5341 by \$784,000 in Order to Increase Object Code 86-2239 by \$784,000 for Special Department Expenses (Sponsor: Public Health)**

Recommended Action:

Approve retroactive Intergovernmental Agreement No. 21-10198, effective January 1, 2021, through June 30, 2024, with the California Department of Health Care Services regarding the transfer of \$1,879,532 public funds for actual health plan enrollments during the service period of January 1, 2021, through December 31, 2021; approve Appropriation Transfer of Funds increasing authority in the 2000 series in organizational code IG for the full governmental transfer amount and assessment fee, and decreasing object code 82-5341 by \$784,000 in order to increase object code 86-2239 by \$784,000 for special department expenses; and authorize the Public Health Director or designee to sign any future amendments to the Agreement that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: [Interim Agreement *23-023](#)
[IGT Appropriation - Signed](#)
[21-10198 County of Mendocino CY 2021 invoice](#)
[IGT CY 2021 County of Mendocino AM Signed.docx](#)

- 4c) Discussion and Possible Action Regarding the Handling of Vegetation Modification in Connection with Applications for Commercial Cannabis Cultivation Under Mendocino County Code Chapter 10A.17 (Sponsor: County Counsel and Cannabis)**

Recommended Action:

Provide direction regarding a potential ordinance amendment for the handling of vegetation modification in connection with applications for commercial cannabis cultivation under Mendocino County Code Chapter 10A.17.

Attachments: [Staff Report Tree Removal](#)
[02-06-23 BOS Tree Clearing Scenarios](#)

4d) Discussion and Possible Action Including Approval of Agreement with Larson LLP in the Amount of \$25,000 for Legal Opinion Regarding Federal Implications Associated with Mendocino County Cannabis Local Equity Grant Program, Effective Upon Signing Through June 30, 2023 (Sponsor: County Counsel)

Recommended Action:

Approve agreement with Larson LLP in the amount of \$25,000 for legal opinion regarding federal implications associated with Mendocino County Cannabis Local Equity Grant Program, effective upon signing through June 30, 2023; and authorize Chair to sign same.

Attachments: [Larson LLP Agreement](#)
[Larson, Stephen - Biography](#)
[Larson, Stephen - CV](#)
[Potashner, Hilary - Biography](#)
[Potashner, Hilary - CV](#)

4e) Chief Executive Officer's Report (Sponsor: Executive Office)

Recommended Action:

Accept the Chief Executive Officer's report.

4f) Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform (Sponsor: Executive Office)

Recommended Action:

Provide direction to staff on matters of legislation.

Attachments: [02-08-23 Letter of Support - Superheat Long-Duration Energy Stor](#)

4g) Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest

5. MODIFICATIONS TO AGENDA

Items added to the agenda subsequent to agenda publication, up to 72 hours in advance of the meeting, pursuant to Government Code section 54954.

6. CLOSED SESSION

Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1.

3. CONSENT CALENDAR - CONTINUED

The Consent Calendar is considered routine and non-controversial and will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Calendar for individual consideration.

ITEMS RECOMMENDED FOR APPROVAL:

MINUTES

3a) Approval of Minutes of January 24, 2023 Regular MeetingRecommended Action:

Approve minutes of the January 24, 2023 regular meeting.

Attachments: [01-24-23 Minutes](#)
 [01-24-23 Minutes - DRAFT](#)

APPOINTMENTS

3b) Approval of Recommended Appointments/ReappointmentsRecommended Action:

1. Sherrie Ebyam, Third District Representative, Civil Service Commission;
2. Rebecca Montes, Mendocino College Representative, Museum Advisory Board;
3. Roy Helsing, Pilot, Little River Airport Advisory Committee;
4. Sally Grigg, Alternate Member, Westport Municipal Advisory Council;
5. Allison Pernell, Third District Representative, Mendocino County Planning Commission;
6. Cindi Wagner , At-Large Member, Mendocino County Business Improvement District; and
7. Bekkie Emery, County Representative, First 5 Mendocino;

Attachments: [Ebyam Application](#)
 [Montes Application](#)
 [Helsing Application](#)
 [Grigg Application](#)
 [Pernell Application](#)
 [Wagner Application](#)
 [Emery Application](#)

EXECUTIVE OFFICE

3c) Adoption of Resolution Renewing its Declaration of a Local Emergency and Extending the Existence of a Local Emergency Due to Drought Conditions and Imminent Threat of Disaster in Mendocino County

Recommended Action:

Adopt Resolution renewing its declaration of a local emergency and extending the existence of a local emergency due to drought conditions and imminent threat of disaster in Mendocino County; and authorize Chair to sign same.

Attachments: [Resolution 23-025](#)

[Resolution](#)

[Resolution \(PDF\)](#)

3d) Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Tree Mortality

Recommended Action:

Adopt Resolution renewing a declaration of a Local Emergency related to Tree Mortality; and authorize Chair to sign same.

Attachments: [Resolution 23-026](#)

[Resolution](#)

[Resolution \(PDF\)](#)

3e) Authorization for the Transfer of Funds in the Amount of \$197,954.43 from the Miscellaneous Trust to Disburse Funds to the Probation Department in the Amount of \$184,814.23 and to the Public Defender in the Amount of \$13,140.20, per AB 1869 Fee Backfill Allocation FY 2021-22

Recommended Action:

Authorize transfer of funds in the amount of \$197,954.43 from the Miscellaneous Trust to disburse funds to the Probation Department in the amount of \$184,814.23 and to the Public Defender in the amount of \$13,140.20, per AB 1869 Fee Backfill Allocation FY 2021-22.

Attachments: [Probation Fines-Fees Revenue History.pdf](#)

AIR QUALITY MANAGEMENT DISTRICT

- 3f) Approval of Retroactive Memorandum of Understanding (MOU) with Lake County Air Quality Management District, for Interim Air Pollution Control Officer Services, with a Term from January 31, 2023, through July 31, 2023, with a Total Cost of Up to \$28,284**

Recommended Action:

Approve retroactive MOU with Lake County Air Quality Management District for Interim Air Pollution Control Officer services, with a term from January 31, 2023, through July 31, 2023, with a total cost of up to \$28,284; and authorize Chair to sign same.

Attachments: [Interim Agreement *23-019](#)

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

- 3g) Adoption of Ordinance Delegating Authority to Invest or Reinvest the Funds of the County and its Other Depositors in the County Treasury to the Treasurer for Calendar Year 2023**

Recommended Action:

Adopt ordinance delegating authority to invest or reinvest the funds of the County and its other depositors in the County Treasury to the Treasurer for calendar year 2023; and authorize Chair to sign same.

Attachments: [Ordinance 4517](#)
 [ORDINANCE - DELEGATING AUTHORITY 2023](#)
 [ORDINANCE SUMMARY - DELEGATION](#)
 [STAFF REPORT - DELEGATING AUTHORITY 2023](#)

BEHAVIORAL HEALTH AND RECOVERY SERVICES

- 3h) Approval of Agreement with Consolidated Tribal Health Project in the Amount of \$107,000 to Provide Mental Health Services Act Funded Programs That Meet the Requirements of Prevention and Early Intervention and Community Services and Supports, Effective Upon Full Execution through June 30, 2023**

Recommended Action:

Approve Agreement with Consolidated Tribal Health Project in the amount of \$107,000 to provide Mental Health Services Act funded programs that meet the requirements of Prevention and Early Intervention and Community Services and Supports, effective upon full execution through June 30, 2023; authorize Behavioral Health and Recovery Services Director or designee to sign any amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: [Aareement 23-020](#)

- 3i) Approval of Amendment to BOS Agreement No. 22-125 with Crestwood Behavioral Health, Inc. in the Amount of \$300,000, for a New Agreement Total of \$650,000 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective Upon Full Execution, through June 30, 2023**

Recommended Action:

Approve Amendment to BOS Agreement No. 22-125 with Crestwood Behavioral Health, Inc. in the amount of \$300,000, for new Agreement total of \$650,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective upon full execution, through June 30, 2023; authorize the Behavioral Health and Recovery Services Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: [Aareement 22-125-A1](#)
[Crestwood Behavioral Health, \\$350,000, 22-23, BHRS MH, BOS 2](#)

- 3j) Approval of Amendment to BOS Agreement No. 22-131 with Vista Pacifica Center in the Amount of \$130,000, for a New Agreement Total of \$300,000, to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective Upon Full Execution, through June 30, 2023**

Recommended Action:

Approve Amendment to BOS Agreement No. 22-131 with Vista Pacifica Center in the amount of \$130,000, for new Agreement total of \$300,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective upon full execution, through June 30, 2023; authorize the Behavioral Health and Recovery Services Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: [Aareement 22-131-A1](#)
[Vista Pacifica Center, \\$170,000, 22-23, BHRS MH, BOS 22-131](#)

- 3k) Approval of Amendment to BOS Agreement No. 22-132 with Willow Glen Care Center in the Amount of \$455,000 for a New Agreement Total of \$755,000, to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective Upon Full Execution, through June 30, 2023**

Recommended Action:

Approve Amendment to BOS Agreement No. 22-132 with Willow Glen Care Center in the amount of \$455,000 for a new Agreement total of \$755,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective upon full execution, through June 30, 2023; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: [Agreement 22-132-A1](#)

[Willow Glen Care Center, \\$300,000, 22-23, BHRS MH, BOS 22-13](#)

[Willow Glen Care Center, \\$300,000, 22-23, BHRS MH BOS appro](#)

- 3l) Approval of Retroactive Agreement with Tulare County Office of Education in the Amount of \$30,000, for Friday Night Live Affiliated Grant Expenditures Using Substance Abuse Prevention Block Grant Funds, Effective May 1, 2022, through June 30, 2023**

Recommended Action:

Approve retroactive Agreement with Tulare County Office of Education in the amount of \$30,000, for Friday Night Live affiliated grant expenditures using Substance Abuse Prevention Block Grant funds, effective May 1, 2022, through June 30, 2023; authorize the Behavioral Health and Recovery Services Director or designee to sign Amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: [Agreement 23-021](#)

[Tulare County Superintendent of Schools, \\$19,000, 22-23, BHRS :](#)

[Tulare County Office of Education, \\$11,000, 21-22, BHRS, BOS 23](#)

COUNTY COUNSEL

- 3m) Adoption of Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records**

Recommended Action:

Adopt resolution authorizing examination of sales or transactions and use tax records; and authorize Chair to sign same.

Attachments: [Resolution 23-027](#)

[Resolution Authorizing Examination of Sales or Transactions and l](#)

3n) Acceptance of Update on County Public Records Act FeesRecommended Action:

Accept update on County Public Records Act fees.

Attachments: [2022-10-05 PRA Memo with Attachments](#)
 [2023-02-02 PRA Fee Staff Report](#)
 [Consolidated Correspondence](#)

3o) Approval of Amendment to BOS Agreement 21-165 with Abbott & Kindermann, Inc. in the Amount of \$0, Extending the End Date from December 31, 2022 to December 31, 2023Recommended Action:

Approve amendment to BOS agreement 21-165 with Abbott & Kindermann, Inc. in the amount of \$0, extending the end date from December 31, 2022 to December 31, 2023; and authorize Chair to sign same.

Attachments: [Agreement 21-165-A3](#)
 [Agreement 21-165-A1-2nd Amendment](#)
 [Abbott & Kindermann-Bella Vista 1st Amendment](#)
 [Agreement 21-165](#)

CULTURAL SERVICES AGENCY**3p) Authorization for Facilities and Fleet Division Manager to Establish a Capital Improvement Project to Replace the Willits Branch Library's Roof and Install Alternative Energy Panels and Battery Back-up in the Amount of \$494,080; and Authorization for the Facilities and Fleet Division Manager to Act as Project Manager to Enter Contracts and Approve Change Orders for the Project, Pursuant to Public Contract Code Section 20142**Recommended Action:

Authorize Facilities and Fleet Division Manager to establish a capital improvement project to replace the Willits Branch Library's roof and install alternative energy panels and battery back-up in the amount of \$494,080; and authorize Facilities Fleet Division Manager to act as Project Manager to enter contracts and approve change orders for the project, pursuant to Public Contract Code Section 20142.

Attachments: [Resolution 22-229](#)
 [Willits Branch Library-- Award Letter](#)

GENERAL SERVICES AGENCY

- 3q) Approval of Renewing the Finding Made in Resolution No. 22-247 that the Deteriorating Condition of the Administration Center Server Room Cooling System Constitutes an Emergency that Requires Immediate Action to Prevent or Mitigate the Loss or Impairment of County Property and Ability to Provide Essential Public Services and Determining There is a Need to Continue With the Contract to Resolve the Emergency**

Recommended Action:

Approve renewing the finding made in Resolution No. 22-247 that the deteriorating condition of the Administration Center server room cooling system constitutes an emergency that requires immediate action to prevent or mitigate the loss or impairment of County property and ability to provide essential public services and determine there is a need to continue with the contract to resolve the emergency.

HUMAN RESOURCES

- 3r) Adoption of Resolution Approving New Classification of Supervising Permit Technician, \$63,689.60 - \$77,417.60/Annually; and Amending the Position Allocation Table as Follows: Budget Unit 2851, Add 1.0 FTE Supervising Permit Technician**

Recommended Action:

Adoption of Resolution approving new classification of Supervising Permit Technician, \$63,689.60 - \$77,417.60/Annually; and Amending the Position Allocation Table as Follows: Budget Unit 2851, Add 1.0 FTE Supervising Permit Technician; and authorize Chair to sign same.

Attachments: [Resolution 23-028](#)
[Resolution](#)

- 3s) Adoption of Resolution Authorizing Title Change of Supervising Juvenile Corrections Officer to Supervising Youth Corrections Officer and From Juvenile Corrections Officer to Youth Corrections Officer**

Recommended Action:

Adoption of Resolution authorizing title change of Supervising Juvenile Corrections Officer to Supervising Youth Corrections Officer and From Juvenile Corrections Officer to Youth Corrections Officer; and authorize Chair to sign same.

Attachments: [Resolution 23-029](#)
[Resolution](#)

PLANNING AND BUILDING SERVICES

- 3t) Approval of Second Amendment to BOS Agreement 20-039 with West Business Development Center to Adjust the Cost Matrix for the CDBG CV-1 (COVID) Funds for Microenterprise Technical and Financial Assistance to Reflect a Decrease in Financial Assistance, an Increase in Technical Assistance, and Extension of the Termination Date to June 30, 2023**

Recommended Action:

Approve the second amendment to BOS Agreement 20-039 with West Business Development Center to adjust the cost matrix for the CDBG CV-1 (COVID) funds for Microenterprise Technical and Financial Assistance to reflect a decrease in financial assistance, an increase in technical assistance, and extension of the termination date to June 30, 2023; and authorize the Chair to sign same.

Attachments: [Aareement 20-039-A2](#)

PUBLIC HEALTH

- 3u) Adoption of Resolution Finding That State and Local Officials Continue to Recommend Measures to Promote Social Distancing In Connection With Public Meetings**

Recommended Action:

Adopt Resolution finding that State and local officials continue to recommend measures to promote social distancing in connection with public meetings; authorize Chair to sign same.

Attachments: [Resolution 23-030](#)
 [Resolution AB361](#)

SHERIFF-CORONER

- 3v) Authorization to Purchase Military Equipment that Includes Two Kinetic Breaching Tools, One Electric Hydraulic Breaching Tool and One Drone Kit for the Mendocino County Sheriff's Office in the Total Amount of \$59,064.88; and Addition of the Items to the County's List of Fixed Assets**

Recommended Action:

Authorize the purchase of military equipment that includes two kinetic breaching tools, one electric hydraulic breaching tool and one drone kit for the Mendocino County Sheriff's Office in the total amount of \$59,064.88; and add the items to the County's list of fixed assets.

Attachments: [2-Fixed-Asset-Request-Form-FY-2022-23.pdf](#)
 [3-Ordinance 4511-Military Equip Use.pdf](#)
 [4-Military Equip Use Policy 709.pdf](#)

ADJOURNMENT

Additional Meeting Information for Interested Parties

For a full list of the latest available options by which to engage with agenda items, please visit <https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>

All electronically submitted comment is immediately available to Supervisors, staff, and the general public by clicking this meeting's eComment link at <https://mendocino.legistar.com/Calendar.aspx>

LIVE WEB STREAMING OF BOARD MEETINGS is available at <https://mendocino.legistar.com> or visit the Mendocino County YouTube channel. Meetings are also livestreamed from the Mendocino County Facebook page. For technical assistance, please contact the Clerk of the Board at (707) 463-4441. Please reference the departmental website to obtain additional resource information for the Board of Supervisors: www.mendocinocounty.org/bos

Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors.



Mendocino County Board of Supervisors Agenda Summary

Item #: 4a)

To: Board of Supervisors

From: Social Services

Meeting Date: February 7, 2023

Department Contact: Bekkie Emery

Phone: 707-463-7761

Item Type: Regular Agenda

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of a Presentation Regarding the Pacific Gas and Electric Fund Allocation to the Emergency Medical Care Committee to Support and Enhance Emergency Medical Care Services Throughout Mendocino County; and Approval of Retroactive Agreement with Sonoma County in the Amount of \$343,358.00 for the Provision of Emergency Medical Services (EMS) Administration in Mendocino County for Fiscal Year 2022-2023
(Sponsor: Social Services)

Recommended Action/Motion:

Accept presentation regarding Pacific Gas and Electric Fund Allocation to the Emergency Medical Care Committee to support and enhance Emergency Medical Care services throughout Mendocino County; and approve retroactive Agreement with Sonoma County in the amount of \$343,358.00 for the provision of Emergency Medical Services (EMS) administration in Mendocino County for Fiscal Year 2022-2023.

Previous Board/Board Committee Actions:

April 6, 2021, Item 5c Strategically Investing One-Time Pacific Gas & Electric (PG&E) Disaster Settlement Funds, June 18, 2019, Item 4(AF)

Summary of Request:

The presentation will include an update on the progress of the projects proposed by the Emergency Medical Care Committee utilizing Pacific Gas & Electric settlement funds. These projects include the CAD Integration to the Emergency Medical Services (EMS) system patient care reporting, ImageTrend user supports, implementation of Pulse Point, critical equipment and supplies for County Fire Agencies and EMS transport providers, Training and Education funds, Emergency Medical Technician and Paramedic Scholarship, and implementation of the EMS Joint Powers Agreement in Mendocino County. \

Pursuant to Health and Safety Code 1797.200, each county may designate an Emergency Medical Services (EMS) Agency to oversee pre-hospital care within its jurisdiction. Since January 1994, Mendocino County has contracted with Sonoma County to provide EMS Agency Administration. Services include, but are not limited to:

- Planning, implementing, and evaluating designated components of the EMS system
- Contracting with or employing a physician to serve as the EMS Medical Director

Item #: 4a)

- Establishing policies and procedures to ensure medical control of the EMS system
- Approving and monitoring training programs related to EMS personnel
- Evaluating any alleged violations and taking corrective actions where necessary
- Approving alternate base stations to provide medical direction to advanced life support personnel

The proposed Agreement is retroactive due to multiple changes in agreement terms, finance and evaluation of the program needs from both the Sonoma and Mendocino side. Additionally, complicating the process has been the change in staffing and resulting in the contracting being pulled and renegotiated starting in the fall of the current fiscal year. This contract supports Mendocino County's continued relationship with Sonoma County for administration of EMS services through June 2023. Due to the complexity and breadth of EMS-related issues, and the need for additional negotiations with Sonoma County, Social Services requests retroactive approval of the Agreement.

Alternative Action/Motion:

Return to the department for alternate handling.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Contract -

current f/y cost: \$343,358.00

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved

Executed Item Type: Interim Agreement

Number: *23-022



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT
FOR EMERGENCY MEDICAL SERVICES AGENCY
ADMINISTRATION - MENDOCINO COUNTY**

This Agreement, dated as of February 7th 2023, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as "MENDOCINO," and the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "SONOMA".

WITNESSETH:

WHEREAS, pursuant to Government Code Section 31000, MENDOCINO may retain independent contractors to perform special services to or for COUNTY of MENDOCINO or any department thereof; and,

WHEREAS, COUNTY of MENDOCINO desires to obtain EMERGENCY MEDICAL SERVICES AGENCY ADMINISTRATION ("Services"); and

WHEREAS, SONOMA is professionally qualified to provide such services and is willing to provide same to COUNTY; and

WHEREAS, the term of this Agreement shall be from July 1, 2022 through June 30, 2023.

WHEREAS, each county developing an emergency medical services (EMS) program is required to designate a Local Emergency Medical Services Agency (LEMSA) pursuant to the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the California Health and Safety Code, hereinafter referred to as the "Act"); and

WHEREAS, California Health and Safety Code Section 1797.200 authorizes counties to enter into contracts for the purpose of the LEMSAs and take such actions as envisioned by this agreement; and

WHEREAS, MENDOCINO has designated SONOMA as its local EMS Agency and delegated its LEMSAs responsibilities in accordance with the Act and Title 22 of the California Code of Regulations and desires to contract with SONOMA to provide services related to those local EMS Agency responsibilities; and

WHEREAS, MENDOCINO and SONOMA recognize that the LEMSAs Medical Director and LEMSAs have specific responsibilities as specified by the Act; and

WHEREAS, MENDOCINO and SONOMA have mutually agreed as to the subject matter contained herein and upon a method to finance the responsibilities undertaken by SONOMA pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions

herein contained, the parties hereto agree as follows:

I. Agency Designation

Pursuant to Health and Safety Code Section 1797.94 & 1797.200, MENDOCINO has designated Sonoma County Department of Health Services as MENDOCINO's local EMS Agency and contracts with SONOMA for the provision of LEMSA functions per applicable law.

- A. EMS system medical direction and management shall be under the medical control of the EMS Medical Director(s) of the EMS Agency. Such medical control shall be in accordance with the Act and Title 22 of the California Code of Regulations.
- B. Nothing in this Agreement shall be construed to create a reciprocal agreement under Health and Safety Code Section 1475 between SONOMA and MENDOCINO.

II. MENDOCINO Responsibilities

- A. MENDOCINO shall provide administrative support through the Public Health Department (or other County Department as designated by the Executive Office) and the Executive Office, as well as legal counsel through the Office of County Counsel, to the EMS Agency for matters directly pertaining to the Mendocino County portion of the EMS system including, but not limited to, local ordinances, contract procurement and contracting, and actual or potential litigation.
- B. MENDOCINO shall provide in-kind support in the form of dedicated office space sufficient for at least two staff members; workstations shall have internet connectivity to serve for exclusive use of the local EMS Agency office.
- C. MENDOCINO shall be solely responsible' for any expenses related to the maintenance of the Mendocino County owned and operated EMS radio system(s).
- D. MENDOCINO will pay for the EMS data system used by Mendocino EMS system providers totaling \$36,269.00, already included in the budget in Exhibit A. This funding has been allocated through the PG&E disaster settlement funds. Upon execution of next contract, a re-assessment of the required data system cost will be completed.
- E. With exception for those specific responsibilities assigned to SONOMA under the terms of this Agreement, MENDOCINO shall be responsible for complying with all federal, state, and local laws, rules, and regulations associated with the continuing operation of the Mendocino County portion of the EMS system.

III. SONOMA Responsibilities

SONOMA shall provide administrative staff personnel for the EMS Agency (positions as detailed in Exhibit A), who will establish a consistent and regular presence in Mendocino County and shall perform the following, all in accordance with the Act and this Agreement:

- A. Plan, implement, and evaluate the designated components of the emergency medical service system in Mendocino County in accordance with the appropriate provisions of the Act pursuant to Health and Safety Code Section 1797.204;
- B. Authorize and implement emergency medical service systems pursuant to Division 2.5 of the California Health and Safety Code and Title 22, Division 9, of the California Code of Regulations;
- C. Meet the LEMSA responsibilities of the Medical Health Operational Area Coordinator (MHOAC) program in collaboration with the Mendocino County Public Health Department and Health Officer;
- D. Pursuant to Health & Safety Code Section 1797.202, contract with or employ a physician(s) to be the EMS Medical Director and/or, as necessary, Deputy EMS Medical Director, herein jointly and individually referred to as "Medical Director(s)", to provide medical control and assure medical accountability pursuant to Health and Safety Code Section 1798 and Title 22 of the California Code of Regulations;
- E. Develop and submit a plan to the Sonoma and Mendocino County Boards of Supervisors and the State EMS Authority for an emergency medical services system, and consistent with such plan, coordinate and otherwise facilitate arrangements necessary to develop the local EMS system. Such plan shall be revised as necessary pursuant to Health and Safety Code Sections 1797.250, 1797.252 and 1797.254;
- F. Assist MENDOCINO in developing, adopting, implementing, and enforcing ordinances governing the transport of patients who are receiving care from EMS personnel consistent with the provisions of Health and Safety Code Section 1797.222;
- G. Establish policies and procedures to assure medical control of the EMS system to meet any medical control requirements including, but not limited to, dispatch, patient destination policies, patient care guidelines, and quality assurance requirements pursuant to Health and Safety Code Section 1797.220 and Title 22 of the California Code of Regulations;
- H. Upon the recommendation or request of MENDOCINO, create an exclusive

operating area(s) pursuant to the provisions of Health and Safety Code Section 1797.224. MENDOCINO shall retain the right to control the procurement process, during any competitive process for the selection of provider(s) of services in the LEMSA, including the selection and contracting with provider(s);

- I. Approve and monitor EMS training programs as those terms are defined in Health and Safety Code, establish additional training or qualifications as necessary, and determine whether the operation of such training programs are in compliance with the Act, and approve training programs if they are found to be in compliance pursuant to Health and Safety Code;
- J. Consistent with State regulations and Mendocino County ordinances, develop a schedule of fees for testing, certification, and accreditation in an amount sufficient to cover the reasonable cost of administering the process;
- K. Establish policies and procedures for medical direction of prehospital emergency medical care personnel pursuant to Health and Safety Code Section 1798.2 and Title 22 of the California Code of Regulations;
- L. Develop triage and transfer protocols to facilitate prompt delivery of patients to appropriate designated facilities pursuant to Health and Safety Code section 1798.170 and Title 22 of the California Code of Regulations;
- M. As necessary, evaluate any alleged violation of EMS Agency transfer protocols, guidelines, or agreements, and take whatever corrective action it deems appropriate when an actual violation has occurred pursuant to Health and Safety Code section 1798.205;
- N. Provide liaison with the Mendocino County Emergency Medical Care Committee and providers to meet MENDOCINO'S needs pursuant to Health and Safety Code Section 1797.274;
- O. Provide Hospital Preparedness Program support as required by federal grant who will conduct activities, trainings, and technical assistance with overarching intent to increase preparedness and response in Mendocino County;
- P. Develop revise and submit specialty care plans to the state EMS Authority and designate specialty care facilities per State Law;
- Q. Review applications for grants and contracts for federal, state, or private funds concerning emergency medical services or related activities in Mendocino County pursuant to Health and Safety Code Section 1797.256;
- R. Approve alternate base stations to provide medical direction as necessary pursuant to Health and Safety Code Section 1798.105;

- S. Ensure that the EMS Medical Director(s) evaluate and report to the State EMS Authority regarding EMT-Paramedic acts or omissions that appear to constitute grounds for disciplinary action pursuant to Health and Safety Code Section 1798.201;
- T. Perform any requirements consistent with State EMS Authority requirements for local EMS agencies necessary to ensure continued state and/or federal funding for the EMS Agency;
- U. LEMSA staff shall serve as liaisons representing Mendocino and Sonoma Counties interests in State of California EMS Commission, EMS Authority, and its sub-committee meetings/trainings. This includes regular meetings of the EMS Administrators Association of California, and EMS Medical Directors Association of California. LEMSA staff shall also represent the two Counties' interests in pertinent National meetings and trainings, I.e. the American Heart/Stroke Association, Cardiac Arrest Registry for Enhanced Survival and NIMS/Disaster Preparedness activities.
- V. Submit regular reports to the Mendocino County Director of Public Health or his/her designee on the status of and any pertinent issues involving the Mendocino County portion of the EMS system. At a minimum, such reports shall be submitted on an annual basis;
- W. Maintain a hospital emergency communications system for the MENDOCINO portion of the Regional EMS System;
- X. For the purposes of performing the LEMSA services required by this Agreement, SONOMA shall furnish all equipment, supplies, and at least one response Sport Utility Vehicle with specifications as determined by the LEMSA necessary to maintain the level of service set forth in this Agreement except as specifically set forth herein.

IV. Consideration

- A. MENDOCINO shall reimburse County of Sonoma in the amount of **\$343,358.00** in accordance with Exhibit A.
County of Sonoma shall submit an invoice to MENDOCINO, fee is payable within 30 days of receipt of invoice.
- B. The parties incorporate by reference herein, Exhibit A, which identifies staffing and tabulates the budget including salaries with benefits, services, supplies, and program costs for this Agreement.

V. Status of Employees

- A. As between the parties hereto, all persons employed or contracted by SONOMA

shall be solely employees or contractees of SONOMA and not employees or contractees of MENDOCINO. SONOMA shall be solely responsible for salaries and benefits of such personnel, including Worker's Compensation.

- B. SONOMA shall be responsible for supervising Sonoma EMS Agency staff, hiring and assigning personnel, establishing standards of performance, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel.

VI. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

VII. Term and Termination

- A. This Agreement shall be effective from July 1, 2022 and shall terminate on June 30, 2023; unless terminated earlier in accordance with the provisions specified herein.
- B. Either party may terminate this Agreement without cause by giving ninety (90) days written notice to the other party. Upon termination, SONOMA shall turn over to MENDOCINO all writings, documents, plans, files and computer programs produced by SONOMA to implement this Agreement and refund to MENDOCINO any pro-rata share of payments made in advance.

VIII. Entire Agreement

This Agreement constitutes the entire agreement between MENDOCINO and SONOMA with respect to the subject matter hereof and supersedes all previous negotiations, proposals, agreements, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IX. Amendment/Modification

Except as specifically provided herein, this Agreement may be amended or modified in writing with the prior written authorization of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day

and year first above written.

Exhibit A

Salary and Benefits	FTE	Amount (\$)
Credentialing (Admin Aide)	0.20	27,618
CQI (ALS Coordinator)	0.10	17,265
Data Systems (Epidemiologist)	0.07	13,169
Primary Sonoma (EMS Coord)	0.20	39,185
Primary Mendo (EMS Coord)	0.80	143,014
Medical Director (Contract)	0.13	25,000
Administrator (EMS Mgr)	0.45	109,495
TOTAL	1.95	374,746
Operations		
Services		83,650
Supplies		5,641
Admin	10%	11,281
Computer / Cost Plan / ERP		22,679
Image Trend		36,269
TOTAL		159,520
TOTAL PROGRAM COSTS		534,266
Revenue Off-set		
Trauma		68,424
Aircraft		8,068
Certifications		16,487
Franchise		97,928
TOTAL		190,907
GRAND TOTAL		\$343,358

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie Emery
Bekkie Emery, Social Services Director

Date: 2-1-2023

Budgeted: ☒ Yes ☐ No

Budget Unit: 4016

Line Item: 86-3280

Org/Object Code: EM

Grant: ☐ Yes ☒ No

COUNTY OF MENDOCINO

By: Glenn McCourt
~~Ted Williams~~, Chair GLENN MCCOURTY
BOARD OF SUPERVISORS

Date: 02/07/2023

ATTEST:

Darcie Antle, Clerk of said Board

By: Antle
Deputy 02/07/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

Darcie Antle, Clerk of said Board

By: Antle
Deputy 02/07/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 02/01/2023

CONTRACTOR/COMPANY NAME

By: _____
Tina Rivera, Director
Department of Health Services

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

County of Sonoma
Department of Health Services, CVEMS
195 Concourse Blvd., Unit B
Santa Rosa, CA 95403

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

Date: 02/01/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Sara Kim
Deputy CEO

Date: 02/01/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ _____

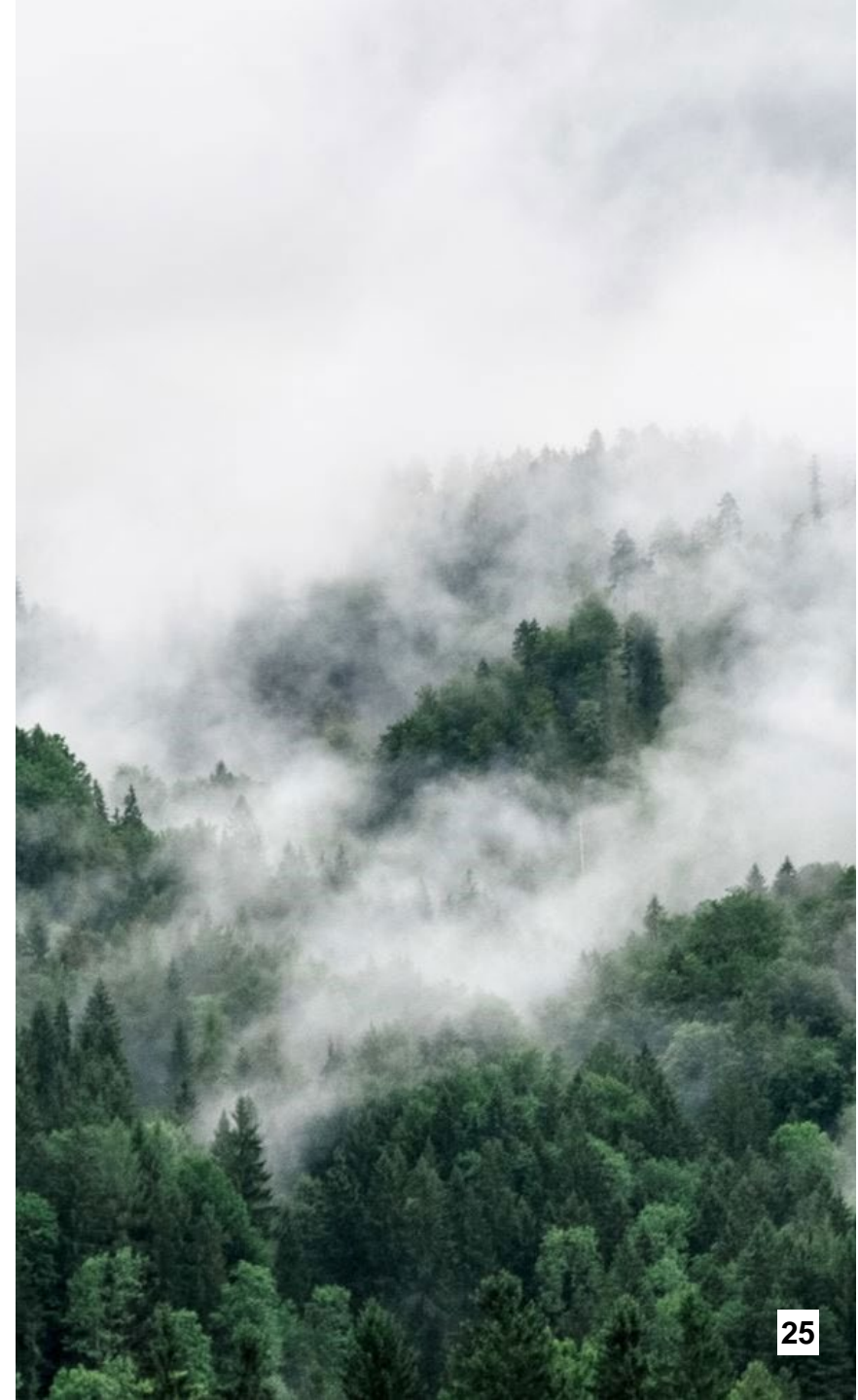
Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

MENDOCINO COUNTY EMERGENCY MEDICAL SERVICES

Coastal Valleys EMS Agency – Local EMS Agency
February 7, 2023

Bekkie Emery, Mendocino County EMS Liaison
Jen Banks, Emergency Medical Services
Coordinator



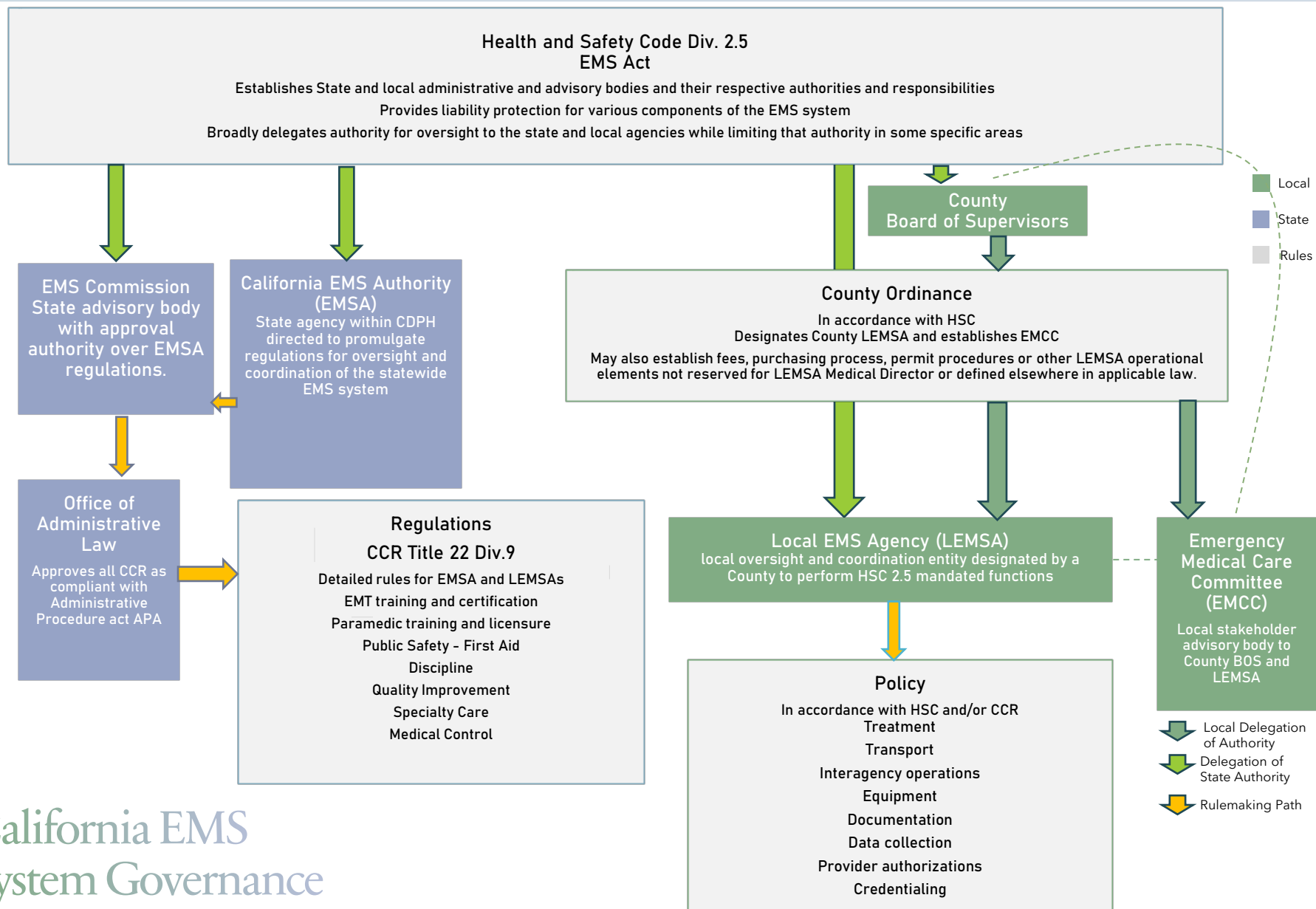
Local EMS Agency Overview & Regulatory Framework

The primary function of the LEMSA is to plan, implement and evaluate the local EMS system.

Organized under Sonoma County Department of Health Services, Coastal Valleys EMS Agency provides administrative and regulatory oversight responsibilities for both Sonoma and Mendocino County EMS systems.

Specific statutory authority is vested in the LEMSA Medical Director as the EMS system medical control physician.

California EMS System Governance and Rulemaking



Coastal Valleys EMS Agency at a Glimpse

EMT Certifications

Local Paramedic Accreditation

EMS Medical Control

Disciplinary Investigations

EMS Aircraft oversight

Trauma Center oversight

Base Hospital oversight

Continuous Quality Improvement

Public Safety Narcan Program

Authorizes EMS local EMS dispatch center (CAL FIRE)

Oversight of EMS Specialty Care Programs

EMS Training Institution oversight

Continuing Education Provider oversight

EMS Service Provider permits

EMS Data

Emergency Medical Care Committee

Training and Education (ALS Update)

Medical Health Operational Area Coordination

State Legislation

**CAL
FIRE**

Mendocino County Ambulance Report

2022 Incident Totals

Ambulance Agency	Veg Fire	Structure Fire	Other Fires	MTC	MEDINT	Medical	Haz Mat / FMS	Pub / Svc Other	Total
Medstar Ambulance	2	12	30	520	2,009	4,651	2	134	7,359
Laytonville Ambulance	0	0	0	54	1	284	0	18	357
Covelo Ambulance	1	4	2	30	1	370	0	4	412
Anderson Valley Ambulance	0	0	1	38	3	177	3	1	223
Fort Bragg Ambulance	1	3	3	154	438	2,030	3	144	2,776
Coast Life Support	0	4	3	43	2	371	0	8	431
Cloverdale Ambulance	0	0	0	12	0	9	0	0	21
Garberville Ambulance	0	0	0	24	0	40	0	0	64
Ukiah Fire Ambulance	1	15	24	62	5	1,087	1	16	1,211
Elk Ambulance	4	1	6	2	0	36	9	6	64
Total	9	39	69	929	2,457	9,033	18	330	12,883



Mendocino County Fire Agency Report

2022 Incident Totals

Resource Agency	Veg Fire	Structure Fire	Other Fires	MTC	Medical	Haz Mat / FMSPub / Svc Other	Total
CAALR - Albion Fire	4	2	11	17	118	29	219
CAAVY - Anderson Valley	13	5	46	44	190	41	348
CABCS - Brooktrails	7	15	45	54	260	25	437
CABRG - Fort Bragg	12	20	135	103	214	109	652
CACMT - Comptche	2	0	2	7	29	14	54
CACVL - Covelo	19	15	80	33	373	9	548
CAEKV - Elk	5	1	6	2	36	9	66
CAHOP - Hopland	18	6	38	82	149	20	330
CALEG - Leggett	5	2	11	32	65	4	121
CALPK - Lake Pillsbury	2	0	1	3	10	0	18
CALTL - Little Lake	12	15	132	205	215	47	674
CALVF - Laytonville	9	10	36	58	298	9	447
CAMND - Mendocino	8	5	43	20	220	30	371
CAPOT - Potter Valley Fire	7	2	18	23	82	6	144
CAPRC - Piercy	2	1	4	25	19	2	53
CAPTA - Redwood Coast	13	7	31	32	185	38	328
CARVF - Redwood Valley	17	7	64	92	373	31	623
CARWR - Ridgewood Ranch	6	8	21	64	30	1	135
CASCF - South Coast	12	8	26	28	208	38	351
CAWPV - Westport	1	0	10	11	18	11	73
CAUKV - Ukiah Fire	48	33	491	230	3,048	174	4,446
Total	222	162	1,251	1,165	6,140	647	10,438

LEMSA Continuous Quality Improvement (CQI)

Develop, revise and implement all EMS Treatment Guidelines under EMS Medical Control Authority

- Dr. Mark Luoto, EMS Medical Director

Ever-advancing concepts in medicine and medical technologies

EMS system partner CQI meetings, chart reviews and policy implementation development committee

Emergency Medical Care Committee (EMCC)

Active projects: PG&E Funding Updates

CAD Integration - \$198,466

- Zen mapping \$182,000
- Peraton \$16,466

Image Trend for 5 years - \$271,978

- Five-year sustainable funding, keeping our EMS PCR & data program at no cost to our service providers.

Non-transport fire service equipment \$280,000

EMS transport service equipment \$559,125

JPA - Assessment and Implementation meetings

PG&E Funding Non-Transport Supplies

Non-Transport Fire	Allocated	Used	Remaining Balance
Albion Fire	\$20k	\$0	\$20,000.
Brooktrails Fire	\$20k	\$20k	\$0
Comptche Fire	\$20k	\$16,845	\$3,155.
Fort Bragg Fire	\$20k	\$20k	\$0
Hopland Fire	\$20k	\$19,923	\$77.00
Leggett Fire	\$20k	\$0	\$20,000.
Little Lake Fire	\$20k	\$19,640	\$360.
Mendo Fire	\$20k	\$20k	\$0
Piercy Fire	\$20k	\$13,066	\$6,934.
Potter Valley Fire	\$20k	\$20k	\$0
Redwood Coast Fire	\$20k	\$20k	\$0
South Coast Fire	\$20k	\$20k	\$0
Westport Fire	\$20k	\$20k	\$0
Whale Gulch Fire	\$20k	\$20k	\$20,000.
Total Funds	\$280,000	\$209, 474	\$70,526.

PG&E Funding EMS Transport Supplies

Transport EMS	Allocated	Used	Remaining Balance
Anderson Valley	\$45,048	\$45,048	\$0
Covelo	\$31,300	\$27,080	\$4,220.
Elk	\$20k	\$20k	\$0
Laytonville	\$149,056	\$149,056	\$0
Ukiah Valley	\$143,129	\$143,129	\$0
Adventist Health	\$38,515	\$38,455	\$60.00
Cloverdale Health	\$25k	\$25k	\$0
Coast Life Support	\$87,077	\$84,707	\$2,369.
Medstar	\$20k	\$0	\$20,000.
Total Funds	\$559,125	\$532,475	\$26,649.

PG&E Funding EMS JPA

Active Projects:

JPA Funds remain with Mendocino County totaling \$1 Million

County met with EMS partners to initiate JPA discussion and agency gaps

County brought all interested agencies to larger meetings to draft JPA agreement

Each agency provided fiscal documentation to the County for an internal cost assessment

Next Steps:

Cost assessment under evaluation

County Counsel review of the JPA agreement

PG&E Funding EMS JPA

Next in queue:

Continue JPA roll-out

\$1 million to carry year one of billing costs

Pulse Point - \$62,500 (pending CAD integration)

Training and Education contract \$183,534

\$200,000 reduced for CAD integration

EMT/Paramedic Scholarship Program \$100,000

Thank you!

Questions?



Mendocino County Board of Supervisors Agenda Summary

Item #: 4b)

To: Board of Supervisors

From: Public Health

Meeting Date: February 7, 2023

Department Contact: Sara Pierce

Phone: (707) 463-4441

Department Contact: Kirsty Bates

Phone: (707) 472-2791

Item Type: Regular Agenda

Time Allocated for Item: 5 Minutes

Agenda Title:

Discussion and Possible Action Including Approval of Retroactive Intergovernmental Agreement No. 21-10198, Effective January 1, 2021, through June 30, 2024, with the California Department of Health Care Services Regarding the Transfer of \$1,879,532 Public Funds for Actual Health Plan Enrollments During the Service Period of January 1, 2021, through December 31, 2021; and Approval of Appropriation Transfer of Funds Increasing Authority in the 2000 Series in Organizational Code IG for the Full Governmental Transfer Amount and Assessment Fee, and Decreasing Object Code 82-5341 by \$784,000 in Order to Increase Object Code 86-2239 by \$784,000 for Special Department Expenses
(Sponsor: Public Health)

Recommended Action/Motion:

Approve retroactive Intergovernmental Agreement No. 21-10198, effective January 1, 2021, through June 30, 2024, with the California Department of Health Care Services regarding the transfer of \$1,879,532 public funds for actual health plan enrollments during the service period of January 1, 2021, through December 31, 2021; approve Appropriation Transfer of Funds increasing authority in the 2000 series in organizational code IG for the full governmental transfer amount and assessment fee, and decreasing object code 82-5341 by \$784,000 in order to increase object code 86-2239 by \$784,000 for special department expenses; and authorize the Public Health Director or designee to sign any future amendments to the Agreement that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

July 22, 2014, Item 4(l), Approval of IGT Agreement No. 12-89588 and IGT Agreement No. 12-89589; June 9, 2015, Item 4(l), Approval of IGT Agreement No. 13- 90550 and IGT Agreement No. 13-90525; June 21, 2016, Item 4(j), Approval of IGT Agreement No. 14-90599 and IGT Agreement No. 14-90629; May 16, 2017, Item 4 (z), Approval of IGT Agreement No. 16-93687 and IGT Agreement 16-93718; July 10, 2018, Item 4(m), Approval of IGT Agreement No. 17-94752; July 23, 2019, Item 4(j), Approval of IGT Agreement No. 18-95622; October 6, 2020, Item 4(p), Approval of IGT Agreement No. 19-96408.

Summary of Request:

The Medi-Cal program through the Department of Health Care Services (DHCS) works with local government entities and managed care Medi-Cal Plans to implement a specific type of intergovernmental transfer (or IGT)

Item #: 4b)

known as a "Rate Range IGT." These IGTs allow local governments to bring additional federal dollars into the Medi-Cal system to improve health care access and outcomes for Medi-Cal beneficiaries.

Mendocino County Public Health is seeking approval from the Board of Supervisors for the IGT transaction, which will be based on actual health plan enrollment figures for January 1, 2021, through December 31, 2021. Public Health will transfer public health realignment funds totaling \$1,879,532 (\$1,565,623 estimated contribution, plus \$784 in outstanding balance from 19/20, plus a 20 percent assessment fee of \$313,125) to DHCS, who will use the funds to draw down additional federal dollars. Public Health will receive an amount approximately equal to its own transferred funds plus net new federal matching funds to support health services for Medi-Cal beneficiaries. These transactions will result in a net increase of approximately \$1,565,000 of new federal funds to support local services in Fiscal Year 2023-24.

Historically, DHCS issues IGT Agreements for counties to execute retroactively. Public Health received the proposed Agreement on September 8, 2022, and is therefore requesting the Board approve the contract retroactively.

Part of the Agenda Item includes two signed agreements, one signed by previous Public Health Director Molgaard and one signed by Dr. Miller, who is currently reviewing contracts in the interim of hiring a Public Health Director. The agreement signed by previous Public Health Director Molgaard, on October 26, 2022, was provided to the State as an executed agreement but was not brought in front of the Board of Supervisors nor was it properly routed through the County process. The agreement signed by Dr. Miller, followed County procedure and is being brought forward today for review by the Board of Supervisors.

Alternative Action/Motion:

Return to staff for alternative handling.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Thriving Economy

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Federal

budgeted in current f/y: Yes

current f/y cost: \$1,879,532 (\$1,566,407 plus a 20% fee of \$313,125)

if no, please describe:

annual recurring cost: N/A

revenue agreement: No

budget clarification: Approval of this IGT Agreement costs the County \$1,879,532 initially, but generates a revenue increase estimated at \$1,879,000 in Fiscal Year 2023-24.

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: Approved

Item #: 4b)

Date: February 7, 2023

Executed Item Type: Interim Agreement
Number: *23-023



INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the COUNTY OF MENDOCINO (“GOVERNMENTAL FUNDING ENTITY”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (“PMPM”) contribution increments multiplied by member months, as reflected in Exhibit

1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2021 through December 31, 2021 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2021 through December 31, 2021 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2021. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4)

of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2021 through December 31, 2021, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

* Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

To the GOVERNMENTAL FUNDING ENTITY:

Jenine Miller, Psy.D., Director
Mendocino County Public Health
1120 S. Dora Street
Ukiah, CA 95482
millerje@mendocinocounty.org

With copies to:

Nate England, Department Analyst I
Mendocino County Public Health
1120 S. Dora Street
Ukiah, CA 95482
englandn@mendocinocounty.org

Chris Borgna, Admin Services Manager II
Mendocino County Public Health
1120 S. Dora Street
Ukiah, CA 95482
borgnacw@mendocinocounty.org

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2021 and shall expire as of June 30, 2024 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on
the date of the last signature below.

THE COUNTY OF MENDOCINO:

By:  _____

Date: Jan 3, 2023 _____

Jenine Miller, Psy.D., Director

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____

Date: _____

Rafael Davtian, Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan:	Partnership Health Plan of California		
Rating Region:	All Rating Regions		
Service Period	1/2021 - 12/2021		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.10	1,835,590	\$ 183,559
Child - MCHIP	\$ 0.07	817,276	\$ 57,209
Adult - non MCHIP	\$ 0.31	1,045,291	\$ 324,040
Adult - MCHIP	\$ 0.23	28,224	\$ 6,492
ACA Optional Expansion	\$ 0.07	2,202,804	\$ 154,196
SPD	\$ 0.89	490,034	\$ 436,130
SPD/Full-Dual	\$ 0.21	836,710	\$ 175,709
LTC	\$ 4.02	1,763	\$ 7,087
LTC/Full-Dual	\$ 2.52	37,393	\$ 94,230
OBRA	\$ 0.54	1,738	\$ 939
WCM	\$ 1.51	83,465	\$ 126,032
Estimated Total		7,380,288	\$ 1,565,623

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
Jenine Miller, Psy.D., Director

Date: Jan 3, 2023

Budgeted: ☒ Yes ☐ No

Budget Unit: 1226

Line Item: 82-5341, 86-2239

Org/Object Code: IG

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: 
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 02/07/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board


By: 
Deputy 02/07/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 02/07/2023

INSURANCE REVIEW:

By: 
Risk Management

12/29/2022
Date: _____

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

Date: 12/29/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 12/29/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ N/A - IGT
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: State





California Department of Health Care Services, IGT, \$1,878,747.60, 21-24, PH - For Signatures

Final Audit Report

2023-01-04

Created:	2023-01-03
By:	Kirsty Bates (batesk@mendocinocounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA46wBmjtfB9IWZf5BmQcZaVfFwsM8Y1hy

"California Department of Health Care Services, IGT, \$1,878,747.60, 21-24, PH - For Signatures" History

-  Document created by Kirsty Bates (batesk@mendocinocounty.org)
2023-01-03 - 9:42:03 PM GMT
-  Document emailed to Jenine Miller (millerje@mendocinocounty.org) for signature
2023-01-03 - 9:43:12 PM GMT
-  Email viewed by Jenine Miller (millerje@mendocinocounty.org)
2023-01-04 - 2:19:49 AM GMT
-  Document e-signed by Jenine Miller (millerje@mendocinocounty.org)
Signature Date: 2023-01-04 - 2:20:05 AM GMT - Time Source: server
-  Agreement completed.
2023-01-04 - 2:20:05 AM GMT

Dept./Office: Public Health

Date 01/12/2023

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

[illegible]

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By

Prepared by: Nate England

Ph: (707) 472-2323

Email: englandn@mendocinocounty.org

TO COUNTY EXECUTIVE OFFICER:

- ☒ Sufficient balances remain in the accounts indicated to effect transfer as requested.
- ☐ Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of \$

REMARKS:

Requested increase to Revenue and Expenditure Appropriations are balanced and net zero impact on budget.

No. 01T012 Date 01/13/2023 AUDITOR-CONTROLLER By

COUNTY EXECUTIVE OFFICER:

RECOMMENDATION

☒ APPROVAL

		DENIED
--	--	--------

COMMENTS:

Date 2/1/23

COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: ☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

☐ OTHER

REMARKS:

Date 02/07/2023

DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO.

Date

By:

County of Mendocino
 Agreement 21-10198

January 2021 -December 2021 Section 1 Amount under the Agreement:

Health Plan	County	Category of Aid	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
All Partnership	Regional	Child - non MCHIP	\$ 0.10	1,835,590	\$ 183,559
All Partnership	Regional	Child - MCHIP	\$ 0.07	817,276	\$ 57,209
All Partnership	Regional	Adult - non MCHIP	\$ 0.31	1,045,291	\$ 324,040
All Partnership	Regional	Adult - MCHIP	\$ 0.23	28,224	\$ 6,492
All Partnership	Regional	ACA Optional Expansion	\$ 0.07	2,202,804	\$ 154,196
All Partnership	Regional	SPD	\$ 0.89	490,034	\$ 436,130
All Partnership	Regional	SPD/Full-Dual	\$ 0.21	836,710	\$ 175,709
All Partnership	Regional	LTC (non-dual)	\$ 4.02	1,763	\$ 7,087
All Partnership	Regional	LTC/Full-Dual	\$ 2.52	37,393	\$ 94,230
All Partnership	Regional	OBRA	\$ 0.54	1,738	\$ 939
All Partnership	Regional	Whole Child Model	\$ 1.51	83,465	\$ 126,032
All Partnership	Regional	Est. FE Total		7,380,288	\$ 1,565,623

Total CY 2021 (January 2021 - December 2021) Section 1 Amount \$ 1,565,623

CY 2021 (January 2021 - December 2021) Section 3 Amount under the Agreement :

Total 2021 (January 2021-December 2021) Section 1 Amount (above)	\$	1,565,623
Less amount not subject to fee (Section 3.2)	\$	-
Basis for 20% Assessment Fee	\$	1,565,623
20% Assessment Fee (Basis * 20%)	\$	313,125
Total CY 2021 (January 2021 - December 2021) as of 12/2022 Estimated Member Months	\$	1,878,748
Add: Outstanding balance from BP 7/2019 - 12/2020	\$	784
Total Payment Transfer Amount	\$	1,879,532

INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the COUNTY OF MENDOCINO (“GOVERNMENTAL FUNDING ENTITY”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (“PMPM”) contribution increments multiplied by member months, as reflected in Exhibit

1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2021 through December 31, 2021 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2021 through December 31, 2021 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2021. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4)

of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2021 through December 31, 2021, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

* Any required signature(s) on any documents must be in compliance with California

Government Code section 16.5 and any other applicable state or federal regulations.

To the GOVERNMENTAL FUNDING ENTITY:

Anne Molgaard, Director
Mendocino County Public Health
1120 S. Dora Street
Ukiah, CA 95482
molgaardac@mendocinocounty.org

With copies to:

Nate England, Department Analyst I
Mendocino County Public Health
1120 S. Dora Street
Ukiah, CA 95482
englandn@mendocinocounty.org

Chris Borgna, Admin Services Manager II
Mendocino County Public Health
1120 S. Dora Street
Ukiah, CA 95482
borgnacw@mendocinocounty.org

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

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8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2021 and shall expire as of June 30, 2024 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on
the date of the last signature below.

THE COUNTY OF MENDOCINO:

By:  _____ Date: October 26, 2022
Anne Molgaard, Public Health Director

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:


By:  _____ Date: December 6, 2022
Rafael Davtian, Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan:	Partnership Health Plan of California		
Rating Region:	All Rating Regions		
Service Period	1/2021 - 12/2021		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.10	1,835,590	\$ 183,559
Child - MCHIP	\$ 0.07	817,276	\$ 57,209
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Adult - MCHIP	\$ 0.23	28,224	\$ 6,492
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SPD	\$ 0.89	490,034	\$ 436,130
SPD/Full-Dual	\$ 0.21	836,710	\$ 175,709
LTC	\$ 4.02	1,763	\$ 7,087
LTC/Full-Dual	\$ 2.52	37,393	\$ 94,230
OBRA	\$ 0.54	1,738	\$ 939
WCM	\$ 1.51	83,465	\$ 126,032
Estimated Total		7,380,288	\$ 1,565,623

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.



Mendocino County Board of Supervisors Agenda Summary

Item #: 4c)

To: Board of Supervisors

From: County Counsel Cultural Services Agency

Meeting Date: February 7, 2023

Department Contact: Christian Curtis

Phone: 707-234-6885

Department Contact: Kristin Nevedal

Phone: 707-234-6335

Department Contact: Steve Dunnicliff

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 2 Hours

Agenda Title:

Discussion and Possible Action Regarding the Handling of Vegetation Modification in Connection with Applications for Commercial Cannabis Cultivation Under Mendocino County Code Chapter 10A.17 (Sponsor: County Counsel and Cannabis)

Recommended Action/Motion:

Provide direction regarding a potential ordinance amendment for the handling of vegetation modification in connection with applications for commercial cannabis cultivation under Mendocino County Code Chapter 10A.17.

Previous Board/Board Committee Actions:

On October 4, 2022, the Board disbanded the Cannabis Ad Hoc Committee and suggested the discussion of vegetation modification return for further discussion at the next General Government Committee. The vegetation modification discussion at the General Government Committee occurred on December 12, 2022, and was continued to allow for further discussion and community input. Due to reorganization of the General Government Committee at the beginning of 2023, this vegetation modification was moved to be discussed with the Board of Supervisors.

Summary of Request:

Mendocino County only allows commercial cannabis cultivation with a permit under Chapter 10A.17 of the Mendocino County Code. Permits may not be granted if certain trees (commercial species or true oak) are removed “for the purpose of developing a cannabis cultivation site . . .” The ordinance requires staff to deny permits where prohibited tree removal has occurred or is contemplated, but exceptions exist for safety or disease concerns. This limitation on tree removal was enacted as an environmental mitigation measure and was part of the County’s basis for determining that no Environmental Impact Report was needed prior to adoption of the ordinance.

Administration of this part of the ordinance has presented certain challenges. Because the ordinance applies retroactively, the Cannabis Department (the “Department”) is often required to determine whether tree removal was consistent with 10A.17 years after the removal occurred. Because it is more restrictive than other laws, applicants are prohibited from cultivating in areas where tree removal was entirely lawful or even

Item #: 4c)

permitted by responsible agencies. In many cases, there may have been no need to document the types of trees or the reasons for their removal at the time that the tree clearing happened.

A substantial number of current applications propose cultivation activities in areas from which trees have been removed. For each such application, the Department needs to determine whether the trees removed were of a prohibited species, whether they were removed for the purpose of developing a cultivation site, and whether they fell within the ordinance's exemption for "safety or disease concerns." In many cases, there may be substantial questions about the sufficiency and reliability of the evidence available to make that determination.

The Department, in working with counsel, has developed an affidavit form which, along with other applicant submissions, will give it an evidentiary basis to begin to make these determinations. Additionally, the Department is working to develop standards to cover (1) when the submissions or extraneous information may warrant further inquiry and (2) when the totality of the evidence is sufficient to grant or deny the application. The Department is requesting direction from the Board of Supervisors and input from the public prior to implementation of this draft document.

Additionally, the Department would like to ask the Board of Supervisors to consider a possible ordinance amendment to clarify certain ambiguities in the existing ordinance related to tree removal. Although the Department Head's interpretation is entitled to substantial deference, a few of the current ambiguities touch on important policy issues that may be more suitable for Board resolution.

Alternative Action/Motion:

Provide direction to staff.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: n/a

current f/y cost: n/a

annual recurring cost: n/a

budget clarification: n/a

budgeted in current f/y: N/A

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Direction Given to Staff

Item #: 4c)





COUNTY OF MENDOCINO CANNABIS DEPARTMENT

125 EAST COMMERCIAL ST • WILLITS • CALIFORNIA • 95490

KRISTIN NEVEDAL, DIRECTOR

PHONE: 707-234-6680

FAX: 707-234-6337

cannabisprogram@mendocinocounty.org
www.mendocinocounty.org/cannabisprogram

INTRODUCTION

On October 4, 2022, the Board of Supervisors (the "Board") heard recommendations from the Cannabis Ad Hoc Committee. Some of those recommendations were passed to the General Government Committee with further direction given to staff. One such recommendation was for staff and the County Counsel's office to provide clarity, direction, and procedures regarding tree removal and vegetation modification in and around existing and proposed cannabis cultivation areas.

That tree removal and vegetation modification discussion occurred with the General Government Committee on December 12, 2022, and was continued to allow for further discussion and public input. Due to the reorganization of the General Government Committee at the beginning of 2023, the continued discussion was moved to be brought before the Board of Supervisors.

BACKGROUND

On April 4, 2017, Ordinance No. 4381 (the "Cannabis Ordinance") was approved and adopted by the Board, which laid the foundation for the current Mendocino County cannabis rules and regulations. Those rules and regulations were codified, in part, in the Mendocino County Code of Ordinances (the "MCC") § 10A.17.

Before the Cannabis Ordinance was approved, the County, under the direction of the Board, had the Draft Initial Study and Environmental Checklist dated November 7, 2016, with revisions prepared on or around March 21, 2017, (the "Initial Study"). That Initial Study recommended that the Board of Supervisors approve a mitigated negative declaration (the "MND"), which would make recommended changes to the proposed cannabis regulations. By approving the MND and adopting the Cannabis Ordinance as revised pursuant to the MND, the County fulfilled its California Environmental Quality Act ("CEQA") requirements. A complete environmental impact report on implementing the new cannabis program was not needed. One of the mitigation measures recommended by the Initial Study was to include a prohibition on tree removal for the purposes of developing a cultivation site.

As recommended, the Cannabis Ordinance was approved with the prohibition on the removal of certain tree species for the purposes of developing a cannabis cultivation site. The prohibition was codified in MCC § 10A.17.040. Shortly thereafter, on or around August 29, 2017, the Board approved additional language to MCC § 10A.17.090 via Ordinance No. 4392 (the "Revised Ordinance") that prevented the approval of an application if it would require the removal of those certain tree species on or after May 4, 2017. The Revised Ordinance allows applications to be approved if trees were removed before May 4, 2017, only if certain requirements are met.

The Cannabis Ordinance does, however, provide exemptions from the tree removal prohibition. The prohibition does not include the pruning for maintenance, or the removal of such trees if necessary to address safety or disease concerns. Additionally, for trees removed before May 4, 2017, the Revised Ordinance requires applicants to

provide evidence that “no trees were unlawfully removed to develop a cultivation site...” or “evidence that environmental impacts of the tree removal have been mitigated to the extent feasible or otherwise resolved.” In determining sufficient evidence, the Revised Ordinance states that “County staff shall defer to the resource protection agencies [CalFire, the NCRWQCB, and the CDFW] for determinations as to the unlawful removal of trees or unauthorized conversion of timberland or the sufficiency of any required remediation to address the environmental impacts.” There are no evidentiary requirements provided in the Cannabis Ordinance regarding the removal of trees for safety or disease concerns after May 4, 2017.

Given the ambiguity in evidentiary requirements for tree removal both pre-and post-May 4, 2017, the enforcement of the tree removal prohibition for already removed trees has been difficult and, to some extent, sparse. To further compound the confusion behind evidentiary requirements, the resource protection agencies, CalFire, the NCRWQCB, and the CDFW, do not have clear objective standards that the Mendocino County Cannabis Department (“MCD”) could easily adopt in making determinations on unlawful tree removal and/or remediation requirements.

On or around March 2022, MCD sought to address the tree removal prohibition on applications that it had concerns that the applicants had removed protected trees either before, or after, May 4, 2017. That implementation came in the form of letters sent by MCD to the applicable applicants and renewal applicants requesting additional evidence that they had not removed trees in violation of MCC § 10A.17 (the “15-day Vegetation Modification”). The letters stated that applicants had fifteen (15) days to provide such evidence, which could include, but was not limited to, an after-the-fact detailed report conducted by a licensed professional stating that the trees were not a protected species, that they were dead, dying, or diseased, and/or removed for fire safety. If the requested evidence wasn't provided in the requested timeframe, applicants and permit holders would have their applications denied and renewals would be placed on hold.

As a result of the 15-day Vegetation Modification Letters, MCD and the Board received several letters and comments from applicants, permit holders, and their respective agents and advocates. Those letters and comments expressed concern regarding, amongst other items, MCD's request for evidence that was not required at the time the tree removal would have occurred and adding evidentiary requirements not found in MCC § 10A.17 such as reports created by licensed professionals for trees removed years prior.

The ambiguity within MCC § 10A.17 combined with the lack of clarity provided by the resource protection agencies has left open questions as to (1) what evidence is acceptable to MCD when it has reason to believe trees have been improperly and/or illegally removed and (2) how to properly define “purposes of developing a cultivation site” and “safety or disease concerns” regarding tree removal. One attempt to answer that question was the issuance of the 15-day Vegetation Modification Letters. However, the Board has since asked County staff to provide further clarity, direction, and procedures regarding tree removal and to limit the bureaucracy needed to remove trees when allowed or otherwise required.

DISCUSSION

Ordinance Ambiguity

By electing to adopt the MND and a ministerial review process for cannabis permits, there must be objective criteria in the approval or denial of cannabis permit applications. Generally, the objective criteria are established within the cannabis regulations. Issues arise, however, when there is ambiguity in the regulations and policy standards have not been established.

The language provided in the tree removal prohibition found in MCC § 10A.17.040 (K) reads as follows:

"Prohibition on Tree Removal. Removal of any commercial tree species as defined by Title 14 California Code of Regulations section 895.1, Commercial Species for the Coast Forest District and Northern Forest District, and the removal of any true oak species (*Quercus* sp.) or Tan Oak (*Notholithocarpus* sp.) for the purpose of developing a cannabis cultivation site is prohibited. This prohibition shall not include the pruning of any such trees for maintenance, or the removal of such trees if necessary to address safety or disease concerns."

MCC § 10A.17.040.

The language is clear in describing the protected tree species that cannot be removed. Ambiguity exists, however, when defining the "purpose of developing a cannabis cultivation site" and "safety or disease concerns." As the Ordinance is ministerial in nature, MCD has been tasked with providing objective standards to those ambiguous terms. However, these ambiguities touch on important policy issues that may be more suitable for Board direction or resolution. Below is a discussion regarding the potential definitions and recommendations for the Board.

Purpose Of Developing A Cannabis Cultivation Site

The ambiguity in the term "purpose of developing a cannabis cultivation site" is found in determining the definition of "purpose of developing" because "cultivation site" is defined in MCC § 10A.17.020. A "cultivation site" is defined as follows:

"'Cultivation site' means one (1) or more locations or facilities on one (1) legal parcel (or one (1) or more legal parcels if specifically allowed for by this Chapter 10A.17) subject to a single approved Permit for the cultivation of cannabis where cannabis is planted, grown, harvested, dried, cured, graded, trimmed, or processed, or that does all or any combination of those activities. One (1) or more areas of cannabis cultivation may exist on the legal parcel used for that purpose."

MCC § 10A.17.020.

It is clear from the definition above that the tree removal prohibition was to include the removal of the protected tree species from areas in which cannabis would exist throughout the growing and processing cycle. The ambiguity occurs when defining tree removal for the "purpose of developing" such a cultivation site.

In addition to the facilities included in the definition of a cultivation site, there are several supporting structures and/or land improvements that are required to properly run and maintain a commercial cannabis cultivation operation. Those supporting structures and/or land improvements include, but are not limited to, irrigation ponds, roads, solar

panels, commercial restrooms, ADA-compliant parking, etc. The question presented when taking those into consideration is whether those supporting structures and/or land improvements fall within the definition of “purpose of developing a cannabis cultivation site” when determining whether improper tree removal occurred.

As some helpful background, when an ambiguous statute or regulation is interpreted by a court, it will typically consider evidence of the lawmakers' intent beyond the words of the statute. Courts may examine a variety of extrinsic aids, including the statutory scheme of which the provision is a part, the history and background of the statute, the apparent purpose, and any consideration of constitutionality, in an attempt to ascertain the most reasonable interpretation of the measure. (*Hughes v. Board of Architectural Examiners* (1998) 17 Cal. 4th 763, 776). A court will select a construction that comports most closely with the apparent intent of the lawmakers, with a view to promoting rather than defeating the general purpose of the statute, and avoiding an interpretation that would lead to absurd consequences. (*Day v. City of Fontana* (2001) 25 Cal. 4th 268, 272). Additionally, when an administrative agency is charged with enforcing a particular statute, that agency's interpretation of the statute will be accorded great respect by the courts and will be followed if not clearly erroneous. (*Boling v. Public Employment Relations Bd.* (2018) 5 Cal. 5th 898, 911).

Here, MCD is the administrative agency charged with implementing and enforcing the County's cannabis regulations, including the tree removal prohibition. MCD, however, requests the Board's input and direction in developing definitions and policies on the tree removal prohibition given the important policy issues involved and the potential impact the policy may have on the County. To develop those definitions, the applicable tree removal prohibition must be interpreted using similar methods a court would utilize.

One major factor taken into consideration when interpreting a regulation is the lawmakers intended purpose of the regulation. As mentioned above, the tree removal prohibition was added pursuant to a mitigation measure of the MND. Since the mitigation measure was recommended in the Initial Study, that Initial Study is taken into consideration when interpreting regulations added by the MND, as well as the Board's intent when adopting the MND.

In recommending the tree removal prohibition in the MND, the Initial Study recognized the following: (1) the potential impact on forestry resources associated with the cultivation of cannabis includes areas cleared of timber for the installation of roadways, water storage, and cultivation sites; (2) there is a baseline condition of existing cannabis cultivation that had caused trees to be removed; and (3) Cal Fire reported a surge in a number of CEQA-exempt Less-Than-Three acre Conversions as cannabis cultivators moved into forested landscapes. The Initial Study states that “[i]n order to prevent future conversion of forestry resources [the tree removal prohibition] is recommended.” (See the Initial Study, pg. 37).

Taking those statements into consideration, it is clear that the MND was meant to prevent the creation of new cannabis cultivation sites, the expansion of existing cannabis cultivation sites, and the installation of roadways and water storage if the creation of such sites and installations would require the removal of any covered tree species. However, the question remains whether the MND meant to prevent cannabis cultivation sites that existed at the time the Cannabis Ordinance was adopted from building other

needed supporting structures and/or land improvements or improving existing roadways and water storage if any protected tree species had to be removed to build such structures or improvements.

As such, MCD is requesting the Board to adopt a resolution that provides a definition or clarification on the terms “purpose of developing” contained in the tree removal prohibition found in MCC § 10A.17.040(K). MCD, with support from County Counsel and outside counsel, has prepared the following three potential definitions for consideration and comment:

- 1) “purpose of developing a cultivation site” shall mean the alteration, grading, removal, or other development of land to create, or expand, a cultivation site, as that term is defined in MCC § 10A.17.020.
- 2) “purpose of developing a cultivation site” shall mean the alteration, grading, removal, or other development of land to create, or expand, a cultivation site, as that term is defined in MCC § 10A.17.020, supporting structures, or land improvements. For this definition, “land improvements” shall include, but not be limited to, such items as excavation, non-infrastructure utility installation, driveways, parking lots, retaining walls, fences, and outdoor lighting.
- 3) “purpose of developing a cultivation site” shall mean the alteration, grading, removal, or other development of land for the benefit of an existing or proposed cultivation site, as that term is defined in MCC § 10A.17.020.

Definition #1 limits the definition to the creation or expansion of a cultivation site, which includes all facilities that will ever contain cannabis. However, it does not include supporting structures or land developments. This definition will allow cannabis cultivators to continue to use existing cannabis cultivation sites by allowing the building of required supporting land improvements. By allowing such removal there is a concern that there is, or will be, a large number of applicants and permit holders who have removed protected tree species or will remove protected tree species to create supporting land improvements.

Definition #2 expands the definition to include supporting structures and land improvements, in addition to preventing the creation or expansion of a cultivation site. By including those into the definition, some existing cannabis cultivation sites will be unable to receive permits because they are required to make land improvements to either receive building permits or make their site a viable commercial farm. However, the addition of those terms in the definition will significantly limit the environmental impact of existing and new commercial cannabis cultivation sites as it will decrease the number of allowable sites and prevent any further development. This definition will also prevent the creation of new, and expansion of existing, cannabis cultivation sites if protected tree species were removed or are proposed to be removed.

Definition #3 is all-encompassing as it includes any land improvements that will benefit the cannabis cultivation site, which will include ponds, roads, solar panels, expansions, sheds, etc. This definition will prevent any development that results in the removal of protected tree species if it is meant to benefit a cannabis cultivation site. One

notable consequence of this definition is that when an applicant needs to improve a road to access their home, which requires the removal of a tree, and that road also serves as access to their cannabis cultivation site they must choose between improving that road and their livelihood.

As stated above, MCD requests the Board adopt a resolution amending MCC § 10A.17.040(K) by defining the terms “purpose of developing” contained in the tree removal prohibition.

Safety and Disease Concerns

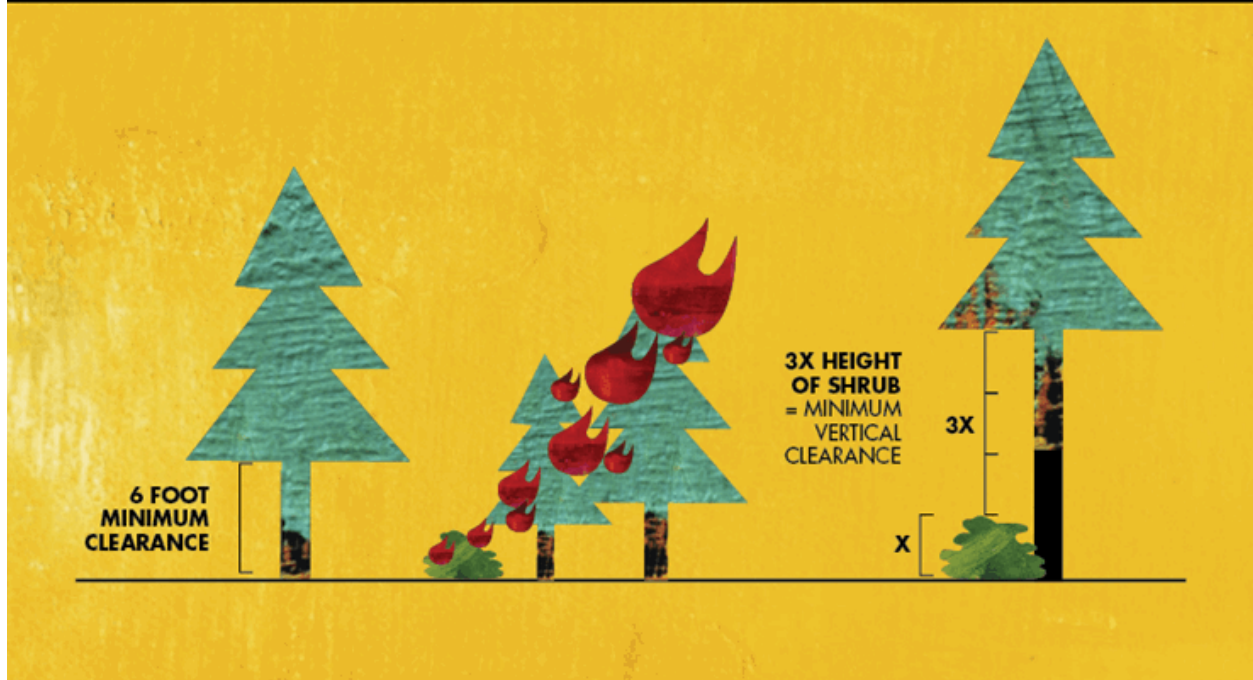
The term “safety and disease concerns” is ambiguous in that it does not refer to any objective standards to be applied in implementing or enforcing the regulation. In recommending the tree removal language, the Initial Study does not provide any comments regarding the intended purpose of allowing tree removal for “safety and disease concerns.” As such, the words should be given their usual, ordinary, commonsense meaning understood at the time of the enactment. (*People v. Cruz* (1996) 13 Cal. 4th 764, 782).

When applying the above interpretation standard to “disease concerns,” objective standards can be established when enforcing the tree removal prohibition in that the removal of a protected tree species is proper if it was diseased or there were actual disease concerns. We further discuss proposed evidentiary standards to establish that fact below.

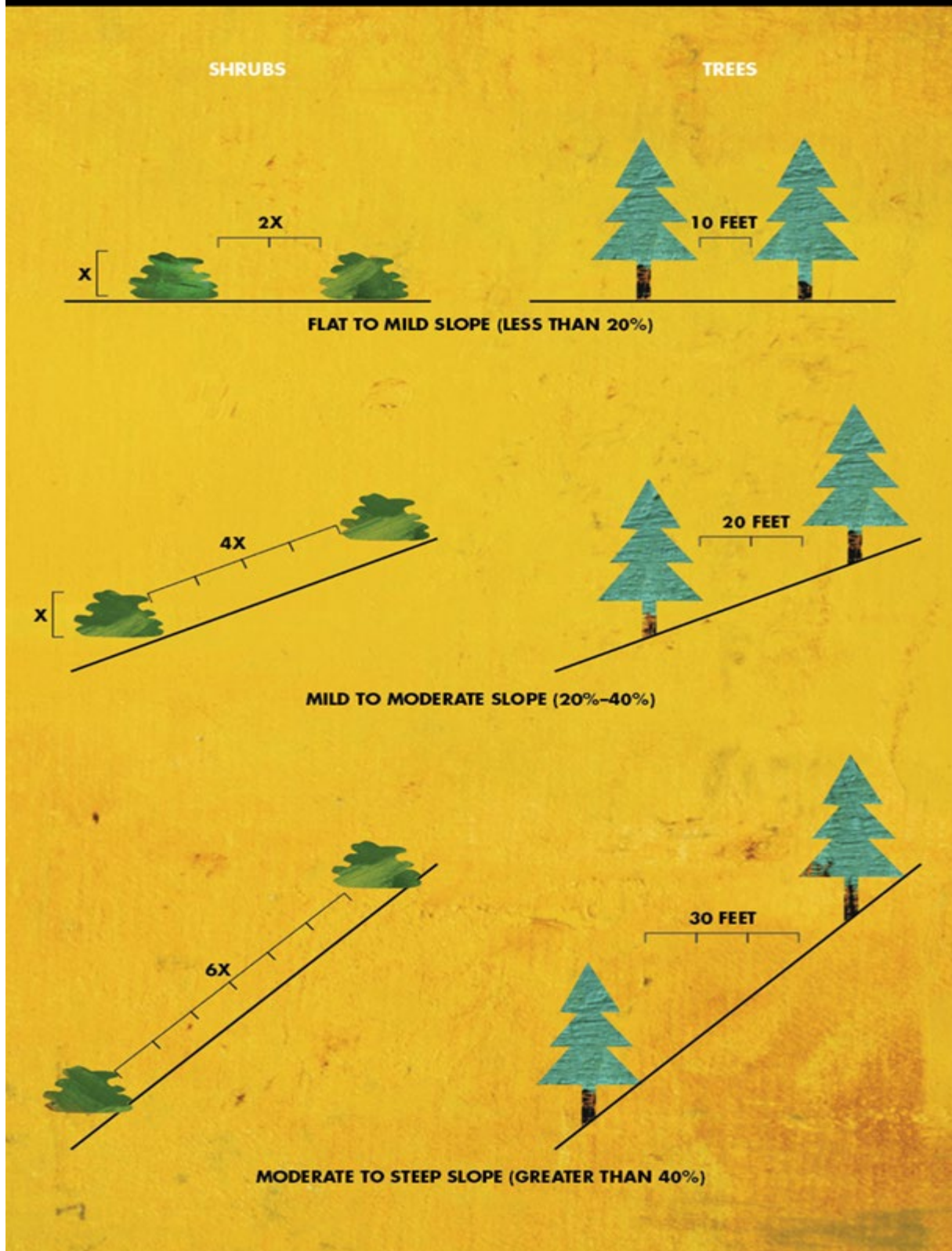
As for the term “safety ... concerns,” the usual, ordinary, commonsense meaning of this term can be a very broad interpretation that would include anything from, in the terms of cannabis operations, expanding an old road or building a new one, building a pond, clearing out vegetation, etc. To narrow the interpretation so the tree removal prohibition does not contain a large enough loophole to make it ineffective, objective “safety...concerns” standards must be established.

In developing such standards, MCD looks to other state agencies and their standards for safety. For instance, CalFire has established standards and recommendations for fire safety and prevention. When creating minimum horizontal clearance, CalFire recommends 10 ft. spacing between trees when there is a slope under 20%; 20 ft. spacing for 20%-40% slopes; and 30 ft. spacing for slopes greater than 40%. For minimum vertical clearance, CalFire recommends 6 ft. minimum clearance for trees and 3x the height of any shrub below the trees. Below are visual examples of those CalFire standards.

MINIMUM VERTICAL CLEARANCE



MINIMUM HORIZONTAL CLEARANCE



(CALFIRE, <https://www.fire.ca.gov/programs/communications/defensible-space-prc-4291/> (last visited 12/2/2022)).

CalFire also provides applicants with requirements to bring their cannabis cultivation site into compliance with fire safety regulations. Those fire safety requirements may require the removal of protected tree species. Such removal would be allowed under MCC § 10A.17.040(K) if it addressed fire safety requirements of cannabis cultivation sites that existed before the adoption of the Cannabis Ordinance.

Given the potentially broad interpretation of the term “safety...concerns,” MCD requests direction from the Board to apply CalFire standards and requirements when determining whether the removal of a protected tree species was proper for “safety...concerns.” We discuss the proposed evidentiary standards needed to fall within this exemption below.

Evidentiary Standards

After the objective standards are established, MCD needs to develop the evidentiary standards when applicants claim the removal of a protected tree species falls within an exemption. The evidentiary standard that will be applied if any denial is reviewed by a court is whether the preponderance of evidence supported such denial. The County and MCD cannot change that standard. However, when reviewing applications, MCD must determine how much weight to give the submitted evidence when there is contradictory evidence.

Initially, as mentioned above, MCD requested that applicants and permit holders provide reports from licensed professionals. After further consideration, however, that evidentiary standard presents additional issues because such reports were not required at the time the trees were removed. Requiring after-the-fact reports, when applicants or permit holders had no notice that such reports would be required, may be of limited probative value and insufficient to address the range of issues. Rather, MCD worked with County Counsel and outside counsel to create the Affidavit for Tree Removal for Cannabis Cultivators (the “Affidavit”), attached here as Exhibit A.

The proposed Affidavit will provide MCD with an evidentiary basis to decide on the sufficiency and reliability of evidence provided by applicants and permit holders where trees have already been removed. The Affidavit allows applicants and permit holders to attest, under penalty of perjury, to the facts that determine whether the tree removal complied with the ordinance. The Affidavit is in a format that is easy to follow and complete, and it provides an opportunity for the individuals to provide further clarification and support for their assertions.

The examples of support included in the Affidavit are items that would have been required to properly remove a tree at the time of the tree removal. For example, prior to removing a commercial tree species for fire safety concerns, individuals would have had to submit a Timber Harvesting Plan Exemption Form with CalFire. The Affidavit requests such information and documentation. However, the Affidavit will not catch all scenarios. There will be times when such information and documentation were not required before removing the trees, the trees were removed for otherwise lawful purposes, or the tree removal was permitted by responsible agencies.

Given the probability that MCD will receive various levels of evidentiary support along with the Affidavit, MCD will need to decide that either (1) the submissions or extraneous information warrants further inquiry or (2) the totality of the evidence is sufficient to grant or deny the application. In making that determination and balancing

evidence, MCD must apply a certain weight to all the evidence that it has to review. For example, MCD cannot take submitted Affidavits as the ultimate truth when there is extraneous evidence that supports the Affidavit is incorrect. As such, MCD is working to develop evidentiary standards and requests direction from the Board.

CONCLUSION

As discussed above, given the ambiguity of the tree prohibition in MCC § 10A.17 and the important policy considerations involved, MCD would like to ask the committee to consider possible recommendations to the Board to clarify certain ambiguities in the existing ordinance related to tree removal, including the possibility of a clarifying amendment to the ordinance. Specifically, MCD requests the following:

1. MCD requests direction from the Board on whether to develop an amendment to MCC § 10A.17 that would define and clarify the terms "purpose of developing" contained in the tree removal prohibition found in MCC § 10A.17.040(K).
2. MCD requests direction from the Board on whether to apply CalFire standards and requirements when determining whether the removal of a protected tree species was proper for "safety...concerns" under MCC § 10A.17.040(K).
3. MCD requests direction from the Board regarding evidentiary standards and assigned weight of submitted evidence that MCD will use to review Affidavits in deciding that either (1) the submissions or extraneous information warrants further inquiry or (2) the totality of the evidence is sufficient to grant or deny the application.

KKN/jss

Exhibit A

AFFIDAVIT FOR TREE REMOVAL
FOR CANNABIS CULTIVATORS

State of California
County of Mendocino

This affidavit concerns the removal of certain commercial tree species, as defined by Title 14 California Code of Regulations section 895.1, Commercial Species for the Coast Forest District and Northern Forest District (see attached) (“**Commercial Tree Species**”) and certain oak species, defined as any true oak species (*Quercus* sp.) and any Tan Oak species (*Notholithocarpus* sp.) (“**Oak Tree Species**”)(collectively, “**Covered Tree Species**”) pursuant to Section 10A.17.040, subdivision (K), of the Mendocino Cannabis Cultivation Ordinance.

I do hereby swear, certify and affirm the following:

1) Affirmation of knowledge and authority to make these representations as to all relevant facts:

- ☐ I am the duly authorized representative of the applicant.
- ☐ These representations are made on behalf of the property owner, the applicant, and any other person working for, on behalf of, or acting with the permission of the owner or the applicant.

2) Were any trees removed from the property:

- ☐ No trees were removed within 150 feet of my existing or proposed cannabis cultivation site or any related pond or other source of irrigation used for the cultivation of cannabis, where a structure exists within the existing or proposed cannabis cultivation site or any related pond or other source of irrigation used for the cultivation of cannabis.
- ☐ No trees were removed within 50 feet of my existing or proposed cannabis cultivation site or any related pond or other source of irrigation used for the cultivation of cannabis, where no structure exists within the existing or proposed cannabis cultivation site or any related pond or other source of irrigation used for the cultivation of cannabis.

3) If you did not check one or more boxes in Section 2, check the appropriate box below, and provide an explanation:

- ☐ The trees were removed on or after May 4, 2017.
- ☐ The trees were removed prior to May 4, 2017.
- ☐ Trees were removed prior to May 4, 2017, and on or after May 4, 2017.

Please provide the approximate dates when the trees were removed, and provide any documentation in support of those approximate dates:

4) If you did not check one or more boxes in Section 2, check the appropriate box below, and provide an explanation:

- ☐ One or more trees were removed from the Property, and they were Covered Tree Species.
- ☐ One or more trees were removed from the Property, but they were not Covered Tree Species.

Please explain how it was determined the trees removed were not Covered Tree Species, and provide any documentation in support of the determination that the trees removed were not Covered Tree Species:

5) If you checked the first box in Section 4, check one or more of the boxes below, as appropriate, and provide an explanation:

- ☐ The removal of one or more Covered Tree Species was not for the *purpose of developing my existing or proposed cannabis cultivation site.

Please explain the purpose of removing the Covered Tree Species, and provide any documentation in support of the Covered Tree Species removal, such as a copy of any approved Timber Harvesting Plan or any Timber Harvesting Plan Exemption for the site:

- ☐ One or more of the Covered Tree Species that were removed were not sold, bartered, exchanged, or traded.

Please state approximately how many Covered Tree Species were removed and explain how the trees were used or disposed of:

- ☐ One or more Covered Tree Species were removed for the purpose of addressing safety or disease concerns.

Please explain what safety or disease issues were addressed, how the Covered Tree Species removal was consistent with CalFire recommendations for addressing safety concerns, and any documentation in support of the Covered Tree Species removal, such as a copy of any approved Timber Harvesting Plan or any Timber Harvesting Plan Exemption for the site:

6) If you checked the second box in Section 4, but did not provide documentation that the tree species removed were not Covered Tree Species, check one or more of the boxes below, as appropriate, and provide an explanation:

- ☐ The removal of one or more potentially Covered Tree Species was not for the *purpose of developing my existing or proposed cannabis cultivation site.

Please explain the purpose of removing the potentially Covered Tree Species, and provide any documentation in support of the potentially Covered Tree Species removal, such as a copy of any approved Timber Harvesting Plan or any Timber Harvesting Plan Exemption for the site:

- ☐ One or more of the potentially Covered Tree Species that were removed were not sold, bartered, exchanged, or traded.

Please state approximately how many potentially Covered Tree Species were removed and explain how the trees were used or disposed of:

- ☐ One or more potentially Covered Tree Species were removed for the purpose of addressing safety or disease concerns.

Please explain what safety or disease issues were addressed, how the potentially Covered Tree Species removal was consistent with CalFire recommendations for

addressing safety concerns, and any documentation in support of the potentially Covered Tree Species removal, such as a copy of any approved Timber Harvesting Plan or any Timber Harvesting Plan Exemption for the site:

* "Purpose of developing a cultivation site" means _____

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____ in _____ (City or County), _____ (State)

[NOTARIZED]

**Title 14 California Code of Regulations section 895.1, Commercial Species for
the Coast Forest District and Northern Forest District**

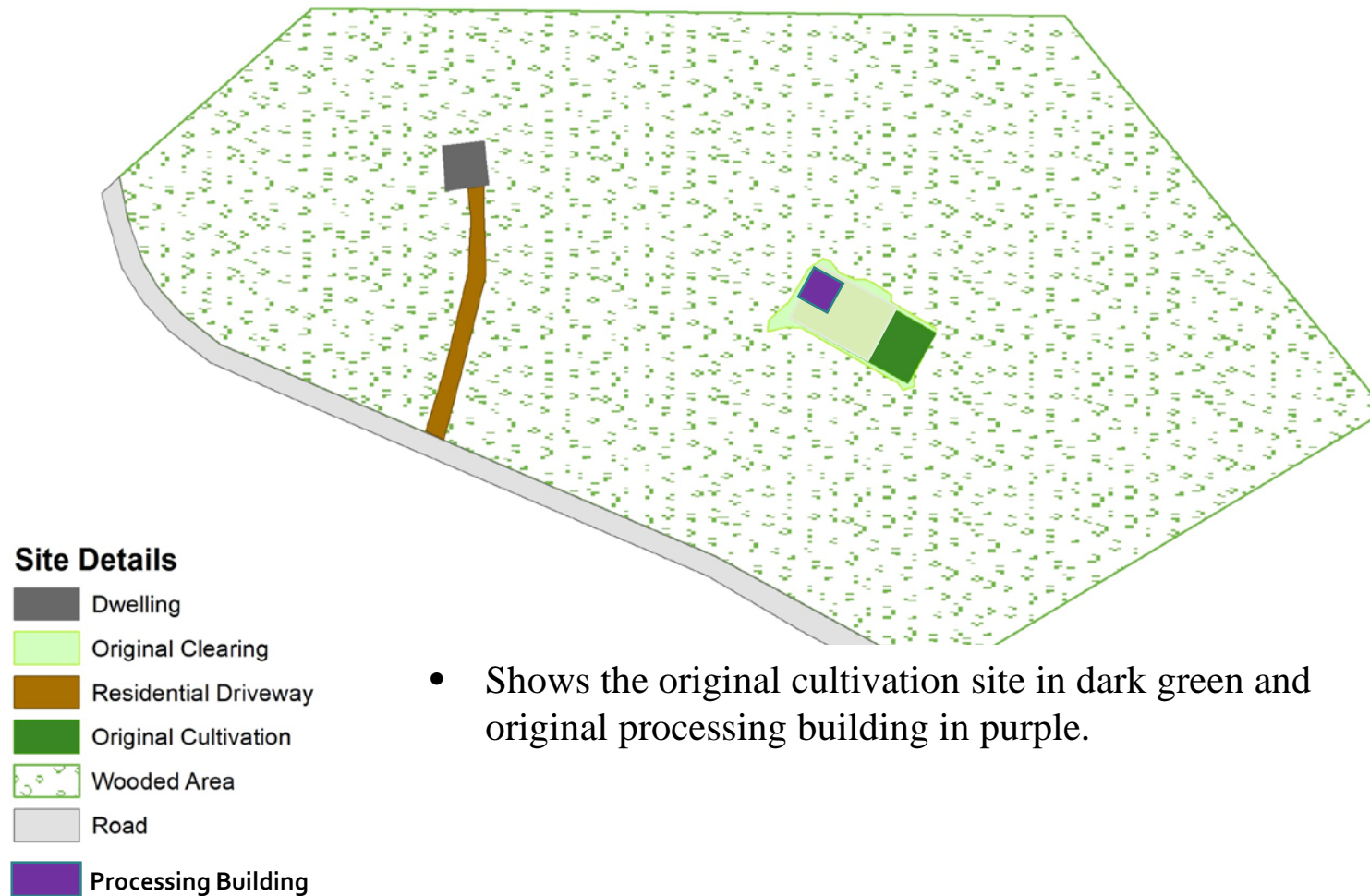
Coast Forest District Commercial Trees

coast redwood (*Sequoia sempervirens*)
Douglas-fir (*Pseudotsuga menziesii*)
grand fir (*Abies grandis*)
western hemlock (*Tsuga heterophylla*)
western redcedar (*Thuja plicata*)
bishop pine (*Pinus muricata*)
Sitka spruce (*Picea sitchensis*)
incense cedar (*Calocedrus decurrens*)
Port Orford cedar (*Chamaecyparis lawsoniana*)
California red fir (*Abies magnifica*)
white fir (*Abies concolor*)
Jeffrey pine (*Pinus jeffreyi*)
ponderosa pine (*Pinus ponderosa*)
sugar pine (*Pinus lambertiana*)
western white pine (*Pinus monticola*)
tan oak (*Notholithocarpus densiflorus*)
red alder (*Alnus rubra*)
white alder (*Alnus rhombifolia*)
Pacific madrone (*Arbutus menziesii*)
golden chinkapin (*Chrysolepis chrysophylla*)
California bay laurel (*Umbellularia californica*)
Oregon white oak (*Quercus garryana*)
California black oak (*Quercus kelloggii*)
Monterey pine (*Pinus radiata*)

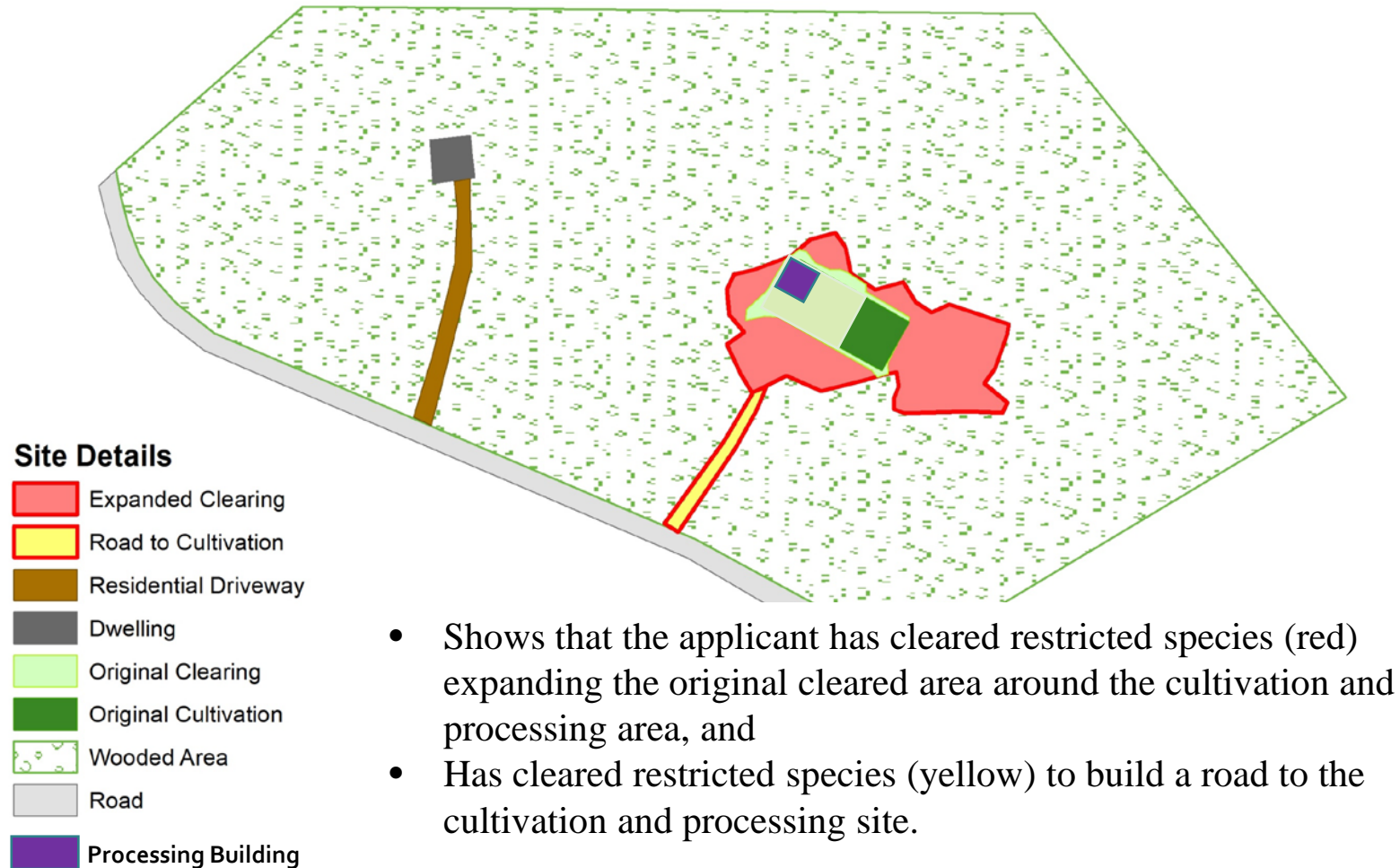
Northern Forest District Commercial Trees

sugar pine (*Pinus lambertiana*)
ponderosa pine (*Pinus ponderosa*)
Jeffrey pine (*Pinus jeffreyi*)
western white pine (*Pinus monticola*)
lodgepole pine (*Pinus contorta*)
coast redwood (*Sequoia sempervirens*)
white fir (*Abies concolor*)
California red fir (*Abies magnifica*)
noble fir (*Abies procera*)
Douglas-fir (*Pseudotsuga menziesii*)
incense-cedar (*Calocedrus decurrens*)
Port Orford cedar (*Chamaecyparis lawsoniana*)
Group B knobcone pine (*Pinus attenuata*)
gray pine (*Pinus sabiniana*)
California black oak (*Quercus kelloggii*)
Oregon white oak (*Quercus garryana*)
tan oak (*Notholithocarpus densiflorus*)
mountain hemlock (*Tsuga mertensiana*)
Brewer spruce (*Picea breweriana*)
Englemann spruce (*Picea englemanni*)
giant sequoia (*Sequoiadendron giganteum*)
golden chinkapin (*Chrysolepis chrysophylla*)
foxtail pine (*Pinus balfouriana*)
white alder (*Alnus rhombifolia*)
Monterey pine (*Pinus radiata*)
Pacific madrone (*Arbutus menziesii*)
California bay laurel (*Umbellularia californica*)
Western juniper (*Juniperus occidentalis*)

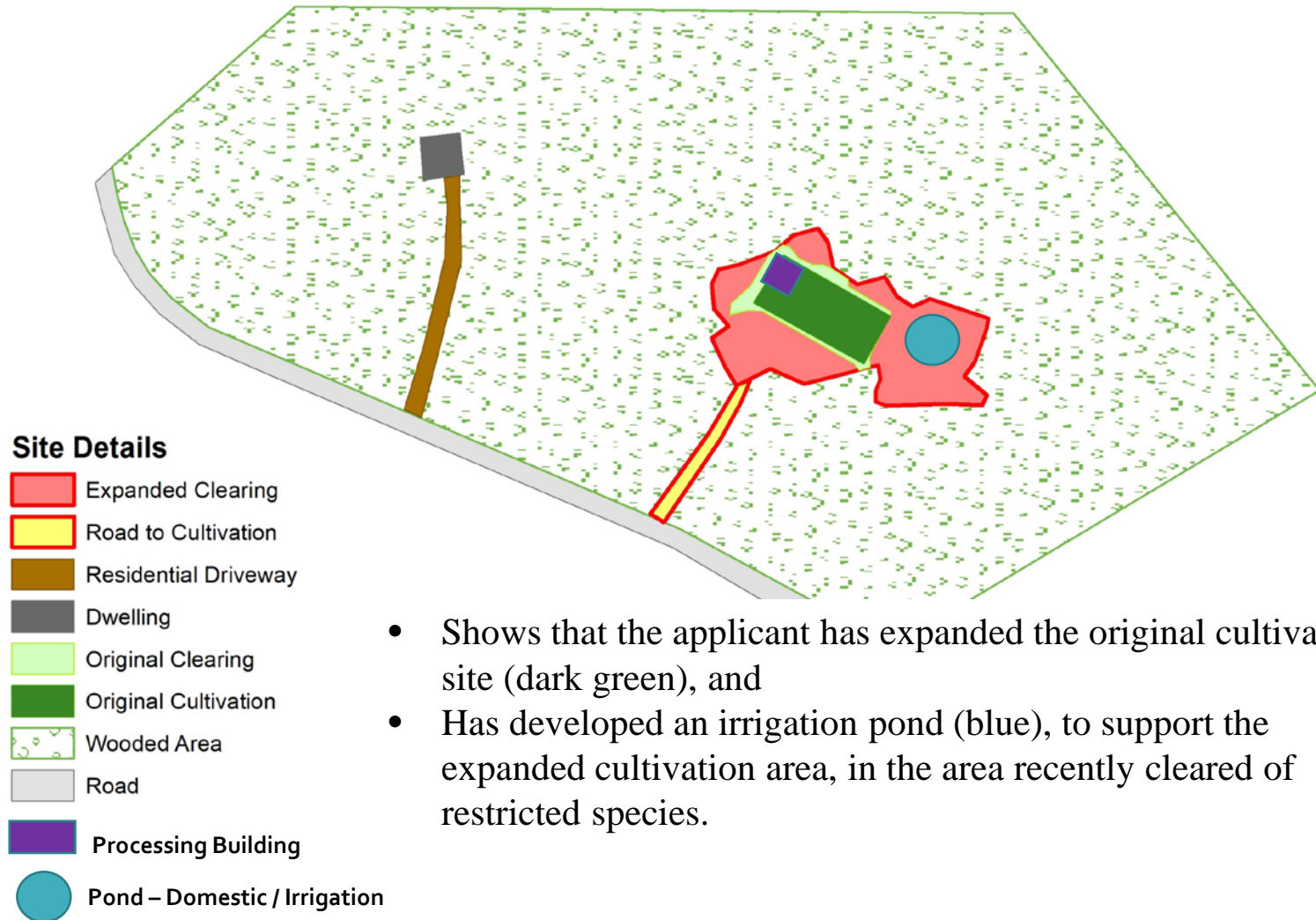
1. “purpose of developing a cultivation site” shall mean the alteration, grading, removal, or other development of land to create, or expand, a cultivation site, as that term is defined in MCC § 10A.17.020.



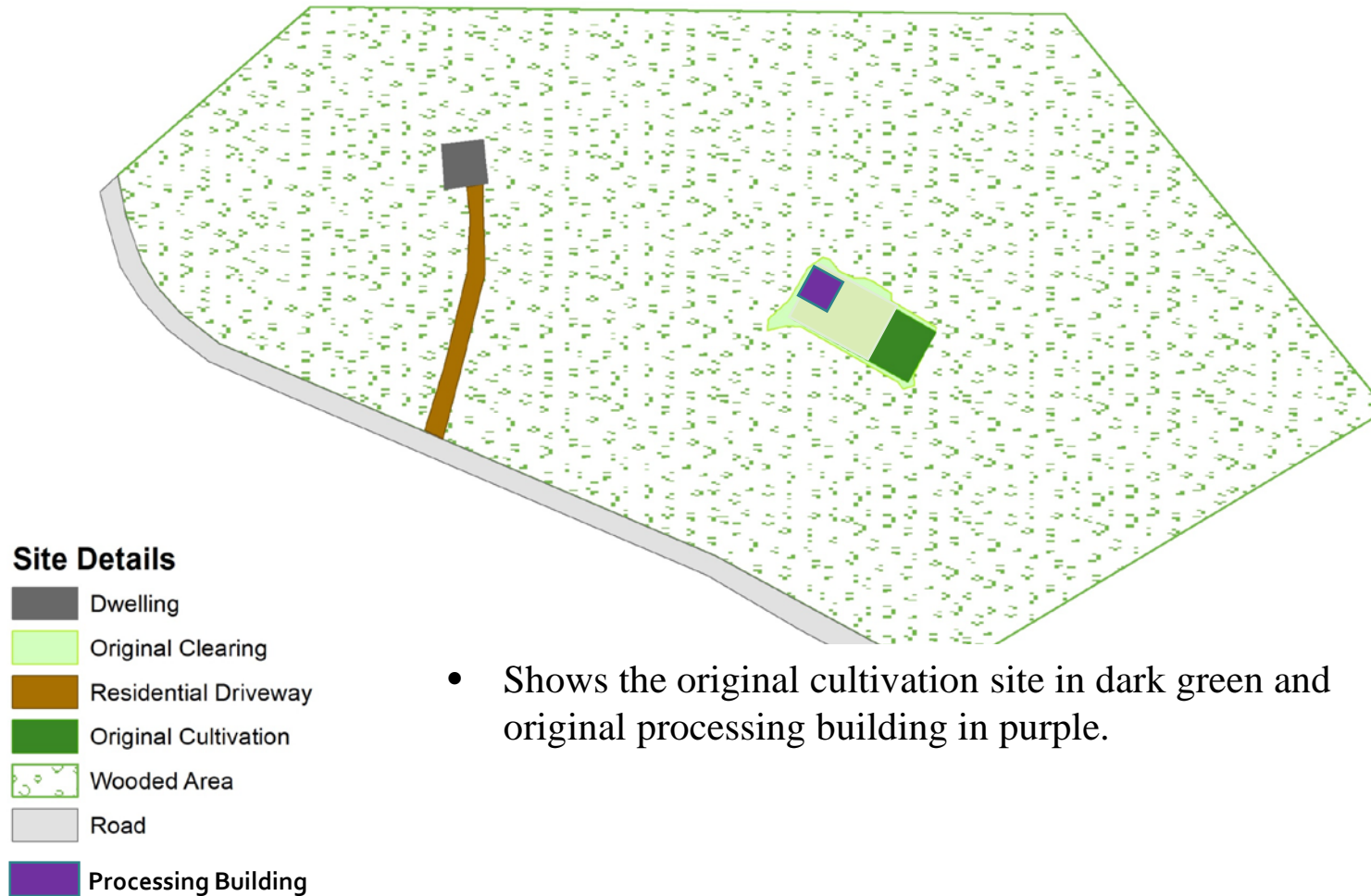
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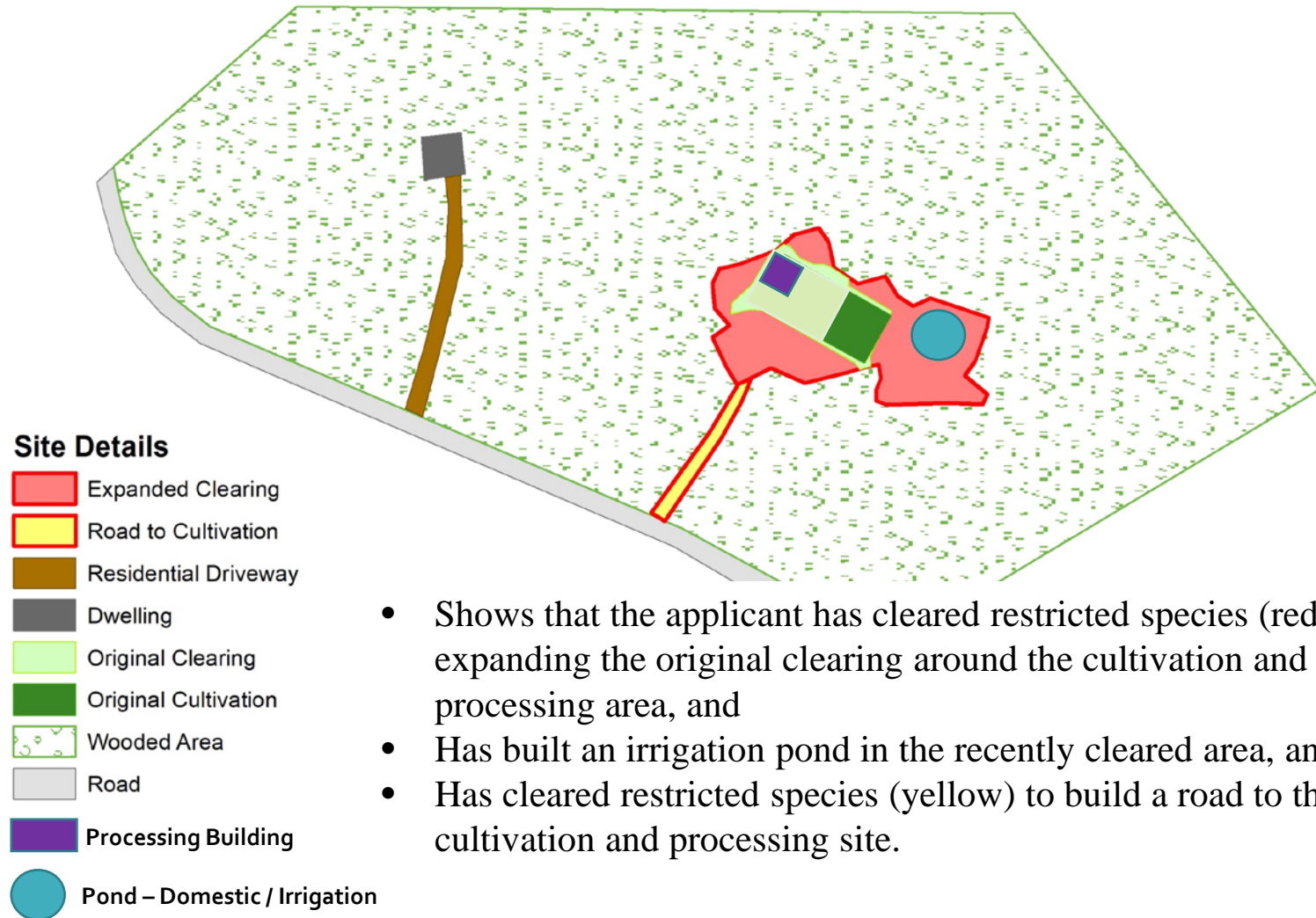
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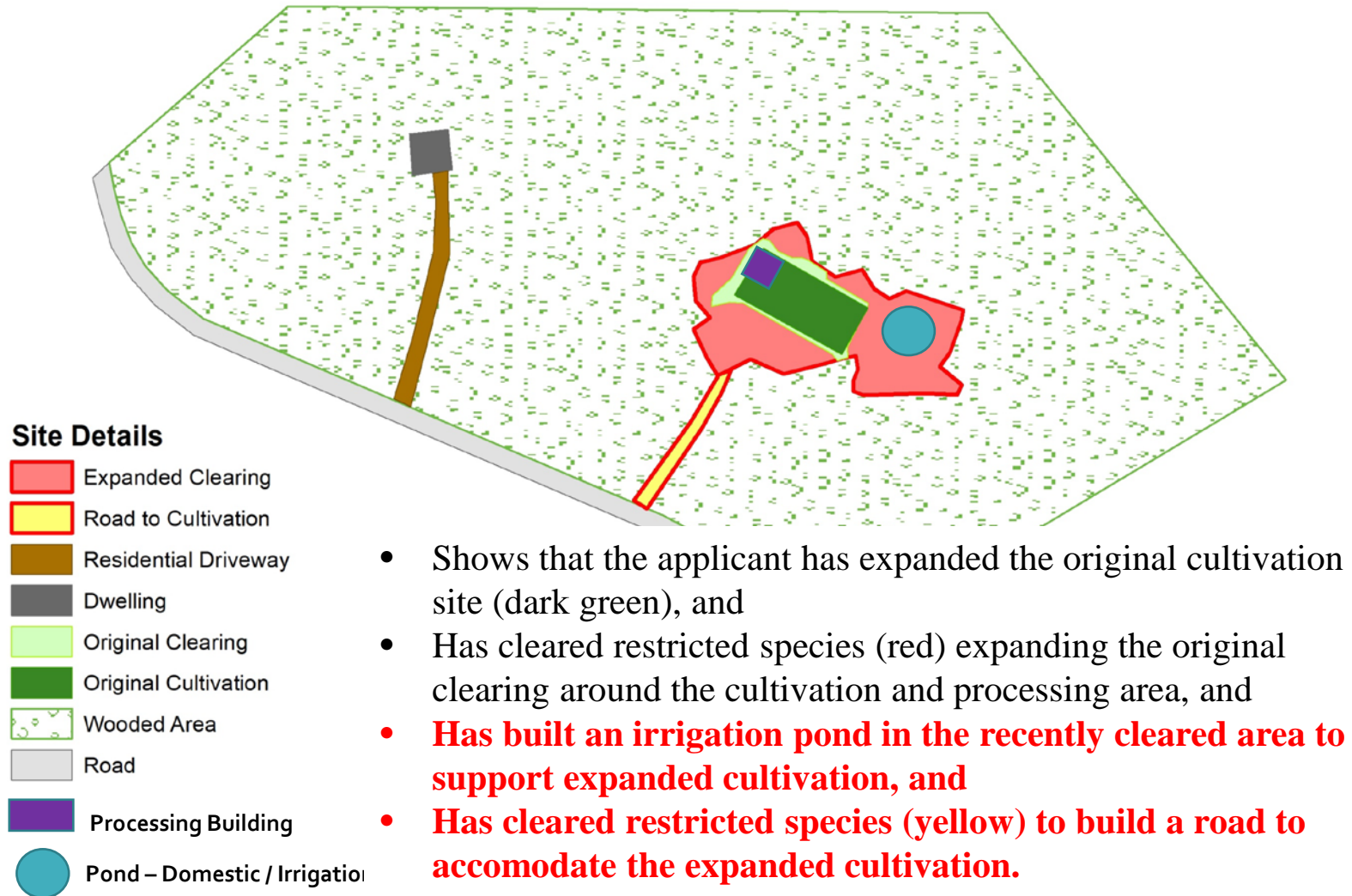
2. “purpose of developing a cultivation site” shall mean the alteration, grading, removal, or other development of land to create, or expand, a cultivation site, as that term is defined in MCC § 10A.17.020, supporting structures, or land improvements.



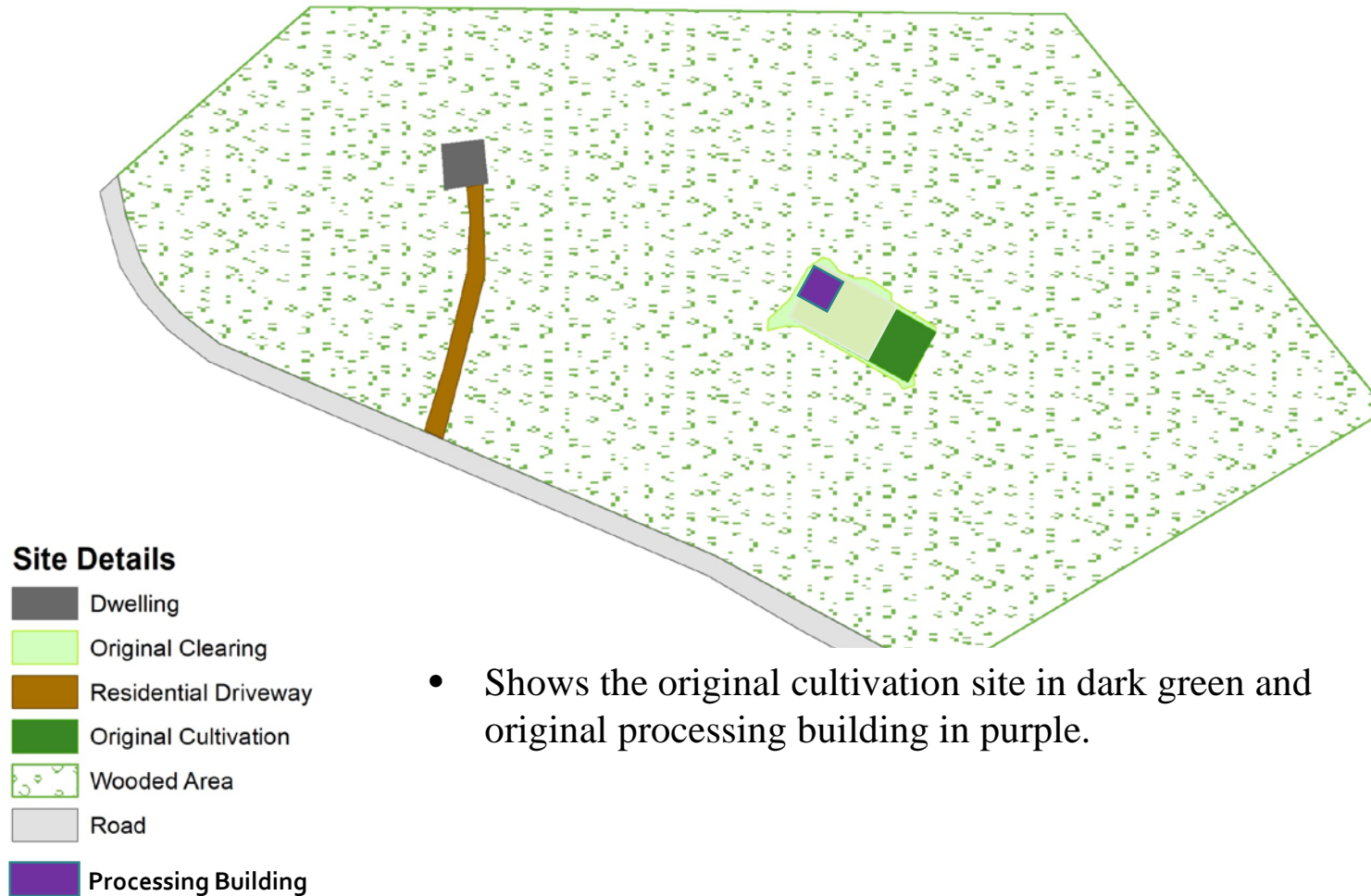
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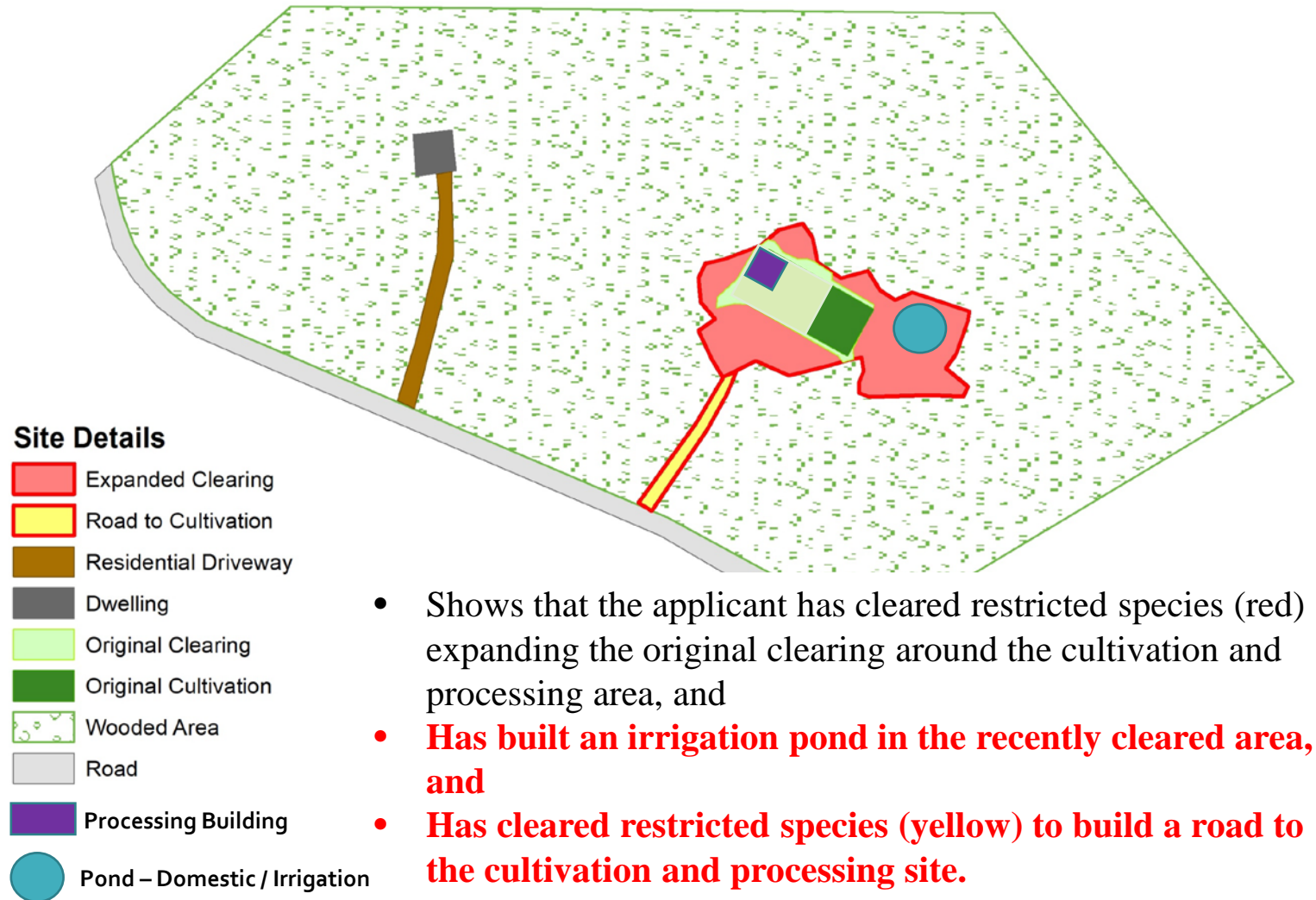
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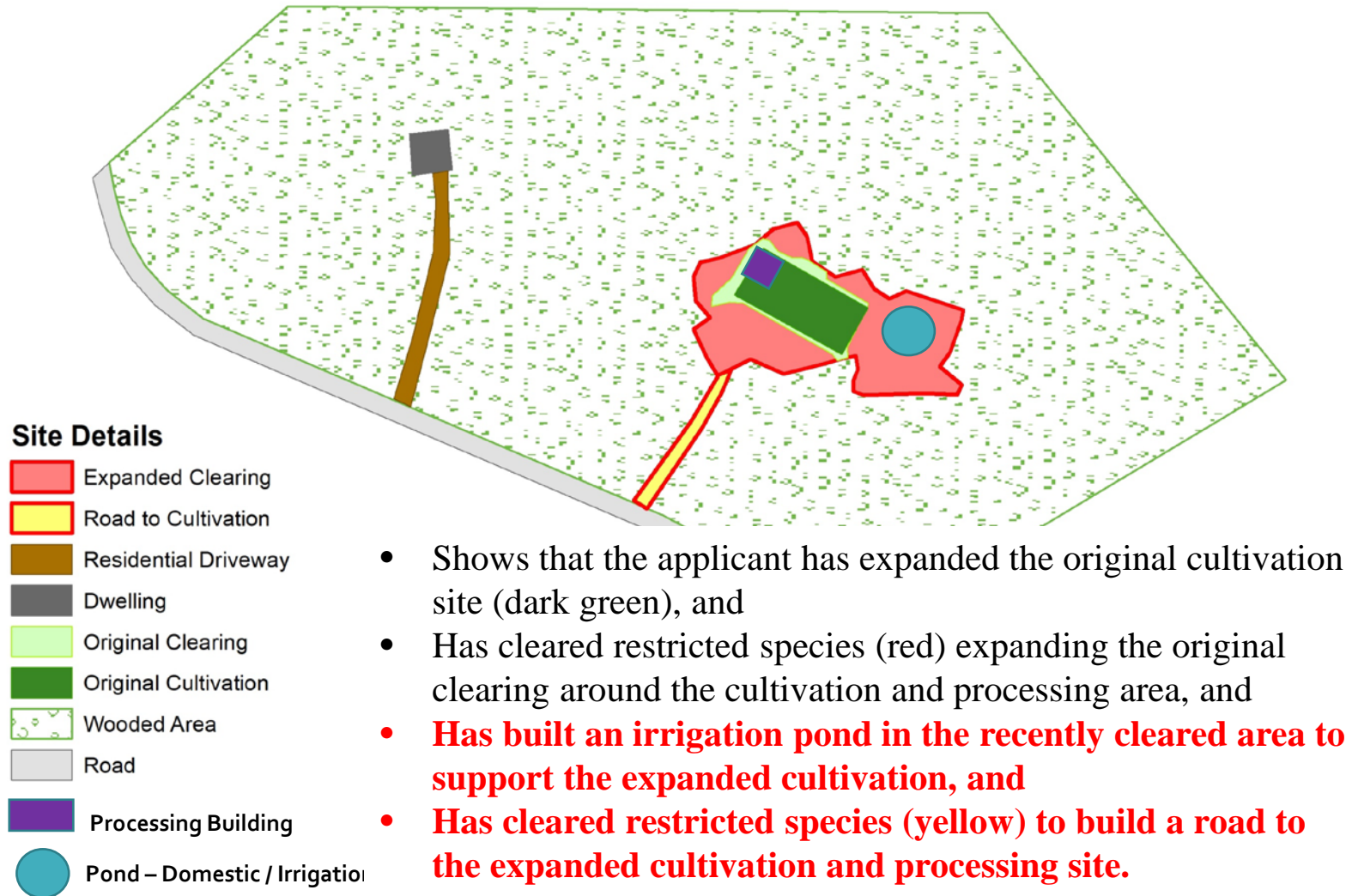
3. “purpose of developing a cultivation site” shall mean the alteration, grading, removal, or other development of land for the benefit of an existing or proposed cultivation site, as that term is defined in MCC § 10A.17.020.



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Mendocino County Board of Supervisors Agenda Summary

Item #: 4d)

To: Board of Supervisors

From: County Counsel

Meeting Date: February 7, 2023

Department Contact: Christian Curtis

Phone: 707-234-6885

Item Type: Regular Agenda

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Approval of Agreement with Larson LLP in the Amount of \$25,000 for Legal Opinion Regarding Federal Implications Associated with Mendocino County Cannabis Local Equity Grant Program, Effective Upon Signing Through June 30, 2023
(Sponsor: County Counsel)

Recommended Action/Motion:

Approve agreement with Larson LLP in the amount of \$25,000 for legal opinion regarding federal implications associated with Mendocino County Cannabis Local Equity Grant Program, effective upon signing through June 30, 2023; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

During the December 13, 2022, Board of Supervisors meeting, this Board directed County Counsel to bring an item forward on the agenda to obtain a legal opinion regarding the federal criminal implications, if any, associated with the Mendocino County Cannabis Local Equity Grant Program.

Summary of Request:

The Mendocino County Board of Supervisors directed County Counsel to obtain a contract for outside counsel opinion regarding the federal criminal implications, if any, associated with the County's Local Equity Grant Program, and directed County Counsel to bring this item forward on the agenda early this year. Larson LLP has extensive experience including in white collar defense and government investigations. Partners Hilary Potashner, a highly regarded former public defender and Stephen G. Larson, a former U.S. District Judge and founding partner, are available to assist with this project, and have agreed to significant reductions to their standard hourly rates.

Alternative Action/Motion:

Direct County Counsel to obtain an opinion from the Attorney General

Does This Item Support the General Plan? N/A

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Item #: 4d)

vote requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: CO-862189

current f/y cost: 25,000

annual recurring cost: n/a

budget clarification: n/a

budgeted in current f/y: No

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Executive Office

CEO Review: yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Direction Given to Staff



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Larson LLP, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its legal services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed Twenty-Five Thousand Dollars (\$25,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Christina M. Fair 1/31/23
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 1210

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: _____
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 01/31/2023

CONTRACTOR/COMPANY NAME:

By: S. Larson

NAME AND ADDRESS OF CONTRACTOR:

Larson LLP

555 South Flower Street, Suite 4400

Los Angeles, CA 90071

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: 01/31/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: J. Hoh
Deputy CEO or Designee

Date: 01/31/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
- If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.
- In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.
- All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
County Counsel
501 Low Gap Road, Room 1030
Ukiah, CA 95482
Attn: Christian M. Curtis
chapmanj@mendocinocounty.org

To CONTRACTOR: Larson LLP
555 South Flower Street, Suite 4400
Los Angeles, CA 90071
ATTN: Stephen G. Larson

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any

and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated

by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its legal services shall not exceed \$25,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. **COOPERATION WITH COUNTY**

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. **PERFORMANCE STANDARD**

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

CONTRACTOR will provide legal advice and a legal opinion analyzing the federal criminal implications (if any) associated with Mendocino County's Cannabis Local Equity Grant Program.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1. COUNTY agrees to pay CONTRACTOR the sums billed monthly for time spent by CONTRACTOR in providing the services, as follows:
 - a. The services performed by CONTRACTOR'S attorneys will be billed at a blended rate of \$600 per hour, in lieu of the CONTRACTOR'S standard professional rates for attorneys which range from \$435 to \$1,350 per hour. The hourly rates for paralegals range from \$275 to \$325 per hour.
 - b. CONTRACTOR will bill time in minimum units of one-tenth of an hour.
 - c. CONTRACTOR reserves the right to staff this matter at it deems appropriate and necessary, with all attorneys and professionals working under the supervision of the partners working on the matter.
 - d. CONTRACTOR will provide COUNTY a monthly billing statement that sets forth work performed and amount due and payable at that time.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

Stephen G. Larson

PARTNER

TEL 213.436.4864
FAX 213.623.2000
EMAIL slarson@larsonllp.com

OFFICE Los Angeles

A former U.S. District Judge and founding partner of the firm, Stephen Larson has spent his career at the center of the most high-profile [complex civil](#) and [white collar criminal](#) matters in the country. With a national reputation in the courtroom as an “even-tempered litigator with a keen mind,” he is recognized annually by [Chambers USA](#) and [Daily Journal](#), California’s leading legal newspaper, as one of the top trial lawyers in California.

Stephen’s clients know him as an “**exceptionally hard worker**” who handles every case on a personal level—the kind of dedicated service and attentive counsel that can be a rare find. Clients turn to Stephen, knowing he will have their best interests in mind as he crafts his approach to the case from the first conversation to the optimal result. He uses his deep knowledge of the law, thorough analysis, and aggressive but cogent strategy to deliver justice for his clients. As a prominent litigator aptly described Stephen, “**he can talk a dog off a meat truck.**”

Notable Experience and Results

In his more than 30 years of practice as a trial and appellate lawyer, Stephen has been lead counsel in scores of state and federal court jury trials and appeals, including before the California Supreme Court and the U.S. Supreme Court. He serves as a trusted advisor to senior executives, prominent domestic and international businesses, public and private companies of all sizes, and other individuals as plaintiffs and defendants in high-stakes civil and commercial disputes. Throughout his broad civil litigation practice, he covers [intellectual property](#), [real property and land use](#), [environmental and basic materials](#), [complex contracts and business torts](#), [employment](#), [securities](#), [civil rights](#), and [class action](#) matters across industries ranging from entertainment to technology. In addition, Stephen is frequently engaged as an arbitrator and mediator in domestic and [international](#) complex commercial disputes.

From investigations to trial, Stephen represents companies, executives, lawyers, doctors, actors, public figures and entities, and boards and committees in white collar criminal matters. He skillfully guides clients through government investigations and successfully defends them against prosecutions related to public corruption, the Foreign Corrupt Practices Act (FCPA), domestic and international sanctions issues, the False Claims Act (FCA), healthcare laws, and financial controls. His enviable track record includes a midtrial dismissal of a former agent with the Drug Enforcement Agency charged with conspiracy and fraud, having no charges filed against a doctor following a



EDUCATION

- University of Southern California Gould School of Law, J.D.
- Georgetown University, School of Foreign Service, B.S.F.S.

ADMISSIONS

- California
- District of Columbia
- U.S. Supreme Court
- U.S. Court of Appeals for the Federal Circuit
- U.S. Court of Appeals for the Tenth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Federal Claims
- U.S. Court of International Trade
- U.S.D.C. Central District of California
- U.S.D.C. Eastern District

months-long investigation alleging \$30 million in FCA violations, and a favorable disposition and dismissal of all remaining charges for an expert charged with embezzling millions of dollars of NASA funds. Stephen is currently defending the former University of Southern California water polo coach in the highly publicized “[Varsity Blues](#)” college admissions case against fraud charges. With extensive experience on both sides of an investigation, Stephen’s practice also involves conducting [internal investigations](#), among which was his appointment to investigate Riverside County departments related to highly publicized allegations about the care of the 13 Turpin children after being rescued from their abusive home, and to monitor the Orange County District Attorney’s compliance with a Blue Ribbon Commission’s recommendations related to jail informants.

Stephen has made prevailing in high-stakes litigation cases both at trial and on appeal a hallmark of his practice. In 2018, *Daily Journal* awarded Stephen the “[California Lawyer Attorneys of the Year \(CLAY\) Award](#)” for his trial advocacy in *People v. Biane et al.*, which former California Attorney General Jerry Brown touted as [one of the most significant public corruption matters in California history](#). After a 10-month trial, Stephen secured [a complete defense verdict](#) for the co-managing partner of a real estate developer, defeating allegations that three county officials took bribes from the client in exchange for their approval for a \$102 million settlement of a land dispute. Stephen then filed [two civil rights suits](#) on behalf of the co-managing partner and his company for the retaliatory investigation, which resulted in [a \\$65 million settlement](#) between the County, the client, and his company in November 2020. Stephen’s other recent successes include achieving a \$40 million settlement for the States of Arizona and Oklahoma in a consumer protection laws violation suit against Volkswagen AG, affirming on appeal the dismissal of substantive RICO violation claims against his client, and obtaining multimillion-dollar settlements for a Native American tribe in a lawsuit against the government for mismanaging tribal assets.

Professional Impact

Stephen is dedicated to furthering the education of and creating better public systems for practicing and aspiring lawyers, governments, and law enforcement worldwide. He is a member of the [Inter-American Juridical Committee](#), one of the principal organs of the Organization of American States which serves as an advisory body on juridical matters to promote the progressive development and codification of international law. He taught law school classes in constitutional law, civil rights law, federal courts, and professional responsibility; and has conducted law enforcement training at the FBI National Academy and overseas on money laundering, asset forfeiture, and U.S. banking regulations. As a member of the U.S. Court of Appeals for the Ninth Circuit’s Jury Instruction Committee while on the bench, Stephen was responsible for drafting and publishing model jury instructions. He was a founding member of the State Department’s Public-Private Partnership for Justice Reform in Afghanistan, and he conducted joint training exercises and investigations with foreign law enforcement agencies in Russia, Kazakhstan, Estonia, Latvia, Poland, Ukraine, and South Korea. Locally, Stephen previously served as chair of the Los Angeles County Blue Ribbon Commission on Public Safety and volunteers his time on nonprofit boards.

of California

- U.S.D.C. Northern District of California
- U.S.D.C. Southern District of California
- U.S.D.C. District of Columbia

PRACTICE AREAS

- Appellate Litigation
- Complex Civil Litigation
- Antitrust and Competition Litigation
- Civil Rights Litigation
- Class Action
- Commercial Litigation
- Environmental, Natural Resource, and Basic Materials Litigation
- Intellectual Property and Patent Litigation
- International Arbitration
- Labor and Employment Litigation and Counseling
- Media and Entertainment Litigation
- Partnership Disputes and Securities Litigation
- Real Estate Litigation
- Trusts, Probate, and Estate Litigation
- Internal Investigations and Compliance
- White Collar Defense and Government Investigations

Prior Experience

After launching his legal career in private practice, Stephen was appointed to the U.S. Attorney's Office in Los Angeles where he served as chief of the Organized Crime and Racketeering Section. As a prosecutor, he led 24 criminal trials, was responsible for 49 appeals before the U.S. Court of Appeals for the Ninth Circuit, and received the U.S. Department of Justice Director's Award for Superior Performance from Attorney General Janet Reno. Stephen departed the U.S. Attorney's Office for his judicial service in the Central District of California, first as a Magistrate Judge, and then as a District Judge upon nomination by President George W. Bush.

During his nearly 10 years as a federal judge, Stephen adjudicated over a thousand cases—including a number of high-profile ones such as the “Barbie vs. Bratz” copyright infringement dispute between toymakers Mattel and MGA Entertainment—and was designated seven times to serve on the Ninth Circuit. Other noteworthy cases over which he presided include *Siegel v. Warner Bros. Entertainment, Inc.*, which determined the ownership of the copyrights to the iconic comic strip Superman; the United States v. Nazario, a landmark Military Extraterritorial Jurisdiction Act case involving U.S. Marines accused of manslaughter during the Battle of Fallujah; *the United States v. Duro*, in which Stephen blocked the U.S. Bureau of Indian Affairs' decade long effort to close down and expel a major migrant worker camp on the Torres Martinez Indian Reservation; and *John Doe v. County of San Bernardino*, which resulted in systematic reform of educational and therapeutic services for disabled youths within the county juvenile hall system.

Prior to co-founding the firm in 2016, Stephen was chair of the litigation department at a national Am Law 200 firm and a member of its Executive Committee.

Stephen's Representative Matters

- Retained by Riverside County to conduct an [investigation](#) into allegations regarding the treatment of the 13 Turpin children while under the care of the County departments after being rescued from their abusive home in 2018, as well as into the care provided to all children and adults by the County departments.
- Represented clients in an [SEC action](#) in federal court after [successfully appealing and reversing](#) a \$15.5 million disgorgement and penalties judgment against them.
- Retained as trial counsel to represent investors in a class action against Snap Inc., which resulted in a [\\$154 million settlement](#) of all claims against the defendants.
- Obtained complete acquittal at general court-martial trial of a military officer charged with multiple felony violations of the Uniform Code of Military Justice.
- Following the complete defense verdict at trial, obtained a [\\$65 million settlement](#) for a real estate development partnership and its co-managing partner for the retaliatory investigation and malicious prosecution, among other civil rights claims.
- Retained as appellate counsel for the plaintiff in a civil case and [successfully argued](#) against the defendants' two attempts to delay trial during the COVID-19 pandemic.
- Obtained a [\\$1.3 million settlement](#) for a towing service in a civil rights lawsuit alleging

corrupt favoritism and unconstitutional acts by city officials.

- Secured [a complete defense verdict](#) for the co-managing partner of a real estate development partnership, defeating allegations that three county officials took bribes from the managing partner in exchange for their approval for a \$102 million settlement of a land dispute.
- Obtained multimillion-dollar settlements for the Quapaw Nation and tribe members in a lawsuit spanning 17 years regarding claims that the federal government mismanaged tribal assets.
- Obtained a favorable sole-tax-count, no-custody, no-restitution disposition, and the dismissal of all remaining charges for an aerospace economic development expert charged with embezzling millions of dollars in NASA funds..
- Obtained a complete dismissal of the City of Irvine in two high-profile class action lawsuits regarding the enforcement of anti-camping policies and adequacy of shelters within Orange County.
- Obtained a complete dismissal of 14 felony counts against a client alleging he had engaged in the sale of securities without qualification or exemption.
- In *United States v. Aguilar*, one of only a few FCPA cases to go to trial in the past decade, successfully defeated FCPA and money-laundering charges by securing an order vacating the convictions of Ms. Aguilar.
- Obtained [a \\$10 million jury verdict and judgment](#) against the Rose Bowl Aquatics Center and in favor of a minor child abused at the defendant's facilities.
- Successfully represented the states of Arizona and Oklahoma in connection with their efforts to seek recovery following the Volkswagen AG emissions "Diesel Dupe" scandal, obtaining settlements totaling more than \$40 million.
- Won summary judgment in favor of Taco Bell Corp. in a putative class action alleging \$51 million in violations of the Telephone Consumer Protection Act (TCPA).
- Secured a mid-trial dismissal of a federal grand jury's nine-count indictment against a former special agent of the Drug Enforcement Agency accused of conspiring to commit fraud and making false statements to federal law enforcement officers.
- Affirmed on appeal the dismissal of substantive RICO violation claims against client.
- Represented the senior executive of an international mining company in FCPA joint investigation by the Justice Department and Eastern District of New York, resulting in no charges being filed.
- Secured dismissal of criminal charges and a civil compromise for an industry-leading industrial materials manufacturer, following an industrial homicide investigation.
- Represented a financial technology company during criminal and civil investigations by several District Attorneys' offices and the United States Attorney, resulting in no charges being filed.
- Represented the relator in a *qui tam* civil FCA matter alleging healthcare fraud, resulting in more than \$60 million in recovery.
- Won a seven-figure judgment for an attorney in a fee dispute arising from the Indian Trust litigation and settlement, following a trial before the U.S. District Court for the District of Columbia.
- Succeeded in having no charges filed against a doctor following a months-long investigation of alleged \$30 million in FCA violations.
- Won three appeals overturning orders granting terminating sanctions in a high-profile

wrongful death action against a celebrity drug interventionist, and defeated defendants' motion for summary judgment after remand.

- Represented Arizona voters challenging the constitutionality of unequally populated voting districts created by a state commission before the U.S. Supreme Court in *Harris v. Arizona Independent Redistricting Commission*.
- Obtained summary judgment for a nonprofit organization alleged to have aided and abetted fraud and financial crimes.
- Conducted internal investigations of a retirement pension regarding allegations of executive misconduct.
- Served as the Independent Monitor of the Orange County District Attorney's office, following appointment to that role by the Orange County Board of Supervisors.

Stephen's Associations

- [Organization of American States Inter-American Juridical Committee](#), *Member*
- [National Community Renaissance®](#), *Board of Directors*
- [Catholic Charities of Los Angeles](#), *Board of Trustees*
- [Pacific Council on International Policy](#), *Member*
- [International Bar Association](#), *Member*
- [Los Angeles County Blue Ribbon Commission on Public Safety](#), *Former Chairman*
- [Disability Rights Legal Center](#), *Former Member of the Board of Directors*
- [Federal Bar Association, Inland Empire](#), *Former Member of the Board of Directors*
- [Judge Paul R. Michel Intellectual Property American Inn of Court](#), *Former Member of the Advisory Board*
- [Volunteer Center of Riverside County](#), *Former Member of the Advisory Board*
- [Leo A. Deegan American Inn of Court](#), *Former Judicial Master*

Stephen's Awards & Recognitions

- [Chambers USA](#), Litigation: White Collar Crime & Government Investigations Ranking, 2021-2022
- [Daily Journal](#), Top 100 Lawyers in California, 2017-2022
- [Daily Journal](#), Top White Collar Lawyers, 2021
- [Daily Journal](#), California Lawyer Attorney of the Year (CLAY) Award, 2018
- [The Best Lawyers in America®](#), for Appellate, Commercial Litigation, and Criminal Defense: White Collar, 2015-2023
- [Benchmark Litigation](#), White Collar Crime/Investigations Litigator of the Year, 2022
- [Benchmark Litigation](#), Litigation Star, 2019-2023
- [The American Lawyer](#), West Trailblazer, 2022
- [The National Law Journal](#), Elite Boutique Trailblazer, 2022
- [Los Angeles Business Journal](#), LA500: The Most Influential People in L.A., 2016-2022
- [Los Angeles Business Journal](#), Top 100 Lawyers, 2022
- [Los Angeles Business Journal](#), Leaders of Influence: Litigators & Trial Lawyers, 2020
- [Los Angeles Business Journal](#), Top Litigators & Trial Lawyers, 2019

- [Los Angeles Business Journal](#), Top Litigators in Los Angeles, 2018

STEPHEN G. LARSON

555 South Flower Street, Suite 4400, Los Angeles, CA 90071

Work Phone: (213) 436-4864 | Mobile Phone: (909) 285-5632

Email: slarson@larsonllp.com

Relevant Experience

FOUNDING PARTNER

Larson LLP

Los Angeles, CA | Orange County, CA | Washington, D.C.

January 2016 – Present

- Co-founded a national trial boutique with now over 25 lawyers admitted in courts from California to New York.
- Practice includes complex commercial and business litigation, white-collar criminal defense, regulatory and internal investigations, intellectual property litigation (patents, copyright, and trademark), antitrust and unfair competition matters, appeals in federal and state courts, and alternative dispute resolution (mediation and arbitration).
- Conducted numerous successful civil and criminal trials in state and federal courts in California and the District of Columbia, and appeals in the Eighth, Ninth, and D.C. Circuit Courts of Appeals as well as California Court of Appeal and California Supreme Court.

PARTNER

Arent Fox LLP

Los Angeles, CA | San Francisco, CA | New York, NY |

Washington, D.C.

June 2011 – January 2016

- Served as firm-wide Complex Litigation Practice Group Leader and member of the firm's Executive Committee.
- Extensive experience in commercial litigation and white-collar defense, internal investigations, appellate advocacy, and alternative dispute resolution (mediation and arbitration).
- Argued before numerous federal and state courts of appeal, including the United States Supreme Court.

FEDERAL JUDGE

United States District Judge

United States Magistrate Judge

Central District of California

Los Angeles, CA | Riverside, CA

October 2000 – November 2009

- Served as a United States Magistrate Judge and then, upon Senate confirmation and appointment by President George W. Bush, as a United States District Judge for the Central District of California.
- Presided over some of the most notable actions to be tried in the Central District of California, including landmark cases involving questions of extraterritorial jurisdiction for military prosecutions. Notably established the framework in *United States v. Duro* to coordinate efforts between federal, state, Native American, and private authorities and entities, leading to the ultimate resolution of the United States Bureau of Indian Affairs' decade-long effort to close down and expel a major migrant worker camp on the Torres Martinez Indian Reservation.
- Founding member with the United States Department of State of the Public-Private Partnership for Justice Reform in Afghanistan. Involved in both hosting numerous conferences in the United States and traveling to Afghanistan to promote the rule of law between 2007 and 2013.
- Served by designation on the United States Ninth Circuit Court of Appeals on seven occasions, participating in approximately 40 decisions.

ASSISTANT UNITED STATES ATTORNEY

Central District of California

Los Angeles, CA

August 1991 – September 2000

- Served as Chief of the Organized Crime Strike Force.

ASSOCIATE

O'Melveny & Myers LLP

Los Angeles, CA

August 1989 – August 1991

- Associate in the litigation department.

ADJUNCT PROFESSOR

University of La Verne College of Law

California State University, Long Beach

Glendale University College of Law

Southern California

1995 – 2010

- Instructor of civil rights, constitutional law, criminal procedure, and conflicts of law.
- Distinguished Jurist in Residence at the University of La Verne College of Law.
- Appointed by founding Dean Erwin Chemerinsky to serve on the Dean's Advisory Council for University of California, Irvine, Law School.

**Professional
Affiliations &
Community
Involvement**

Organization of American States Inter-American Juridical Committee, *Member*

Federal Arbitration, Inc. (“FedArb”), *Panel of Neutrals*

American Arbitration Association, *Panel of Neutrals*

National Arbitration and Mediation, *Panel of Neutrals*

National Community Renaissance®, *Board of Directors*

Catholic Charities of Los Angeles, *Board of Trustees*

Los Angeles County Blue Ribbon Commission on Public Safety, *Former Chairman*

University of La Verne College of Law, *Board of Visitors*

University of California, Irvine School of Law, *Dean’s Advisory Council Member*

Disability Rights Legal Center, *Board of Directors*

Federal Bar Association, Los Angeles, *Board of Directors*

Judge Paul R. Michel Intellectual Property American Inn of Court, *Advisory Board*

Pacific Council on International Policy, *Member*

Volunteer Center of Riverside County, *Advisory Board*

Leo A. Deegan American Inn of Court, *Former Judicial Master*

**Selected
Presentations &
Publications**

Panelist, “Southern California Webinar on Best Practices for Video Mediation,” FedArb (September 2020)

Author, “Being an American,” *Riverside County Lawyer*, Riverside County Bar Association (June 2007)

Co-Author, “Labor Law,” *The Guide to Acquisition and Management of a U.S. Business*, Eurostudy Publishing Co. Ltd. (1991)

**Selected
Recognitions**

Chambers USA, White-Collar Crime & Government Investigations
(2021) (*under embargo until 5/20/2021*)

The Best Lawyers in America© for Commercial Litigation and
Criminal Defense: White Collar (2015-2021)

Benchmark Litigation, “Litigation Star” (2019-2021)

Daily Journal, “Top 100 Lawyers in California” (2017-2020)

Los Angeles Business Journal, “LA500: The Most Influential People
in L.A.” (2016-2020)

Los Angeles Business Journal, “Leaders of Influence: Litigators &
Trial Lawyers” (2020)

Los Angeles Business Journal, “Top Litigators & Trial Lawyers”
(2018-2019)

Daily Journal, “California Lawyer Attorney of the Year (CLAY)
Award” (2018)

Amar Es Entregarse Award, Diocese of San Bernardino (2011)

“Lawdragon 500” (2010 and 2011)

Irish America Magazine, “Legal 100” (2009-2020)

Erwin Chemerinsky Defender of the Constitution Award, Federal
Bar Association (2009)

Daily Journal, “Top 20 Lawyers Under 40” (2004)

Director’s Award for Superior Performance as an Assistant United
States Attorney, United States Department of Justice (1996)

Education

**UNIVERSITY OF SOUTHERN CALIFORNIA
GOULD SCHOOL OF LAW**

Los Angeles, CA

Juris Doctor, 1989

**GEORGETOWN UNIVERSITY WALSH SCHOOL OF
FOREIGN SERVICE**

Washington, D.C.

Bachelor of Science in Foreign Service, International Politics, 1986

Bar Admissions State Bars of California and the District of Columbia

United States Supreme Court

United States Court of Federal Claims

United States Court of Appeals for the Federal Circuit

United States Court of Appeals for the Ninth Circuit

United States Court of Appeals for the Eighth Circuit

United States District Court, Central District of California

United States District Court, Eastern District of California

United States District Court, Northern District of California

United States District Court, Southern District of California

United States District Court, District of Columbia

Hilary Potashner

PARTNER

TEL 213.205.2750
FAX 213.623.2000
EMAIL hpotashner@larsonllp.com

OFFICE Los Angeles

The former Federal Public Defender for the Central District of California and a Fellow in the prestigious [American College of Trial Lawyers](#), Hilary Potashner is highly regarded by the bench and bar alike. As underscored by [Chambers USA](#), “she is held in particularly high regard for her excellent courtroom skills.”

Recognized by judges and peers for her **“unwavering commitment to high-quality, client-centered representation,”** Hilary applies this full-service approach by listening attentively, developing a strong working relationship with each client, and ensuring their perspective is clearly depicted through every stage of litigation. She uses a strategic blend of tenacity and creativity to excel at negotiation and prevail at trial. Having built her reputation as a skilled courtroom advocate, Hilary was honored by the [Los Angeles County Bar Association Criminal Justice Section](#) as the 2020 “Defense Attorney of the Year.”

Notable Experience and Results

Throughout more than 25 years of practice, Hilary has tried dozens of cases to verdict and has argued before the U.S. Court of Appeals for the Ninth Circuit. She has developed a deep familiarity and impressive credibility with state, federal, and appellate courts, and her wealth of experience serves the advantage of her clients. Hilary successfully defends individuals facing charges in both state and federal court in a wide range of matters, including conspiracy, wire fraud, bank fraud, healthcare fraud, bankruptcy fraud, and other white collar cases. She also represents public and prominent figures and entities in pre-indictment investigations.

In her [civil](#) practice, Hilary represents individuals and entities in high-stakes [commercial litigation](#) and [appeals](#). Her experience includes representing both plaintiffs and defendants in [intellectual property](#) and contract disputes, civil forfeiture, misrepresentation, negligence, civil theft, and garnishment cases. Her appellate victories include the *SEC v. Yang et al.* decision in which she [secured the reversal of a \\$15.5 million judgment](#) in favor of her clients and [reduced their final judgment by millions](#), and the *KST Data, Inc. v. DXC Technology Co. et al.* decision in which she [secured the reversal of a summary judgment and a \\$5.24 million judgment](#) in a commercial contract dispute.



EDUCATION

- University of California, Hastings College of Law, J.D.
- Duke University, A.B.

ADMISSIONS

- California
- New York
- U.S. Supreme Court
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Fourth Circuit
- U.S.D.C. Central District of California
- U.S.D.C. Southern District of California
- U.S.D.C. Eastern District of New York
- U.S.D.C. Southern District of New York

PRACTICE AREAS

- Appellate Litigation

Professional Impact

Hilary's impact on the law extends outside her practice to her involvement in committees and professional organizations. Based on her system-building experience and acumen, Hilary was selected to serve on the United States Courts, Defender Services Offices Performance Measurement Working Group; the Ninth Circuit Jury Trial Improvement Committee; the Systems Builders Committee of the [National Association for Public Defense](#); and the Local Rules Advisory Committee of the Central District of California. In these current and former roles throughout her career, as well as through her role as a member of the Board of Directors for and the former president of the [Los Angeles Chapter of the Federal Bar Association](#) and as a member of [The Chancery Club of Los Angeles](#), Hilary collaborates with judges and other influential lawyers to effect systemic change in the law. She also serves on the Steering Committee of [Just the Beginning—A Pipeline Organization](#), a nonprofit dedicated to promoting the advancement of young adults from underrepresented backgrounds in the legal profession.

- Complex Civil Litigation
- Antitrust and Competition Litigation
- Commercial Litigation
- Intellectual Property and Patent Litigation
- Trusts, Probate, and Estate Litigation
- Internal Investigations and Compliance
- White Collar Defense and Government Investigations

Prior Experience

Hilary joined Larson after years of public service, having started her career in the state court as deputy defender for the County of San Diego and then serving in the Federal Public Defender's Office for the Central District of California for nearly two decades. She was twice appointed by the U.S. Court of Appeals for the Ninth Circuit as the Federal Defender for the Central District and was responsible for leading the largest defender's office in the country, with more than 200 employees and an annual budget of nearly \$40 million. As the chief defender, Hilary oversaw the representation of thousands of individuals facing federal charges in magistrate and district court.

Additionally, Hilary was instrumental in creating one of the first federal diversionary courts in the country, the Central District's Court Conviction and Sentence Alternatives (CASA) program. This program successfully launched due in part to her effective collaboration with the Central District Court, the U.S. Attorney's Office, and U.S. Probation and Pretrial Services. As described at the time by U.S. Circuit Judge Kim McLane Wardlaw, who chairs the Ninth Circuit's Standing Committee on Federal Public Defenders, **"as the Federal Public Defender, Hilary has led by personal example, maintaining high morale within the office during the government shutdown, creating a non-capital habeas unit, working effectively with our courts and other stakeholders, and contributing on a national level. She has set a very high bar for anyone to follow."**

Hilary's Representative Matters

- Retained by Riverside County to conduct [an investigation](#) into allegations regarding the treatment of the 13 Turpin children while under the care of the County departments after being rescued from their abusive home in 2018, as well as into the care provided to all children and adults by the County departments.

- Successfully obtained a non-prosecution agreement for a high-level private school administrator being investigated for violation of California's mandatory reporting requirements.
- Successfully defended a college student against a Title IX accusation for which he was found not responsible, and after facing expulsion due to the allegation, he was able to graduate and start his career.
- Representing the owner of a dive boat company in connection with a civil wrongful death action related to a multi-fatality fire.
- Representing the plaintiff in a pending case asserting claims of negligence, conversion, and civil theft, and aiding and abetting conversion and civil theft.
- Representing clients appealing a federal conviction in a multimillion-dollar healthcare fraud case.
- Representing defendants in a federal criminal case alleging a \$1.8 billion customs fraud as well as conspiracy, wire fraud, and international money laundering.
- Representing multiple corporate entities in related civil forfeiture actions.
- Representing a corporation on appeal in the U.S. Court of Appeals for the Ninth Circuit in a federal trade secrets case as well as in superior court on breach of contract claims.
- Representing clients in [an SEC action](#) in federal court after [securing reversal](#) of a \$15.5 million disgorgement and penalties judgment against them.
- Representing a medical doctor facing multiple counts of healthcare fraud.
- Represented a Fortune 100 company in the U.S. Court of Appeals for the Ninth Circuit, [securing a reversal](#) of the district court's grant of summary judgment and \$5.24 million judgment in a commercial contract dispute.

Significant Prior Representations:

- Obtained a complete dismissal for a tax professional charged with dozens of counts of tax fraud.
- Obtained a complete dismissal for a doctor charged with extensive healthcare fraud.
- Obtained pretrial diversion for a person charged with theft of government property.
- Secured a favorable disposition for a client charged with multiple conspiracies to commit mortgage and bank fraud case for properties in California and New York with allegations of loss in excess of \$13 million dollars.
- Secured a favorable disposition for a former Major League Baseball Player charged with bankruptcy fraud, concealment of assets, and money laundering with allegations of loss of over \$200,000.
- Obtained bail pending appeal after representing a client charged with a sexual assault at trial.
- Prevailed at trial for a client charged with international smuggling of goods into the U.S. and making a false statement, obtaining an acquittal on the smuggling count and a time-served sentence for the false statement.

Hilary's Associations

- [American College of Trial Lawyers](#), *Fellow*
- [Los Angeles Chapter of the Federal Bar Association](#), *Board Member and Former*

President

- [Litigation Section Executive Committee for the Los Angeles County Bar Association](#), *Member*
- [American Inns of Court Los Angeles Chapter](#), *Member*
- [The Chancery Club of Los Angeles](#), *Member*
- [National Association for Public Defense](#), *Systems Builders Committee Member*
- [Just the Beginning—A Pipeline Organization](#), *Steering Committee Member*
- U.S.D.C. Central District of California, *Local Rules Advisory Committee Member*
- [Judicial Council of the Ninth Circuit](#), *Jury Trial Improvement Committee Member*
- [California Attorneys for Criminal Justice](#), *Capital Case Seminar Planning Committee*
- California Courts of Appeal, *Proposal 66 Regional Committee Member*
- U.S. Court of Appeals for the Ninth Circuit, *Former Lawyer Representative*
- U.S. Courts, Defender Services Offices Performance Measurement Working Group, *Former Member*

Hilary's Awards & Recognitions

- [Chambers USA](#), "Litigation: White Collar Crime & Government Investigations" Ranking, 2022
- [Daily Journal](#), Top Women Lawyers, 2022
- [The Best Lawyers in America®](#), for Commercial Litigation and Criminal Defense: White Collar, 2022-2023
- [Benchmark Litigation](#), Litigation Star, 2022-2023
- [Los Angeles Country Bar Association](#), Defense Attorney of the Year, 2020
- [Los Angeles Business Journal](#), Women of Influence: Attorneys, 2022
- [Los Angeles Business Journal](#), Leaders of Influence - Litigators & Trial Attorneys, 2021
- [Los Angeles Business Journal](#), Women of Influence - Attorneys, 2021
- [Los Angeles Business Journal](#), Leaders of Influence: Litigators & Trial Lawyers, 2020
- [Los Angeles Business Journal](#), Top Women Attorneys in Los Angeles, 2020

HILARY POTASHNER

555 S. Flower St., Suite 4400, Los Angeles, CA 90071

Work Phone: (213) 205-2750 / Mobile Phone: (213) 220-6374

E-mail: hpotashner@larsonllp.com

Experience**PARTNER****Larson LLP**

Los Angeles, California

October 2019 – present

- Partner at a national boutique litigation firm specializing in appellate litigation, complex civil litigation, internal investigations, and white collar criminal defense.
- Defend individuals facing charges in both state and federal court in a wide range of matters, including conspiracy, wire fraud, bank fraud, healthcare fraud, bankruptcy fraud, and other white collar cases. Represent public and prominent figures and entities in pre-indictment investigations.
- Retained by Riverside County to conduct an investigation into allegations regarding the treatment of the 13 Turpin children while under the care of the County departments after being rescued from their abusive home in 2018, as well as into the care provided to all children and adults by the County departments.
- Successfully defended a college student against a Title IX accusation for which he was found not responsible, and after facing expulsion due to the allegation, he was able to graduate and start his career.
- Representing clients appealing a federal conviction in a multimillion-dollar healthcare fraud case.
- Representing defendants in a federal criminal case alleging a \$1.8 billion customs fraud as well as conspiracy, wire fraud, and international money laundering.
- Representing a corporation on appeal in the U.S. Court of Appeals for the Ninth Circuit in a federal trade secrets case as well as in superior court on breach of contract claims.
- Representing clients in an SEC action in federal court after securing reversal of a \$15.5 million disgorgement and penalties judgment against them.
- Representing a medical doctor facing multiple counts of healthcare fraud.
- Represented a Fortune 100 company in the U.S. Court of Appeals for the Ninth Circuit, securing a reversal of the district court's grant of summary judgment and \$5.24 million judgment in a commercial contract dispute.

FEDERAL PUBLIC DEFENDER

Central District of California

June 2015 – September 2019

- Officially appointed to Federal Public Defender twice by the United States Court of Appeals for the Ninth Circuit.

ACTING FEDERAL PUBLIC DEFENDER

Central District of California

September 2014 – June 2015

- Led the largest Federal Public Defender's Office in the country; managed more than 200 employees with the unifying mission of providing high-quality, client-centered representation.
- Personally represented clients in high-profile and significant cases; actively oversaw the litigation of all other serious matters in the office.
- Administered an annual budget of approximately \$40 million.
- Oversaw three offices in Los Angeles, Riverside, and Santa Ana; direct trial unit, appellate unit, non-capital habeas unit, and capital habeas unit.
- Reorganized the structure of the office to foster an environment that promotes core values of excellence, client-centered representation, integrity, respect, collaboration, and diversity.
- Implemented systems to improve internal management practices—such as hiring, annual review, performance improvement, and promotion processes—by explicitly tethering processes to mission and core values.
- Oversaw human resources, administrative, and IT initiatives.
- Advocated for financial resources through informal and formal communication with the United States Court of Appeals for the Ninth Circuit and the Administrative Office of the United States Courts.
- Collaborated with the Court and other federal agency stakeholders in the continued development of interagency programs such as the FPDO/CJA panel mentorship program for the training of prospective CJA-appointed defense attorneys and the Central District's re-entry and diversionary courts. Negotiated and worked with the United States Attorney's Office, United States Probation and Pretrial Services, and United States Marshals Service on systemic policies and specific interagency issues that arise.
- Expanded the pipeline of highly qualified and diverse candidates for attorney and non-attorney positions through reimagined law student, MSW, and investigator internship programs. Increased the visibility and accessibility of the public defender program by personally volunteering and supporting an office volunteer program at local high schools within the community.
- Oversaw training programs for FPDO and CJA-appointed defense attorneys.
- Served on local, national, and Ninth Circuit committees such as the Attorney Advisory Committee to the CJA District Court Committee, the Defender Services Performance Measurement Working Group, the Judiciary

Data Working Group, and the Ninth Circuit's Jury Trial Improvement Committee.

- Represented the FPDO at bar events, court functions, and a wide range of other public forums.

CHIEF DEPUTY FEDERAL PUBLIC DEFENDER

Federal Public Defender's Office for the Central District of California

Los Angeles, California

February 2012 – September 2014

- Represented clients and advised on significant matters, including personally representing client charged with killing a TSA agent and wounding others at LAX.
- Advised Federal Public Defender regarding the administration of the FPDO's multi-million dollar budget. Evaluated and approved case-related funding requests.
- Represented the FPDO in the creation of interagency programs including the Conviction and Sentence Alternatives Courts ("CASA"), USAO/FPD Joint Training Sessions, and the FPDO/CJA Mentorship Program for prospective CJA appointed defense attorneys.
- Chaired the Attorney Advisory Committee to the United States District Court, CJA Committee. Served as FPDO liaison to United States Attorney's Office, Interpreters' Office, United States Probation Office, United States Pretrial Services Agency, District Court's Clerk's Office, and the Central District Community Outreach Committee.
- Supervised FPDO traditional unit, including trial and appellate units in Los Angeles, Santa Ana, and Riverside; IT and Litigation Support Units; and Administrative Unit. Chaired Hiring Committee and Ethics Committee. Conducted conflict analysis for traditional unit. Addressed and resolved complaints from the Court, other agencies and clients.
- Oversaw the staffing of death-eligible cases and consulted with the FPD regarding the appointment of learned counsel in non-FPDO capital cases.

SUPERVISING DEPUTY FEDERAL PUBLIC DEFENDER

Federal Public Defender's Office for the Central District of California

Los Angeles, California

2007 – 2012

- Supervised six to eight trial attorneys. Met weekly with supervisees for case analysis. Reviewed supervisees' pleadings and trial preparation. Prepared written annual reviews of supervisees. Served as FPDO representative in the creation of the Substance Abuse and Reentry Court ("STAR"). Conducted in-house, local, and national training sessions. Represented clients, including a death-eligible client in a complex, multi-defendant RICO case, and conducted a three-week *Atkins* hearing in a capital habeas matter.

DEPUTY FEDERAL PUBLIC DEFENDER
Federal Public Defender's Office for the Central District of California
 Los Angeles, California
2001 – 2007

- Represented clients in federal criminal and habeas corpus proceedings. Conducted legal research and writing, negotiated plea agreements, conducted jury trials and evidentiary hearings, and prepared and litigated sentencing issues.

DEPUTY PUBLIC DEFENDER
San Diego County Public Defender's Office
 San Diego, California
1993 – 2000

- Represented clients charged with a full range of felonies and misdemeanors in California Superior Court.

Associations

American College of Trial Lawyers, Fellow
 Los Angeles Chapter of the Federal Bar Association, Board Member and Former President
 Litigation Section Executive Committee for the Los Angeles County Bar Association, Member
 American Inns of Court Los Angeles Chapter, Member
 The Chancery Club of Los Angeles, Member
 National Association for Public Defense, Systems Builders Committee Member
 Just the Beginning—A Pipeline Organization, Steering Committee Member
 U.S.D.C. Central District of California, Local Rules Advisory Committee Member
 Judicial Council of the Ninth Circuit, Jury Trial Improvement Committee Member
 California Attorneys for Criminal Justice, Capital Case Seminar Planning Committee
 California Courts of Appeal, Proposal 66 Regional Committee Member
 U.S. Court of Appeals for the Ninth Circuit, Former Lawyer Representative
 U.S. Courts, Defender Services Offices Performance Measurement Working Group, Former Member

**2017-2022
 Presentations**

Panelist, “Dealing With Sensitive Issues in Jury Selection,” U.S. Court of Appeals for the Ninth Circuit’s Jury Summit, Phoenix, Arizona

Speaker, “Women and the Law,” Annual Federal Criminal Defense Conference, Honolulu, Hawaii

Panelist, “Today’s Challenges, Trends, and Opportunities in Law Enforcement,” Community Policing in Los Angeles County: A Vision for the Future, Los Angeles, California

Instructor, “Deposition Skills,” NITA, Los Angeles, California

Instructor, “Building Trial Skills,” NITA, San Diego, California

Instructor, Habeas Institute, NITA, Los Angeles, California

Speaker, “Know Your Rights in the Criminal Justice System,” Los Angeles Law Library, Los Angeles, California

Panelist, “Police Body Camera Video Evidence: Recommendations for Use in Criminal and Civil Rights Proceedings,” Policing Los Angeles Forum, Los Angeles, California,

Panelist, “Death Penalty Funding and CA Proposition 66,” Ninth Circuit FPD Standing Committee and Defender Workshop, Tucson, Arizona

Speaker, “Opening Remarks on the State of the FPDO,” 11th Annual Fidler Institute on Criminal Justice, Loyola Law School, Los Angeles, California

Panelist, “Unprofessional Conduct Toward Women Attorneys,” Annual CJA Panel Training, Los Angeles, California

Panelist, “Managing Your Case Weights While Keeping True to the Mission,” Federal Defender Supervisory Leadership Training, Las Vegas, Nevada

Speaker, “Women and the Law,” 7th Annual AKACDL All Stars Conference, Alaska Association of Criminal Defense Lawyers, Anchorage, Alaska

Speaker, “What is a Zealous Advocate to do?” 7th Annual AKACDL All Stars Conference, Alaska Association of Criminal Defense Lawyers, Anchorage, Alaska

Speaker, “Lessons Learned from United States v. Paul Ciancia,” 2017 Annual Western All-Star Conference and Confabulation, Federal Defender Services of Idaho and the Idaho Association of Criminal Defense Lawyers, Boise, Idaho

Moderator, “White Collar Crime Today: What Are the Investigation and Enforcement Priorities?” Sixth Annual London White Collar Crime Institute, American Bar Association, Criminal Justice Section, London, England

Speaker, “Lessons Learned from United States v. Paul Ciancia,” Federal Defender Office for the District of Nevada, Las Vegas, Nevada

Panelist, “Perspectives from Women in Leadership in the Central District of California,” Los Angeles, California

Speaker, “Opening Remarks on the State of the FPDO,” 12th Annual Fidler Institute on Criminal Justice, Loyola Law School, Los Angeles, California

Panelist, “Teambuilding Through Structural Change,” 2019 Federal Defender

Supervisory Leadership Training, Los Angeles, California

Speaker, “What is a Zealous Advocate to Do?” Montana Association of Criminal Defense Lawyers and Federal Defenders of Montana 2019 Annual Seminar, Pray, Montana

Awards

Chambers USA, Ranked for “Litigation: White Collar Crime & Government Investigations”
Daily Journal, “Top Women Lawyers”
Benchmark Litigation, “Litigation Star”
Los Angeles County Bar Association, “2020 Defense Attorney of the Year”
Los Angeles Business Journal, “Top Women Attorneys in Los Angeles”
Los Angeles Business Journal, “Leaders of Influence: Litigators & Trial Lawyers”
The Best Lawyers in America®, Ranked for Commercial Litigation

Education

UNIVERSITY OF CALIFORNIA, HASTINGS COLLEGE OF THE LAW
San Francisco, California
Juris Doctor, 1993

DUKE UNIVERSITY
Durham, North Carolina
Bachelor of Arts – Dual Majors, Philosophy and Psychology, 1989

**Bar
Admissions**

State Bars of California and New York
United States District Court, Central District of California
United States District Court, Southern District of California
United States District Court, Eastern District of New York
United States District Court, Southern District of New York
United States Court of Appeals for the Fourth Circuit
United States Court of Appeals for the Ninth Circuit
United States Supreme Court



Mendocino County Board of Supervisors Agenda Summary

Item #: 4e)

Agenda Title:

Chief Executive Officer's Report
(Sponsor: Executive Office)

Recommended Action/Motion:

Accept the Chief Executive Officer's report.

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: No Action Taken





Mendocino County Board of Supervisors Agenda Summary

Item #: 4f)

Agenda Title:

Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform
(Sponsor: Executive Office)

Recommended Action/Motion:

Provide direction to staff on matters of legislation.

Supplemental Information Available Online At:

<https://www.mendocinocounty.org/government/executive-office/legislative-program>

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Direction Given to Staff





COUNTY OF MENDOCINO

Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

501 Low Gap Rd. Room 1010
Ukiah, CA 95482

Email: bos@mendocinocounty.org
Website: www.mendocinocounty.org

Office: (707) 463-4221
Fax: (707) 463-5649

January 31, 2023

CYRQ Energy

Mr. Matthew Rosenfeld

Executive Program Manager, Cyrq Energy, LLC

Salt Lake City, Utah, United States

RE: Letter of Support for the Proposal, *"Superheat Long-Duration Energy Storage: Sub 24-Hour"*

Dear Mr. Rosenfeld,

This letter of support is provided on behalf of the County of Mendocino, California. We are pleased to support this proposal in response to Topic Area 2: Non-Lithium-Based Energy Storage Systems, Area of Interest 2B: Front-of-Meter LDES Demonstrations (10-24 hours), of the Department of Energy (DOE) Office of Clean Energy Demonstrations, Bipartisan Infrastructure Law: Long-Duration Energy Storage Demonstrations, Funding Opportunity Announcement Notice DE-FOA-0002867. "Industrial Efficiency and Decarbonization FOA."

Mendocino County has been an active member of Sonoma Clean Power (SCP) since commencing service in 2017. In 2021, Mendocino County passed an ordinance formally establishing the County's membership in the Geothermal Opportunity Zone (GeoZone) to explore deployment of new technologies with the objective of expanding existing geothermal resources. Cyrq's project is well aligned with the objectives of the GeoZone—it leverages technology to increase the capability of existing resources at the Geysers with minimal impact to the surrounding environment. When deployed at-scale, Cyrq Energy's technology could provide measurable economic benefits to the region—as well as increased reliability to the electric grid.

Mendocino County strongly supports Cyrq Energy and SCP's approach to proactively engage the community in project development. A stakeholder engagement session hosted by SCP in 2022 was key in selecting Cyrq Energy's proposal, allowing for early feedback on project design by labor groups, local governments, and environmental non-governmental organizations (NGOs). A commitment from SCP and Cyrq Energy to continue prioritizing engagement will both improve project viability and maximize the economic and societal benefits to our local communities.

DOE's investment in long-duration energy storage, in conjunction with the diverse and experienced Cyrq Energy-led team, will identify and implement solutions to overcome technical and institutional barriers for full-scale deployment throughout a diverse set of regions. This work will be notably consistent with the vision articulated in the Justice40 initiative coordinating Federal investments flow to disadvantaged communities that are marginalized, underserved, and overburdened by pollution. The team will engage resident and community leadership throughout the project to reach historically under-served populations and communities, as well as foster connectivity and conditions for growth in these areas.

For any questions, please contact Dylan Knowles at (707) 234-6325 or Tim Hallman at (707) 234-6083

Sincerely,

Glenn McGourty

Chair, Board of Supervisors

The County of Mendocino, California

THE BOARD OF SUPERVISORS

GLENN MCGOURTY
First District

MAUREEN MULHEREN
Second District

JOHN HASCHAK
Third District

DAN GJERDE
Fourth District

TED WILLIAMS
Fifth District



Mendocino County Board of Supervisors Agenda Summary

Item #: 4g)

Agenda Title:

Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: No Action Taken

Date: February 7, 2023





Mendocino County Board of Supervisors Agenda Summary

Item #: 3a)

To: Board of Supervisors

From: Executive Office

Meeting Date: February 7, 2023

Department Contact: Atlas Pearson

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Minutes of January 24, 2023 Regular Meeting

Recommended Action/Motion:

Approve minutes of the January 24, 2023 regular meeting.

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: Approved

Date: February 7, 2023



GLENN MCGOURTY
1st District
Supervisor
Chair

MAUREEN MULHEREN
2nd District
Supervisor
Vice-Chair

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor

TED WILLIAMS
5th District
Supervisor



DARCIE ANTLE
Chief Executive Officer/
Clerk of the Board

CHRISTIAN M. CURTIS
County Counsel

COUNTY ADMINISTRATION CENTER
501 Low Gap Road, Room 1070
Ukiah, CA 95482
(707) 463-4441 (t)
(707) 463-5649 (f)
cob@mendocinocounty.org

MENDOCINO COUNTY BOARD OF SUPERVISORS

ACTION MINUTES – January 24, 2023

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF MENDOCINO - STATE OF CALIFORNIA
FAIR STATEMENT OF PROCEEDINGS
(PURSUANT TO CALIFORNIA GOVERNMENT CODE §25150)**

AGENDA ITEM NO. 1 – OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

Present: Supervisor Glenn McGourty, Supervisor Maureen Mulheren, Supervisor John Haschak, Supervisor Dan Gjerde, and Supervisor Ted Williams.

Staff Present: Darcie Antle, Chief Executive Officer; Christian M. Curtis, County Counsel; Atlas M.A. Pearson, Senior Deputy Clerk of the Board; Kim Saylor, Deputy Clerk of the Board; and Lillian Bearden, Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Supervisor Mulheren.

AGENDA ITEM NO. 2 – PUBLIC EXPRESSION

Presenter/s: Chris Brandt; Mark Donegan; Robert Marde; Richard Morrison; Theresa Thurman; Carrie Shattuck; Ronald Herold; Vicky Richardson; Dan Malliard; and Danilla Sands.

AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Chair McGourty.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that Consent Calendar items 3a) – 3v) are hereby approved as follows. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

3A) APPROVAL OF MINUTES OF JANUARY 10, 2023 REGULAR MEETING - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3B) APPROVAL OF MINUTES OF JANUARY 11, 2023 REGULAR CLOSED SESSION MEETING - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3C) APPROVAL OF RECOMMENDED APPOINTMENTS/REAPPOINTMENTS - SPONSOR: EXECUTIVE OFFICE

Approved;

1. Martin Martinez, Fifth District Representative, Behavioral Health Advisory Board;
2. Gary Mirata, First District Representative, Community Development Commission;
3. Dawn Deetz, Second District Representative, Community Development Commission;
4. Richard Willoughby, Third District Representative, Community Development Commission;
5. Kathy Brigham, Fifth District Representative, Community Development Commission;
6. Linda Mechling, Trustee, Mendocino - Little River Cemetery District;
7. James Eddie, First District Representative, Museum Advisory Board;
8. Brent E. Walker, Third District Representative, Museum Advisory Board;
9. Laura Betts, Third District Representative, Public Safety Advisory Board;
10. Lee Finney, Fifth District Representative, Public Safety Advisory Board;
11. Gary Quinton, Member, Westport Municipal Advisory Council;
12. Robert Keiffer, Trustee, Hopland Cemetery District;
13. Michael Carter, Public Appointee, Mendocino Council of Governments;
14. Bruce Richard, County B Representative, Mendocino Transit Authority;
15. Jim Tarbell, County A Representative, Mendocino Transit Authority;
16. David Shpak, Member, Gualala Municipal Advisory Council;
17. Bernadette Byrne, Alternate Member, Hopland Municipal Advisory Council;
18. Jane Cupples, Member, Hopland Municipal Advisory Council; and
19. Ellen Drell, Third District Representative, Mendocino County Climate Action Advisory Committee.

3D) ADOPTION OF RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$20,741.28 FROM THE WILLIAM J. AND MELVINA K. TONEY REVOCABLE TRUST TO THE HISTORICAL SOCIETY OF MENDOCINO COUNTY TO COVER CAPITAL EXPENSES RELATED TO THE SOCIETY'S PROPERTY - SPONSOR: SUPERVISOR MCGOURTY

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-017

RESOLUTION 23-017

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE TRANSFER OF FUNDS FROM THE WILLIAM J. AND MELVINA K. TONEY REVOCABLE TRUST DEPOSITED INTO THE MENDOCINO COUNTY MUSEUM ENDOWMENT FUND TO THE HISTORICAL SOCIETY OF MENDOCINO COUNTY

3E) ADOPTION OF PROCLAMATION RECOGNIZING AND HONORING MS. EDITH RECAGNO KENNAN CECCARELLI UPON HER 115TH BIRTHDAY ON FEBRUARY 5, 2023 - SPONSOR: SUPERVISOR HASCHAK

Adopted and Chair is authorized to sign same;

3F) APPROVAL OF APPOINTMENT OF SUPERVISOR HASCHAK AS AN ALTERNATE REPRESENTATIVE TO THE LOCAL AGENCY FORMATION COMMISSION (LAFCo); AND ADOPTION OF REVISED 2023 SPECIAL ASSIGNMENTS ROSTER REFLECTING THE ADDITION - SPONSOR: EXECUTIVE OFFICE

Approved;

3G) APPROVAL OF RETROACTIVE AGREEMENT WITH WYLATTI RESOURCE MANAGEMENT, INC., IN THE AMOUNT OF \$250,000 TO PROVIDE TEMPORARY SHORT-TERM INGRESS AND EGRESS AT CREEKSIDE CABINS AND RV RESORT ON STATE HIGHWAY 101 IN MENDOCINO COUNTY, EFFECTIVE JANUARY 16, 2023, THROUGH JUNE 30, 2023; AND APPROVAL OF APPROPRIATION TRANSFER OF FUNDS IN FUND 1100, ORG CODE PB, INCREASING APPROPRIATIONS TO LINE ITEM PB-823300 (FORFEITURE & PENALTY) BY \$500,000.00, INCREASING LINE ITEM PB-862189 (PROFESSIONAL SERVICES) BY \$500,000.00, FUNDED BY THE NUISANCE ABATEMENT LINE ITEM 2110-760791, TO SUPPORT THE EMERGENCY CROSSING RESPONSE AT THE CREEKSIDE CABINS NORTH OF WILLITS - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 23-014

3H) APPROVAL OF AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT No. 22-019 (SECOND AMENDMENT OVERALL) WITH REDWOOD VALLEY CALPELLA FIRE DISTRICT IN THE AMOUNT OF \$0 FOR A TOTAL OF \$1,000,000 FROM ONE-TIME PACIFIC GAS AND ELECTRIC (PG&E) DISASTER SETTLEMENT FUNDS TO PURCHASE A TYPE 1 PUMPER WATER TRUCK, A TYPE 6 WILDLAND BRUSH TRUCK, A PATROL ENGINE AND SUPPLIES/EQUIPMENT TO OUTFIT THE TRUCKS, EFFECTIVE UPON FULL EXECUTION THROUGH JUNE 30, 2023 - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 22-019-A1

3I) APPROVAL OF AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT No. 22-045 (SECOND AMENDMENT OVERALL) WITH POTTER VALLEY COMMUNITY PARKS AND RECREATION IN THE AMOUNT OF \$0 FOR A TOTAL OF \$9,000 FROM ONE-TIME PACIFIC GAS AND ELECTRIC (PG&E) DISASTER SETTLEMENT FUNDS FOR PURCHASE OF SUPPLIES FOR LIVESTOCK EVACUATIONS DURING EMERGENCIES, EFFECTIVE UPON FULL EXECUTION THROUGH JUNE 30, 2023- SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 22-045-A1

3J) APPROVAL OF RETROACTIVE AMENDMENT TO BOS AGREEMENT NO. 22-062, WITH ECONOMIC DEVELOPMENT AND FINANCING CORPORATION (EDFC) IN THE AMOUNT OF \$700 FOR A NEW TOTAL OF \$105,950, FOR CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM SERVICES, EFFECTIVE JANUARY 25, 2022 THROUGH A NEW END DATE OF JUNE 30, 2023 (ORIGINAL END DATE: DECEMBER 30, 2022)- SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 22-062-A1

3K) AUTHORIZATION FOR BEHAVIORAL HEALTH AND RECOVERY SERVICES TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM - ROUND 5 CRISIS AND BEHAVIORAL HEALTH CONTINUUM PROGRAM; AND APPROVAL OF TRANSMISSION OF LETTER OF SUPPORT REGARDING MENDOCINO COUNTY'S APPLICATION - SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

3L) APPROVAL OF THE COUNTY OF MENDOCINO CANNABIS DEPARTMENT UPDATE FROM DECEMBER 2022 - SPONSOR: CANNABIS

Approved;

3M) ADOPTION OF RESOLUTION APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT 2022/23 (SEC 19.56 (A) (8) A(BG) IN THE AMOUNT OF \$2,200,000 FOR BOWER PARK RESTORATION PROJECT AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR DESIGNEE TO SIGN ANY AND ALL NECESSARY GRANT RELATED DOCUMENTS - SPONSOR: GENERAL SERVICES AGENCY

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-018

RESOLUTION 23-018

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING APPLICATION FOR SPECIFIED GRANT FUNDS FROM BUDGET ACT 2022/23 (SEC 19.56 (A) (8) A(BG) \$2,200,000 TO THE COUNTY OF MENDOCINO FOR THE BOWER PARK RESTORATION PROJECT)

3N) APPROVAL OF RENEWAL OF THE FINDING MADE IN RESOLUTION NO. 22-247 THAT THE DETERIORATING CONDITION OF THE ADMINISTRATION CENTER SERVER ROOM COOLING SYSTEM CONSTITUTES AN EMERGENCY THAT REQUIRES IMMEDIATE ACTION TO PREVENT OR MITIGATE THE LOSS OR IMPAIRMENT OF COUNTY PROPERTY AND ABILITY TO PROVIDE ESSENTIAL PUBLIC SERVICES AND DETERMINING THERE IS A NEED TO CONTINUE WITH THE CONTRACT TO RESOLVE THE EMERGENCY - SPONSOR: GENERAL SERVICES AGENCY

Approved;

3O) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: SHERIFF'S CORONER BUDGET UNIT 2310; ADD 1.0 FTE CORONER INVESTIGATIVE TECHNICIAN, \$58,156.80 - \$70,699.20/ANNUALLY AND APPROVE RECLASSIFICATION OF INCUMBENT - SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-019

RESOLUTION 23-019

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

3P) ADOPTION OF RESOLUTION AUTHORIZING ADOPTION OF DIRECTOR OF PUBLIC HEALTH SALARY \$138,881.60 - \$168,833.60 - SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-020

RESOLUTION 23-020

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

3Q) APPROVAL OF SIXTH AMENDMENT TO AGREEMENT 15-056 WITH THOMSON REUTERS/AUMENTUM IN THE AMOUNT OF \$250,000, FOR A NEW TOTAL CONTRACT AMOUNT OF \$2,914,533, RELATED TO THE ACQUISITION OF COUNTY-WIDE PROPERTY TAX SOFTWARE SYSTEM, AUTHORIZING THE ADDITION OF PROFESSIONAL CONSULTING SERVICES AND TRAVEL - SPONSOR: INFORMATION TECHNOLOGY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 15-056-A6

3R) AUTHORIZATION FOR THE MENDOCINO COUNTY DEPARTMENT OF PUBLIC HEALTH DIRECTOR, OR DESIGNEE, TO ACCEPT AND EXECUTE THE BINDING ALLOCATION LETTER FOR \$723,894 OF "FUTURE OF PUBLIC HEALTH" (FOPH) FUNDS AVAILABLE THROUGH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, TO SUPPORT LOCAL HEALTH JURISDICTIONS AND STRENGTHEN LOCAL INFRASTRUCTURE FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023; AND APPROVAL OF APPROPRIATION TRANSFER OF FUNDS CREATING A NEW ORGANIZATION CODE IN BUDGET UNIT 4010 PH TO BE NAMED "PHFOPH" FOR THE FOPH FUNDING ALLOCATION, AND TRANSFERRING FOPH FUNDS FROM 82-5490 ACCORDING TO THE FOLLOWING: \$3,000 TO 86-2060 FOR COMMUNICATIONS, \$36,759 TO 86-2170 FOR OFFICE SUPPLIES, \$6,000 TO 86-2230 FOR INFORMATION TECH EQUIPMENT, AND \$678,135 TO 86-2239 FOR SPECIAL DEPARTMENT EXPENSES - SPONSOR: PUBLIC HEALTH

Approved (as revised) and Chair is authorized to sign same;

3S) APPROVAL OF AGREEMENT WITH SUMMIT FOOD SERVICE, LLC IN THE AMOUNT OF \$2,616,000 FOR KITCHEN AND LAUNDRY SERVICES AT THE MENDOCINO COUNTY JAIL FOR A THREE-YEAR CONTRACT TERM OF FEBRUARY 1, 2023 THROUGH JANUARY 30, 2026, WITH THE OPTION TO EXTEND THE AGREEMENT FOR TWO ADDITIONAL ONE-YEAR PERIODS - SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 23-015

3T) APPROVAL OF RETROACTIVE FIRST AMENDMENT TO AGREEMENT NO. BOS 21-083 WITH PROJECT SANCTUARY IN THE AMOUNT OF \$549,409, FOR A NEW TOTAL OF \$1,006,277, TO CONTINUE PROVIDING NON-CONGREGATE SHELTER (I.E. MOTEL VOUCHERS) AND HOUSING NAVIGATION SERVICES NEEDED TO PREVENT, PREPARE FOR AND RESPOND TO CORONAVIRUS AMONG INDIVIDUALS AND FAMILIES WHO ARE EXPERIENCING HOMELESSNESS IN MENDOCINO COUNTY, USING GRANT FUNDS AVAILABLE THROUGH CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE EMERGENCY SOLUTIONS GRANT, AS FUNDED BY THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT, EFFECTIVE JANUARY 1, 2021 THROUGH A NEW END DATE OF SEPTEMBER 30, 2023 (ORIGINAL END DATE: JUNE 30, 2022) - SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-083-A1

3U) APPROVAL OF AGREEMENT (RETROACTIVE FIRST AMENDMENT TO PURCHASING AGENT AGREEMENT NO. PA 21-157/SS 20-083) WITH REDWOOD COMMUNITY SERVICES IN THE AMOUNT OF \$268,536, FOR A NEW TOTAL OF \$318,536 TO CONTINUE PROVIDING RAPID REHOUSING SERVICES TO INDIVIDUAL YOUTH AND YOUTH-LED FAMILIES WITH CHILDREN WHO ARE EXPERIENCING HOMELESSNESS IN MENDOCINO COUNTY, EFFECTIVE MAY 10, 2021 THROUGH A NEW END DATE OF SEPTEMBER 30, 2023 (ORIGINAL END DATE: JUNE 30, 2022) - SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 23-016

3V) ADOPTION OF RESOLUTION APPOINTING SUPERVISOR GLENN MCGOURTY AS DIRECTOR AND SUPERVISOR MAUREEN MULHEREN AS ALTERNATE DIRECTOR TO SERVE ON THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS FOR THE TERM BEGINNING JANUARY 1, 2023 (UKIAH AREA) - SPONSOR: WATER AGENCY

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-021

RESOLUTION 23-021

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPOINTING SUPERVISOR GLENN MCGOURTY AS DIRECTOR AND SUPERVISOR MAUREEN MULHEREN AS ALTERNATE DIRECTOR TO SERVE ON THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS FOR THE TERM BEGINNING JANUARY 1, 2023 (UKIAH AREA)

AGENDA ITEM NO. 4 – REGULAR CALENDAR

5A) OFF-AGENDA ITEM: PURSUANT TO GOVERNMENT CODE SECTION 54954.2 - DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF RESOLUTION RATIFYING THE LOCAL HEALTH EMERGENCY PROCLAIMED BY THE PUBLIC HEALTH OFFICER RELATED TO THE RELEASE OF WASTE AT CREEKSIDE CABINS AND RV RESORT - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Christian M. Curtis, County Counsel; Dr. Andy Coren, Public Health Officer; and Darcie Antle, Chief Executive Officer.

Public Comment: Theresa Thurman.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors will hear the off-agenda item pursuant to Government Code 54954.2 and moves that it be added to the agenda as item 5a). The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors adopts Resolution ratifying the Local Health Emergency Proclaimed by The Public Health Officer related to the release of waste at Creekside Cabins and RV Resort; and authorizes Chair to sign same. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Enactment No: Resolution 23-022

RESOLUTION 23-022

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RATIFYING THE LOCAL HEALTH EMERGENCY PROCLAIMED BY THE COUNTY HEALTH OFFICER RELATED TO THE RELEASE OF WASTE AT CREEKSIDE CABINS AND RV RESORT

4A) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF DECEMBER 2022-JANUARY 2023 WINTER STORMS UPDATE; AND DIRECTION TO STAFF - SPONSOR: EXECUTIVE OFFICE

Presenter/s: None.

Public Comment: None.

Board Action: Upon motion by Supervisor Gjerde, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors accepts update regarding December 2022-January 2023 Winter Storms. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4B) CHIEF EXECUTIVE OFFICER'S REPORT - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer.

Public Comment: Andrew Smith, Interim Agricultural Commissioner; and Hannah Nelson.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors accepts the Chief Executive Officer's report. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4C) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF PRESENTATION ON THE DECEMBER 31, 2022 MENDOCINO COUNTY POOLED INVESTMENTS REPORT; AND APPROVAL OF MENDOCINO COUNTY INVESTMENT POLICY FOR CALENDAR YEAR 2023 - SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Presenter/s: Chamise Cubbison, Auditor-Controller Treasurer/Tax-Collector; and Carlos M. Oblites, Senior Portfolio Strategist, Chandler Asset Management.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors accepts the December 31, 2022 Mendocino County Pooled Investments Report; and approves the Mendocino County Investment Policy for Calendar Year 2023. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4D) DISCUSSION AND POSSIBLE ACTION INCLUDING INTRODUCTION AND WAIVE FIRST READING OF AN ORDINANCE DELEGATING AUTHORITY TO INVEST OR REINVEST THE FUNDS OF THE COUNTY AND ITS OTHER DEPOSITORS IN THE COUNTY TREASURY TO THE TREASURER FOR CALENDAR YEAR 2023 – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Presenter/s: Chamise Cubbison, Auditor-Controller Treasurer/Tax-Collector.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors introduces and waives first reading of an Ordinance delegating authority to invest or reinvest the funds of the County and its other depositors in the County Treasury to the Treasurer for the calendar year 2023. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4E) NOTICED PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION INCLUDING APPROVAL TO ESTABLISH SHORTER WILLIAMSON ACT CONTRACTS, EFFECTIVE IN CALENDAR YEAR 2023, PURSUANT TO STATE STATUTE, MAKING THE REQUISITE FINDING PURSUANT TO GOVERNMENT CODE 16142.1(D) – SPONSORS: ASSESSOR/CLERK-RECORDER AND AGRICULTURE

Presenter/s: Katrina Bartolomie, Assessor/Clerk-Recorder/Registrar of Voters.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors approves the establishment of shorter Williamson Act Contracts, effective in Calendar Year 2023, pursuant to State Statute, making the requisite finding pursuant to Government Code Section 16142.1(d), and directs staff to notify all affected landowners of final decision and the right to prevent the reduction in term by serving notice of non-renewal. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

BOARD RECESS: 10:23 A.M. – 10:34 A.M.

4F) DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF A RESOLUTION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MENDOCINO AND THE MENDOCINO COUNTY PUBLIC ATTORNEYS ASSOCIATION -TEAMSTERS LOCAL 856 FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2023 – SPONSORS: EXECUTIVE OFFICE AND HUMAN RESOURCES

Presenter/s: Cherie Johnson, Deputy Chief Executive Officer.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors adopts Resolution and approves Memorandum of Understanding Between the County of Mendocino and the Mendocino County Public Attorneys Association -Teamsters Local 856 for the Term of July 1, 2022 through June 30, 2023; and authorize Chair to sign same. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Enactment No: Resolution 23-023; Agreement 23-017

RESOLUTION 23-023

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE MEMORANDUM OF UNDERSTANDING WITH MENDOCINO COUNTY PUBLIC ATTORNEYS ASSOCIATION – TEAMSTERS LOCAL 856

4G) DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF A RESOLUTION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MENDOCINO AND THE MENDOCINO COUNTY DEPARTMENT HEAD ASSOCIATION FOR THE TERM OF SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023 – SPONSORS: EXECUTIVE OFFICE AND HUMAN RESOURCES

Presenter/s: Cherie Johnson, Deputy Chief Executive Officer.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors adopts Resolution and approves Memorandum of Understanding between the County of Mendocino and the Mendocino County Department Head Association for the term of September 1, 2022, through August 31, 2023; and authorize Chair to sign same. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Enactment No: Resolution 23-024; Agreement 23-018

RESOLUTION 23-024

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE MEMORANDUM OF UNDERSTANDING WITH MENDOCINO COUNTY DEPARTMENT HEAD ASSOCIATION

4H) DISCUSSION AND POSSIBLE DIRECTION TO STAFF REGARDING THE PRESENTATION OF MENDOCINO COUNTY'S FISCAL YEAR (FY) 2022-23 BUDGET STATUS - SPONSORS: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer; Chamise Cubbison, Auditor-Controller Treasurer/Tax-Collector; Tim Hallman, Acting Deputy Chief Executive Officer; Sara Pierce, Deputy Chief Executive Officer; Stella Bratsis, Senior Administrative Analyst; Cherie Johnson, Deputy Chief Executive Officer; Tony Rakes, Division Manager, Information Technology; Janelle Rau, Director, General Services Agency; and Matthew Kendall, Sheriff-Coroner.

Public Comment: Carrie Shattuck; Peter McNamee; Hannah Nelson; and Monique Ramirez.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors directs the Chair to write to the state Assemblymember and Senator expressing need for greater state funding for the jail expansion/compliance; and directs the Chair to write to US Representatives and Senators regarding FEMA funding and the need for full FEMA funding for the Roomkey Program. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Board Action: Upon motion by Supervisor Gjerde, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors directs that as the Executive Office brings forward proposals to balance the budget, they should first look at options that do not target PG&E funds for the carbon reduction plan or the drought. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

ADJOURNED TO CLOSED SESSION: 12:26 P.M.

6A) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION: ONE CASE**6B) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION: ONE CASE**

RECONVENED IN OPEN SESSION: 2:05 P.M.

AGENDA ITEM NO. 6 – REPORT OUT OF CLOSED SESSION

Presenter: Chair McGourty.

Public Comment: None.

Board Action: With respect to agenda item 6a), the Board voted unanimously to direct County Counsel to file litigation against Houser Holdings LLC and Theresa Thurman to address conditions at the Creekside Cabins property. With respect to agenda item 6b), no reportable action was taken.

4i) **DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO COUNTY STAFF TO CONTINUE WORK ON NECESSARY STEPS TO IMPLEMENT THE COUNTY SERVICE AREA 3 BENEFIT ZONE PILOT PROGRAM FOR THE SHERWOOD ROAD AREA, DETERMINE APPROPRIATE MENDOCINO COUNTY POLICY AS THE IMPLEMENTING “AGENCY TO EFFECTIVELY AND EFFICIENTLY DELIVER ADEQUATE, RELIABLE, AND SUSTAINABLE SERVICES” - LICENSE VS EASEMENT; APPROVE AND AUTHORIZE EXPENDITURE OF ANY SURPLUS FUNDS IN THE LAND IMPROVEMENT BUDGET UNIT 1910 FOR CONTRACTING UP TO \$105,000 AND ACKNOWLEDGE LAND IMPROVEMENT BUDGET UNIT 1910 HAS EXPENDED \$60,000 IN STAFF EFFORT TO DATE AND ANTICIPATES THAT AN ADDITIONAL \$95,000 TO \$105,000 IN STAFF & CONSULTANT EFFORT MIGHT BE REQUIRED TO COMPLETE THIS PROCESS FOR A TOTAL ESTIMATED, PAST & FUTURE COST OF \$165,000 (SHERWOOD ROAD AREA)- SPONSOR: TRANSPORTATION**

Presenter/s: Howard Dashiell, Director, Transportation.

Public Comment: Keith Rutledge.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors accepts revocable license as appropriate for this project; direct the Director of Transportation, Howard Dashiell, to return to LAFCo; and directs staff to proceed with the 50% protest election vote. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4j) **DISCUSSION AND POSSIBLE ACTION INCLUDING AN INFORMATIONAL UPDATE ON THE STATUS OF PLANNING AND DEVELOPMENT OF A WILDLIFE EXCLUSIONARY PROGRAM - SPONSORS: SUPERVISOR HASCHAK, AGRICULTURE, AND ANIMAL CARE SERVICES**

Presenter/s: Supervisor Haschak; and Andrew Smith, Interim Agricultural Commissioner.

Public Comment: Chris Brandt.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors accepts informational update on the status of planning and development of a wildlife exclusionary program and staff recommendations on next steps. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

BOARD RECESS: 3:19 P.M. – 3:30 P.M.

4K) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF A PRESENTATION FROM THE MENDOCINO COUNTY FISH AND GAME COMMISSION AND CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE REGARDING THE NEED TO ESTABLISH RIPARIAN, STREAM, AND WETLAND PROTECTIONS FOR THE INLAND AREA OF MENDOCINO COUNTY; AND DIRECTION TO STAFF - SPONSOR: SUPERVISOR HASCHAK

CHAIR MCGOURTY RECUSED HIMSELF DUE TO A CONFLICT OF INTEREST REGARDING HIS OWNERSHIP OF RIPARIAN PROPERTY AND PASSED THE GAVEL TO VICE-CHAIR MULHEREN.

Presenter/s: Supervisor Haschak; Angela Liebenberg, California Department of Fish and Wildlife; Jennifer Garrison, California Department of Fish and Wildlife; and Nash Gonzalez, Interim Assistant Director, Planning and Building Services.

Public Comment: Ellen Drell; Glenn McGourty; and Peter McNamee.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors directs that Supervisor McGourty work with the Fish and Game Commission and any other pertinent agencies to determine what mapping currently exists in the county. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

CHAIR MCGOURTY RETURNED TO THE DAIS AND RETRIEVED THE GAVEL FROM VICE-CHAIR MULHEREN.

4L) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF REGARDING DEAD AND/OR HAZARDOUS VEGETATION REMOVAL IN THE COASTAL ZONE - SPONSOR: PLANNING AND BUILDING SERVICES

Presenter/s: Nash Gonzalez, Interim Assistant Director, Planning and Building Services; John Burkes, Code Enforcement Manager; and Gretchen McLaughlin, Supervising Code Enforcement Officer.

Public Comment: Matthew Barker.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Gjerde, IT IS ORDERED that the Board of Supervisors direct County Counsel to work with Planning and Building Services on an urgency ordinance that would exempt certain dead, diseased, or hazardous trees within the strike area of the an inhabited structure or its parking area from permit requirements, as a stopgap measure until a local coastal plan amendment can be put in place; direct the department to bring back available options regarding an expedited process beyond the inhabited building and parking spaces; and direct the department to work with CAL-Fire to see if they have any recommendations. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

~~4M) DISCUSSION AND POSSIBLE ACTION INCLUDING REVIEW, ADOPTION, AMENDMENT, CONSIDERATION OR RATIFICATION OF LEGISLATION PURSUANT TO THE ADOPTED LEGISLATIVE PLATFORM – SPONSOR: EXECUTIVE OFFICE~~

Withdrawn.

4N) SUPERVISORS' REPORTS REGARDING BOARD SPECIAL ASSIGNMENTS, STANDING AND AD HOC COMMITTEE MEETINGS, AND OTHER ITEMS OF GENERAL INTEREST

Presenter/s: Supervisor Gjerde; Supervisor Williams; Supervisor Mulheren; Supervisor Haschak; and Chair McGourty.

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 5:17 P.M.

Attest: ATLAS M.A. PEARSON
Senior Deputy Clerk of the Board


GLENN MCGOURTY, Chair



NOTICE: PUBLISHED MINUTES OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS MEETINGS

- Effective March 1, 2009, Board of Supervisors minutes will be produced in “action only” format. As an alternative service, public access to recorded Board proceedings will be available on the Board of Supervisors’ website in indexed audio format
- LIVE WEB STREAMING OF BOARD MEETINGS is now available via the County’s YouTube Channel. If technical assistance is needed, please contact The Mendocino County Executive Office at (707) 463-4441.
- Minutes are considered draft until adopted/approved by the Board of Supervisors
- The Board of Supervisors’ action minutes are also posted on the County of Mendocino website at: www.mendocinocounty.org/government/board-of-supervisors
- To request an official record of a meeting of the Mendocino County Board of Supervisors, please contact the Executive Office at (707) 463-4441
- Please reference the departmental website to obtain additional resource information for the Board of Supervisors and Clerk of the Board: www.mendocinocounty.org/government/board-of-supervisors

Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors

GLENN MCGOURTY
1st District
Supervisor
Chair

MAUREEN MULHEREN
2nd District
Supervisor
Vice-Chair

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor

TED WILLIAMS
5th District
Supervisor



DARCIE ANTLE
Chief Executive Officer/
Clerk of the Board

CHRISTIAN M. CURTIS
County Counsel

COUNTY ADMINISTRATION CENTER
501 Low Gap Road, Room 1070
Ukiah, CA 95482
(707) 463-4441 (t)
(707) 463-5649 (f)
cob@mendocinocounty.org

MENDOCINO COUNTY BOARD OF SUPERVISORS

ACTION MINUTES – January 24, 2023

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF MENDOCINO - STATE OF CALIFORNIA
FAIR STATEMENT OF PROCEEDINGS
(PURSUANT TO CALIFORNIA GOVERNMENT CODE §25150)**

AGENDA ITEM NO. 1 – OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

Present: Supervisor Glenn McGourty, Supervisor Maureen Mulheren, Supervisor John Haschak, Supervisor Dan Gjerde, and Supervisor Ted Williams.

Staff Present: Darcie Antle, Chief Executive Officer; Christian M. Curtis, County Counsel; Atlas M.A. Pearson, Senior Deputy Clerk of the Board; Kim Saylor, Deputy Clerk of the Board; and Lillian Bearden, Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Supervisor Mulheren.

AGENDA ITEM NO. 2 – PUBLIC EXPRESSION

Presenter/s: Chris Brandt; Mark Donegan; Robert Marde; Richard Morrison; Theresa Thurman; Carrie Shattuck; Ronald Herold; Vicky Richardson; Dan Malliard; and Danilla Sands.

AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Chair McGourty.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that Consent Calendar items 3a) – 3v) are hereby approved as follows. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

3A) APPROVAL OF MINUTES OF JANUARY 10, 2023 REGULAR MEETING - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3B) APPROVAL OF MINUTES OF JANUARY 11, 2023 REGULAR CLOSED SESSION MEETING - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3C) APPROVAL OF RECOMMENDED APPOINTMENTS/REAPPOINTMENTS - SPONSOR: EXECUTIVE OFFICE

Approved;

1. Martin Martinez, Fifth District Representative, Behavioral Health Advisory Board;
2. Gary Mirata, First District Representative, Community Development Commission;
3. Dawn Deetz, Second District Representative, Community Development Commission;
4. Richard Willoughby, Third District Representative, Community Development Commission;
5. Kathy Brigham, Fifth District Representative, Community Development Commission;
6. Linda Mechling, Trustee, Mendocino - Little River Cemetery District;
7. James Eddie, First District Representative, Museum Advisory Board;
8. Brent E. Walker, Third District Representative, Museum Advisory Board;
9. Laura Betts, Third District Representative, Public Safety Advisory Board;
10. Lee Finney, Fifth District Representative, Public Safety Advisory Board;
11. Gary Quinton, Member, Westport Municipal Advisory Council;
12. Robert Keiffer, Trustee, Hopland Cemetery District;
13. Michael Carter, Public Appointee, Mendocino Council of Governments;
14. Bruce Richard, County B Representative, Mendocino Transit Authority;
15. Jim Tarbell, County A Representative, Mendocino Transit Authority;
16. David Shpak, Member, Gualala Municipal Advisory Council;
17. Bernadette Byrne, Alternate Member, Hopland Municipal Advisory Council;
18. Jane Cupples, Member, Hopland Municipal Advisory Council; and
19. Ellen Drell, Third District Representative, Mendocino County Climate Action Advisory Committee.

3D) ADOPTION OF RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$20,741.28 FROM THE WILLIAM J. AND MELVINA K. TONEY REVOCABLE TRUST TO THE HISTORICAL SOCIETY OF MENDOCINO COUNTY TO COVER CAPITAL EXPENSES RELATED TO THE SOCIETY’S PROPERTY - SPONSOR: SUPERVISOR MCGOURTY

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-017

RESOLUTION 23-017

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE TRANSFER OF FUNDS FROM THE WILLIAM J. AND MELVINA K. TONEY REVOCABLE TRUST DEPOSITED INTO THE MENDOCINO COUNTY MUSEUM ENDOWMENT FUND TO THE HISTORICAL SOCIETY OF MENDOCINO COUNTY

3E) ADOPTION OF PROCLAMATION RECOGNIZING AND HONORING MS. EDITH RECAGNO KENNAN CECCARELLI UPON HER 115TH BIRTHDAY ON FEBRUARY 5, 2023 - SPONSOR: SUPERVISOR HASCHAK

Adopted and Chair is authorized to sign same;

3F) APPROVAL OF APPOINTMENT OF SUPERVISOR HASCHAK AS AN ALTERNATE REPRESENTATIVE TO THE LOCAL AGENCY FORMATION COMMISSION (LAFCo); AND ADOPTION OF REVISED 2023 SPECIAL ASSIGNMENTS ROSTER REFLECTING THE ADDITION - SPONSOR: EXECUTIVE OFFICE

Approved;

3G) APPROVAL OF RETROACTIVE AGREEMENT WITH WYLATTI RESOURCE MANAGEMENT, INC., IN THE AMOUNT OF \$250,000 TO PROVIDE TEMPORARY SHORT-TERM INGRESS AND EGRESS AT CREEKSIDE CABINS AND RV RESORT ON STATE HIGHWAY 101 IN MENDOCINO COUNTY, EFFECTIVE JANUARY 16, 2023, THROUGH JUNE 30, 2023; AND APPROVAL OF APPROPRIATION TRANSFER OF FUNDS IN FUND 1100, ORG CODE PB, INCREASING APPROPRIATIONS TO LINE ITEM PB-823300 (FORFEITURE & PENALTY) BY \$500,000.00, INCREASING LINE ITEM PB-862189 (PROFESSIONAL SERVICES) BY \$500,000.00, FUNDED BY THE NUISANCE ABATEMENT LINE ITEM 2110-760791, TO SUPPORT THE EMERGENCY CROSSING RESPONSE AT THE CREEKSIDE CABINS NORTH OF WILLITS - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 23-014

3H) APPROVAL OF AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT No. 22-019 (SECOND AMENDMENT OVERALL) WITH REDWOOD VALLEY CALPELLA FIRE DISTRICT IN THE AMOUNT OF \$0 FOR A TOTAL OF \$1,000,000 FROM ONE-TIME PACIFIC GAS AND ELECTRIC (PG&E) DISASTER SETTLEMENT FUNDS TO PURCHASE A TYPE 1 PUMPER WATER TRUCK, A TYPE 6 WILDLAND BRUSH TRUCK, A PATROL ENGINE AND SUPPLIES/EQUIPMENT TO OUTFIT THE TRUCKS, EFFECTIVE UPON FULL EXECUTION THROUGH JUNE 30, 2023 - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 22-019-A1

3I) APPROVAL OF AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT No. 22-045 (SECOND AMENDMENT OVERALL) WITH POTTER VALLEY COMMUNITY PARKS AND RECREATION IN THE AMOUNT OF \$0 FOR A TOTAL OF \$9,000 FROM ONE-TIME PACIFIC GAS AND ELECTRIC (PG&E) DISASTER SETTLEMENT FUNDS FOR PURCHASE OF SUPPLIES FOR LIVESTOCK EVACUATIONS DURING EMERGENCIES, EFFECTIVE UPON FULL EXECUTION THROUGH JUNE 30, 2023- SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 22-045-A1

3J) APPROVAL OF RETROACTIVE AMENDMENT TO BOS AGREEMENT NO. 22-062, WITH ECONOMIC DEVELOPMENT AND FINANCING CORPORATION (EDFC) IN THE AMOUNT OF \$700 FOR A NEW TOTAL OF \$105,950, FOR CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM SERVICES, EFFECTIVE JANUARY 25, 2022 THROUGH A NEW END DATE OF JUNE 30, 2023 (ORIGINAL END DATE: DECEMBER 30, 2022)- SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 22-062-A1

3K) AUTHORIZATION FOR BEHAVIORAL HEALTH AND RECOVERY SERVICES TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM - ROUND 5 CRISIS AND BEHAVIORAL HEALTH CONTINUUM PROGRAM; AND APPROVAL OF TRANSMISSION OF LETTER OF SUPPORT REGARDING MENDOCINO COUNTY'S APPLICATION - SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

3L) APPROVAL OF THE COUNTY OF MENDOCINO CANNABIS DEPARTMENT UPDATE FROM DECEMBER 2022 - SPONSOR: CANNABIS

Approved;

3M) ADOPTION OF RESOLUTION APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT 2022/23 (SEC 19.56 (A) (8) A(BG) IN THE AMOUNT OF \$2,200,000 FOR BOWER PARK RESTORATION PROJECT AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR DESIGNEE TO SIGN ANY AND ALL NECESSARY GRANT RELATED DOCUMENTS - SPONSOR: GENERAL SERVICES AGENCY

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-018

RESOLUTION 23-018

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING APPLICATION FOR SPECIFIED GRANT FUNDS FROM BUDGET ACT 2022/23 (SEC 19.56 (A) (8) A(BG) \$2,200,000 TO THE COUNTY OF MENDOCINO FOR THE BOWER PARK RESTORATION PROJECT)

3N) APPROVAL OF RENEWAL OF THE FINDING MADE IN RESOLUTION NO. 22-247 THAT THE DETERIORATING CONDITION OF THE ADMINISTRATION CENTER SERVER ROOM COOLING SYSTEM CONSTITUTES AN EMERGENCY THAT REQUIRES IMMEDIATE ACTION TO PREVENT OR MITIGATE THE LOSS OR IMPAIRMENT OF COUNTY PROPERTY AND ABILITY TO PROVIDE ESSENTIAL PUBLIC SERVICES AND DETERMINING THERE IS A NEED TO CONTINUE WITH THE CONTRACT TO RESOLVE THE EMERGENCY - SPONSOR: GENERAL SERVICES AGENCY

Approved;

3O) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: SHERIFF'S CORONER BUDGET UNIT 2310; ADD 1.0 FTE CORONER INVESTIGATIVE TECHNICIAN, \$58,156.80 - \$70,699.20/ANNUALLY AND APPROVE RECLASSIFICATION OF INCUMBENT - SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-019

RESOLUTION 23-019

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

3P) ADOPTION OF RESOLUTION AUTHORIZING ADOPTION OF DIRECTOR OF PUBLIC HEALTH SALARY \$138,881.60 - \$168,833.60 - SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-020

RESOLUTION 23-020

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

3Q) APPROVAL OF SIXTH AMENDMENT TO AGREEMENT 15-056 WITH THOMSON REUTERS/AUMENTUM IN THE AMOUNT OF \$250,000, FOR A NEW TOTAL CONTRACT AMOUNT OF \$2,914,533, RELATED TO THE ACQUISITION OF COUNTY-WIDE PROPERTY TAX SOFTWARE SYSTEM, AUTHORIZING THE ADDITION OF PROFESSIONAL CONSULTING SERVICES AND TRAVEL - SPONSOR: INFORMATION TECHNOLOGY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 15-056-A6

3R) AUTHORIZATION FOR THE MENDOCINO COUNTY DEPARTMENT OF PUBLIC HEALTH DIRECTOR, OR DESIGNEE, TO ACCEPT AND EXECUTE THE BINDING ALLOCATION LETTER FOR \$723,894 OF "FUTURE OF PUBLIC HEALTH" (FOPH) FUNDS AVAILABLE THROUGH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, TO SUPPORT LOCAL HEALTH JURISDICTIONS AND STRENGTHEN LOCAL INFRASTRUCTURE FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023; AND APPROVAL OF APPROPRIATION TRANSFER OF FUNDS CREATING A NEW ORGANIZATION CODE IN BUDGET UNIT 4010 PH TO BE NAMED "PHFOPH" FOR THE FOPH FUNDING ALLOCATION, AND TRANSFERRING FOPH FUNDS FROM 82-5490 ACCORDING TO THE FOLLOWING: \$3,000 TO 86-2060 FOR COMMUNICATIONS, \$36,759 TO 86-2170 FOR OFFICE SUPPLIES, \$6,000 TO 86-2230 FOR INFORMATION TECH EQUIPMENT, AND \$678,135 TO 86-2239 FOR SPECIAL DEPARTMENT EXPENSES - SPONSOR: PUBLIC HEALTH

Approved (as revised) and Chair is authorized to sign same;

3S) APPROVAL OF AGREEMENT WITH SUMMIT FOOD SERVICE, LLC IN THE AMOUNT OF \$2,616,000 FOR KITCHEN AND LAUNDRY SERVICES AT THE MENDOCINO COUNTY JAIL FOR A THREE-YEAR CONTRACT TERM OF FEBRUARY 1, 2023 THROUGH JANUARY 30, 2026, WITH THE OPTION TO EXTEND THE AGREEMENT FOR TWO ADDITIONAL ONE-YEAR PERIODS - SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 23-015

3T) APPROVAL OF RETROACTIVE FIRST AMENDMENT TO AGREEMENT NO. BOS 21-083 WITH PROJECT SANCTUARY IN THE AMOUNT OF \$549,409, FOR A NEW TOTAL OF \$1,006,277, TO CONTINUE PROVIDING NON-CONGREGATE SHELTER (I.E. MOTEL VOUCHERS) AND HOUSING NAVIGATION SERVICES NEEDED TO PREVENT, PREPARE FOR AND RESPOND TO CORONAVIRUS AMONG INDIVIDUALS AND FAMILIES WHO ARE EXPERIENCING HOMELESSNESS IN MENDOCINO COUNTY, USING GRANT FUNDS AVAILABLE THROUGH CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE EMERGENCY SOLUTIONS GRANT, AS FUNDED BY THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT, EFFECTIVE JANUARY 1, 2021 THROUGH A NEW END DATE OF SEPTEMBER 30, 2023 (ORIGINAL END DATE: JUNE 30, 2022) - SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-083-A1

3U) APPROVAL OF AGREEMENT (RETROACTIVE FIRST AMENDMENT TO PURCHASING AGENT AGREEMENT NO. PA 21-157/SS 20-083) WITH REDWOOD COMMUNITY SERVICES IN THE AMOUNT OF \$268,536, FOR A NEW TOTAL OF \$318,536 TO CONTINUE PROVIDING RAPID REHOUSING SERVICES TO INDIVIDUAL YOUTH AND YOUTH-LED FAMILIES WITH CHILDREN WHO ARE EXPERIENCING HOMELESSNESS IN MENDOCINO COUNTY, EFFECTIVE MAY 10, 2021 THROUGH A NEW END DATE OF SEPTEMBER 30, 2023 (ORIGINAL END DATE: JUNE 30, 2022) - SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 23-016

3V) ADOPTION OF RESOLUTION APPOINTING SUPERVISOR GLENN MCGOURTY AS DIRECTOR AND SUPERVISOR MAUREEN MULHEREN AS ALTERNATE DIRECTOR TO SERVE ON THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS FOR THE TERM BEGINNING JANUARY 1, 2023 (UKIAH AREA) - SPONSOR: WATER AGENCY

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 23-021

RESOLUTION 23-021

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPOINTING SUPERVISOR GLENN MCGOURTY AS DIRECTOR AND SUPERVISOR MAUREEN MULHEREN AS ALTERNATE DIRECTOR TO SERVE ON THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS FOR THE TERM BEGINNING JANUARY 1, 2023 (UKIAH AREA)

AGENDA ITEM NO. 4 – REGULAR CALENDAR

5A) OFF-AGENDA ITEM: PURSUANT TO GOVERNMENT CODE SECTION 54954.2 - DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF RESOLUTION RATIFYING THE LOCAL HEALTH EMERGENCY PROCLAIMED BY THE PUBLIC HEALTH OFFICER RELATED TO THE RELEASE OF WASTE AT CREEKSIDE CABINS AND RV RESORT - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Christian M. Curtis, County Counsel; Dr. Andy Coren, Public Health Officer; and Darcie Antle, Chief Executive Officer.

Public Comment: Theresa Thurman.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors will hear the off-agenda item pursuant to Government Code 54954.2 and moves that it be added to the agenda as item 5a). The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors adopts Resolution ratifying the Local Health Emergency Proclaimed by The Public Health Officer related to the release of waste at Creekside Cabins and RV Resort; and authorizes Chair to sign same. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Enactment No: Resolution 23-022

RESOLUTION 23-022

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RATIFYING THE LOCAL HEALTH EMERGENCY PROCLAIMED BY THE COUNTY HEALTH OFFICER RELATED TO THE RELEASE OF WASTE AT CREEKSIDE CABINS AND RV RESORT

4A) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF DECEMBER 2022-JANUARY 2023 WINTER STORMS UPDATE; AND DIRECTION TO STAFF - SPONSOR: EXECUTIVE OFFICE

Presenter/s: None.

Public Comment: None.

Board Action: Upon motion by Supervisor Gjerde, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors accepts update regarding December 2022-January 2023 Winter Storms. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4B) CHIEF EXECUTIVE OFFICER'S REPORT - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer.

Public Comment: Andrew Smith, Interim Agricultural Commissioner; and Hannah Nelson.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors accepts the Chief Executive Officer's report. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4C) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF PRESENTATION ON THE DECEMBER 31, 2022 MENDOCINO COUNTY POOLED INVESTMENTS REPORT; AND APPROVAL OF MENDOCINO COUNTY INVESTMENT POLICY FOR CALENDAR YEAR 2023 - SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Presenter/s: Chamise Cubbison, Auditor-Controller Treasurer/Tax-Collector; and Carlos M. Oblites, Senior Portfolio Strategist, Chandler Asset Management.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors accepts the December 31, 2022 Mendocino County Pooled Investments Report; and approves the Mendocino County Investment Policy for Calendar Year 2023. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4D) DISCUSSION AND POSSIBLE ACTION INCLUDING INTRODUCTION AND WAIVE FIRST READING OF AN ORDINANCE DELEGATING AUTHORITY TO INVEST OR REINVEST THE FUNDS OF THE COUNTY AND ITS OTHER DEPOSITORS IN THE COUNTY TREASURY TO THE TREASURER FOR CALENDAR YEAR 2023 – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Presenter/s: Chamise Cubbison, Auditor-Controller Treasurer/Tax-Collector.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors introduces and waives first reading of an Ordinance delegating authority to invest or reinvest the funds of the County and its other depositors in the County Treasury to the Treasurer for the calendar year 2023. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4E) NOTICED PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION INCLUDING APPROVAL TO ESTABLISH SHORTER WILLIAMSON ACT CONTRACTS, EFFECTIVE IN CALENDAR YEAR 2023, PURSUANT TO STATE STATUTE, MAKING THE REQUISITE FINDING PURSUANT TO GOVERNMENT CODE 16142.1(D) – SPONSORS: ASSESSOR/CLERK-RECORDER AND AGRICULTURE

Presenter/s: Katrina Bartolomie, Assessor/Clerk-Recorder/Registrar of Voters.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors approves the establishment of shorter Williamson Act Contracts, effective in Calendar Year 2023, pursuant to State Statute, making the requisite finding pursuant to Government Code Section 16142.1(d), and directs staff to notify all affected landowners of final decision and the right to prevent the reduction in term by serving notice of non-renewal. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

BOARD RECESS: 10:23 A.M. – 10:34 A.M.

4F) DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF A RESOLUTION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MENDOCINO AND THE MENDOCINO COUNTY PUBLIC ATTORNEYS ASSOCIATION -TEAMSTERS LOCAL 856 FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2023 – SPONSORS: EXECUTIVE OFFICE AND HUMAN RESOURCES

Presenter/s: Cherie Johnson, Deputy Chief Executive Officer.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors adopts Resolution and approves Memorandum of Understanding Between the County of Mendocino and the Mendocino County Public Attorneys Association -Teamsters Local 856 for the Term of July 1, 2022 through June 30, 2023; and authorize Chair to sign same. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Enactment No: Resolution 23-023; Agreement 23-017

RESOLUTION 23-023

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE MEMORANDUM OF UNDERSTANDING WITH MENDOCINO COUNTY PUBLIC ATTORNEYS ASSOCIATION – TEAMSTERS LOCAL 856

4G) DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF A RESOLUTION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MENDOCINO AND THE MENDOCINO COUNTY DEPARTMENT HEAD ASSOCIATION FOR THE TERM OF SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023 – SPONSORS: EXECUTIVE OFFICE AND HUMAN RESOURCES

Presenter/s: Cherie Johnson, Deputy Chief Executive Officer.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors adopts Resolution and approves Memorandum of Understanding between the County of Mendocino and the Mendocino County Department Head Association for the term of September 1, 2022, through August 31, 2023; and authorize Chair to sign same. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Enactment No: Resolution 23-024; Agreement 23-018

RESOLUTION 23-024

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE MEMORANDUM OF UNDERSTANDING WITH MENDOCINO COUNTY DEPARTMENT HEAD ASSOCIATION

4H) DISCUSSION AND POSSIBLE DIRECTION TO STAFF REGARDING THE PRESENTATION OF MENDOCINO COUNTY'S FISCAL YEAR (FY) 2022-23 BUDGET STATUS - SPONSORS: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer; Chamise Cubbison, Auditor-Controller Treasurer/Tax-Collector; Tim Hallman, Acting Deputy Chief Executive Officer; Sara Pierce, Deputy Chief Executive Officer; Stella Bratsis, Senior Administrative Analyst; Cherie Johnson, Deputy Chief Executive Officer; Tony Rakes, Division Manager, Information Technology; Janelle Rau, Director, General Services Agency; and Matthew Kendall, Sheriff-Coroner.

Public Comment: Carrie Shattuck; Peter McNamee; Hannah Nelson; and Monique Ramirez.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors directs the Chair to write to the state Assemblymember and Senator expressing need for greater state funding for the jail expansion/compliance; and directs the Chair to write to US Representatives and Senators regarding FEMA funding and the need for full FEMA funding for the Roomkey Program. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

Board Action: Upon motion by Supervisor Gjerde, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors directs that as the Executive Office brings forward proposals to balance the budget, they should first look at options that do not target PG&E funds for the carbon reduction plan or the drought. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

ADJOURNED TO CLOSED SESSION: 12:26 P.M.

6A) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION: ONE CASE**6B) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION: ONE CASE**

RECONVENED IN OPEN SESSION: 2:05 P.M.

AGENDA ITEM NO. 6 – REPORT OUT OF CLOSED SESSION

Presenter: Chair McGourty.

Public Comment: None.

Board Action: With respect to agenda item 6a), the Board voted unanimously to direct County Counsel to file litigation against Houser Holdings LLC and Theresa Thurman to address conditions at the Creekside Cabins property. With respect to agenda item 6b), no reportable action was taken.

4i) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO COUNTY STAFF TO CONTINUE WORK ON NECESSARY STEPS TO IMPLEMENT THE COUNTY SERVICE AREA 3 BENEFIT ZONE PILOT PROGRAM FOR THE SHERWOOD ROAD AREA, DETERMINE APPROPRIATE MENDOCINO COUNTY POLICY AS THE IMPLEMENTING “AGENCY TO EFFECTIVELY AND EFFICIENTLY DELIVER ADEQUATE, RELIABLE, AND SUSTAINABLE SERVICES” - LICENSE VS EASEMENT; APPROVE AND AUTHORIZE EXPENDITURE OF ANY SURPLUS FUNDS IN THE LAND IMPROVEMENT BUDGET UNIT 1910 FOR CONTRACTING UP TO \$105,000 AND ACKNOWLEDGE LAND IMPROVEMENT BUDGET UNIT 1910 HAS EXPENDED \$60,000 IN STAFF EFFORT TO DATE AND ANTICIPATES THAT AN ADDITIONAL \$95,000 TO \$105,000 IN STAFF & CONSULTANT EFFORT MIGHT BE REQUIRED TO COMPLETE THIS PROCESS FOR A TOTAL ESTIMATED, PAST & FUTURE COST OF \$165,000 (SHERWOOD ROAD AREA)- SPONSOR: TRANSPORTATION

Presenter/s: Howard Dashiell, Director, Transportation.

Public Comment: Keith Rutledge.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors accepts revocable license as appropriate for this project; direct the Director of Transportation, Howard Dashiell, to return to LAFCo; and directs staff to proceed with the 50% protest election vote. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

4j) DISCUSSION AND POSSIBLE ACTION INCLUDING AN INFORMATIONAL UPDATE ON THE STATUS OF PLANNING AND DEVELOPMENT OF A WILDLIFE EXCLUSIONARY PROGRAM - SPONSORS: SUPERVISOR HASCHAK, AGRICULTURE, AND ANIMAL CARE SERVICES

Presenter/s: Supervisor Haschak; and Andrew Smith, Interim Agricultural Commissioner.

Public Comment: Chris Brandt.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors accepts informational update on the status of planning and development of a wildlife exclusionary program and staff recommendations on next steps. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

BOARD RECESS: 3:19 P.M. – 3:30 P.M.

4K) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF A PRESENTATION FROM THE MENDOCINO COUNTY FISH AND GAME COMMISSION AND CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE REGARDING THE NEED TO ESTABLISH RIPARIAN, STREAM, AND WETLAND PROTECTIONS FOR THE INLAND AREA OF MENDOCINO COUNTY; AND DIRECTION TO STAFF - SPONSOR: SUPERVISOR HASCHAK

CHAIR MCGOURTY RECUSED HIMSELF DUE TO A CONFLICT OF INTEREST REGARDING HIS OWNERSHIP OF RIPARIAN PROPERTY AND PASSED THE GAVEL TO VICE-CHAIR MULHEREN.

Presenter/s: Supervisor Haschak; Angela Liebenberg, California Department of Fish and Wildlife; Jennifer Garrison, California Department of Fish and Wildlife; and Nash Gonzalez, Interim Assistant Director, Planning and Building Services.

Public Comment: Ellen Drell; Glenn McGourty; and Peter McNamee.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors directs that Supervisor McGourty work with the Fish and Game Commission and any other pertinent agencies to determine what mapping currently exists in the county. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

CHAIR MCGOURTY RETURNED TO THE DAIS AND RETRIEVED THE GAVEL FROM VICE-CHAIR MULHEREN.

4L) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF REGARDING DEAD AND/OR HAZARDOUS VEGETATION REMOVAL IN THE COASTAL ZONE - SPONSOR: PLANNING AND BUILDING SERVICES

Presenter/s: Nash Gonzalez, Interim Assistant Director, Planning and Building Services; John Burkes, Code Enforcement Manager; and Gretchen McLaughlin, Supervising Code Enforcement Officer.

Public Comment: Matthew Barker.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Gjerde, IT IS ORDERED that the Board of Supervisors direct County Counsel to work with Planning and Building Services on an urgency ordinance that would exempt certain dead, diseased, or hazardous trees within the strike area of the an inhabited structure or its parking area from permit requirements, as a stopgap measure until a local coastal plan amendment can be put in place; direct the department to bring back available options regarding an expedited process beyond the inhabited building and parking spaces; and direct the department to work with CAL-Fire to see if they have any recommendations. The motion carried by the following vote:

Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

Absent: 0 – None

~~4M) DISCUSSION AND POSSIBLE ACTION INCLUDING REVIEW, ADOPTION, AMENDMENT, CONSIDERATION OR RATIFICATION OF LEGISLATION PURSUANT TO THE ADOPTED LEGISLATIVE PLATFORM – SPONSOR: EXECUTIVE OFFICE~~

Withdrawn.

4N) SUPERVISORS' REPORTS REGARDING BOARD SPECIAL ASSIGNMENTS, STANDING AND AD HOC COMMITTEE MEETINGS, AND OTHER ITEMS OF GENERAL INTEREST

Presenter/s: Supervisor Gjerde; Supervisor Williams; Supervisor Mulheren; Supervisor Haschak; and Chair McGourty.

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 5:17 P.M.

Attest: ATLAS M.A. PEARSON
Senior Deputy Clerk of the Board

GLENN MCGOURTY, Chair

NOTICE: PUBLISHED MINUTES OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS MEETINGS

- Effective March 1, 2009, Board of Supervisors minutes will be produced in "action only" format. As an alternative service, public access to recorded Board proceedings will be available on the Board of Supervisors' website in indexed audio format
- LIVE WEB STREAMING OF BOARD MEETINGS is now available via the County's YouTube Channel. If technical assistance is needed, please contact The Mendocino County Executive Office at (707) 463-4441.
- Minutes are considered draft until adopted/approved by the Board of Supervisors
- The Board of Supervisors' action minutes are also posted on the County of Mendocino website at: www.mendocinocounty.org/government/board-of-supervisors
- To request an official record of a meeting of the Mendocino County Board of Supervisors, please contact the Executive Office at (707) 463-4441
- Please reference the departmental website to obtain additional resource information for the Board of Supervisors and Clerk of the Board: www.mendocinocounty.org/government/board-of-supervisors

Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors



Mendocino County Board of Supervisors Agenda Summary

Item #: 3b)

To: Board of Supervisors

From: Executive Office

Meeting Date: February 7, 2023

Department Contact: Atlas Pearson

Phone: 707-463-4441

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Recommended Appointments/Reappointments

Recommended Action/Motion:

1. Sherrie Ebyam, Third District Representative, Civil Service Commission;
2. Rebecca Montes, Mendocino College Representative, Museum Advisory Board;
3. Roy Helsing, Pilot, Little River Airport Advisory Committee;
4. Sally Grigg, Alternate Member, Westport Municipal Advisory Council;
5. Allison Pernell, Third District Representative, Mendocino County Planning Commission;
6. Cindi Wagner, At-Large Member, Mendocino County Business Improvement District; and
7. Bekkie Emery, County Representative, First 5 Mendocino;

Previous Board/Board Committee Actions:

The Board of Supervisors approves and/or denies recommended appointments/reappointments regularly.

Summary of Request:

Staff has received the listed application, verified residency, determined that the requested position is currently vacant, and verified that the applicant fits the criteria for the requested position. In addition, Clerk of the Board staff received written support for the appointment from the individual Board/Commission and/or Supervisor for Supervisorial District position for which application has been received

Alternative Action/Motion:

Do not approve the listed appointments or deny approval to one or more of the applicants.

Does This Item Support the General Plan? N/A

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

vote requirement: Majority

Item #: 3b)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: N/A

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: N/A

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: Approved

Date: February 7, 2023



Profile

Sherrie

First Name

Ebyam

Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Alternate Phone

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

☒ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, your application will not be processed.

Upload Alternate Proof of Residency or Request for
Residency Waiver

Which Boards would you like to apply for?

Civil Service Commission: Submitted

Mental Health Treatment Act Citizens Oversight Committee: Appointed

Which position, seat, or representational category would you prefer?

District 3

Availability to Attend Meetings

- ☒ Night Meetings
☒ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

Recommended for this commission by Supervisor John Haschak. Former math teacher for 18 years and school district Director of Business Services for 10 years.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☒ I Agree *

Profile

Rebecca

First Name

Montes

Last Name

Full/Legal Name (if different than name provided above)

Rebecca Anne Montes-Donovan

Email Address

Primary Phone

Alternate Phone

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)**Are you currently registered to vote at the Street Address you provided?**☒ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, *your application will not be processed.*

[Rebecca_Montes_Nomination.msg](#)Upload Alternate Proof of Residency or Request for
Residency Waiver**Which Boards would you like to apply for?**

Museum Advisory Board: Submitted

Which position, seat, or representational category would you prefer?

Mendocino College representative

Availability to Attend Meetings

- ☒ Night Meetings
☒ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I have held this position for many years.

[Rebecca_Montes_Nomination.msg](#)

Upload a Resume

[Rebecca_Montes_Nomination.msg](#)

Upload Additional Supporting Documents

[Rebecca_Montes_Nomination.msg](#)

Upload Additional Supporting Documents

[Rebecca_Montes_Nomination.msg](#)

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☒ I Agree *

Profile

Roy

First Name

Helsing

Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Alternate Phone

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

☐ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, your application will not be processed.

Upload Alternate Proof of Residency or Request for
Residency Waiver

Which Boards would you like to apply for?

Little River Airport Advisory Committee: Appointed

Which position, seat, or representational category would you prefer?

Availability to Attend Meetings

None Selected

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☐ I Agree *

Profile

Sally

First Name

Grigg

Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Alternate Phone

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

☐ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, your application will not be processed.

Upload Alternate Proof of Residency or Request for Residency Waiver**Which Boards would you like to apply for?**

Westport Municipal Advisory Council: Appointed

Which position, seat, or representational category would you prefer?

Availability to Attend Meetings

None Selected

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☐ I Agree *

Profile

Alison

Pernell

First Name

Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Alternate Phone

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

☐ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, your application will not be processed.

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Mendocino County Planning Commission: Reapplying

Which position, seat, or representational category would you prefer?

Commissioner, District 3

Availability to Attend Meetings

☒ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I have served as Planning Commissioner since 2017. I have a degree in City and Regional Planning from Cal Poly, San Luis Obispo and have been working in various planning fields for 19 years. My experience includes energy planning, land use and transportation planning, policy work, and community design. I have served on the Laytonville Area Municipal Advisory Council for 13 years and have advised Mendocino County on planning, health, safety and welfare issues in Laytonville. I have worked on planning projects in Round Valley and Willits. See my uploaded resume for additional details.

[Pernell-Resume.pdf](#)

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☒ I Agree *

Profile

Cindi

First Name

Wagner

Last Name

Full/Legal Name (if different than name provided above)

Cynthia Jo Wagner

Email Address

Primary Phone

Alternate Phone

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)**Are you currently registered to vote at the Street Address you provided?**☒ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, your application will not be processed.

Upload Alternate Proof of Residency or Request for Residency Waiver**Which Boards would you like to apply for?**

Mendocino County Business Improvement District Advisory Board: Submitted

Which position, seat, or representational category would you prefer?

At Large

Availability to Attend Meetings

- ☒ Night Meetings
☒ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I've been directing and operating a retreat center in Albion for the past 14 years. I oversee a staff of about 20 people covering a range of responsibilities and activities: office management, legalities, advertising/social media/website, customer relations, laundry services, building maintenance, grounds maintenance, events and many other areas that running a retreat center encompasses. Some areas of special expertise that I could bring into the mix could be editing skills, project management, human resource, and bringing creative solutions/ideas to challenging situations. I love being a team player and recognizing the gift sets of others in the mix. I'm interested in representing small lodging business and coastal distinctives.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Question applies to Mendocino County Tourism Commission,Mendocino County Business Improvement District Advisory Board

Do you operate or control any lodging rooms for which TOT is not collected, or are otherwise illegal?

No.

Question applies to Mendocino County Tourism Commission,Mendocino County Business Improvement District Advisory Board

Name of all Mendocino County lodging businesses you represented:

Lord's Land Retreat Center

Question applies to Mendocino County Tourism Commission,Mendocino County Business Improvement District Advisory Board

Number of rooms per named business:

We have 11 cabins that we are currently renting out and another 6 cabins we use for staff housing.

Question applies to Mendocino County Business Improvement District Advisory Board

Are you current on the collection and payment of Transient Occupancy Tax (TOT)?

Yes

Question applies to Mendocino County Business Improvement District Advisory Board

Have you or any representative of your business(es) served on the Board of Mendocino County Lodging Association (MCLA), Mendocino County Promotional Alliance (MCPA), or Visit Mendocino County (VMC)?

No

Question applies to Mendocino County Business Improvement District Advisory Board

If yes, what was the term of that service?

N/A

Question applies to Mendocino County Business Improvement District Advisory Board

The BID Advisory Board Bylaws and Rules of Procedure (adopted November 1, 2006) state that business shall be conducted from 1:00 – 3:30 p.m. Are you available to meet during that time period?

Yes

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☒ I Agree *

Profile

Bekkie

First Name

Emery

Last Name

Full/Legal Name (if different than name provided above)

Rebecca Emery

Email AddressPrimary PhoneAlternate PhoneStreet AddressSuite or AptCityStatePostal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?☒ Yes ☐ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, your application will not be processed.

Upload Alternate Proof of Residency or Request for
Residency Waiver

Which Boards would you like to apply for?

First 5 Mendocino: Submitted
Policy Council on Children and Youth (PCCY): Submitted
Emergency Medical Care Committee: Appointed

Which position, seat, or representational category would you prefer?

Seat 6 - Office of Emergency Services

Availability to Attend Meetings☒ Day Meetings

Availability to Attend Meetings (Other)

As needed

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

As the Social Services Director, I have been designated as the Shelter Response. I have led on-site shelter response since 2012 and have often represented shelter in the EOC for disasters since 2017. Additionally, I served as the EOC for two months before transitioning to the role of DOC Manager in response to the COVID-19 Pandemic response for Mendocino County. I held the role of DOC Manager for one year and worked with the Health Officers to lead the response and respond to community needs throughout the pandemic. Prior to my employment with Mendocino County I served as a 9-1-1 dispatcher for Ukiah Ambulance. Additionally, I have Twenty-four years in Social Services programs ranging through all aspects of the programs therein. This work has included guiding families through work programs, assisting with parenting techniques, facilitating family meetings and Family Empowerment Groups, as well as supporting families address and deal with significantly challenging situations. I have in-depth experience with families working with children that are not biologically related. As a community member, I coached cheerleading through the Ukiah Lions program for 8 years working with girls in the community ranging in age from 8 years up to 15. I have also raised two children and was guardian of a third in the Mendocino County community starting in Covelo and now in Ukiah, giving me a perspective of both rural areas of Mendocino County and in the more populated Ukiah area.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☒ I Agree *



Mendocino County Board of Supervisors Agenda Summary

Item #: 3C)

To: Board of Supervisors

From: Executive Office

Meeting Date: February 7, 2023

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Renewing its Declaration of a Local Emergency and Extending the Existence of a Local Emergency Due to Drought Conditions and Imminent Threat of Disaster in Mendocino County

Recommended Action/Motion:

Adopt Resolution renewing its declaration of a local emergency and extending the existence of a local emergency due to drought conditions and imminent threat of disaster in Mendocino County; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

The BOS received a presentation on April 12, 2021 about the current drought conditions. On April 20, 2021, the Board of Supervisors adopted a Resolution declaring a local emergency due to drought condition.

Summary of Request:

Mendocino County is in the midst of an historic drought with the water levels in our reservoirs and wells at extremely low levels. Subsequent to the Board's adoption of an initial declaration of a local emergency, Governor Gavin Newsom declared a state of emergency due to drought conditions in the Russian River watershed, and the State Water Resources Control Board has notified certain junior water rights holders of a need to limit water diversions in order to preserve drinking water availability.

Drought conditions continue to affect the County, and the Executive Office requests that the Board of Supervisors adopt this resolution renewing and extending the local emergency in the County due to drought conditions.

Alternative Action/Motion:

Provide direction to staff.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3c)

Fiscal Details:**source of funding:** N/A**current f/y cost:** N/A**annual recurring cost:** N/A**budget clarification:** N/A**budgeted in current f/y:** N/A**if no, please describe:****revenue agreement:** N/A**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

CEO Liaison: Executive Office**CEO Review:** Yes**CEO Comments:****FOR COB USE ONLY**

Executed By: Atlas Pearson, Senior Deputy Clerk**Date:** February 7, 2023**Final Status:** Adopted**Executed Item Type:** Resolution **Number:** 23-025

RESOLUTION NO. 23-025

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RENEWING ITS DECLARATION OF A LOCAL EMERGENCY AND EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS AND IMMINENT THREAT OF DISASTER IN MENDOCINO COUNTY

WHEREAS, Government Code section 8558 and Mendocino County Code section 7.04.030 provide that a local emergency means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property cause by conditions including drought; and

WHEREAS, Government Code section 8630 provides that a local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body; and

WHEREAS, on March 5, 2021, United States Department of Agriculture (“USDA”) Secretary Tom Vilsack designated 50 of California’s counties, including Mendocino County, as primary natural disaster areas due to a recent drought, which allows for farm operations to be eligible for certain assistance available through the USDA Farm Service Agency; and

WHEREAS, on April 20, 2021, by Resolution No. 21-051, the Mendocino County Board of Supervisors declared a local emergency due to drought conditions; and

WHEREAS, on April 21, 2021, Governor Gavin Newsom proclaimed a state of emergency in Mendocino and Sonoma Counties due to drought conditions in the Russian River Watershed; and

WHEREAS, on May 26, 2021, due to drought conditions in the Russian River Watershed, the State Water Resources Control Board notified over 900 junior water rights holders that there is not enough water in the watershed and that diversions must be reduced immediately to safeguard the community’s drinking water availability for the remainder of 2021, though no similar action has been taken to date in 2022; and

WHEREAS, on April 26, 2022, the USDA designated all 58 of California’s counties as primary natural disaster areas due to drought conditions; and

WHEREAS, rainfall totals for the 2021-2022 water year are lower than average throughout Mendocino County, including in Ukiah, which has received only 55.6% of its average rainfall, and in Fort Bragg, which has received only 79% of its average rainfall, as of June 3, 2022; and

WHEREAS, information available from Sonoma Water regarding the water levels of Lake Pillsbury and Lake Mendocino show that both reservoirs have water levels drastically below target storage levels, with Lake Pillsbury at 57,650 acre-feet (69.8% of the target water supply curve) as of May 28, 2022, and Lake Mendocino at 50,009 acre-feet (56.8% of the target water supply curve) as of June 2, 2022; and

WHEREAS, the reservoir capacities of Lake Pillsbury and Lake Mendocino are far below that of the 2013/2014 drought year; and

WHEREAS, Ukiah Valley vintners and farmers depend on water from Lake Mendocino for frost protection and watering of livestock, and, given the critically low levels of Lake Mendocino, water supply for these purposes is short, placing the local economy in a state of dire emergency if water runs out; and

WHEREAS, the entire economy of Mendocino County is placed in great jeopardy because of the current water shortage due to its dependence on Lake Mendocino and Russian River water allocations, and must act proactively to prevent an imminent disaster; and

WHEREAS, the adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in Mendocino County; and

WHEREAS, pursuant to Mendocino County Code section 7.10.060, the provisions of Chapter 7.10 – Emergency Water Conservation were reinstated upon the declaration of the drought emergency; and

WHEREAS, Government Code section 8630 requires that the Board of Supervisors review, at least every sixty days, the need for continuing the local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors declares as follows:

1. Conditions of extreme peril to the safety of persons and property continue within Mendocino County due to drought conditions.
2. As a consequence of said conditions and pursuant to Government Code section 8630 a local emergency continues to exist throughout Mendocino County as a result of the drought conditions.
3. During this local emergency the powers, functions and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by State law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

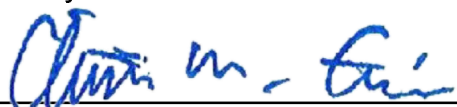
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board



Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel





GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board



Deputy

RESOLUTION NO. 23-025

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RENEWING ITS DECLARATION OF A LOCAL EMERGENCY AND EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS AND IMMINENT THREAT OF DISASTER IN MENDOCINO COUNTY

WHEREAS, Government Code section 8558 and Mendocino County Code section 7.04.030 provide that a local emergency means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property cause by conditions including drought; and

WHEREAS, Government Code section 8630 provides that a local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body; and

WHEREAS, on March 5, 2021, United States Department of Agriculture (“USDA”) Secretary Tom Vilsack designated 50 of California’s counties, including Mendocino County, as primary natural disaster areas due to a recent drought, which allows for farm operations to be eligible for certain assistance available through the USDA Farm Service Agency; and

WHEREAS, on April 20, 2021, by Resolution No. 21-051, the Mendocino County Board of Supervisors declared a local emergency due to drought conditions; and

WHEREAS, on April 21, 2021, Governor Gavin Newsom proclaimed a state of emergency in Mendocino and Sonoma Counties due to drought conditions in the Russian River Watershed; and

WHEREAS, on May 26, 2021, due to drought conditions in the Russian River Watershed, the State Water Resources Control Board notified over 900 junior water rights holders that there is not enough water in the watershed and that diversions must be reduced immediately to safeguard the community’s drinking water availability for the remainder of 2021, though no similar action has been taken to date in 2022; and

WHEREAS, on April 26, 2022, the USDA designated all 58 of California’s counties as primary natural disaster areas due to drought conditions; and

WHEREAS, rainfall totals for the 2021-2022 water year are lower than average throughout Mendocino County, including in Ukiah, which has received only 55.6% of its average rainfall, and in Fort Bragg, which has received only 79% of its average rainfall, as of June 3, 2022; and

WHEREAS, information available from Sonoma Water regarding the water levels of Lake Pillsbury and Lake Mendocino show that both reservoirs have water levels drastically below target storage levels, with Lake Pillsbury at 57,650 acre-feet (69.8% of the target water supply curve) as of May 28, 2022, and Lake Mendocino at 50,009 acre-feet (56.8% of the target water supply curve) as of June 2, 2022; and

WHEREAS, the reservoir capacities of Lake Pillsbury and Lake Mendocino are far below that of the 2013/2014 drought year; and

WHEREAS, Ukiah Valley vintners and farmers depend on water from Lake Mendocino for frost protection and watering of livestock, and, given the critically low levels of Lake Mendocino, water supply for these purposes is short, placing the local economy in a state of dire emergency if water runs out; and

WHEREAS, the entire economy of Mendocino County is placed in great jeopardy because of the current water shortage due to its dependence on Lake Mendocino and Russian River water allocations, and must act proactively to prevent an imminent disaster; and

WHEREAS, the adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in Mendocino County; and

WHEREAS, pursuant to Mendocino County Code section 7.10.060, the provisions of Chapter 7.10 – Emergency Water Conservation were reinstated upon the declaration of the drought emergency; and

WHEREAS, Government Code section 8630 requires that the Board of Supervisors review, at least every sixty days, the need for continuing the local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors declares as follows:

1. Conditions of extreme peril to the safety of persons and property continue within Mendocino County due to drought conditions.
2. As a consequence of said conditions and pursuant to Government Code section 8630 a local emergency continues to exist throughout Mendocino County as a result of the drought conditions.
3. During this local emergency the powers, functions and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by State law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy

RESOLUTION NO. 23-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RENEWING ITS DECLARATION OF A LOCAL EMERGENCY AND EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS AND IMMINENT THREAT OF DISASTER IN MENDOCINO COUNTY

WHEREAS, Government Code section 8558 and Mendocino County Code section 7.04.030 provide that a local emergency means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property cause by conditions including drought; and

WHEREAS, Government Code section 8630 provides that a local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body; and

WHEREAS, on March 5, 2021, United States Department of Agriculture (“USDA”) Secretary Tom Vilsack designated 50 of California’s counties, including Mendocino County, as primary natural disaster areas due to a recent drought, which allows for farm operations to be eligible for certain assistance available through the USDA Farm Service Agency; and

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WHEREAS, on April 21, 2021, Governor Gavin Newsom proclaimed a state of emergency in Mendocino and Sonoma Counties due to drought conditions in the Russian River Watershed; and

WHEREAS, on May 26, 2021, due to drought conditions in the Russian River Watershed, the State Water Resources Control Board notified over 900 junior water rights holders that there is not enough water in the watershed and that diversions must be reduced immediately to safeguard the community’s drinking water availability for the remainder of 2021, though no similar action has been taken to date in 2022; and

WHEREAS, on April 26, 2022, the USDA designated all 58 of California’s counties as primary natural disaster areas due to drought conditions; and

WHEREAS, rainfall totals for the 2021-2022 water year are lower than average throughout Mendocino County, including in Ukiah, which has received only 55.6% of its average rainfall, and in Fort Bragg, which has received only 79% of its average rainfall, as of June 3, 2022; and

WHEREAS, information available from Sonoma Water regarding the water levels of Lake Pillsbury and Lake Mendocino show that both reservoirs have water levels drastically below target storage levels, with Lake Pillsbury at 57,650 acre-feet (69.8% of the target water supply curve) as of May 28, 2022, and Lake Mendocino at 50,009 acre-feet (56.8% of the target water supply curve) as of June 2, 2022; and

WHEREAS, the reservoir capacities of Lake Pillsbury and Lake Mendocino are far below that of the 2013/2014 drought year; and

WHEREAS, Ukiah Valley vintners and farmers depend on water from Lake Mendocino for frost protection and watering of livestock, and, given the critically low levels of Lake Mendocino, water supply for these purposes is short, placing the local economy in a state of dire emergency if water runs out; and

WHEREAS, the entire economy of Mendocino County is placed in great jeopardy because of the current water shortage due to its dependence on Lake Mendocino and Russian River water allocations, and must act proactively to prevent an imminent disaster; and

WHEREAS, the adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in Mendocino County; and

WHEREAS, pursuant to Mendocino County Code section 7.10.060, the provisions of Chapter 7.10 – Emergency Water Conservation were reinstated upon the declaration of the drought emergency; and

WHEREAS, Government Code section 8630 requires that the Board of Supervisors review, at least every sixty days, the need for continuing the local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors declares as follows:

1. Conditions of extreme peril to the safety of persons and property continue within Mendocino County due to drought conditions.
2. As a consequence of said conditions and pursuant to Government Code section 8630 a local emergency continues to exist throughout Mendocino County as a result of the drought conditions.
3. During this local emergency the powers, functions and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by State law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.

The foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3d)

To: Board of Supervisors

From: Executive Office

Meeting Date: February 7, 2023

Department Contact: Darcie Antle

Phone: 463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Tree Mortality

Recommended Action/Motion:

Adopt Resolution renewing a declaration of a Local Emergency related to Tree Mortality; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On November 1, 2022, the Board of Supervisors Adopted Resolution 22-218 proclaiming a declaration of legal emergency related to tree mortality.

Summary of Request:

There are alarming amounts of dead and dying trees. This problem has accelerated due to the nearby fires and drought conditions in recent years. Neighboring counties such as Lake and Napa have already made these declarations. Sonoma County Board of Supervisors is considering a declaration of emergency. The regional approach to this dangerous condition will allow us to work with state and federal agencies in applying for increased funding and resources to confront the problem.

Alternative Action/Motion:

Take no action at this time.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: n/a

budgeted in current f/y: N/A

Item #: 3d)

current f/y cost: n/a

annual recurring cost: n/a

budget clarification: n/a

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Adopted

Executed Item Type: Resolution Number: 23-026



RESOLUTION NO. 23-026

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY

WHEREAS, the University of California Agriculture and Natural Resources (UCANR) conducted investigation and found that many of the common conifer species throughout Mendocino County are experiencing bark beetle decline and mortality, including Douglas fir, grey pine, sugar pine as well as species found on the Mendocino Coast; and

WHEREAS, Sudden Oak Death was first reported in 1995 in central coastal California and is reported by USDA as widespread in coastal California; and

WHEREAS, UCANR has observed ponderosa pine mortality from northern Mendocino to northern Napa—signaling the early stages of western pine beetle outbreak; and

WHEREAS, Bishop pine forests along the coast of Mendocino are experiencing significant declines due to a multitude of issues (e.g. change in land-use, absence of fire as a disturbance, native and invasive insects and diseases); and

WHEREAS, invasive species are an ever increasing concern and can have considerable ecological impacts on forestlands; and

WHEREAS, persistent and severe drought conditions in the past few years are worsening already widespread forest health issues and resulting in new insect and disease outbreaks; and

WHEREAS, this unprecedented tree mortality will dramatically increase the risk of large wildfires, diminish air quality, and result in increased mortality rates for wildfire; and

WHEREAS, removal of dead and dying trees is necessary to public health and safety, protect and maintain watersheds and wildlife habitat, protect and restore forest resiliency, and protect the continued economic development through tourism and the creation of jobs; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence of a local emergency when the County is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, on November 1, 2022, the Board of Supervisors proclaimed the existence of a local emergency due to tree mortality, finding that conditions of extreme peril to the safety of persons and property presently exist in Mendocino County, caused by widespread and rapidly increasing incidence of tree mortality, and the magnitude of this tree mortality represents a threat that is beyond the capacity of County resources such that assistance is required from both State and Federal agencies; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions and the breadth of the peril in the County and its residents face continue to exist; and

WHEREAS, Government Code section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the governing body terminates the local emergency; and

WHEREAS, Mendocino County Code section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review.

NOW, THEREFORE BE IT RESOLVED that the Mendocino County Board of Supervisors finds that a local emergency due to tree mortality continues to exist.

BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County shall be those prescribed by state and local law, County resolutions, and the County of Mendocino Emergency Operations Plans, as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors encourage any State and Federal funding to assist with replanting of trees and supporting healthy forests and watersheds, as appropriate.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby designate Darcie Antle, having the titles of the Chief Executive Officer and Director of Emergency Services, as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal Assistance.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None


WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board



Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel





GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board



Deputy

RESOLUTION NO. 23-026

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY

WHEREAS, the University of California Agriculture and Natural Resources (UCANR) conducted investigation and found that many of the common conifer species throughout Mendocino County are experiencing bark beetle decline and mortality, including Douglas fir, grey pine, sugar pine as well as species found on the Mendocino Coast; and

WHEREAS, Sudden Oak Death was first reported in 1995 in central coastal California and is reported by USDA as widespread in coastal California; and

WHEREAS, UCANR has observed ponderosa pine mortality from northern Mendocino to northern Napa—signaling the early stages of western pine beetle outbreak; and

WHEREAS, Bishop pine forests along the coast of Mendocino are experiencing significant declines due to a multitude of issues (e.g. change in land-use, absence of fire as a disturbance, native and invasive insects and diseases); and

WHEREAS, invasive species are an ever increasing concern and can have considerable ecological impacts on forestlands; and

WHEREAS, persistent and severe drought conditions in the past few years are worsening already widespread forest health issues and resulting in new insect and disease outbreaks; and

WHEREAS, this unprecedented tree mortality will dramatically increase the risk of large wildfires, diminish air quality, and result in increased mortality rates for wildfire; and

WHEREAS, removal of dead and dying trees is necessary to public health and safety, protect and maintain watersheds and wildlife habitat, protect and restore forest resiliency, and protect the continued economic development through tourism and the creation of jobs; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence of a local emergency when the County is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, on November 1, 2022, the Board of Supervisors proclaimed the existence of a local emergency due to tree mortality, finding that conditions of extreme peril to the safety of persons and property presently exist in Mendocino County, caused by widespread and rapidly increasing incidence of tree mortality, and the magnitude of this tree mortality represents a threat that is beyond the capacity of County resources such that assistance is required from both State and Federal agencies; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions and the breadth of the peril in the County and its residents face continue to exist; and

WHEREAS, Government Code section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the governing body terminates the local emergency; and

WHEREAS, Mendocino County Code section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review.

NOW, THEREFORE BE IT RESOLVED that the Mendocino County Board of Supervisors finds that a local emergency due to tree mortality continues to exist.

BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County shall be those prescribed by state and local law, County resolutions, and the County of Mendocino Emergency Operations Plans, as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors encourage any State and Federal funding to assist with replanting of trees and supporting healthy forests and watersheds, as appropriate.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby designate Darcie Antle, having the titles of the Chief Executive Officer and Director of Emergency Services, as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal Assistance.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy

RESOLUTION NO. 23-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY

WHEREAS, the University of California Agriculture and Natural Resources (UCANR) conducted investigation and found that many of the common conifer species throughout Mendocino County are experiencing bark beetle decline and mortality, including Douglas fir, grey pine, sugar pine as well as species found on the Mendocino Coast; and

WHEREAS, Sudden Oak Death was first reported in 1995 in central coastal California and is reported by USDA as widespread in coastal California; and

WHEREAS, UCANR has observed ponderosa pine mortality from northern Mendocino to northern Napa—signaling the early stages of western pine beetle outbreak; and

WHEREAS, Bishop pine forests along the coast of Mendocino are experiencing significant declines due to a multitude of issues (e.g. change in land-use, absence of fire as a disturbance, native and invasive insects and diseases); and

WHEREAS, invasive species are an ever increasing concern and can have considerable ecological impacts on forestlands; and

WHEREAS, persistent and severe drought conditions in the past few years are worsening already widespread forest health issues and resulting in new insect and disease outbreaks; and

WHEREAS, this unprecedented tree mortality will dramatically increase the risk of large wildfires, diminish air quality, and result in increased mortality rates for wildfire; and

WHEREAS, removal of dead and dying trees is necessary to public health and safety, protect and maintain watersheds and wildlife habitat, protect and restore forest resiliency, and protect the continued economic development through tourism and the creation of jobs; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence of a local emergency when the County is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, on November 1, 2022, the Board of Supervisors proclaimed the existence of a local emergency due to tree mortality, finding that conditions of extreme peril to the safety of persons and property presently exist in Mendocino County, caused by widespread and rapidly increasing incidence of tree mortality, and the magnitude of this tree mortality represents a threat that is beyond the capacity of County resources such that assistance is required from both State and Federal agencies; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions and the breadth of the peril in the County and its residents face continue to exist; and

WHEREAS, Government Code section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the governing body terminates the local emergency; and

WHEREAS, Mendocino County Code section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review.

NOW, THEREFORE BE IT RESOLVED that the Mendocino County Board of Supervisors finds that a local emergency due to tree mortality continues to exist.

BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County shall be those prescribed by state and local law, County resolutions, and the County of Mendocino Emergency Operations Plans, as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors encourage any State and Federal funding to assist with replanting of trees and supporting healthy forests and watersheds, as appropriate.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby designate Darcie Antle, having the titles of the Chief Executive Officer and Director of Emergency Services, as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal Assistance.

The foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3e)

To: Board of Supervisors

From: Executive Office

Meeting Date: February 7, 2023

Department Contact: Tim Hallman

Phone: 707-463-4441

Department Contact: Stella Bratsis

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization for the Transfer of Funds in the Amount of \$197,954.43 from the Miscellaneous Trust to Disburse Funds to the Probation Department in the Amount of \$184,814.23 and to the Public Defender in the Amount of \$13,140.20, per AB 1869 Fee Backfill Allocation FY 2021-22

Recommended Action/Motion:

Authorize transfer of funds in the amount of \$197,954.43 from the Miscellaneous Trust to disburse funds to the Probation Department in the amount of \$184,814.23 and to the Public Defender in the amount of \$13,140.20, per AB 1869 Fee Backfill Allocation FY 2021-22.

Previous Board/Board Committee Actions:

N/A

Summary of Request:

AB 1869 Fee Backfill Allocation from the State of California issued an allocation in the amount of \$197,954.23 for loss of revenue to the Probation Department, the Sheriff's Office, and the Public Defender.

Alternative Action/Motion:

Provide direction to staff.

Does This Item Support the General Plan? N/A

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: State of California

budgeted in current f/y: N/A

Item #: 3e)

current f/y cost: \$197,954.43
annual recurring cost: N/A
budget clarification: N/A

if no, please describe:
revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: N/A

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status:Approved

Date: February 7, 2023



PROBATION FINES/FEES REVENUE HISTORY

FY15-16 TO FY19-20

<u>REVENUE TYPE</u>	<u>ACTUAL FY19-20</u>	<u>ACTUAL FY18-19</u>	<u>ACTUAL FY17-18</u>	<u>ACTUAL FY16-17</u>	<u>ACTUAL FY15-16</u>	<u>ACTUAL FY20-21</u>
<u>PROBATION</u>						
CITE PROCESSING	\$ 193	\$ 306	\$ 192	\$ 278	\$ 147	\$ 31
ADULT PROBATION SUPERVISION	\$ 251,371	\$ 280,019	\$ 275,515	\$ 207,549	\$ 185,883	\$ 183,346
ADULT PROBATION DIVERSION	\$ 8,310	\$ 12,017	\$ 15,563	\$ 11,979	\$ 12,202	\$ 2,904
ADULT PROBATION PRE-SENTENCING	\$ 63,637	\$ 62,688	\$ 72,723	\$ 60,645	\$ 49,453	\$ 37,295
WORK FURLOUGH	\$ 110	\$ 2,138	\$ 619	\$ 2,067	\$ 4,030	\$ -
COLLECTIONS	\$ 8,225	\$ 6,650	\$ 8,351	\$ 6,415	\$ 7,272	\$ 4,105
1203.9/INTERSTATE COMPACT FEE	\$ 680	\$ 1,419	\$ 1,625	\$ 2,125	\$ 1,875	\$ 136
PROBATION TOTAL	\$ 332,526	\$ 365,237	\$ 374,588	\$ 291,058	\$ 260,862	\$ 227,817

<u>SHERIFF'S OFFICE</u>						
WORK FURLOUGH	\$ 22,570	\$ 22,450	\$ 17,426	\$ 20,985	\$ 21,790	\$ 21,960
SHERIFF'S OFFICE TOTAL	\$ 22,570	\$ 22,450	\$ 17,426	\$ 20,985	\$ 21,790	\$ 21,960

<u>PUBLIC DEFENDER</u>						
LEGAL SERVICES REIMBURSEMENT	\$ 27,757	\$ 24,959	\$ 26,040	\$ 19,649	\$ 24,561	\$ 20,000
PUBLIC DEFENDER TOTAL	\$ 27,757	\$ 24,959	\$ 26,040	\$ 19,649	\$ 24,561	\$ 20,000
* 2020-21 Est.						
COMBINED TOTAL	\$ 382,853	\$ 412,646	\$ 418,054	\$ 331,692	\$ 307,213	\$ 269,777

<u>PERCENTAGE OF REVENUE</u>						
PROBATION	86.85%	88.51%	89.60%	87.75%	84.91%	84.45%
SHERIFF'S OFFICE	5.90%	5.44%	4.17%	6.33%	7.09%	8.14%
PUBLIC DEFENDER	7.25%	6.05%	6.23%	5.92%	7.99%	7.41%

3-YEAR AVERAGE (FY17-18 thru FY19-20)

PROBATION	88.36%	\$ 357,450.33
SHERIFF'S OFFICE	5.15%	\$ 20,815.33
PUBLIC DEFENDER	6.49%	\$ 26,252.00
	100.00%	

5-YEAR AVERAGE (FY15-16 thru FY19-20) & RECOMMENDED APPORTIONMENT FY 21-22 & FORWARD

PROBATION	87.68%	\$ 324,854.20
SHERIFF'S OFFICE	5.68%	\$ 21,044.20
PUBLIC DEFENDER	6.64%	\$ 24,593.20
	100.00%	

RECOMMENDED ALLOCATION OF FEE BACK-FILL IN THE AMOUNT OF \$197,954.43 FOR FY 2021-22

PROBATION	\$ 173,570.27
SHERIFF'S OFFICE	\$ 11,243.96 *
PUBLIC DEFENDER	\$ 13,140.20
TOTAL	\$ 197,954.43

* The Sheriff's Office elected not to partake in fee backfill allocation due to onerous reporting requirements.

Note: Other fees that were eliminated included cost of counsel which would have affected the Alternate Defender office. In reviewing final budget figures as represented in the County budget book, no fees were shown as being received for the fiscal years indicated.

Code References for AB 1869 Backfill for Lost Fees Below:

PC §987.5 & §987.8: These are Public Defender fees per the budget book.

Both PC §4024.2(e) & PC§6266: These are Jail fees.

GC §29550.2: This is a Jail fee.

PC §1203.018(j): This would be a Jail fee.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3f)

To: Board of Supervisors

From: Air Quality Management District

Meeting Date: February 7, 2023

Department Contact: Darcie Antle

Phone: 707-463-4441

Department Contact: Steve Dunncliff

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Memorandum of Understanding (MOU) with Lake County Air Quality Management District, for Interim Air Pollution Control Officer Services, with a Term from January 31, 2023, through July 31, 2023, with a Total Cost of Up to \$28,284

Recommended Action/Motion:

Approve retroactive MOU with Lake County Air Quality Management District for Interim Air Pollution Control Officer services, with a term from January 31, 2023, through July 31, 2023, with a total cost of up to \$28,284; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On 1/25/22, the Board established an ad hoc committee related to the Air Quality Management District. On 2/1/22, the Board approved a similar MOU with Lake AQMD with a term that expires 7/31/22. The Board approved a new MOU on 7/12/22, with modifications approved on 9/13/22, with a term ending January 31, 2023.

Summary of Request:

The Mendocino County Air Quality Management District's (MCAQMD) Air Pollution Control Officer (APCO) retired. Staff, including the Interim APCO, worked with the Board's AQMD ad hoc and Human Resources to review and revise position classifications within the MCAQMD. The intent of that effort was to better align titles and responsibilities with industry standards; make the MCAQMD a more resilient organization, and better delineate career ladders. With the exception of the APCO role, budgeted vacancies have been filled and new staff are being trained. Recruitments remain open for permanent a permanent APCO or Deputy APCO, but an interim solution to fill the APCO responsibility remains necessary for the work of the District to continue. The Lake County Air Quality Management District APCO is willing and able to continue assisting the Mendocino County AQMD on an interim basis. This MOU has an increased hourly rate to ensure all of the Interim APCO's weighted expenses are being captured and reimbursed. The MOU is retroactive due to the time needed to update the related terms.

Alternative Action/Motion:

Provide direction to staff.

Item #: 3f)

Does This Item Support the General Plan? N/A

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: www.mendocair.org

Fiscal Details:

source of funding: AQMD Budget

current f/y cost: \$55,684 in FY 22-23

annual recurring cost: N/A

budgeted in current f/y: No

if no, please describe:

revenue agreement: No

budget clarification: The expense of this new MOU was not specifically budgeted in the current fiscal year, but salary savings are available to offset the cost. The MOU covering the prior six months had a total value of \$27,400.

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved

Executed Item Type: Interim Agreement

Number: *23-019



MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT AND THE
LAKE COUNTY AIR QUALITY MANAGEMENT DISTRICT
FOR INTERIM AIR POLLUTION CONTROL OFFICER SERVICES

This Memorandum of Understanding ("MOU") is between the Mendocino County Air Quality Management District, an air quality management district formed pursuant to California Health and Safety Code section 40000 *et seq.*, ("Mendocino") and the Lake County Air Quality Management District, an air quality management district formed pursuant to California Health and Safety Code section 40000 *et seq.* ("Lake").

WHEREAS, MENDOCINO, by and through its Air Quality Management District, desires to retain the services of LAKE for the purpose of the functions of Interim Air Pollution Control Officer; and

WHEREAS, such work involves the performance of professional, expert and technical services for a specified period; and

WHEREAS, MENDOCINO has no employees available to perform such services and is unable to hire employees for the performance thereof for the period specified herein.

NOW THEREFORE, the parties mutually agree as follows:

1. Scope of Services:

LAKE agrees to provide MENDOCINO the services of an Interim Air Pollution Control Officer, for the purpose of carrying out the duties and obligations as specified in Health and Safety Code sections 40751 through 40753, sufficient to meet the requirements of the California Air Resources Board, to the extent that such services are not capable of being performed by employees of MENDOCINO. Such services may be provided personally by the LAKE Air Pollution Control Officer. Examples of these services may include:

Permitting stationary sources;

Other issues at or arising from stationary sources, such as non-compliance and enforcement;

Prescribed and Open Burn program;

Grant program oversight;

Review and signature of official reports and grant programs;

Budget management;

Drafting and submitting District Board agenda items that may be needed by working with the Mendocino County CEO's Office, Mendocino County Counsel's Office and the Clerk of the Board;

Attend District roundtable staff meetings at least once a week;

Attend other meetings with Mendocino County Officials as needed.

LAKE shall devote the time reasonably necessary, not to exceed 10 hours per week, to perform services for MENDOCINO to the extent doing so does not conflict with the ability of the Air Pollution Control Officer of LAKE to perform his/her official functions and obligations for LAKE. (Additional hours may be requested by MENDOCINO for special projects or needs in addition to the 10 hours per week, but such a request would be subject to approval by the Lake County Air Management District Board of Directors; special projects must be approved in advance by the LAKE APCO.)

2. Compensation:

- A. MENDOCINO shall pay LAKE as compensation for the Interim Air Pollution Control Officer services an hourly rate of \$113.50, with an anticipated maximum of \$4,540 per month (this amount may be exceeded if LAKE provides additional services for special projects as outlined in #1 above), for each month any part of which the services described herein are provided. LAKE will provide MENDOCINO an invoice each month, which MENDOCINO will process expeditiously for payment. The total compensation payable to LAKE hereunder shall not exceed Twenty-Eight Thousand Two Hundred Eighty-Four Dollars (\$28,284) for the term of this MOU.
- B. When requested by MENDOCINO, LAKE may provide the Interim Air Pollution Control Officer services on-site in Mendocino County when possible. LAKE travel expenses shall be covered in the monthly flat rate specified under this Paragraph 2.A.

3. Term:

This MOU shall begin January 31, 2023, and shall remain in force until July 31, 2023.

4. Termination:

Either party may terminate this MOU without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination. In the event of any termination of this MOU, LAKE shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination.

5. Relationship of Parties:

MENDOCINO and LAKE are separate air quality management districts of the State of California. This MOU is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that LAKE shall not be entitled to any benefits to which MENDOCINO employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

6. Reports:

To the extent necessary, LAKE agrees to provide MENDOCINO with any and all reports that may be required by state and/or federal agencies as part of its duties under this MOU. If required, reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

7. Indemnification:

- A. Mutual Indemnity. Each Party shall indemnify, defend and hold harmless the other Party hereto and their officers, officials, employees, agents, and volunteers from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney's fees and other litigation costs, arising out of or in connection with the performance of its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other Party.

8. Insurance Coverage:

Without limiting the Parties' indemnification obligations provided for herein, each Party will maintain in force and effect, at its own expense, comprehensive general liability and property damage insurance, comprehensive automobile insurance, workers' compensation and professional liability insurance throughout the term of the MOU.

9. Dispute Resolution:

Disputes between MENDOCINO and LAKE in connection with any matter relating to the terms or provisions of this MOU shall first be considered jointly by the Chief Executive Officer of Mendocino County and the County Administrative Officer of Lake County.

Prior to taking any judicial action to interpret or enforce provisions of this MOU, the Parties agree to first submit the matter to a mediator, to be mutually agreed upon by the

Parties hereto, in concert with a representative of each Party. Each Party shall pay one half of the fee of the mutually agreed upon mediator.

However, pending resolution, the existence of any dispute (except for disputed charges for which notice was timely provided as required herein) will not absolve either Party of the responsibility for making timely payments for provided services nor will such disputes absolve either Party of the responsibility for timely performance of its agreed upon services to the other.

10. Record Retention and Inspection:

- A. Maintenance and Preservation of Records. LAKE agrees to timely prepare accurate and complete records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of either Party, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. Each Party hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies. Each Party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.

11. Monitoring:

LAKE agrees that MENDOCINO has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor LAKE's records, programs or procedures which relate to LAKE's performance under this MOU, at any time, in order to ensure compliance with the terms and conditions of this MOU.

12. Compliance with Applicable Laws and Licensure Requirements:

Each Party hereto agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this MOU. Both

Parties further agrees to comply with any and all applicable local, state and federal licensure and certification requirements at all times during the term of this MOU.

13. Jurisdiction and Venue:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California.

14. Non-Discrimination:

- A. Professional Services and Employment. In connection with the execution of this MOU, LAKE, and its subcontractors, shall not unlawfully discriminate in the provision of religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. LAKE further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 ; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations , all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2, of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

15. Provisions Required by Law:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

16. Reference to Laws and Rules:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

17. Waiver of Default:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by MENDOCINO constitute a waiver of any breach of this MOU or any default which may then exist on the part of LAKE. Nor shall such payment impair or prejudice any remedy available to MENDOCINO with respect to any breach or default. MENDOCINO shall have the right to demand repayment of, and LAKE shall promptly refund, any funds disbursed to LAKE, which, in the judgment of MENDOCINO, were not expended in accordance with the terms of this MOU.

18. Non-Liability of County Officials and Employees:

No official or employee of MENDOCINO or LAKE shall be personally liable for any default or liability under this MOU.

19. Standard of Practice:

LAKE warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. LAKE's duty is to exercise such care; skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

20. Subcontracts:

LAKE shall obtain prior written approval from MENDOCINO before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable provisions of this MOU. LAKE shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by MENDOCINO or not.

21. Survival:

The duties and obligations of the parties set forth in Section 4 - Termination, Section 10 - Record Retention and Inspection, and Section 7 - Indemnification shall survive the expiration or termination of this MOU.

22. Conflicting Terms or Conditions:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 31 of this MOU, paragraphs 1 through 31 of this MOU shall have priority.

23. Independent Construction:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

24. Severability:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

25. Notices:

All notices required to be given or payments required to be made pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

MENDOCINO:	Mendocino County Air Quality Management District Attn: Air Quality Administrative Coordinator 306 East Gobbi Street Ukiah, CA 95482
LAKE:	Lake County Air Quality Management District Attn: Douglas Gearhart 2617 South Main St. Lakeport, CA 95453

26. Amendment:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

27. MOU Shall Bind Successors:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

28. Interpretation:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

29. Force Majeure:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. Entire Agreement:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

31. Authority to Execute:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 01/26/2023

Budgeted: ☒ Yes ☐ No

Budget Unit: 0327

Line Item: 862189

Org/Object Code:

Grant: ☐ Yes ☒ No

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 01/26/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 01/26/2023

MENDOCINO COUNTY AIR QUALITY
MANAGEMENT DISTRICT

By: [Signature]
GLENN MCGOURTY, Chair
BOARD OF DIRECTORS

Date: 02/07/2023

ATTEST:

DARCIE ANTLE, ~~Interim~~ Clerk of said Board

By: [Signature]
Deputy 02/07/2023

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, ~~Interim~~ Clerk of said Board

By: [Signature]
Deputy 02/07/2023

Signatures Continued on Page 10

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Lake County Air Quality Management District
2617 S. Main St.
Lakeport, CA 95453

By signing, signatory warrants and represents that
he/she executed this Agreement in his/her
authorized capacity and that by his/her signature
on this Agreement, he/she or the entity upon
behalf of which he/she acted, executed this
Agreement

LAKE COUNTY AIR QUALITY MANAGEMENT
DISTRICT

By: _____
EDDIE CRANDELL, Chair
BOARD OF DIRECTORS

Date: _____

ATTEST:

Susan Parker, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

Susan Parker, Clerk of said Board


By: _____
Deputy

**MENDOCINO COUNTY AIR QUALITY
MANAGEMENT DISTRICT**

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

Date: **01/26/2023**

**LAKE COUNTY AIR QUALITY MANAGEMENT
DISTRICT**

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

ANITA L. GRANT,
County Counsel

By: _____
Deputy

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☒ EB# 22-50

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 3g)

To: Board of Supervisors

From: Auditor-Controller Treasurer-Tax Collector

Meeting Date: February 7, 2023

Department Contact: Chamise Cubbison

Phone: 707-234-6860

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Ordinance Delegating Authority to Invest or Reinvest the Funds of the County and its Other Depositors in the County Treasury to the Treasurer for Calendar Year 2023

Recommended Action/Motion:

Adopt ordinance delegating authority to invest or reinvest the funds of the County and its other depositors in the County Treasury to the Treasurer for calendar year 2023; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Ordinance is presented to the Board on an annual basis. Ordinance for calendar year 2022 was adopted on February 8, 2022. This ordinance was introduced and the first reading was waived on January 24, 2023.

Summary of Request:

Prior to being amended by the State Legislature, Government Code sections 27000 and 53607 allowed the Board of Supervisors to delegate the authority to invest or reinvest the funds of the county, and the funds of other depositors in the county treasury, until that authority was revoked by the Board. As a direct result of the Orange County investment issues and subsequent bankruptcy, legislative changes have mandated that the Board must annually delegate the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury. As a result of this legislation, it is necessary to adopt the attached ordinance for the calendar year 2023, amending section 5.130.010 adopted for the calendar year 2022, delegating this authority to the Treasurer.

Alternative Action/Motion:

Do not adopt and provide direction on investment of County funds.

Does This Item Support the General Plan? N/A

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3g)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: N/A

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Adopted

Executed Item Type: Ordinance **Number:** 4517



ORDINANCE NO. 4517

AMENDMENT OF MENDOCINO COUNTY CODE SECTION 5.130.010 DELEGATING
AUTHORITY TO INVEST TO COUNTY TREASURER FOR CALENDAR YEAR 2023

The Board of Supervisors of the County of Mendocino ordains as follows:

Section 5.130.010 is amended to read as follows:

Section 5.130.010 Delegation of Authority to Invest for Calendar Year 2023

"Pursuant to authority contained in Government Code section 27000.1 and 53607 the Board of Supervisors hereby delegates to the Treasurer the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury pursuant to Government Code sections 53600 to 53970 for calendar year 2023. Nothing in this section shall limit the Treasurer's authority pursuant to Government Code sections 53635 or 53684."

PASSED AND ADOPTED by the Board of Supervisors of the County of Mendocino, State of California, on this 7th day of February, 2023, by the following roll call vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board



Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel






GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board



Deputy

ORDINANCE NO. 4517

**AMENDMENT OF MENDOCINO COUNTY CODE SECTION 5.130.010 DELEGATING
AUTHORITY TO INVEST TO COUNTY TREASURER FOR CALENDAR YEAR 2023**

The Board of Supervisors of the County of Mendocino ordains as follows:

Section 5.130.010 is amended to read as follows:

Section 5.130.010 Delegation of Authority to Invest for Calendar Year 2023

"Pursuant to authority contained in Government Code section 27000.1 and 53607 the Board of Supervisors hereby delegates to the Treasurer the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury pursuant to Government Code sections 53600 to 53970 for calendar year 2023. Nothing in this section shall limit the Treasurer's authority pursuant to Government Code sections 53635 or 53684."

PASSED AND ADOPTED by the Board of Supervisors of the County of Mendocino, State of California, on this 7th day of February, 2023, by the following roll call vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy

SUMMARY

ORDINANCE AMENDING SECTION 5.130.010 OF THE MENDOCINO COUNTY CODE DELEGATING AUTHORITY TO INVEST TO COUNTY TREASURER FOR CALENDAR YEAR 2023

This ordinance amends Mendocino County Code Section 5.130.010 regarding the delegation of authority to invest County funds. It states that the Board of Supervisors delegates authority to the Treasurer to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury, for the calendar year 2023.



DATE: January 9, 2023
TO: Honorable Mendocino County Board of Supervisors
FROM: Chamise Cubbison, Auditor-Controller/Treasurer-Tax Collector
SUBJECT: Ordinance Delegating Treasurer Authority to Invest Funds

Background

Prior to being amended by the State Legislature, Government Code sections 27000 and 53607 allowed the Board of Supervisors to delegate the authority to invest or reinvest the funds of the county, and the funds of other depositors in the county treasury, until that authority was revoked by the Board of Supervisors.

As a direct result of the Orange County investment issues and subsequent bankruptcy, legislative changes have mandated that the Board of Supervisors must annually delegate the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury. As a result of this legislation, it is now necessary to adopt the attached ordinance delegating the authority to invest surplus funds of the county and other depositors in the County Treasury for calendar year 2023.

Recommendation

Adopt the attached ordinance delegating the authority to invest or reinvest the funds of the County, and the funds of other depositors, in the County Treasury for calendar year 2023. The investing and reinvesting of County funds will continue to be handled by the County Treasurer until the attached ordinance is adopted.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3h)

To: Board of Supervisors

From: Behavioral Health

Meeting Date: February 7, 2023

Department Contact: Jenine Miller, Psy.D.

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Consolidated Tribal Health Project in the Amount of \$107,000 to Provide Mental Health Services Act Funded Programs That Meet the Requirements of Prevention and Early Intervention and Community Services and Supports, Effective Upon Full Execution through June 30, 2023

Recommended Action/Motion:

Approve Agreement with Consolidated Tribal Health Project in the amount of \$107,000 to provide Mental Health Services Act funded programs that meet the requirements of Prevention and Early Intervention and Community Services and Supports, effective upon full execution through June 30, 2023; authorize Behavioral Health and Recovery Services Director or designee to sign any amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

BOS Agreement 21-143 with Consolidated Tribal Health \$107,000.00 approved July 13, 2021, Item 4(n).

Summary of Request:

Mental Health Services Act (MHSA), Community Services and Supports (CSS), and Prevention and Early Intervention (PEI) services augment the specialty mental health service array. CSS services aid individuals with serious mental illness to overcome barriers and connect to services. PEI services build protective factors and provide intervention early in the development of mental health symptoms or risk factors. These services are included in the MHSA Three-Year Program and Expenditure Plan. The proposed contract with Consolidated Tribal Health Project includes services in four PEI required categories: Early Intervention; Prevention; Outreach for Early Recognition of Mental Illness; and Access. Consolidated Tribal Health will also provide CSS programs such as Linkage Services, and culturally specific services.

Alternative Action/Motion:

Return to staff for alternative handling.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Item #: 3h)

vote requirement: Majority

Supplemental Information Available Online At:

<https://www.mendocinocounty.org/home/showpublisheddocument/48996/637794721124630000>

Fiscal Details:

source of funding: MHSA (MA CSS, MA PEI)

current f/y cost: \$107,000 (CSS \$32,000 & PEI \$75,000)

annual recurring cost: \$107,000

budget clarification: N/A

budgeted in current f/y: Yes
if no, please describe:

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved

Executed Item Type: Agreement **Number:** 23-020



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Consolidated Tribal Health Project**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Prevention and Early Intervention and Community Services and Support services per the Mental Health Services Act; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Business Associate Agreement
Attachment 1	Prevention and Early Intervention Regulations

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Seven Thousand Dollars (\$107,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jepine Miller, Psy.D., Behavioral Health
Director

Date: 1/9/23

Budgeted: ☒ Yes ☐ No

Budget Unit: 4051

Line Item: 862189

Org/Object Code: MACSS; MAPEI

Grant: ☐ Yes ☒ No

COUNTY OF MENDOCINO

By: [Signature]
GLENN MCGOURTY; Chair
BOARD OF SUPERVISORS

Date: 02/07/2023

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 02/07/2023

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 02/07/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 01/03/2023

CONTRACTOR/COMPANY NAME

By: [Signature]
Sonny Elliot, Board Chairman

Date: 1/4/23

NAME AND ADDRESS OF CONTRACTOR:

Consolidated Tribal Health Project
PO Box 387
Calpella, CA 95418
istewart@cthp.org
707-485-5115

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

01/03/2023
Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 01/03/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ MH-20-003 RFP, MH-20-004-RFP
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: nonprofit

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile Transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora St.
Ukiah, CA 95482
Attn: Jenine Miller

To CONTRACTOR: Consolidated Tribal Health Project
PO Box 387
Calpella, CA 95418
Attn: James Stewart

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **SANCTIONED EMPLOYEE:** CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

17. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement.

CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$107,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
21. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
22. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective

unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibit B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to

COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

34. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 20 (Termination) or (d) pursue any and all other remedies at law or in equity.
37. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
38. **CONTRACTOR NOTIFICATION OF BREACH OR IMPROPER DISCLOSURES:** The State Contract requires County to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). Contractor shall, immediately upon

discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by Contractor, notify County's Privacy Officer of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon County's knowledge of a material breach or violation by Contractor of the agreement between County and the Contractor, County shall:

- a. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate the agreement if the Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate the agreement if the Contractor has breached a material term of the agreement and cure is not possible.
- c. In the event that the State Contract requires County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

- I. CONTRACTOR shall provide services that meet the criteria for Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI), and that increase access and linkage to treatment. Services shall be provided in the client's home, CONTRACTOR's office, or community setting. CONTRACTOR shall provide the services with the intent of improving timely access to mental health services for underserved populations, specifically the Native American tribal community members in Mendocino County. CONTRACTOR shall:
 - A. Provide Early Intervention services through the Native American Community Connection.
 - B. Provide Prevention services through the Early Childhood Mental Health Program.
 - C. Provide Outreach and Early Recognition services through the Community Training and Supports Program.
 - D. Provide Access and Linkage services through the School-Aged PEI Program.
 - E. Provide outreach, engagement, and linkages to appropriate mental health services, targeting particularly Native American tribal community members.
 - F. Provide screening and assessment to determine mental health needs. Services may include telephone help lines and mobile response.
 - G. Provide linkages to connect children, adolescents, adults, and older adults with the first signs of mental illness, at risk of mental illness, or with severe mental illness to medically necessary care and treatment (including, but not limited to care provided by the COUNTY mental health programs) as early in the onset of mental illness as is practicable.
 - H. Provide referrals to therapeutic counseling, and to culturally specific treatment options as appropriate, including but not limited to: individual therapy, group therapy, traditional healing/spiritual interventions (including those that emphasize herbalist approaches), tele-psychiatry, Substance Use Disorder Treatment (SUDT) services, social services and supports, and Red Road.
 - I. Utilize bilingual and culturally proficient staff.
 - J. Develop brochures or marketing tools, in a format fit for public consumption, and provide the COUNTY at least fifty (50) copies.

- K. Provide services in a way that takes into account particular needs of the underserved Native American tribal community members, and that are designed to improve timely access to mental health services. This may include considerations such as, but not limited to, accessibility, transportation, hours available for service, cultural and language appropriateness, and culturally appropriate settings.
 - L. Develop and utilize approaches that reduce stigma, self-stigma and discrimination related to being diagnosed with a mental illness, having mental illness or seeking services for mental illness.
 - M. Attend and participate in MHSA Forums. CONTRACTOR may be asked to highlight program areas and will be expected to answer questions as needed for the benefit of the Forum participants and the public in general.
 - N. Utilize an evidence based evaluation tool and a client satisfaction survey, for each individual and/or family member served.
 - O. Summarize the target population including the participant's risk of a potentially serious mental illness, either based on individual risk or membership in a group.
 - P. Summarize the specific types of problems and needs that fit the criteria for this prevention program.
 - Q. Summarize the strategies used to reduce the negative impacts of untreated mental illness addressed by the prevention program.
 - R. Provide an explanation of the evaluation methodology including how and when outcomes are measured and how data is collected and analyzed. CONTRACTOR shall include specific strategies utilized for collection and evaluation that reflect cultural competence.
 - S. Provide a narrative description of how a typical member of the target population would ideally receive services through: Native American Community Connection (LCC), Early Childhood Mental Health Program, Community Training and Supports Program, and School-Aged PEI Program.
- II. CONTRACTOR shall provide the following MHSA Community Services and Supports (CSS); Dual Diagnosis Substance Use Disorder Treatment and Therapeutic services to Tribal Communities, CONTRACTOR shall:
- A. Provide a team of providers; including two (2) licensed clinical social workers, a certified substance abuse counselor and Red Road to Recovery personnel

(a program of Consolidated Tribal Health focused on Dual Diagnosis activities). The CONTRACTOR's team of providers will travel to the eight (8) reservations/Rancherias of the consortium tribes and the one (1) at-large (nonfederally recognized) tribe that is affiliated with Consolidated Tribal Health Project, Inc, (CTHP) in order to provide social services, linkage and engagement services, mental health services, and SUDT services. The eight (8) reservations are: Cahto Indian Tribe of the Laytonville Rancheria; Coyote Valley Band of Pomo Indians; Guidiville Rancheria; Hopland Band of Pomo Indians of the Hopland Rancheria; Pinoleville Pomo Nation; Potter Valley Tribe; Redwood Valley Rancheria of Pomo Indians; Sherwood Valley Rancheria of Pomo Indians. The one at large non-Federally recognized Tribe is Yokayo Provisional Council Tribe of Indians.

- B. Provide outreach and linkage to individuals and groups for mental health services, SUDT services and/or social services support for elders, adults, adolescents and children who reside on one (1) of the reservations/Rancherias noted in Item A (above).
- C. Provide a team of providers to work with CTHP Medical and Outreach departments by accompanying physicians, nurses, community health representatives or other appropriate personnel, to home visits in order to assess mental health, SUDT or social services needs and to establish and provide in-home services to such individuals as clinically indicated.
- D. Provide a team of providers to provide in-reach, outreach, engagement, and discharge planning services to adolescents incarcerated at the Mendocino County Juvenile Hall who are affiliated with one (1) of the eight (8) reservations or tribal groups and to adults incarcerated at the Mendocino County Jail who are affiliated with one (1) of the eight (8) reservations or tribal groups.
- E. Provide a team of providers to be available to make periodic home visits to Native American clientele who are in need of social services, mental health services, or SUDT services. This includes clients who live in Mendocino County and who do not live on a reservation/Rancheria who are homebound due to illness, injury, chronic conditions, or socio-economic hardship.
- F. Report the number of served clients quarterly for each type of service (Outreach and Engagement, mental health services, SUDT services, Social Services, in-reach to the Jail and Juvenile Hall, etc.). The report includes

unduplicated client demographic information including ages, gender, and ethnicity. Quarterly report deadlines are included on the report.

G. Provide a quarterly summary of services provided and the outcomes.

H. Provide representation on the Cultural Diversity Committee.

I. Collaborate with Mendocino County Behavioral Health and Recovery Services (BHRS) Mobile Outreach and Prevention Services Team, when applicable.

J. Attend MHSA forums in communities in which services are provided.

III. CONTRACTOR shall complete the following reports as outlined in MHSA PEI Regulations, California Code of Regulations (CCR), Title 9, sections 3200.245, 3200.246 of Article 2, sections 3510.010, 3560, 3560.010, and 3560.020 of Article 5, and Article 7. Authority Cited: Section 5846, Welfare and Institutions Code, Reference: Section 5892, Welfare and Institutions Code. (Attachment 1)

A. Annual Reports:

1. Funding Report: CONTRACTOR shall provide information on total funding sources, identifying the amount of funds received from Medi-Cal Federal Financial Participation, 1991 Realignment, Behavioral Health Subaccount, and any other funding source; funding report covering the twelve (12) month period of this contract is due July 31, 2023.
2. Annual Summation Report: CONTRACTOR will provide an annual summary of services provided for each program: Native American Community Connection (LCC), Early Childhood Mental Health Program, Community Training and Supports Program, School-Aged PEI Program and the CSS services; annual summation report covering the twelve (12) month period of this contract is due July 31, 2023, and is to include:
 - a) Summation of services provided, to whom (type of client), where the services took place, and how often services were provided.
 - b) A confidential list of client names to ensure unduplicated numbers.
 - c) Outcomes and indicators used by the program, what approaches were used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery. CONTRACTOR will state how often the data is collected and analyzed.

- d) An analysis of the strengths and challenges experienced by the CONTRACTOR in meeting prevention goals in the preceding year, which shall include a narrative of anecdotal information, with concrete examples, and/or quotes from participants, peer volunteers, and service providers that may be used to show effectiveness, and/or improve services.
 - e) Strategies used to avoid stigma among participants.
 - f) Strategies used to address cultural considerations.
 - g) A summary of any changes in the program from the beginning of the contract year to the end of the contract year.
- B. Twice Annual Reports: CONTRACTOR shall report the names of the staff conducting the MHSA Programs (Native American Community Connection (LCC), Early Childhood Mental Health Program, Community Training and Supports Program, School-Aged PEI Program and the CSS services), the fluent languages they speak, cultural proficiencies they have, and any cultural responsiveness training they have had during the reporting period. Reports are due within thirty (30) days of receiving the approved form from the COUNTY.
- C. Quarterly Program Reports: CONTRACTOR shall provide quarterly reports in accordance with PEI Regulations, CCR Section 3560.010. Quarterly Program Reports are due thirty (30) days following the last day of the quarter to which they pertain. CONTRACTOR shall submit a report for each MHSA program (Native American Community Connection (LCC), Early Childhood Mentally Health Program, Community Training and Supports Program, School-Aged PEI Program and the CSS services), and report on:
- 1. The number of unduplicated clients and/or family members served with demographic information including:
 - a) Age.
 - b) Race.
 - c) Ethnicity.
 - d) Gender assigned at birth.
 - e) Gender identity.
 - f) Primary language used in home.
 - g) Sexual orientation.
 - h) Veteran's status.

- i) Disability- which is not a result of severe mental illness, but includes physical, communication, health, or mental disability (including but not limited to a learning, or developmental disability).
 - j) The number of respondents who decline to answer any of the categories above.
- 2. The underserved population targeted for improvement of timely access to services.
- 3. Description of strategies employed to promote access for the underserved population.
- 4. Description of strategies utilized to avoid stigma.
- 5. Number of clients with Serious Mental Illness.
- 6. Total number of unduplicated clients referred for treatment or other services.
 - a) Indicate the type of treatment to which the individual was referred (specialty mental health services, prevention programs, early intervention programs, other programs or services).
- 7. Number of clients who followed through on referrals at least once.
- 8. Average interval between referral and participation to other services, and/or treatment, and the standard deviation.
- 9. Average duration of untreated mental illness measured by the interval between onset of symptoms (self-reported or family-reported) and engagement in treatment.
- 10. Description of strategies used to encourage access to services and follow through on referrals.
- 11. Summary of how the program reduced negative outcomes of mental illness.
- 12. Evidence Based Practices, Community Based Practice, or Promising Practice results, including:
 - a) What practice was used.
 - b) The outcomes of the practice used.
 - c) Standard deviation of outcomes.
 - d) Any trends in outcomes.
- 13. Client Satisfaction and/or other Survey Results which capture:

- a) Reduced time between referrals and connection to services.
- b) Reduced negative outcomes or prolonged suffering (which may include: suicide risk, incarceration, school failure, unemployment, homelessness, and removal of children from the home).
- c) Changes in attitudes, knowledge and/or behavior related to seeking mental health services.
- d) Impact of the program on community systems such as education, physical health care, social services, or other services.
- e) Other additional relevant indicators that are applicable to the program.

IV. CONTRACTOR agrees to require all its employees and subcontractors' employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to ensure that:

- A. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from Federal Government, shall be confidential and shall not be open to examination for any purposes not directly connected with the administration of such public social services.
- B. No person shall publish or disclose, or use or permit, or cause to be published, disclosed, or used any confidential information pertaining to an applicant or recipient.
- C. All of its employees, agents, subcontractors, and partners are informed of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

V. CONTRACTOR and subcontractors agree to provide a system that complies with the COUNTY's Issue Resolution policy and procedure through which recipients of service shall have an opportunity to express and have considered their views, issues, and concerns regarding the delivery of services.

VI. CONTRACTOR and all subcontractors shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions Code Section 15610. All employees, consultants, or agents performing services under this Agreement, who are required by Penal Code Section 11166 or Welfare and Institutions Code Sections 15630 and 15632 to report abuse or neglect, shall sign a statement that he or she knows of the reporting requirements and shall comply.

- VII. CONTRACTOR and all subcontractors in performing services under this Agreement shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, and all local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold harmless from any and all liability, fines, penalties, and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
- VIII. CONTRACTOR shall cooperate timely and fully with any utilization review committee established by COUNTY for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.
- IX. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in the Agreement.
- X. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any circumstances with Media, but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- XI. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by

COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

XII. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, Mendocino County State Mental Health Plan (MHP) contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, State and Federal laws, and other Mendocino COUNTY MHP contract requirements for client confidentiality and record security.

XIII. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will pay CONTRACTOR as per the following instructions:
 - A. COUNTY will reimburse CONTRACTOR for PEI services defined in the Definition of Services (Exhibit A) as follows:
 1. Not to exceed \$3,500 each month for the Native American Community Connection Program.
 2. Not to exceed \$500 each month for the Early Childhood Mental Health Program.
 3. Not to exceed \$1,000 each month for the Community Training and Supports Program.
 4. Not to exceed \$1,250 each month for the School-Aged PEI Program.
 - B. COUNTY will reimburse CONTRACTOR in an amount up to Two Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$2,666.66) each month for CSS services as defined in the Definition of Services (Exhibit A).
 - C. COUNTY must receive all reports within thirty (30) days following the period covered by the report, or as otherwise specified in Exhibit A.
 - D. Failure to submit correct and accurate reports to the COUNTY within the stated timeframes and as outlined in Exhibit A will delay the next payment to the CONTRACTOR.
 - E. CONTRACTOR shall invoice COUNTY on an approved invoice monthly. Invoice of services must be received by the tenth (10th) of the month for services rendered the previous month. Billing for services received after the tenth (10th) of the month will not be honored.
 - F. COUNTY has up to thirty (30) days to reimburse CONTRACTOR for correctly submitted invoices for services provided by CONTRACTOR.
 - G. Data reports or invoices submitted incorrectly, incompletely, or inaccurately will be rejected by the COUNTY within thirty (30) days. CONTRACTOR will have thirty (30) days from the rejected report/invoice to complete corrections or the invoice will not be paid without COUNTY BHRS Director approval.
 - H. Invoices submitted later than thirty (30) days following the period covered in the report must be submitted with a justification letter, and must be approved by COUNTY or will not be paid.

I. CONTRACTOR shall submit invoices and reports to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller cc: MHSA Coordinator

- II. Payments under this Agreement shall not exceed Seventy-five Thousand Dollars (\$75,000) for PEI services for the term of the Agreement.
- III. Payments under this Agreement shall not exceed Thirty-Two Thousand Dollars (\$32,000) for the CSS services for the term of the Agreement.
- IV. Payments under this agreement shall not exceed One Hundred Seven Thousand Dollars (\$107,000) for the entirety of the agreement.

MHSA Component	Program Name	Annual Total
CSS- Culturally specific services and outreach	Culturally specific behavioral health services	\$32,000
PEI-	Native American Community Connection	\$42,000
PEI-	Early Childhood Mental Health Program	\$6,000
PEI-	Community Training and Supports	\$12,000
PEI-	School Aged PEI	\$15,000
Total		\$107,000.00

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
Behavioral Health and Recovery Services
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **Consolidated Tribal Health Project**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 – Trafficking Victims Protection Act of 2000

21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women
22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

8/11/23
Date

1/4/23
CONTRACTOR Signature

PO Box 387 Calpella, CA 95418
Address of CONTRACTOR

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications 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 government 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/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Sonny Elliot
(Type Name)

Consolidated Tribal Health Project
(Organization Name)

Board Chairman
(Title)

PO Box 387
Calpella, CA 95418
(Organization Address)


(Signature)

1/4/23
(Date)

Addendum A

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective July 1, 2022 (the "Effective Date"), by and between **Consolidated Tribal Health Project** ("Business Associate/Qualified Service Organization") and **Mendocino County Behavioral Health and Recovery Services** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship ("Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a Business Associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate/Qualified Service Organization, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise

permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate/Qualified Service Organization, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer
1-866-791-9337

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI 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 PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate/Qualified Service Organization, Business Associate shall within two (2) days forward such request to Covered Entity.
13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate/Qualified Service Organization's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt

of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.

16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associate/Qualified Service Organizations or agents of Business Associate/Qualified Service Organization. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/Qualified Service Organization's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.

23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.


Consolidated Tribal Health Project

By: 

Name: Sonny Elliot

Title: Board Chairman

Mendocino County

By: 

Name: Jenine Miller, Psy.D.

Title: Behavioral Health Director

Prevention and Early Intervention Regulations
As of July 1, 2018

Title 9 California Code of Regulations, Division 1, Chapter 14 MHSA

Article 2. Definitions

Section 3200.245. Prevention and Early Intervention Component.

- (a) "Prevention and Early Intervention Component" means the section of the Three-Year Program and Expenditure Plan intended to prevent mental illnesses from becoming severe and disabling.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5847, Welfare and Institutions Code.

Section 3200.246. Prevention and Early Intervention Fund.

- (a) "Prevention and Early Intervention funds" means the Mental Health Services funds allocated for prevention and early intervention programs pursuant to Welfare and Institutions Code section 5892, subdivision (a)(3).

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5892, Welfare and Institutions Code.

Article 5. Reporting Requirements

Section 3510.010. Prevention and Early Intervention Annual Revenue and Expenditure Report.

- (a) As part of the Mental Health Services Act Annual Revenue and Expenditure Report the County shall report the following:
- (1) The total funding source dollar amounts expended during the reporting period, which is the previous fiscal year, on each Program funded with Prevention and Early Intervention funds by the following funding sources:
 - (A) Prevention and Early Intervention funds
 1. The County shall identify each Program funded with Prevention and Early Intervention funds as a Prevention Program, Early Intervention Program, Outreach for Increasing Recognition of Early Signs of Mental Illness Program, Stigma and Discrimination Reduction Program, Suicide Prevention Program, Access and Linkage to Treatment Program, or Program to Improve Timely Access to Services for Underserved Populations. If the Programs are combined, the County shall estimate the percentage of funds dedicated to each Program.
 - (B) Medi-Cal Federal Financial Participation
 - (C) 1991 Realignment
 - (D) Behavioral Health Subaccount

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- (E) Any other funding
- (2) The amount of funding expended for Prevention and Early Intervention Component Administration by the following funding sources:
 - (A) Prevention and Early Intervention funds
 - (B) Medi-Cal Federal Financial Participation
 - (C) 1991 Realignment
 - (D) Behavioral Health Subaccount
 - (E) Any other funding
- (3) The amount of funding expended for evaluation of the Prevention and Early Intervention Component by the following funding sources:
 - (A) Prevention and Early Intervention funds
 - (B) Medi-Cal Federal Financial Participation
 - (C) 1991 Realignment
 - (D) Behavioral Health Subaccount
 - (E) Any other funds
- (4) The amount of Prevention and Early Intervention funds voluntarily assigned by the County to California Mental Health Services Authority or any other organization in which counties are acting jointly.
- (b) The County shall within 30 days of submitting to the state the Mental Health Services Act Annual Revenue and Expenditure Report:
 - (1) Post a copy on the County's website; and
 - (2) Provide a copy to the County's Mental Health Board

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845, 5847, and 5899, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Section 3560. Prevention and Early Intervention Reporting Requirements.

- (a) The County shall submit to the Mental Health Services Oversight and Accountability Commission the following:
 - (1) The Annual Prevention and Early Intervention report as specified in Section 3560.010.
 - (2) The Three- Year Prevention and Early Intervention Evaluation Report as specified in Section 3560.020.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845(d)(6) and 5847, Welfare and Institutions Code.

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Section 3560.010. Annual Prevention and Early Intervention Report.

- (a) The requirements set forth in this section shall apply to the Annual Prevention and Early Intervention Report.
 - (1) The first Annual Prevention and Early Intervention Report is due to the Mental Health Services Oversight and Accountability Commission on or before December 30, 2017 as part of an Annual Update or Three-Year Program and Expenditure Plan. Each Annual Prevention and Early Intervention Report thereafter is due as part of an Annual Update or Three-Year Program and Expenditure Plan within 30 calendar days of Board of Supervisors approval but no later than June 30 of the same fiscal year whichever occurs first. The Annual Prevention and Early Intervention Report is not due in years in which a Three-Year Prevention and Early Intervention Evaluation Report is due.
 - (2) The Annual Prevention and Early Intervention Report shall report on the required data for the fiscal year prior to the due date. For example, the Report that is due no later than June 30, 2020 is to report the required data from fiscal year 2018-19 (i.e. July 1, 2018 through June 30, 2019).
 - (3) The County shall exclude from the Annual Prevention and Early Intervention Report personally identifiable information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing privacy and security regulations, the California Information Practices Act, and any other applicable state or federal privacy laws.
 - (A) When the County has excluded information pursuant subdivision (3) above, the County shall submit to the Mental Health Services Oversight and Accountability Commission one of the following:
 - 1. A supplemental Annual Prevention and Early Intervention Report that contains all of the information including the information that was excluded pursuant to subdivision (3). This supplemental report shall be marked "confidential."
 - 2. A supplement to the Annual Prevention and Early Intervention Report that contains the information that was excluded pursuant to subdivision (3). This supplement to the report shall be marked "confidential."
- (b) The County shall report the following information annually as part of the Annual Update or Three-Year Program and Expenditure Plan. The report shall include the following information for the reporting period:
 - (1) For each Prevention Program and each Early Intervention Program list:
 - (A) The Program name.
 - (B) Unduplicated numbers of individuals served in the preceding fiscal year
 - 1. If a Program served both individuals at risk of a mental illness (Prevention) and individuals with early onset of a mental illness (Early Intervention), the County shall report numbers served separately for each category.
 - 2. If a Program served families the County shall report the number of individual family members served.

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- (2) For each Outreach for Increasing Recognition of Early Signs of Mental Illness Program or Strategy within a Program, the County shall report:
- (A) The Program name
 - (B) The number of potential responders
 - (C) The setting(s) in which the potential responders were engaged
 - 1. Settings providing opportunities to identify early signs of mental illness include, but are not limited to, family resource centers, senior centers, schools, cultural organizations, churches, faith-based organizations, primary health care, recreation centers, libraries, public transit facilities, support groups, law enforcement departments, residences, shelters, and clinics.
 - (D) The type(s) of potential responders engaged in each setting (e.g. nurses, principals, parents)
- (3) For each Access and Linkage to Treatment Strategy or Program the County shall report:
- (A) The Program name
 - (B) Number of individuals with serious mental illness referred to
 - 1. Treatment that is provided, funded administered, or overseen by county mental health programs, and the kind of treatment to which the individual was referred.
 - 2. Treatment that is not provided, funded, administered, or overseen by county mental health, and the kind of treatment to which the individual was referred.
 - (C) For referrals to treatment that are provided, funded, administered, or overseen by county mental health, the number of individuals who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which they were referred.
 - (D) For referrals to treatment that are provided, funded, administered, or overseen by county mental health, the average duration of untreated mental illness as defined in Section 3750, subdivision (f)(3)(A) and standard deviation.
 - (E) For referrals to treatment that are provide, funded, administered, or overseen by county mental health, the average interval between the referral and participation in treatment, defined as participating at least once in the treatment to which referred, and standard deviation.
 - (F) "Referral" as used in this subdivision means the process by which an individual is given a recommendation in writing to one or more specific service providers for a higher level of care and treatment. Distributing a list of community resources to an individual does not constitute a referral under this subdivision.
- (4) For each Improve Timely Access to Services for Underserved Populations Strategy or Program the County shall report:
- (A) The program name
 - (B) Identify the specific underserved populations for whom the County intended to increase timely access to services.

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- (C) Number of referrals of members of underserved populations to a Prevention Program, an Early Intervention Program and/or to treatment beyond early onset.
 - (D) Number of individuals who followed through on the referral, defined as the number of individuals who participated at least once in the Program to which they were referred.
 - (E) Average interval between referral and participation in services to which referred, defined as participating at least once in the service to which referred, and standard deviation.
 - (F) Description of ways the County encouraged access to services and follow-through on referrals
 - (G) "Referral" as used in this subdivision means the process by which a member of an underserved population is given a recommendation in writing to one or more specific service providers for a Prevention Program, an Early Intervention Program and/or a program providing treatment beyond early onset. Distributing a list of community resources to an individual does not constitute a referral under this subdivision.
- (5) For the information reported under subdivisions (1) through (4) of this section, disaggregate numbers served, number of potential responders engaged, and number of referrals for treatment and other services by:
- (A) The following age groups:
 - 1. 0-15 (children/youth)
 - 2. 16-25 (transition age youth)
 - 3. 26-59 (adult)
 - 4. ages 60+ (older adults)
 - 5. Number of respondents who declined to answer the question
 - (B) Race by the following categories:
 - 1. American Indian or Alaska Native
 - 2. Asian
 - 3. Black or African American
 - 4. Native Hawaiian or other Pacific Islander
 - 5. White
 - 6. Other
 - 7. More than one race
 - 8. Number of respondents who declined to answer the question
 - (C) Ethnicity by the following categories:
 - 1. Hispanic or Latino as follows
 - a. Caribbean
 - b. Central American
 - c. Mexican/Mexican-American/Chicano
 - d. Puerto Rican
 - e. South American
 - f. Other
 - g. Number of respondents who declined to answer the question
 - 2. Non-Hispanic or Non-Latino as follows
 - a. African

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- b. Asian Indian/South Asian
 - c. Cambodian
 - d. Chinese
 - e. Eastern European
 - f. European
 - g. Filipino
 - h. Japanese
 - i. Korean
 - j. Middle Eastern
 - k. Vietnamese
 - l. Other
 - m. Number of respondents who declined to answer the question
3. More than one ethnicity
4. Number of respondents who declined to answer the question
- (D) Primary language used listed by threshold languages for the individual county
- (E) Sexual orientation,
- 1. Gay or Lesbian
 - 2. Heterosexual or Straight
 - 3. Bisexual
 - 4. Questioning or unsure of sexual orientation
 - 5. Queer
 - 6. Another sexual orientation
 - 7. Number of respondents who declined to answer the question
- (F) Disability, defined as a physical or mental impairment or medical condition lasting at least six months that substantially limits a major life activity, which is not the result of a severe mental illness
- 1. Yes, report the number that apply in each domain of disability(ies)
 - a. Communication domain separately by each of the following
 - (i) Difficulty seeing,
 - (ii) Difficulty hearing, or having speech understood
 - (iii) Other (specify)
 - b. Mental domain not including a mental illness (including but not limited to a learning disability, developmental disability, dementia)
 - c. Physical/mobility domain
 - d. Chronic health condition (including, but not limited to, chronic pain)
 - e. Other (specify)
 - 2. No
 - 3. Number of respondents who declined to answer the question
- (G) Veteran status,
- 1. Yes
 - 2. No

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3. Number of respondents who declined to answer the question
- (H) Gender
1. Assigned sex at birth:
 - a. Male
 - b. Female
 - c. Number of respondents who declined to answer the question
 2. Current gender identity:
 - a. Male
 - b. Female
 - c. Transgender
 - d. Genderqueer
 - e. Questioning or unsure of gender identity
 - f. Another gender identity
 - g. Number of respondents who declined to answer the question
- (6) Any other data the County considers relevant, for example, data for additional demographic groups that are particularly prevalent in the County, at elevated risk of or with high rates of mental illness, unserved or underserved, and/or the focus of one or more Prevention and Early Intervention funded services.
- (7) For Stigma and Discrimination Reduction Programs and Suicide Prevention Programs, the County may report available numbers of individuals reached, including demographic breakdowns. An example would be the number of individuals who received training and education or who clicked on a web site.
- (8) For all programs and Strategies, the County may report implementation challenges, successes, lessons learned, and relevant examples.
- (c) For a program serving children or youth younger than 18 years of age, the demographic information required under subdivision (b)(5) of this section relating to children or youth younger than 18 years of age shall be collected and reported only to the extent permissible by California Education Code, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), California Information Practices Act, and other applicable state and federal privacy laws.
- (d) Except for sexual orientation, current gender identity, and veteran status, a county shall collect the demographic information required under subdivision (b)(5) of this section from a minor younger than 12 years of age. Information that cannot be obtained directly from the minor may be obtained from the minor's parent, legal guardian, or other authorized source.
- (e) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may report the demographic information required under subdivision (b)(5) of this section for the County's entire Prevention and Early Intervention Component instead of by each Program or Strategy.

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NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845(d)(6), and 5847, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Section 3560.020. Three-Year Prevention and Early Intervention Evaluation Report.

- (a) The County shall submit the Three-Year Prevention and Early Intervention Evaluation Report to the Mental Health Services Oversight and Accountability Commission every three years as part of a Three-Year Program and Expenditure Plan or Annual Update. The Three-Year Prevention and Early Intervention Evaluation Report answers questions about the impacts of Prevention and Early Intervention Component Programs on individuals with risk or early onset of serious mental illness and on the mental health and related systems.
- (1) The first Three-Year Prevention and Early Intervention Evaluation Report is due to the Mental Health Services Oversight and Accountability Commission as part of a Three-Year Program and Expenditure Plan or Annual Update within 30 calendar days of Board of Supervisors approval but no later than June 30, 2019 whichever occurs first. The first Three-Year Prevention and Early Intervention Evaluation Report shall report the required evaluations from fiscal year 2017-2018 and from fiscal year 2016-2017 if available. Each subsequent Three-Year Prevention and Early Intervention Evaluation Report shall be due within 30 calendar days of Board of Supervisors approval but no later than June 30th every third year thereafter whichever occurs first, as part of a Three-Year Program and Expenditure Plan or Annual Update and shall report on the evaluation(s) for the three prior fiscal years.
- (2) The County shall exclude from the Three-Year Prevention and Early Intervention Evaluation Report personally identifiable information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing privacy and security regulations, the California Information Practices Act, and any other applicable state or federal privacy laws.
- (A) When the County has excluded information pursuant subdivision (2) above, the County shall submit to the Mental Health Services Oversight and Accountability Commission one of the following:
1. A supplemental Three-Year Prevention and Early Intervention Evaluation Report that contains all of the information including the information that was excluded pursuant to subdivision (2). This supplemental report shall be marked "confidential."
 2. A supplement to the Three-Year Prevention and Early Intervention Evaluation Report that contains the information that was excluded pursuant to subdivision (2). This supplement to the report shall be marked "confidential."
- (b) The Three-Year Prevention and Early Intervention Evaluation Report shall describe the evaluation of each Prevention and Early Intervention Component Program and two Strategies: Access and Linkage to Treatment and Improving Timely Access to Services for Underserved Populations. The Report shall include the following:

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- (1) The name of each Program for which the county is reporting
 - (2) The outcomes and indicators selected for each Prevention, Early Intervention, Stigma and Discrimination Reduction, or Suicide Prevention Program
 - (3) The approaches used to select the outcomes and indicators, collect data, and determine results for the evaluation of each Program and the Access and Linkage to Treatment and Improving Timely Access to Services for Underserved Populations Strategies
 - (4) How often the data were collected for the evaluation of each Program and for the Access and Linkage to Treatment and Improving Timely Access to Services for Underserved Populations Strategies
- (c) The Three-Year Prevention and Early Intervention Evaluation Report shall provide results and analysis of results for all required evaluations set forth in Section 3750 for the three fiscal years prior to the due date.
- (d) The County may also include in the Three-Year Prevention and Early Intervention Evaluation Report any additional evaluation data on selected outcomes and indicators, including evaluation results related to the impact of Prevention and Early Intervention Component Programs on mental health and related systems.
- (e) The County shall include the same information for the previous fiscal year that otherwise would be reported in the Annual Prevention and Early Intervention Report in response to requirements specified in 3560.010(b).
- (f) The County may report any other available evaluation results in the County's Annual Updates.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5845(d)(6), and 5847, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Article 7. Prevention and Early Intervention

Section 3700. Rule of General Application.

- (a) The use of Prevention and Early Intervention funds shall be governed by the provisions specified in this Article and Articles 1 through 5, unless otherwise specified.

Section 3701. Definitions.

- (a) "Prevention and Early Intervention regulations" means sections 3200.245 and 3200.246 of Article 2, sections 3510.010, 3560, 3560.010, and 3560.020 of Article 5, and Article 7.
- (b) "Program" as used in the Prevention and Early Intervention regulations means a stand-alone organized and planned work, action or approach that evidence indicates is likely to bring about positive mental health outcomes either for individuals and families with or at risk of serious mental illness or for the mental health system.

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- (c) "Strategy" as used in the Prevention and Early Intervention regulations means a planned and specified method within a Program intended to achieve a defined goal.
- (d) "Mental illness" and "mental disorder" as used in the Prevention and Early Intervention regulations means, a syndrome characterized by clinically significant disturbance in an individual's cognition, emotion regulation, or behavior that reflects a dysfunction in the psychological or biological processes underlying mental functioning. Mental illness is usually associated with significant distress or disability in social, occupational, or other important activities. An expected or culturally approved response to a common stressor or loss, such as the death of a loved one, is not a mental illness. Socially variant behavior (e.g. political, religious, or sexual) and conflicts that are primarily between the individual and society are not mental illness unless the variance or conflict results from a dysfunction in the individual, as described above.
- (e) "Serious mental illness," "serious mental disorder" and "severe mental illness" as used in the Prevention and Early Intervention regulations means, a mental illness that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. These mental illnesses include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders.
- (f) The definition in subdivision (d) is applicable to serious emotional disturbance for individuals under the age of 18, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the individual's age according to expected developmental norms.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5600.3, 5840, Welfare and Institutions Code.

Section 3705. Prevention and Early Intervention Component General Requirements.

- (a) The County shall include in its Prevention and Early Intervention Component:
 - (1) At least one Early Intervention Program as defined in Section 3710.
 - (2) At least one Outreach for Increasing Recognition of Early Signs of Mental Illness Program as defined in Section 3715.
 - (3) At least one Prevention Program as defined in Section 3720
 - (A) Small counties may opt out of the requirement to have at least one Prevention Program if:
 - 1. The Small County obtains a resolution from the Board of Supervisors that the County cannot meet this requirement.
 - (B) A Small County that opts out of the requirement in (a)(3) above shall include in its Three-year Program and Expenditure Plan and/or Annual Update documentation describing the rationale for the County's decision and how the County ensured meaningful stakeholder involvement in the decision to opt out.

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- (4) At least one Access and Linkage to Treatment Program as defined in Section 3726
 - (A) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may opt out of the requirement to have at least one Access and Linkage to Treatment Program if:
 - 1. The County obtains a resolution from the Board of Supervisors that the County cannot meet this requirement.
 - (B) A County that opts out of the requirement in (a)(4) above shall include in its Three-year Program and Expenditure Plan and/or Annual Update documentation describing the rationale for the County's decision and how the County ensured meaningful stakeholder involvement in the decision to opt out.
- (5) At least one Stigma and Discrimination Reduction Program as defined in Section 3725
- (6) The Strategies defined in Section 3735.
- (b) The County may include in its Prevention and Early Intervention Component:
 - (1) One or more Suicide Prevention Programs as defined in Section 3730.
- (c) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may satisfy the requirements in subdivisions (a)(1) through (a)(5) of this Section by combining and/or integrating the Early Intervention Program, the Outreach for Increasing Recognition of Early Signs of Mental Illness Program, the Prevention Program, the Access and Linkage to Treatment Program, and the Stigma and Discrimination Reduction Program.
 - (1) A county that utilizes this provision shall not also opt-out of the requirement to have at least one Prevention Program under subdivision (a)(3) or of the requirement to have at least one Access and Linkage to Treatment Program under subdivision (a)(4).

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3706. General Requirements for Services.

- (a) The County shall serve all ages in one or more Programs of the Prevention and Early Intervention Component.
- (b) At least 51 percent of the Prevention and Early Intervention Fund shall be used to serve individuals who are 25 years old or younger.
- (c) Programs that serve parents, caregivers, or family members with the goal of addressing MHSA outcomes for children or youth at risk of or with early onset of a mental illness can be counted as meeting the requirements in (a) and (b) above.
- (d) A Small County may opt out of the requirements in (a) and/or (b) above if:
 - (1) The Small County obtains a declaration from the Board of Supervisors that the County cannot meet the requirements because of specified local conditions.
- (e) A Small County that opts out of the requirements in (a) and/or (b) shall include in its Three-year Program and Expenditure Plan and/or Annual Update documentation describing the rationale for the County's decision and how the County ensured meaningful stakeholder involvement in the decision to opt out.

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NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5847, and 5848, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Section 3710. Early Intervention Program.

- (a) The County shall offer at least one Early Intervention Program as defined in this section.
- (b) "Early Intervention Program" means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness.
- (c) Early Intervention Program services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.
 - (1) For purpose of this section, "serious mental illness or emotional disturbance with psychotic features" means, schizophrenia spectrum and other psychotic disorders including schizophrenia, other psychotic disorders, disorders with psychotic features, and schizotypal (personality) disorder). These disorders include abnormalities in one or more of the following five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia), and negative symptoms.
- (d) Early Intervention Program services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable.
- (e) The County may combine an Early Intervention Program with a Prevention Program, as long as the requirements in Section 3710 and Section 3720 are met
- (f) The County shall include all of the Strategies in each Early Intervention Program as referenced in Section 3735

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3715. Outreach for Increasing Recognition of Early Signs of Mental Illness.

- (a) The County shall offer at least one Outreach for Increasing Recognition of Early Signs of Mental Illness Program as defined in this section.
- (b) "Outreach" is a process of engaging, encouraging, educating, and/or training, and learning from potential responders about ways to recognize and respond effectively to early signs of potentially severe and disabling mental illness.
- (c) "Potential responders" include, but are not limited to, families, employers, primary health care providers, visiting nurses, school personnel, community service providers, peer providers, cultural brokers, law enforcement personnel, emergency medical service providers, people who provide

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services to individuals who are homeless, family law practitioners such as mediators, child protective services, leaders of faith-based organizations, and others in a position to identify early signs of potentially severe and disabling mental illness, provide support, and/or refer individuals who need treatment or other mental health services.

- (d) Outreach for Increasing Recognition of Early Signs of Mental Illness may include reaching out to individuals with signs and symptoms of a mental illness, so they can recognize and respond to their own symptoms.
- (e) In addition to offering the required Outreach for Increasing Recognition of Early Signs of Mental Illness Program, the County may also offer Outreach for Increasing Recognition of Early Signs of Mental Illness as a Strategy within a Prevention Program, a Strategy within an Early Intervention Program, a Strategy within another Program funded by Prevention and Early Intervention funds, or a combination thereof.
- (f) An Outreach for Increasing Recognition of Early Signs of Mental Illness Program may be provided through other Mental Health Services Act components as long as it meets all of the requirements in this section.
- (g) The County shall include all of the Strategies in each Outreach for Increasing Recognition of Early Signs of Mental Illness Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3720. Prevention Program.

- (a) The County shall offer at least one Prevention Program as defined in this section.
- (b) "Prevention Program" means a set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this Program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.
- (c) "Risk factors for mental illness" means conditions or experiences that are associated with a greater than average risk of developing a potentially serious mental illness. Risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic, and environmental.
 - (1) Examples of risk factors include, but are not limited to, a serious chronic medical condition, adverse childhood experiences, experience of severe trauma, ongoing stress, exposure to drugs or toxins including in the womb, poverty, family conflict or domestic violence, experiences of racism and social inequality, prolonged isolation, traumatic loss (e.g. complicated, multiple, prolonged, severe), having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness.

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- (d) Prevention Program services may include relapse prevention for individuals in recovery from a serious mental illness.
- (e) Prevention Programs may include universal prevention if there is evidence to suggest that the universal prevention is an effective method for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average.
- (f) The County may combine an Early Intervention Program with a Prevention Program, as long as the requirements in Section 3710 and Section 3720 are met.
- (g) The County shall include all of the Strategies in each Prevention Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3725. Stigma and Discrimination Reduction Program.

- (a) The County shall offer at least one Stigma and Discrimination Reduction Program as defined in this section.
- (b) "Stigma and Discrimination Reduction Program" means the County's direct activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.
 - (1) Examples of Stigma and Discrimination Reduction Programs include, but are not limited to, social marketing campaigns, speakers' bureaus and other direct-contact approaches, targeted education and training, anti-stigma advocacy, web-based campaigns, efforts to combat multiple stigmas that have been shown to discourage individuals from seeking mental health services, and efforts to encourage self-acceptance for individuals with a mental illness.
 - (2) Stigma and Discrimination Reduction Programs shall include approaches that are culturally congruent with the values of the populations for whom changes in attitudes, knowledge, and behavior are intended.
- (c) The County shall include all of the Strategies in each Stigma and Discrimination Reduction Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3726. Access and Linkage to Treatment Program.

- (a) The County shall offer at least one Access and Linkage to Treatment Program as defined in this section.
- (b) "Access and Linkage to Treatment Program" means a set of related activities to connect children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3,

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as early in the onset of these conditions as practicable, to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs.

- (1) Examples of Access and Linkage to Treatment Programs, include but are not limited to, Programs with a primary focus on screening, assessment, referral, telephone help lines, and mobile response.
- (c) In addition to offering the required Access and Linkage to Treatment Program, the County is also required to offer Access and Linkage to Treatment as a Strategy within all Prevention and Early Intervention Programs.
- (d) The County shall include all of the Strategies in each Access and Linkage to Treatment Program as referenced in Section 3735.
- (e) An Access and Linkage to Treatment Program may be provided through other Mental Health Services Act components as long as it meets all of the requirements in this section.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5600.3 and 5840, Welfare and Institutions Code.

Section 3730. Suicide Prevention Programs.

- (a) The County may offer one or more Suicide Prevention Programs as defined in this section.
- (b) Suicide Prevention Programs means organized activities that the County undertakes to prevent suicide as a consequence of mental illness. This category of Programs does not focus on or have intended outcomes for specific individuals at risk of or with serious mental illness.
 - (1) Suicide prevention activities that aim to reduce suicidality for specific individuals at risk of or with early onset of a potentially serious mental illness can be a focus of a Prevention Program pursuant to Section 3720 or a focus of an Early Intervention Program pursuant to Section 3710.
- (d) Suicide Prevention Programs pursuant to this section include, but are not limited to, public and targeted information campaigns, suicide prevention networks, capacity building programs, culturally specific approaches, survivor-informed models, screening programs, suicide prevention hotlines or web-based suicide prevention resources, and training and education.
- (e) The County shall include all of the Strategies in each Suicide Prevention Program as referenced in Section 3735.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3735. Prevention and Early Intervention Strategies.

- (a) The County shall include all of the following Strategies as part of each Program listed in Sections 3710 through 3730 of Article 7:
 - (1) Be designed and implemented to help create Access and Linkage to Treatment.
 - (A) "Access and Linkage to Treatment" means connecting children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the

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onset of these conditions as practicable, to medically necessary care and treatment, including but not limited to care provided by county mental health programs.

- (2) Be designed, implemented, and promoted in ways that Improve Timely Access to Mental Health Services for Individuals and/or Families from Underserved Populations.
 - (A) "Improving Timely Access to Services for Underserved Populations" means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.
 - (B) Services shall be provide in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.
 - (C) In addition to offering the required Improve Timely Access to Services for Underserved Populations Strategy, the County may also offer Improve Timely Access to Services for Underserved Populations as a Program.
- (3) Be designed, implemented, and promoted using Strategies that are Non-Stigmatizing and Non-Discriminatory
 - (A) "Strategies that are Non-Stigmatizing and Non-Discriminatory" means promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.
 - (B) Non-Stigmatizing and Non-Discriminatory approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness, and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming of family members; and employment of peers in a range of roles.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

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Section 3740. Effective Methods.

- (a) For each Program and each Strategy in Article 7, the County shall use effective methods likely to bring about intended outcomes, based on one of the following standards, or a combination of the following standards:
 - (1) Evidence-based practice standard: Evidence-based practice means activities for which there is scientific evidence consistently showing improved mental health outcomes for the intended population, including, but not limited to, scientific peer-reviewed research using randomized clinical trials.
 - (2) Promising practice standard: Promising practice means Programs and activities for which there is research demonstrating effectiveness, including strong quantitative and qualitative data showing positive outcomes, but the research does not meet the standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes.
 - (3) Community and or practice-based evidence standard: Community and or practice-based evidence means a set of practices that communities have used and determined to yield positive results by community consensus over time, which may or may not have been measured empirically. Community and or practice-defined evidence takes a number of factors into consideration, including worldview, historical, and social contexts of a given population or community, which are culturally rooted.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Section 5840, Welfare and Institutions Code.

Section 3745. Changed Program.

- (a) If the County determines a need to make a substantial change to a Program or Strategy described in the County's most recent Three-Year Program and Expenditure Plan or Annual Update that was adopted by the local county board of supervisors as referenced in Welfare and Institutions Code Section 5847, the County shall ensure that stakeholders contributed meaningfully to the planning process that resulted in the decision to make the change.
- (b) "Substantial change" as used in this section means, change(s) to the essential elements of a Program or Strategy or change(s) to the intended outcomes or target population.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5848, Welfare and Institutions Code.

Section 3750. Prevention and Early Intervention Component Evaluation.

- (a) For each Early Intervention Program the County shall evaluate the reduction of prolonged suffering as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including

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mental, emotional, and relational functioning. The County shall select, define, and measure appropriate indicators that are applicable to the Program.

- (b) For each Prevention Program the County shall measure the reduction of prolonged suffering as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning. The County shall select, define, and measure appropriate indicators that are applicable to the Program.
- (c) For each Early Intervention and each Prevention Program that the County designates as intended to reduce any of the other Mental Health Services Act negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness, the County shall select, define, and measure appropriate indicators that the County selects that are applicable to the Program.
- (d) For each Stigma and Discrimination Reduction Program referenced in Section 3725, the County shall select and use a validated method to measure one or more of the following:
 - (1) Changes in attitudes, knowledge, and/or behavior related to mental illness that are applicable to the specific Program.
 - (2) Changes in attitudes, knowledge, and/or behavior related to seeking mental health services that are applicable to the specific Program.
- (e) If the County chooses to offer a Suicide Prevention Program referenced in Section 3730, the County shall select and use a validated method to measure changes in attitudes, knowledge, and/or behavior regarding suicide related to mental illness that are applicable to the specific Program.
- (f) For each Strategy or Program to provide Access and Linkage to Treatment the County shall track:
 - (1) Number of referrals as defined in subdivision (b)(3)(F) of section 3560.010 to treatment, and kind of treatment to which person was referred.
 - (2) Number of persons who followed through on the referral as defined in subdivision (b)(3)(F) of section 3560.010 and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred.
 - (A) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.
 - (3) Duration of untreated mental illness.
 - (A) Duration of untreated mental illness shall be measured for persons who are referred as defined in subdivision (b)(3)(F) of section 3560.010 to treatment and who have not previously received treatment as follows:
 - 1. The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred.

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- (B) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.
- (4) The interval between the referral as defined in subdivision (b)(3)(F) of section 3560.010 and engagement in treatment, defined as participating at least once in the treatment to which referred
 - (A) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.
- (g) For each Strategy or Program to Improve Timely Access to Services for Underserved Populations the County shall measure:
 - (1) Number of referrals as defined in subdivision (b)(4)(G) of section 3560.010 of members of underserved populations to a Prevention Program, an Early Intervention Program, and/or treatment beyond early onset.
 - (2) Number of persons who followed through on the referral as defined in subdivision (b)(4)(G) of section 3560.010 and engaged in services, defined as the number of individuals who participated at least once in the Program to which the person was referred.
 - (A) The County may use a methodologically sound random sampling method to satisfy this requirement. The sample must be statistically generalizable to the larger population and representative of all relevant demographic groups included in the larger population.
 - (3) Timeliness of care.
 - (A) Timeliness of care for individuals from underserved populations with a mental illness is measured by the interval between referral as defined in subdivision (b)(4)(G) of section 3560.010 and engagement in services, defined as participating at least once in the service to which referred.
- (h) The County shall design the evaluations to be culturally competent and shall include the perspective of diverse people with lived experience of mental illness, including their family members, as applicable.
- (i) In addition, to the required evaluations listed in this section, the County may also, as relevant and applicable, define and measure the impact of Programs funded by Prevention and Early Intervention funds on the mental health and related systems, including, but not limited to education, physical healthcare, law enforcement and justice, social services, homeless shelters and other services, and community supports specific to age, racial, ethnic, and cultural groups. Examples of system outcomes include, but are not limited to, increased provision of services by ethnic and cultural community organizations, hours of operation, integration of services including co-location, involvement of clients and families in key decisions, identification and response to co-occurring substance-use disorders, staff knowledge and application of recovery principles, collaboration with diverse community partners, or funds leveraged.

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- (j) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, is exempt from the evaluation requirements in this section for one year from the effective date of this section.
- (k) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, electing to follow subdivision (c) of section 3705 may satisfy the requirements of subdivisions (a) through (g) of this section by selecting, defining, and measuring appropriate indicators that the County selects to evaluate the negative outcomes referenced in Welfare and Institutions Code section 5840, subdivision (d), identified in the County's Three-year Program and Expenditure Plan and/or Annual Update pursuant to subdivision (o)(3) of section 3755.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5847, Welfare and Institutions Code; Uncodified Sections 2 and 3 of Proposition 63, the Mental Health Services Act.

Section 3755. Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update.

- (a) The requirements set forth in this section shall apply to the Annual Update due for the fiscal year 2016-17 and each Annual Update and/or Three-Year Program and Expenditure Plan thereafter.
- (b) The Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan or Annual Update shall include the following general information:
 - (1) A description of how the County ensured that staff and stakeholders involved in the Community Program Planning process required by Title 9 California Code of Regulations, Section 3300, were informed about and understood the purpose and requirements of the Prevention and Early Intervention Component.
 - (2) A description of the County's plan to involve community stakeholders meaningfully in all phases of the Prevention and Early Intervention Component of the Mental Health Services Act, including program planning and implementation, monitoring, quality improvement, evaluation, and budget allocations.
 - (3) A brief description, with specific examples of how each Program and/or Strategy funded by Prevention and Early Intervention funds will reflect and be consistent with all applicable Mental Health Services Act General Standards set forth in Title 9 California Code of Regulations, Section 3320.
- (c) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Early Intervention Program as defined in Section 3710 including, but not limited to:
 - (1) The Program name
 - (2) Identification of the target population for the specific Program including:
 - (A) Demographics relevant to the intended target population for the specific Program, including, but not limited to, age, race/ethnicity, gender or gender identity, primary language used, military status, and sexual orientation.

Prevention and Early Intervention Regulations
As of July 1, 2018

- (B) The mental illness or illnesses for which there is early onset.
- (C) Brief description of how each participant's early onset of a potentially serious mental illness will be determined.
- (3) Identification of the type(s) of problem(s) and need(s) for which the Program will be directed and the activities to be included in the Program that are intended to bring about mental health and related functional outcomes including reduction of the negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) for individuals with early onset of potentially serious mental illness.
- (4) The Mental Health Services Act negative outcomes as a consequence of untreated mental illness referenced in Welfare and Institutions Code Section 5840, subdivision (d) that the Program is expected to affect, including the reduction of prolonged suffering as a consequence of untreated mental illness, as defined in Section 3750, subdivision (a).
 - (A) List the mental health indicators that the County will use to measure reduction of prolonged suffering as referenced in Section 3750, subdivision (a).
 - (B) For any other specified Mental Health Services Act negative outcome as a consequence of untreated mental illness, as referenced in Section 3750, subdivision (c), list the indicators that the County will use to measure the intended reductions.
 - (C) Explain the evaluation methodology, including, how and when outcomes will be measured, how data will be collected and analyzed, and how the evaluation will reflect cultural competence.
- (5) Specify how the Early Intervention Program is likely to reduce the relevant Mental Health Services Act negative outcomes as referenced in Welfare and Institutions Code Section 5840, subdivision (d) by providing the following information:
 - (A) If the County used the evidence-based standard or promising practice standard to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), provide a brief description of or reference to the relevant evidence applicable to the specific intended outcome, explain how the practice's effectiveness has been demonstrated for the intended population, and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.
 - (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes for the intended population(s) and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.
- (d) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of the Prevention Program including but not limited to the following information:
 - (1) The Program name

Prevention and Early Intervention Regulations
As of July 1, 2018

- (2) Identification of the target population for the specific Program, including:
 - (A) Participants' risk of a potentially serious mental illness, either based on individual risk or membership in a group or population with greater than average risk of a serious mental illness, i.e. the condition, experience, or behavior associated with greater than average risk.
 - (B) How the risk of a potentially serious mental illness will be defined and determined, i.e. what criteria and process the County will use to establish that the intended beneficiaries of the Program have a greater than average risk of developing a potentially severe mental illness.
 - (C) Demographics relevant to the intended target population for the specific Program including but not limited to age, race/ethnicity, gender or gender identity, sexual orientation, primary language used, and military status.
- (3) Specify the type of problem(s) and need(s) for which the Prevention Program will be directed and the activities to be included in the Program that are intended to bring about mental health and related functional outcomes including reduction of the negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) for individuals with greater than average risk of potentially serious mental illness.
- (4) Specify any Mental Health Services Act negative outcomes as a consequence of untreated mental illness as referenced in Welfare and Institutions Code Section 5840, subdivision (d) that the Program is expected to affect, including reduction of prolonged suffering, as defined in Section 3750, subdivision (b).
 - (A) List the mental health indicators that the County will use to measure reduction of prolonged suffering as referenced in Section 3750, subdivision (b).
 - (B) If the County intends the Program to reduce any other specified Mental Health Services Act negative outcome as a consequence of untreated mental illness as referenced in Section 3750, subdivision (c), list the indicators that the County will use to measure the intended reductions.
 - (C) Explain the evaluation methodology, including, how and when outcomes will be measured, how data will be collected and analyzed, and how the evaluation will reflect cultural competence.
- (5) Specify how the Prevention Program is likely to bring about reduction of relevant Mental Health Services Act negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) for the intended population by providing the following information:
 - (A) If the County used the evidence-based standard or promising practice standard to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), provide a brief description of or reference to the relevant evidence applicable to the specific intended outcome, explain how the practice's effectiveness has been demonstrated for the intended population, and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.
 - (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the

Prevention and Early Intervention Regulations As of July 1, 2018

evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes for the intended population(s) and explain how the County will ensure fidelity to the practice according to the practice model and program design in implementing the Program.

- (e) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Outreach for Increasing Recognition of Early Signs of Mental Illness Program and for any Strategy within a Program, including, but not limited to:
 - (1) The Program name
 - (2) Identify the types and settings of potential responders the Program intends to reach.
 - (A) Describe briefly the potential responders' setting(s), as referenced in Section 3750, subdivisions (d)(3)(A), and the opportunity the potential responders will have to identify diverse individuals with signs and symptoms of potentially serious mental illness.
 - (3) Specify the methods to be used to reach out and engage potential responders and the methods to be used for potential responders and public mental health service providers to learn together about how to identify and respond supportively to signs and symptoms of potentially serious mental illness.
- (f) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Stigma and Discrimination Reduction Program, including, but not limited to:
 - (1) The Program name
 - (2) Identify whom the Program intends to influence.
 - (3) Specify the methods and activities to be used to change attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having mental illness and/or seeking mental health services, consistent with requirements in Section 3750, subdivision (e), including timeframes for measurement.
 - (4) Specify how the proposed method is likely to bring about the selected outcomes by providing the following information:
 - (A) If the County used the evidence-based standard or promising practice standard, to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), provide a brief description of or reference to the relevant evidence applicable to the specific intended outcome, explain how the practice's effectiveness has been demonstrated for the intended population and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.
 - (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes for the intended population and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.

Prevention and Early Intervention Regulations
As of July 1, 2018

- (g) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of each Suicide Prevention Program including, but not limited to:
- (1) The Program name
 - (2) Specify the methods and activities to be used to change attitudes and behavior to prevent mental illness-related suicide.
 - (3) Indicate how the County will measure changes in attitude, knowledge, and /or behavior related to reducing mental illness-related suicide consistent with requirements in Section 3750, subdivision (f) including timeframes for measurement.
 - (4) Specify how the proposed method is likely to bring about suicide prevention outcomes selected by the County by providing the following information:
 - (A) If the County used the evidence-based standard or promising practice standard to determine the Program's effectiveness as referenced in Section 3740, subdivisions (a)(1) and (a)(2), explain how the practice's effectiveness has been demonstrated and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.
 - (B) If the County used the community and/or practice-based standard to determine the Program's effectiveness as referenced in Section 3740, subdivision (a)(3), describe the evidence that the approach is likely to bring about applicable Mental Health Services Act outcomes and explain how the County will ensure fidelity to the practice according to the practice model and Program design in implementing the Program.
- (h) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include a description of the Access and Linkage to Treatment Program and Strategy within each Program including, but not limited to:
- (1) Program name
 - (2) An explanation of how the Program and Strategy within each Program will create Access and Linkage to Treatment for individuals with serious mental illness as referenced in Section 3735, subdivision (a)(1)
 - (3) Explain how individuals will be identified as needing assessment or treatment for a serious mental illness or serious emotional disturbance that is beyond the scope of an Early Intervention Program.
 - (4) Explain how individuals, and, as applicable, their parents, caregivers, or other family members, will be linked to county mental health services, a primary care provider, or other mental health treatment.
 - (5) Explain how the Program will follow up with the referral to support engagement in treatment.
 - (6) Indicate if the County intends to measure outcomes in addition to those required in Section 3750, subdivision (f) and if so, specify what outcome(s) and how will it be measured, including timeframes for measurement.

Prevention and Early Intervention Regulations
As of July 1, 2018

- (i) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include for all Programs:
 - (1) Program name
 - (2) An explanation of how the Program will be implemented to help Improve Access to Services for Underserved Populations, as required in Section 3735, subdivision (a)(2)
 - (3) For each Program, the County shall indicate the intended setting(s) and why the setting enhances access for specific, designated underserved populations. If the County intends to locate the Program in a mental health setting, explain why this choice enhances access to quality services and outcomes for the specific underserved population.
 - (4) Indicate if the County intends to measure outcomes in addition to those required in Section 3750, subdivision (g) and, if so, what outcome(s) and how will it be measured, including timeframes for measurement.
- (j) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include for all Programs:
 - (1) The Program name
 - (2) An explanation of how the Program will use Strategies that are Non-Stigmatizing and Non-Discriminatory, including a description of the specific Strategies to be employed and the reasons the County believes they will be successful and meet intended outcomes.
- (k) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include for all Programs the following information for the fiscal year after the plan is submitted.
 - (1) Estimated number of children, adults, and seniors to be served in each Prevention Program and each Early Intervention Program.
 - (2) The County may also include estimates of the number of individuals who will be reached by Outreach for Increasing Recognition of Early Signs of Mental Illness Program, Access and Linkage to Treatment Program, Suicide Prevention Programs, and Stigma and Discrimination Reduction Programs.
- (l) Except as provided in subdivision (o), the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include projected expenditures for each Program funded with Prevention and Early Intervention funds by fiscal year
 - (1) Projected expenditures by the following sources of funding:
 - (A) Estimated total mental health expenditures
 - (B) Prevention and Early Intervention funds
 - (C) Medi-Cal Federal Financial Participation
 - (D) 1991 Realignment
 - (E) Behavioral Subaccount
 - (F) Any other funding
 - (2) The County shall identify each Program funded with Prevention and Early Intervention funds as a Prevention Program, an Early Intervention Program, Outreach for Increasing Recognition of

Prevention and Early Intervention Regulations

As of July 1, 2018

Early Signs of Mental Illness Program, Stigma and Discrimination Reduction Program, Suicide Prevention Program, Access and Linkage to Treatment Program, or Program to Improve Timely Access to Services for Underserved Populations and shall estimate expected expenditures for each Program. If the Programs are combined, the County shall estimate the percentage of funds dedicated to each Program.

- (A) The County shall estimate the amount of Prevention and Early Intervention funds for Administration of the Prevention and Early Intervention Component.
- (m) The Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include the previous fiscal years' unexpended Prevention and Early Intervention funds and the amount of those funds that will be used to pay for the Programs listed in the Annual Update and/or Three-year Program and Expenditure Plan.
- (n) The Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update shall include an estimate of the amount of Prevention and Early Intervention funds voluntarily assigned by the County to California Mental Health Services Authority or any other organization in which counties are acting jointly.
- (o) A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, electing to follow subdivision (c) of section 3705 shall include in the Prevention and Early Intervention Component of the Three-Year Program and Expenditure Plan and Annual Update a description of the combined and/or integrated program including but not limited:
- (1) Name of the combined and/or integrated program.
 - (2) Description of how the five required programs were combined and/or integrated.
 - (3) Identification of the negative outcomes referenced in Welfare and Institutions Code Section 5840, subdivision (d) the combined and/or integrated program is intended to reduce.
 - (4) Description of how the combined and/or integrated program is likely to reduce the outcomes identified in part (3) above.
 - (5) Identification of the indicators that the County will use to measure the intended outcomes identified in part (3) above.
 - (6) Explanation of how the combined and/or integrated program will be implemented to help Improve Access to Services for Underserved Population, as required in Section 3735, subdivision (a)(2).
 - (7) Explanation of how the combined and/or integrated program will use Strategies that are Non-Stigmatizing and Non-Discriminatory, as required in Section 3735, subdivision (a)(3).
 - (8) Estimated numbers of children, adults, and seniors, respectively, to be served in the combined and/or integrated program.
 - (9) List of the projected expenditures for the combined and/or integrated program funded with Prevention and Early Intervention funds by fiscal year and by the following sources of funding:
 - (A) Estimated total mental health expenditures
 - (B) Prevention and Early Intervention funds
 - (C) Medi-Cal Federal Financial Participation
 - (D) 1991 Realignment
 - (E) Behavioral Subaccount

Prevention and Early Intervention Regulations
As of July 1, 2018

- (F) Any other funding
- (10) Estimated amount of Prevention and Early Intervention funds budgeted for Administration of the Prevention and Early Intervention Component.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840, 5847, and 5848 Welfare and Institutions Code.

Section 3755.010. Prevention and Early Intervention Program Change Report.

- (a) If the County determines a need to make a substantial change to a Program, Strategy, or target population as described in Section 3745, the County shall in the next Three-Year Program and Expenditure Plan or Annual Update, whichever is closest in time to the planned change, include the following information:
 - (1) A brief summary of the Program as initially set forth in the originally adopted Three-Year Program and Expenditure Plan or Annual Update.
 - (2) A description of the change including the resulting changes in the intended outcomes and the planned evaluation.
 - (3) Explanation for the change including, stakeholder involvement in the decision and, if any, evaluation data supporting the change.

NOTE: Authority cited: Section 5846, Welfare and Institutions Code. Reference: Sections 5840 and 5847, Welfare and Institutions Code.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3i)

To: Board of Supervisors

From: Behavioral Health

Meeting Date: February 7, 2023

Department Contact: Jenine Miller

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Amendment to BOS Agreement No. 22-125 with Crestwood Behavioral Health, Inc. in the Amount of \$300,000, for a New Agreement Total of \$650,000 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective Upon Full Execution, through June 30, 2023

Recommended Action/Motion:

Approve Amendment to BOS Agreement No. 22-125 with Crestwood Behavioral Health, Inc. in the amount of \$300,000, for new Agreement total of \$650,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective upon full execution, through June 30, 2023; authorize the Behavioral Health and Recovery Services Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Ongoing Agreement since 2010, most recent action, June 7, 2022, Item No. 3(o), BOS Agreement No. 22-125.

Summary of Request:

The Lanterman-Petris-Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements, ensuring the most appropriate care within the largest possible placement options.

Crestwood Behavioral Health, Inc. is one of a few residential care facilities able to provide a broad range of services to Mendocino County LPS clients. Crestwood Behavioral Health, Inc., located throughout the State of

Item #: 3i)

California, provides secure residential treatment programs that provide services for adults requiring a structured environment due to mental health challenges. Levels of care include the provision of groups, trainings, and programs to promote the recovery of clients for independent living in the community. The County's goal is to transfer clients to less restrictive residential settings as soon as they are able.

The proposed Amendment to the original contract is requested to increase the contract amount to continue court mandated mental health services to Mendocino County LPS conserved clients. The original contract was estimated based on the number of clients in the beginning of the fiscal year hoping to move clients to lower levels of care, which was not achieved due to clients continuously needing higher levels of care at Crestwood Behavioral Health, Inc. system of care.

Alternative Action/Motion:

Return to staff for alternative handling.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050

current f/y cost: \$650,000

annual recurring cost: \$650,000

budget clarification: Due to the diversity of clients, some specialized placement agreements with other contractors have been underutilized. Funding for this Amendment with Crestwood Behavioral Health, Inc. con from the distribution of those unused LPS placements funds, which are immediately available for use.

budgeted in current f/y: No

if no, please describe: Additional funds will come from underutilized agreements with other residential treatment contractors for fiscal year 22-23.

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved

Executed Item Type: Agreement Number: 22-125-A1



**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 22-125**

This Amendment to BOS Agreement No. 22-125 is entered into this 7th day of February, 2023, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Crestwood Behavioral Health, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 22-125 was entered into on July 1, 2022; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the original BOS Agreement No. 22-125, from \$350,000 to \$650,000; and

NOW, THEREFORE, we agree as follows:

1. The amount set out in the original BOS Agreement No. 22-125 is hereby increased from \$350,000 to \$650,000.

All other terms and conditions of BOS Agreement No. 22-125 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D. Behavioral Health
Director

Date: 1/10/23

Budgeted: ☐ Yes ☒ No

Budget Unit: 4050

Line Item: 86-3162

Org/Object Code: MHMS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
GLENN McGOURTY, Chair
BOARD OF SUPERVISORS

Date: 02/07/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/07/2023

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/07/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 01/09/2023

CONTRACTOR/COMPANY NAME

By: [Signature]
Elena Mashkevich, Director of County
Contracts

Date: 1/11/2023

NAME AND ADDRESS OF CONTRACTOR:

Crestwood Behavioral Health, Inc.
520 Capitol Mall, Suite 800
Sacramento, CA 95814

916-764-5310: elena.mashkevich@cbhi.net

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 01/09/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 01/09/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 23-62
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: out of county contractor



Legislation Text

File #: 22-0751, Version: 1

To: Board of Supervisors

From: Behavioral Health

Meeting Date: June 7, 2022

Department Contact: Jenine Miller, Psy D

Phone: 707-472-2341

Department Contact: **Phone:**

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Crestwood Behavioral Health, Inc. in the Amount of \$350,000 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2022 through June 30, 2023

Recommended Action/Motion:

Approve Agreement with Crestwood Behavioral Health, Inc. in the amount of \$350,000 to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2022 through June 30, 2023; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Ongoing Agreement since 2010, most recent action, May 4, 2021, Item 4(y), BOS Agreement No. 21-079.

Summary of Request:

The Lanterman-Petris -Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements, ensuring the most appropriate care within the largest possible placement options.

Crestwood Behavioral Health, Inc. is one of a few residential care facilities able to provide a broad range of services to Mendocino County LPS clients. Crestwood Behavioral Health, Inc., located throughout the State of

California, provides secure residential treatment programs that provide services for adults requiring a structured environment due to mental health challenges. Levels of care include the provision of groups, trainings, and programs to promote the recovery of clients for independent living in the community. The County's goal is to transfer clients to less restrictive residential settings as soon as they are able.

Alternative Action/Motion:

Return to staff for alternative handling.

How Does This Item Support the General Plan? Page 3-62 - Goal DE-29: A healthy population which has access to health care.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050

current f/y cost: \$350,000

annual recurring cost: \$350,000

budget clarification:

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, Assistant CEO

CEO Review: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk II

Date: June 13, 2022

Final Status: Approved

Executed Item Type: Agreement **Number:** 22-125



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Crestwood Behavioral Health, Inc.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its mental health residential treatment services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Attachment 1	Negotiated Rate Agreement Form
Attachment 2	Crestwood Rates
Attachment 3	Invoice

The term of this Agreement shall be from July 1, 2022 (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., BHRS Director

Date: 5/3/22

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-3162

Org/Object Code: MHMS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 06/13/2022

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/13/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/13/2022

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 04/22/2022

CONTRACTOR/COMPANY NAME

By: [Signature]
Elena Mashkevich,
Executive Director of County Contracts

Date: 5/3/2022

NAME AND ADDRESS OF CONTRACTOR:

Crestwood Behavioral Health, Inc.
520 Capitol Mall, Suite 800
Sacramento, CA 95814
916-764-5310
elena.mashkevich@cbhi.net

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 04/22/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 04/22/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ EB# 21-139

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside Mendocino County _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

To CONTRACTOR: Crestwood Behavioral Health, Inc.
520 Capitol Mall, Suite 800
Sacramento, CA 95814
Attn: Elena Mashkevich

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. **SANCTIONED EMPLOYEE:** CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published

Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

17. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and

Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$350,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
21. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
22. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibits B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

34. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR 's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
37. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
38. **CONTRACTOR NOTIFICATION OF BREACH OR IMPROPER DISCLOSURES:** The State Contract requires COUNTY to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). CONTRACTOR shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by CONTRACTOR, notify COUNTY's Privacy Officer of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon COUNTY's knowledge of a material breach or

violation by CONTRACTOR of the agreement between COUNTY and the CONTRACTOR, COUNTY shall:

- a. Provide an opportunity for the CONTRACTOR to cure the breach or end the violation and terminate the agreement if the CONTRACTOR does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate the agreement if the CONTRACTOR has breached a material term of the agreement and cure is not possible.
- c. In the event that the State Contract requires COUNTY to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, CONTRACTOR shall pay on COUNTY's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

This is a fee for service contract with no minimum beds reserved. All referrals will come from or be approved by the Mendocino County Behavioral Health and Recovery Services (BHRS) Director or designee.

- A. CONTRACTOR shall provide long term care for adults with serious mental illness who are in need of mental health rehabilitation services classified as psychiatric/psychosocial rehabilitation. All services will be provided in a mental health rehabilitation center (MHRC) in accordance with the following description of services and at the following facilities:

1. Skilled Nursing Facility/Special Treatment Program (SNF/STP)

a) Institutions for Mental Diseases (IMD) facility

- i. Crestwood Wellness and Recovery Center – Redding (99 beds)

b) Non-Institutions for Mental Diseases (Non-IMD) facilities

- i. Crestwood Manor SNF/STP – Stockton (190 beds)
- ii. Crestwood Manor SNF/STP – Modesto (194 beds)
- iii. Crestwood Manor SNF/STP – Fremont (126 beds)
- iv. Crestwood Treatment Center SNF – Fremont (66 beds)

c) Programs

CONTRACTOR will provide Behavioral Intervention to the chronically and persistently mentally ill population in a secure residential setting licensed as a SNF/STP. Services include:

- i. Behavior modification
- ii. Skilled and intensive nursing
- iii. Life skills training
- iv. Recreation
- v. Rehabilitation services
- vi. Geropsychiatric services
- vii. Neurobehavioral program
- viii. Programming for head trauma and organic disorders

d) Treatment Plan

A multi-disciplinary team shall develop individual treatment plans for COUNTY-authorized clients who are admitted to CONTRACTOR's facility. Each individual treatment plan shall include the following components:

- i. Psychiatric and medical care specific information for elderly psychiatric patients that address problems identified as reasons for the referral and

includes treatment goals focused on reducing the level of care needed by the client and/or maintaining the client at his/her optimum level of functioning.

- ii. Specific approaches to improve problem behaviors including, but not limited to, orientation, bowel and bladder management, self-care, and modifying annoying or anti-social behavior.
- iii. Group programming designed to address the identified problem behaviors which includes, but is not limited to, re-motivation, current events, orientation, social interaction, arts and crafts activities, music exercise, community re-orientation, problem solving, and skill development such as self-care.
- iv. Organized recreation activities which support the treatment goals and enhance the client's quality of life while in the facility, e.g., music, games, movies, excursions, and parties.
- v. Individual treatment.
- vi. Counseling for family/significant others.
- vii. Discharge planning and placement services.
- viii. Treatment activities scheduled throughout the client's waking hours and directed towards achieving treatment plan goals, enhancing the client's feeling of self-worth, self-expression, self-care, and community living skills.
- ix. A psychiatric program which includes the capacity for:
 - 1) Restraint and seclusion as ordered; restraints as needed to ensure safety.
 - 2) Geri-chair for behavior control when less restrictive interventions are ineffective.
 - 3) Formal one-to-one supervision, as needed.
 - 4) Administration of pro re nata (PRN) ("As Needed") medications.
 - 5) Suicide precautions/other observation as needed to ensure safety.
 - 6) Provision of redirection to patient for specific behaviors.
 - 7) Administration of a medication plan for appropriate, up-to-date medications, continuation of the Medi-Cal Treatment Authorization Request (TAR) process as needed, and administration of medication to resistant patients, including Intramuscular (IM) medication.

2. Mental Health Rehabilitation Center

a) Facilities

- i. Crestwood Center – Sacramento (54 beds)
- ii. Crestwood Center – Angwin (54 beds)
- iii. Crestwood Recovery and Rehabilitation Center – Vallejo (91 beds)
- iv. Crestwood Behavioral Health Center – Bakersfield (55 beds)
- v. Crestwood Behavioral Health Center – Eureka (42 beds)

- vi. Crestwood Behavioral Health Center – San Jose (98 beds)
- vii. Crestwood San Diego – San Diego (80 beds)
- viii. Crestwood Chula Vista – Chula Vista (40 beds)
- ix. Kingsburg Healing Center – Kingsburg (66 beds)
- x. Champion Healing Center – Lompoc (80 beds)
- xi. Fallbrook Healing Center – San Diego (132 beds)

b) Programs

CONTRACTOR will provide psychosocial rehabilitation programs in secured residential settings with a focus on brief lengths of stay. Services include:

- i. Recovery focused programs
- ii. Independent living skills training
- iii. Behavioral Intervention
- iv. Vocational/prevocational training
- v. Self-advocacy/peer counseling
- vi. Case management
- vii. Dual diagnosis
- viii. Family therapy

3. Alternative Programs: Adult Residential Facilities (ARF), Social Rehabilitation Centers (SRC)

a) Facilities

- i. Pathways Social Rehabilitation Center – Eureka (16 beds)
- ii. Our House ARF – Vallejo (46 beds)
- iii. Bridge Program Social Rehab. – Bakersfield (15 beds)
- iv. Bridge Program ARF – Pleasant Hill (64 beds)
- v. American River Residential Services ARF – Carmichael (28 beds)
- vi. Bridge Program Social Rehab. – Fresno (15 beds)
- vii. The Pathways Social Rehab. – Pleasant Hill (16 beds)
- viii. Crestwood Hope Center RCFE – Vallejo (24 beds)

b) Programs

CONTRACTOR will provide residential/nonresidential and transitional services in unlocked independent settings. Services include:

- i. Extensive life skills training
- ii. Dual recovery program
- iii. Transitional living
- iv. Peer counseling
- v. Wellness Recovery Action Plan (WRAP)
- vi. Planning

- vii. Case management
- viii. Nursing support
- ix. Transitional age youth program
- x. Behavioral self-management
- xi. Neurobehavioral services
- xii. Dementia/Alzheimer's care
- xiii. Community Residential

4. Psychiatric Health Facilities

a) Facilities

- i. Crestwood Psychiatric Health Facility – Bakersfield (16 beds)
- ii. Crestwood Psychiatric Health Facility – Carmichael (16 beds)
- iii. Crestwood Psychiatric Health Facility – San Jose (16 beds)
- iv. Crestwood Psychiatric Health Facility – Sacramento (16 beds)
- v. Crestwood Psychiatric Health Facility – Vallejo (16 beds)
- vi. Crestwood Psychiatric Health Facility – Solano (16 beds)

b) Programs

- i. Acute inpatient psychiatric services
- ii. Living Room Model
- iii. Resiliency training
- iv. Wellness Recovery Action Plan (WRAP)
- v. Dialectical Behavior Therapy (DBT)

5. Facilities shall have the capability of providing all of the following services. However, services provided to individual patients will be dependent upon the patient's specific needs:

a) Self-Help Skills Training. This shall include, but is not limited to:

- i. Personal care and use of medication
- ii. Money management
- iii. Use of public transportation
- iv. Use of community resources
- v. Behavior control and impulse control
- vi. Frustration tolerance
- vii. Mental Health education
- viii. Physical fitness

b) Behavior Intervention Training. This shall include, but is not limited to:

- i. Behavior modification modalities

- ii. Re-motivation therapy
- iii. Patient government activities
- iv. Group counseling
- v. Individual counseling

c) Interpersonal Relationships. This shall include, but is not limited to:

- i. Social counseling
- ii. Education and recreational therapy
- iii. Social activities such as outings, dances, etc.

d) Prevocational Preparation Services. This shall include, but not be limited to:

- i. Homemaking
- ii. Work activity
- iii. Vocational counseling

e) Pre-Release Planning

f) Out-of-Home Placement

6. CONTRACTOR shall provide a minimum average of twenty-seven (27) hours per week of direct group or individual program services for each patient.

- B. In conjunction with the COUNTY BHRS Director or designee, CONTRACTOR will reassess each COUNTY patient at least every four (4) months to determine current level of functioning and individual program needs.
- C. CONTRACTOR agrees to provide two (2) Lanterman-Petris-Short (LPS) Conservatorship Declarations, if the client is a conservatee. The Declarations, which will be completed by two (2) physicians or licensed psychologists who have a doctoral degree in psychology and at least five (5) years of post-graduate experience in the diagnosis and treatment of emotional and mental disorders, will certify whether the conservatee is still gravely disabled as a result of a mental disorder. Declarations are to be completed at least annually and up to every six (6) months and forwarded to the COUNTY. In the instance that CONTRACTOR must utilize a psychiatrist or psychologist that is not employed with the CONTRACTOR, the CONTRACTOR will accept responsibility for the cost of the assessment, except when authorized in writing, and in advance by the Mendocino County BHRS Director or designee.
- D. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working

days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

- E. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, the Mendocino County Mental Health Plan (MHP) contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- F. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- A. COUNTY will pay CONTRACTOR only for Authorized Services that have been negotiated using CONTRACTOR's Negotiated Rate Agreement Form (Attachment 1).
1. When placing a client in a facility, COUNTY and CONTRACTOR will come to an agreement on the appropriate level of care. Each facility has different programs and rates (Attachment 2); COUNTY will prioritize the facility and program that best fits the client.
 2. Before admission of a client, authorized representatives of COUNTY and CONTRACTOR will complete a Negotiated Rate Agreement form (Attachment 1) for the chosen facility that designates the rate and level of care for the client. CONTRACTOR will supply an Authorization for Admission specifying the agreed-upon rate for COUNTY representative to sign.
- B. CONTRACTOR will bill COUNTY monthly on an approved invoice (Attachment 3).
- C. CONTRACTOR's invoice will include:
1. Time period the invoice covers.
 2. Services rendered during the time period covered by the invoice. Services will be sorted by program/facility.
 3. Signature of CONTRACTOR certifying the services described on the invoice have been performed.
- D. Invoices are due by the 10th of the month following the month of service provision. Invoices not received within thirty (30) days will not be honored.
- E. Invoices are to be sent to:
- COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 South Dora St.
Ukiah, CA 95482
Attn: Jenine Miller
- F. The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH & RECOVERY SERVICES
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **Crestwood Behavioral Health, Inc.**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000
21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women

22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

5/3/2022
Date


CONTRACTOR Signature

520 Capitol Mall, Suite 800, Sacramento, CA 95814
Address of CONTRACTOR

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications 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 government 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/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Elena Mashkevich
(Type Name)

Crestwood Behavioral Health, Inc.
(Organization Name)

Executive Director of County Contracts
(Title)

520 Capitol Mall, Suite 800
Sacramento, CA 95814
(Organization Address)


(Signature)

5/3/2022
(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Behavioral Health and Recovery Services (MC-BHRS) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, County and the Contractor mutually agree as follows:

I. Privacy and Confidentiality

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

Addendum A – Page 2

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is store
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

Addendum A – Page 3

- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

Addendum A – Page 4

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

Addendum A – Page 6

Signature Page

Elena Mashkevich
Contractor Name (printed)

Mashkevich
Contractor Signature

Executive Director of County Contracts
Contractor Title

Crestwood Behavioral Health, Inc.
Contractor's Agency Name

5/3/2022
Date

NEGOTIATED RATE AGREEMENT

(to be completed for rates negotiated outside the specifications of a county contract)

Facility Name: _____ Date: _____

Resident/Consumer Name: _____ MRN: _____

SSN: _____ Date of Birth: _____

County: _____

Effective Date: _____

Daily Rate/Supplemental-Patch Rate (circle one): _____

Name Facility Representative (please print): _____

Title (please print): _____

Signature Facility Representative: _____ Date: _____

I hereby certify that I (County Representative) have the authority to approve the individually negotiated rate and payment thereof for the beneficiary indicated within this Agreement. This Agreement shall not constitute a novation, extinguishment or satisfaction of the obligations existing under the agreement. With the exception of the above stated rate, all the provisions of the original Agreement shall remain in full force and effect. Please sign below as an acknowledgement of the terms indicated above.

Name County Representative (please print): _____

Title (please print): _____

Signature County Representative: _____ Date: _____

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2022**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr	243.40	28.00
Redding IMD – 1122		51.00
NPI - 1194743088		67.00
		129.00
		Negotiated
<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor	Medi-Cal Published Rate	28.00
Stockton SNF/STP – 1104	*Indigent/Medi-Cal Ineligible	40.00
NPI - 1730128174		42.00
		67.00
		97.00
		129.00
		Negotiated
Crestwood Manor	Medi-Cal Published Rate	28.00
Modesto SNF - 1112	*Indigent/Medi-Cal Ineligible	45.00
NPI - 1508884487		67.00
		97.00
		129.00
		Negotiated
Crestwood Manor - Fremont	Medi-Cal Published Rate	28.00
Alameda SNF/STP - 1134	*Indigent/Medi-Cal Ineligible	36.00
NPI - 1902828403		67.00
		106.00
		154.00
		Negotiated
<u>SNF</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Treatment Center	Medi-Cal Published Rate	154.00
Fremont SNF - 1120	*Indigent/Medi-Cal Ineligible	Negotiated
NPI - 1942228838		

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2022**

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers**Room and Board/Per Diem**

Crestwood Center	Level 1	389.00
Sacramento MHRC - 1106	Level 2	354.00
NPI - 1356411656	Level 3	321.00
Crestwood Behavioral Health Ctr	Level 1	424.00
San Jose MHRC - 1107	Level 2	340.00
NPI - 1376623256	Level 3	331.00
Crestwood Behavioral Health Ctr		334.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	720.00
Bakersfield MHRC - 1115	MIST	450.00
NPI - 1275610800	Level 1	389.00
	Level 2	354.00
	Level 3	319.00
Crestwood C.E.N.T.E.R.	Level 1	380.00
Angwin MHRC - 1116	Level 2	302.00
NPI - 1316024953	Level 3	249.00
Kingsburg Healing Center	Level 1	494.00
Kingsburg MHRC - 1140	Level 2	437.00
NPI - 1073989661	Level 3	375.00
	Bedhold	Current Rate minus Raw Food Cost**
Crestwood Recovery and Rehab	Level 1	391.00
Vallejo MHRC - 1141	Level 2	332.00
NPI - 1508935834	Level 3	294.00
	Level 4	276.00
Crestwood San Diego	Level 1	469.00
San Diego MHRC - 1154	Level 2	402.00
NPI - 1295146934	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**

Attachment 2

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2022**

Crestwood Chula Vista	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
San Francisco Healing Center		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
Fallbrook Healing Center	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
Champion Healing Center	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

** Bed hold rate raw food reduction is \$8.73 for CY 21/22

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2022**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem</u>	<u>Room and Board/Per Diem for indigent client</u>
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	1,040.00	1,190.00

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2022****Adult Residential Facilities/Social
Rehabilitation Center**

Pathways	218.00
Eureka Pathways RTF - 1125	
NPI - 1811374564	
Our House	165.00
Solano Our House ARF - 1136	
NPI - 1750452199	
Bridge Program - Bakersfield	230.00
Bakersfield Bridge TRTP - 1137	
NPI - 1265501597	
American River Residential Services	165.00
American River ARF - 1139	
NPI - 1104905645	
Bridge Program - Pleasant Hill	165.00
Pleasant Hill Bridge ARF - 1143	
NPI - 1669543005	
The Pathway	223.00
Pleasant Hill Pathway RTF - 1144	
NPI - 1578634911	
Bridge Program Fresno	230.00
Fresno Bridge RTF - 1145	
NPI - 1093892663	
Crestwood Hope Center	165.00
Vallejo RCFE - 1152	
NPI - 1962702324	
Hummingbird Healing House	182.00
San Diego - 1168	
NPI - 1992206734	



Attachment 3

**Mendocino County BHRS
Services Contract Claim Form**

Submit Invoice to: Mendocino County – BHRS
Attn: Jenine Miller
1120 S. Dora Street
Ukiah California

Contractor: Name
Attn: Contact
Address
City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	



Mendocino County Board of Supervisors Agenda Summary

Item #: 3j)

To: Board of Supervisors

From: Behavioral Health

Meeting Date: February 7, 2023

Department Contact: Jenine Miller, Psy.D.

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Amendment to BOS Agreement No. 22-131 with Vista Pacifica Center in the Amount of \$130,000, for a New Agreement Total of \$300,000, to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective Upon Full Execution, through June 30, 2023

Recommended Action/Motion:

Approve Amendment to BOS Agreement No. 22-131 with Vista Pacifica Center in the amount of \$130,000, for new Agreement total of \$300,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective upon full execution, through June 30, 2023; authorize the Behavioral Health and Recovery Services Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Ongoing item, most recent action, June 7, 2022, Item No. 3(u), BOS Agreement No. 22-131.

Summary of Request:

The Lanterman-Petris-Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Vista Pacifica Center is one of a few residential care facilities able to provide services to Mendocino County clients. Vista Pacifica Center, located in Jurupa Valley, CA, provides secure residential treatment programs and

Item #: 3j)

offers a broad range of services for adults requiring a structured environment due to mental health challenges. The goal of the Center is to provide the intervention and support necessary for clients to move towards stabilization, recovery, and successful function in the least restrictive environment possible. Services include: psychological rehabilitation support, provision of residential and health care needs, activities designed to develop self-help skills, life skills, and interpersonal relationships, and programs that promote the recovery of clients for independent living in the community.

The proposed Amendment to the original contract is requested to increase the contract amount to continue court mandated mental health services to Mendocino County LPS conserved clients. The original contract was estimated based on the number of clients in the beginning of the fiscal year hoping to move clients to lower levels of care, which was not achieved due to clients continuously needing higher levels of care at Vista Pacifica Center.

Alternative Action/Motion:

Return to staff for alternative handling.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050

current f/y cost: \$300,000

annual recurring cost: \$300,000

budget clarification: Due to the diversity of clients, some specialized placement agreements with other contractors have been underutilized. Funding for this Amendment with Vista Pacifica Center comes from distribution of those unused LPS placements funds, which are immediately available for use. t)

budgeted in current f/y: No

if no, please describe: Additional funds will come from underutilized agreements with other residential treatment contractors for fiscal year 22-23.

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved

Executed Item Type: Agreement **Number:** 22-131-A1



Item #: 3j)

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 22-131**

This Amendment to BOS Agreement No. 22-131 is entered into this 7th day of February, 2023, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Vista Pacifica Center**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 22-131 was entered into on July 1, 2022; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the original BOS Agreement No. 22-131, from \$170,000 to \$300,000.

NOW, THEREFORE, we agree as follows:

1. The amount set out in the original BOS Agreement No. 22-131 is hereby increased from \$170,000 to \$300,000.

All other terms and conditions of BOS Agreement No. 22-131 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jerine Miller, Psy.D., Behavioral Health
Director

Date: 1/10/23

Budgeted: ☐ Yes ☒ No

Budget Unit: 4050

Line Item: 863162

Org/Object Code: MHMS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 02/07/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/07/2023

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/07/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 01/09/2023

CONTRACTOR/COMPANY NAME

By: [Signature]
Allan Engelauf, Executive Vice President

Date: 1/11/2023

NAME AND ADDRESS OF CONTRACTOR:

Vista Pacifica Center
3674 Pacific Ave.
Jurupa Valley, CA 92509

951-682-4833 ext 108
aengelauf@vistapacificaent.com

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 01/09/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 01/09/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 23-63
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: out of county contractor



Mendocino County

Legislation Text

File #: 22-0753, Version: 1

To: Board of Supervisors

From: Behavioral Health

Meeting Date: June 7, 2022

Department Contact: Jenine Miller, Psy D

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Vista Pacifica Center in the Amount of \$170,000 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, for the Period of July 1, 2022 through June 30, 2023

Recommended Action/Motion:

Approve Agreement with Vista Pacifica Center in the amount of \$170,000 to provide residential care to Mendocino County Lanterman-Petris-Short clients for the period of July 1, 2022 through June 30, 2023; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Ongoing item, most recent action: May 25, 2021, Item 4(n), BOS Agreement No. 21-088.

Summary of Request:

The Lanterman-Petris -Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Mendocino County, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Vista Pacifica Center is one of a few residential care facilities able to provide services to Mendocino County clients. Vista Pacifica Center, located in Jurupa Valley, CA, provides secure residential treatment programs and offers a broad range of services for adults requiring a structured environment due to mental challenges. The goal of the Center is to provide the intervention and support necessary for clients to move towards

stabilization, recovery, and successful function in the least restrictive environment possible. Services include: psychological rehabilitation support, provision of residential and health care needs, activities designed to develop self-help skills, life skills, and interpersonal relationships, and programs that promote the recovery of clients for independent living in the community.

Alternative Action/Motion:

Return to staff for alternative handling.

How Does This Item Support the General Plan? Page 3-62 - Goal DE-29: A healthy population which has access to health care.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050

current f/y cost: \$170,000

annual recurring cost: \$170,000

budget clarification:

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, Assistant CEO

CEO Review: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk II

Date: June 13, 2022

Final Status:Approved

Executed Item Type: Agreement **Number:** 22-131



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Vista Pacifica Center**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its residential care facility; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Attachment 1	Invoice

The term of this Agreement shall be from July 1, 2022 (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Seventy Thousand Dollars (\$170,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., BHRS Director

Date: 4/19/22

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-3162

Org/Object Code: MHMS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 06/13/2022

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/13/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/13/2022

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 04/19/2022

CONTRACTOR/COMPANY NAME

By: [Signature]
Cheryl Jumonville, President

Date: April 26, 2022

NAME AND ADDRESS OF CONTRACTOR:

Vista Pacifica Center
3674 Pacific Avenue
Jurupa Valley, CA 92509
951-682-4833
cjumonville@vistapacificaent.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 04/19/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 04/19/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 22-47
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside Mendocino County

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.
- If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.
- In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.
- All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

To CONTRACTOR: Vista Pacifica Center
3674 Pacific Avenue
Jurupa Valley, CA 92509
Attn: Cheryl Jumonville

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. **SANCTIONED EMPLOYEE:** CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published

Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

17. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and

Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$170,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
21. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
22. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibits B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

34. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR 's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
37. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
38. **CONTRACTOR NOTIFICATION OF BREACH OR IMPROPER DISCLOSURES:** The State Contract requires COUNTY to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). CONTRACTOR shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by CONTRACTOR, notify COUNTY's Privacy Officer of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon COUNTY's knowledge of a material breach or

violation by CONTRACTOR of the agreement between COUNTY and the CONTRACTOR, COUNTY shall:

- a. Provide an opportunity for the CONTRACTOR to cure the breach or end the violation and terminate the agreement if the CONTRACTOR does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate the agreement if the CONTRACTOR has breached a material term of the agreement and cure is not possible.
- c. In the event that the State Contract requires COUNTY to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, CONTRACTOR shall pay on COUNTY's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

- I. This is a fee for service contract with no minimum beds reserved. All services provided will be in accordance with the following description of services. All referrals will come from or be approved by the Mendocino County Behavioral Health and Recovery Services (BHRS) Director or designee.
- II. Vista Pacifica Center (CONTRACTOR) is a 108-bed locked Special Nursing Facility/Special Treatment Program for young and elderly mentally disabled clients. The Center specializes in serving voluntary and conserved adults with severe and persistent mental health conditions. The purpose of the Vista Pacifica Center is to provide program resources, interventions, and support necessary to assist clients toward stabilization, recovery, and successful function in the least restrictive environment possible.
 - A. CONTRACTOR offers a variety of activities which include, but are not limited to:
 1. Self Help Skills Training
 - a. Personal care and use of medicine
 - b. Money management
 - c. Use of public transportation
 - d. Use of community resources
 - e. Behavioral control and impulse control
 - f. Frustration tolerance
 - g. Mental health education
 - h. Physical fitness
 2. Behavioral Intervention Training
 - a. Behavioral modification modalities
 - b. Re-motivation therapy
 - c. Patient government activities
 - d. Group counseling
 - e. Individual counseling
 3. Interpersonal Relationships Skill Building
 - a. Social counseling
 - b. Educational and recreational therapy
 - c. Social activities such as outings, dances, etc.
 4. Pre-Vocational Preparation Services
 - a. Homemaking
 - b. Work activity
 - c. Vocational counseling

5. Pre-Release Planning
 - a. Out-of-home placement: CONTRACTOR shall provide, at a minimum, an average of twenty-seven (27) hours per week of direct group or individual program services for each client. COUNTY and CONTRACTOR will review each COUNTY client at least every four (4) months to determine current level of functioning and individual program needs.
6. Bi-Annual Outcome Statistics related to changes in patient status
 - a. Brief Psychiatric Rating Scale or other agreed upon instrument
 - b. Health status
 - c. Medication usage
 - d. Patient satisfaction
7. Bi-Monthly Reports
 - a. Data available at the time of report for all included patients
8. Augmented Services
 - a. The need for any augmented services provided by CONTRACTOR will be negotiated with COUNTY on an individual basis and shall be agreed upon in advance in writing by BHRS Director or designee.
 - i. Patch Level A: Residents on this patch level require increased supervision and resources from staff. Examples of behavioral actions or medical needs are:
 - 1) AWOL Risk
 - 2) Extremely verbally aggressive/threatening
 - 3) Allegations of abuse towards staff and peers
 - ii. Patch Level B: Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral actions or medical needs are:
 - 1) Periodic physical aggression towards staff or peers
 - 2) Property destruction
 - 3) Suicidal risk
 - 4) Maladaptive behaviors that require frequent counseling and attention from direct care staff
 - 5) Severe psychosis which requires frequent redirection/counseling/behavior modification from unit staff
 - iii. Patch Level C: Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral actions or medical needs are:

- 1) Physically aggressive behavior that requires use of 1:1 or LOS (Line of Sight) staff to keep others safe
 - 2) Suicidal behavior that requires use of 1:1 or LOS staff to keep the resident safe
- iv. Patch Level D: The Restoration to Competency Program is an intensive program designed to restore residents to competency in order for them to stand trial. This program is directed at those with misdemeanor charges with the goal of restoring them to competency as quickly as possible. These residents receive daily classes on legal and competency issues, as well as individual counseling from Masters level counselors and licensed clinical psychologists. The Restoration to Competency Program starts with an initial competency assessment to determine the degree of competency of the resident. Once the initial assessment is completed and the resident's degree of competency is determined, the resident will attend daily classes with counselors and licensed clinical psychologists aimed at strengthening the resident's understanding of the areas mentioned above. These classes will include educational discussions, periodic tests to assess improvement in degree of competency, and mock court trials. These classes and counseling sessions will focus on the following areas:
- 1) Understanding of their charge(s)
 - 2) Appreciation of penalties
 - 3) Appraisal of available defenses
 - 4) Understanding of the roles of various courtroom personnel
 - 5) Understanding of court procedures
 - 6) Motivation to help themselves in the legal process
 - 7) Appraisal of likely outcomes
 - 8) Planning of legal strategies
 - 9) Ability to cooperate with counsel
 - 10) Capacity to disclose pertinent information to counsel
 - 11) Capacity to testify
 - 12) Capacity to challenge prosecution witness
 - 13) Ability to manifest appropriate courtroom behavior
 - 14) Capacity to cope with incarceration while awaiting trial
- b. The resident's progress will be monitored by the counselors and the licensed clinical psychologists. Once the resident is able to demonstrate a clear understanding of their legal situation and the capacity to cooperate with counsel and the court system, they will be evaluated by

CONTRACTOR's treatment team to determine whether or not they have been restored to competency and are ready to stand trial.

- B. CONTRACTOR shall communicate with COUNTY upon receipt of third party requests or demands to assess and evaluate individuals for treatment. Such access to clients requires approval of BHRS Director or designee.
- C. CONTRACTOR agrees to provide two (2) Lanterman-Petris-Short (LPS) Conservatorship Declarations, if the client is a conservatee. The Declarations, which will be completed by two (2) physicians or licensed psychologists who have a doctoral degree in psychology and at least five (5) years of post-graduate experience in the diagnosis and treatment of emotional and mental disorders, will certify whether the conservatee is still gravely disabled as a result of a mental disorder. Declarations are to be completed at least annually and up to every six (6) months and forwarded to the COUNTY. In the instance that CONTRACTOR must utilize a psychiatrist or psychologist that is not employed with the CONTRACTOR, the CONTRACTOR will accept responsibility for the cost of the assessment, except when authorized in writing, and in advance by the Mendocino County BHRS Director or designee.
- D. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.
- E. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health

Insurance and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.

- F. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- G. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will pay CONTRACTOR as per the following instructions:
(Institute for Mental Disease (IMD) Rates (Vista Pacifica Center), FY 22-23)

Services 18-64 Years Old	FY 2022-2023
Facility Rate - Daily	\$227.00
Room Reserve Rate	\$227.00
BED HOLD (Leave of absence)	\$218.65
Private Rate	\$235.00
Augmented Services Rates	
Level A (per diem rate in addition to daily rate)	\$70.00 per day
Level B (per diem rate in addition to daily rate)	\$140.00 per day
Level C (per diem rate in addition to daily rate)	\$180.00 per day
Level D (per diem rate in addition to daily rate)	\$160.00 per day

Services 65+ Years Old	FY 2022-2023
Facility Rate - Daily	\$204.94
Room Reserve Rate	\$204.94
BED HOLD (Leave of absence)	\$196.59
Private Rate	\$235.00
Augmented Services Rates	
Level A (per diem rate in addition to daily rate)	\$90.00 per day
Level B (per diem rate in addition to daily rate)	\$160.00 per day
Level C (per diem rate in addition to daily rate)	\$200.00 per day
Level D (per diem rate in addition to daily rate)	\$180.00 per day

- II. CONTRACTOR will bill COUNTY on a monthly basis on an approved invoice (Attachment 1).
- III. CONTRACTOR will submit client notes with invoices on a monthly basis to the COUNTY.

IV. Invoices are due by the tenth (10th) of the month following the month services were provided. Invoices not received within thirty (30) days will not be paid.

V. Itemized invoices are to be sent to:

*COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller*

VI. The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred Seventy Thousand Dollars (\$170,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH & RECOVERY SERVICES
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **Vista Pacifica Center**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000
21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women

22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

4/26/22

CONTRACTOR Signature

3674 Pacific Avenue, Jurupa Valley, CA 92509
Address of CONTRACTOR

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications 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 government 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/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Cheryl Jumonville
(Type Name)

Vista Pacifica Center
(Organization Name)

President
(Title)

3674 Pacific Avenue
Jurupa Valley, CA 92509
(Organization Address)


(Signature)

4/26/22
(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Behavioral Health and Recovery Services (MC-BHRS) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, County and the Contractor mutually agree as follows:

I. Privacy and Confidentiality

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

Addendum A – Page 2

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is store
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

Addendum A – Page 3

- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

Addendum A – Page 4

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

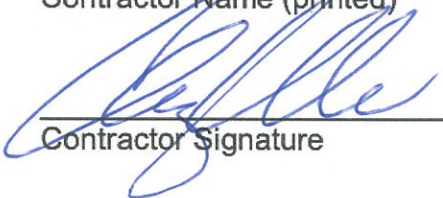
XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

Addendum A – Page 6

Signature Page

Cheryl Jumonyville
Contractor Name (printed)


Contractor Signature

President
Contractor Title

Vista Pacifica Center
Contractor's Agency Name

April 26, 2022
Date



Mendocino County BHRS Services Contract Claim Form

Submit Invoice to: Mendocino County – BHRS
Attn: Jenine Miller
1120 S. Dora Street
Ukiah California

Contractor: Name
Attn: Contact
Address
City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	



Mendocino County Board of Supervisors Agenda Summary

Item #: 3k)

To: Board of Supervisors

From: Behavioral Health

Meeting Date: February 7, 2023

Department Contact: Jenine Miller, Psy.D.

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Amendment to BOS Agreement No. 22-132 with Willow Glen Care Center in the Amount of \$455,000 for a New Agreement Total of \$755,000, to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective Upon Full Execution, through June 30, 2023

Recommended Action/Motion:

Approve Amendment to BOS Agreement No. 22-132 with Willow Glen Care Center in the amount of \$455,000 for a new Agreement total of \$755,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective upon full execution, through June 30, 2023; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

June 7, 2022, Item 3(v), Approval of Agreement No. BOS-22-132.

Summary of Request:

The Lanterman-Petris-Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Willow Glen Care Center is one of a few residential care facilities able to provide services to Mendocino County LPS clients. Willow Glen Care Center, located in Yuba City, California, provides a broad range of services in

Item #: 3k)

different locations to adults requiring a structured environment due to mental health challenges. Services include group therapy, trainings, entertainment/recreation, transportation and programs to promote the recovery of clients for independent living in the community. The County's goal is to transfer clients to a less restrictive residential setting as soon as they are able.

On June 7, 2022, the Mendocino County Board of Supervisors approved Agreement No. BOS-22-132 with Willow Glen Care Center for mental health residential treatment services. The original amount of the Agreement was estimated based on the number of clients at Willow Glen Care Center in the beginning of the fiscal year, with the anticipation of some clients moving to a lower level of care before the end of the contract period. This estimate was inaccurate, with more clients continuously needing a higher level of care throughout the term of the Agreement. The proposed Amendment to Agreement No. BOS-22-132 increases the total amount available for mental health residential treatment services, in order to continue court mandated mental health services to Mendocino County LPS conserved clients.

Alternative Action/Motion:

Return to staff for alternative handling.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050

current f/y cost: \$755,000

annual recurring cost: N/A

budget clarification: Due to the diversity of clients, some specialized placement agreements with other contractors have been underutilized. Funding for this Amendment with Willow Glen Care Center comes from the distribution of those unused LPS placements funds, which are immediately available for use. f

budgeted in current f/y: Yes

if no, please describe: Additional funds come from underutilized agreements with other residential treatment contractors for fiscal year 22-23.

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved

Executed Item Type: Agreement Number: 22-132-A1



Item #: 3k)

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 22-132**

This Amendment to BOS Agreement No. 22-132 is entered into this 7th day of Feb , 2023 , by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Willow Glen Care Center, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 22-132 was entered into on July 1, 2022; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount in BOS Agreement No. 22-132, from \$300,000 to \$755,000.

NOW, THEREFORE, we agree as follows:

1. The amount in BOS Agreement No. 22-132 is hereby increased from \$300,000 to \$755,000.

All other terms and conditions of BOS Agreement No. 22-132 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., BHRS Director

Date: 1/20/23

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-3162

Org/Object Code: MHMH75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 02/07/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/07/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/07/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

01/20/2023
Date: _____

CONTRACTOR/COMPANY NAME

By: [Signature]
Jeff Payne, Executive Director

Date: 1/23/23

NAME AND ADDRESS OF CONTRACTOR:

Willow Glen Care Center, Inc.
1547 Plumas Court
Yuba City, CA 95991
530-751-9904
jpayne@hmqc.us

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

01/20/2023
Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

01/20/2023
Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ EB# 23-74

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside Mendocino County



Mendocino County

Legislation Text

File #: 22-0819, Version: 1

Item No. 3(v)

To: Board of Supervisors

From: Behavioral Health

Meeting Date: June 7, 2022

Department Contact: Jenine Miller

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Willow Glen Care Center in the Amount of \$300,000 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2022 through June 30, 2023

Recommended Action/Motion:

Approve Agreement with Willow Glen Care Center in the amount of \$300,000 to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2022 through June 30, 2023; authorize the Behavioral Health and Recovery Services Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Ongoing Item. Most recent action, April 5, 2022, Item No. 3(t), BOS Agreement No. 21-124-A1.

Summary of Request:

The Lanterman-Petris-Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Willow Glen Care Center is one of a few residential care facilities able to provide services to Mendocino County LPS clients. Willow Glen Care Center, located in Yuba City, California, provides a broad range of services in different locations to adults requiring a structured environment due to mental health challenges. Services include group therapy, trainings, entertainment/recreation, transportation and programs to promote the

recovery of clients for independent living in the community. The County's goal is to transfer clients to a less restrictive residential setting as soon as they are able.

Alternative Action/Motion:

Return to staff for alternative handling.

How Does This Item Support the General Plan? Page 3-62 - Goal DE-29: A healthy population which has access to health care.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050

current f/y cost: \$300,000

annual recurring cost: \$300,000

budget clarification:

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, Assistant CEO

CEO Review: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk II

Date: June 13, 2022

Final Status: Approved

Executed Item Type: Agreement **Number:** 22-132



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Willow Glen Care Center, Inc.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its mental health residential treatment services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Attachment 1	Invoice

The term of this Agreement shall be from July 1, 2022 (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Thousand Dollars (\$300,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., Behavioral Health
Director

Date: 5/3/22

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-3162

Org/Object Code: MHMS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 06/13/2022

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/13/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/13/2022

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 04/26/2022

CONTRACTOR/COMPANY NAME

By: [Signature]
Jeff Payne, Executive Director

Date: 5-17-22

NAME AND ADDRESS OF CONTRACTOR:

Willow Glen Care Center, Inc.
1547 Plumas Court
Yuba City, CA 95991

530-751-9904; jpayne@wgcc.us

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 04/26/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 04/26/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 22-41
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: out of county contractor

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided

that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

To CONTRACTOR: Willow Glen Care Center, Inc.
1547 Plumas Court
Yuba City, CA 95991
Attn: Jeff Payne

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

- c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **SANCTIONED EMPLOYEE:** CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be

checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

17. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the

foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$300,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
21. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
22. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibits B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

34. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be

deemed, and shall have the same legal force and effect as, an original document.

35. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 20 (Termination) or (d) pursue any and all other remedies at law or in equity.
37. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

This is a fee for service contract with no minimum beds reserved. All services provided will be in accordance with the following description of services. All referrals will come from or be approved by the Mendocino County Behavioral Health and Recovery Services (BHRS) Director or designee for reimbursement.

1. CONTRACTOR will operate multiple twenty-four (24) hour residential care facilities, of different levels, for adults and elderly with mental health conditions, with the main office located in Yuba City, California. The facilities will remain licensed by the Community Care Licensing Division of the California Department of Social Services. CONTRACTOR will provide specialized residential care programs with a primary focus on continuous diagnostic assessments of the individual's mental health status, prevention of a mental health crisis, stabilization and maintenance of the mental health condition, and transitional planning with appropriate referrals to the least restrictive level of care. CONTRACTOR will coordinate with COUNTY and other community mental health providers to ensure that residents are placed in the program which best matches the residents' physical and mental health needs. CONTRACTOR shall provide the following programs:
 - A. Intensive Residential Care (IRC) Program – A 40-bed program in the Willow Glen Care Center facility specializing in residential care for chronically mentally ill adults and elderly who are unable to maintain traditional residential placement because of chronic behavioral problems. It is oriented to those residents who need an intermediate placement before returning to a board and care, or for clients who are transitioning from an acute psychiatric inpatient program, Institution for Mental Diseases (IMD) or State Hospital. The IRC Program shall:
 - i. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for clients to transition to a lower level of care.
 - ii. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.
 - iii. Review residents on the weekly basis with the multidisciplinary team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary team will assess and review residents on the monthly basis with recommendations for transitioning to a lower level of care when indicated.
 - iv. Offer long-term residents a safe, secure and comfortable environment while continuing to encourage independence, self-awareness and goal

- setting.
- v. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development, and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.
- B. The Golden Beginnings Program – A 20-bed program in the Willow Glen Care Center facility designed to meet the unique needs of the elderly resident with chronic mental illness and/or dementia. The program recognizes that this important life stage is one where residents seek relaxation, reflection, and focus on the pleasures of life. The program provides an environment that assists the elderly to recognize and cope with the challenges of aging with dementia and mental illness while preserving residents' personal sense of dignity. The Golden Beginnings Program shall:
- i. Address specific issues of dementia and mental illness by providing a welcoming environment that seeks to minimize the loss of physical or cognitive abilities. The program shall utilize era-familiar decor to stimulate cognitive functioning, create a sense of belonging and diminish feelings of alienation that come with aging. The program shall make access to adaptive equipment and techniques available that allow the resident to maintain independence to minimize the decline of physical abilities. The multidisciplinary treatment team will closely monitor medication management, dietary management, and health to ensure the needs of the elderly residents are met.
- C. The Rosewood Program – A 40-bed adult residential facility within Willow Glen Care Center specializing in serving adults with mental health conditions. The program adopts the principles of wellness and recovery and is focused on returning residents to their communities and into lower levels of care. The Rosewood Program shall:
- i. Combine psychopharmacologic, cognitive and behavioral management along with introductory to advanced life skills education and training to provide individualized care that will aid residents to obtain their optimal level of functioning. The life skills should include, but are not limited to: assisting residents to better manage their mental illness, make informed decisions about their treatment, and pursue their own goals for recovery; and promoting overall wellness by assisting residents to develop the necessary skills to gain further independence.
 - ii. Offer structure, support and guidance for the needs and values of each resident, and encourage residents' involvement in the management of their mental health condition and overall well-being. Residents shall participate in a wide range of regularly scheduled strength-based

groups and activities that prepare them to move back into their communities or to improve overall functioning.

- D. Sequoia Psychiatric Treatment Center (SPTC) – A locked 16-bed mental health rehabilitation center. The Center provides a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing, and implementing the skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements. The goal of SPTC is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care.
- E. Cedar Grove – A locked 44-bed Mental Health Rehabilitation Center (MHRC) specializing in structured supervision and care for chronically mentally ill adults who are unable to maintain placement at lower levels of care. Cedar Grove provides a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing and implementing the skills necessary to reduce utilization of inpatient hospital days and provides a stable placement in a secure environment. The goal of Cedar Grove program is to assist identified mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. The Cedar Grove Program shall:
 - i. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities, and preparation for clients to transition to a lower level of care when appropriate.
 - ii. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.
 - iii. Review residents on a weekly basis with the multidisciplinary team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary team will assess and review residents on a monthly basis with recommendations for transitioning to a lower level of care when indicated.
 - iv. Offer long-term residents a safe, structured, secure and comfortable environment while continuing to encourage independence, self-awareness, and goal setting.
 - v. Offer a variety of activities which include, but are not limited to:
 - a. Crisis Prevention
 - b. Psychopharmacologic Medication Evaluation and Management
 - c. Wellness and Recovery Services
 - d. Medical Service Referral
 - e. Peer Support Groups

- f. Client Advocacy
 - g. Therapeutic Community
 - h. Planned Activities including:
 - 1) Substance Use Disorder education
 - 2) Competency restoration
 - i. Daily Living Skills
 - vi. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.
- F. Redwood Creek – A 16-bed adult residential care facility in Willits, California. The program specializes in serving voluntary and conserved adults with severe and persistent mental health conditions. The purpose of the Redwood Creek program is to provide program resources, interventions and support necessary to assist the client towards stabilization, recovery and to successfully function in the least restrictive environment possible. The Redwood Creek program shall:
- i. Review clients on the monthly basis or more often, as needed, with the multidisciplinary team with a recommendation for transitioning to a lower level of care when indicated.
 - ii. Discharge clients from this facility when they have successfully completed their recovery plan and meet a lower level of care criteria or when the client needs a higher level of medical or psychiatric care. Conserved clients will be discharged in consultation and approval of both the Mendocino County Public Guardian and Mendocino County Behavioral Health and Recovery Services (BHRS) Director or designee.
 - iii. Offer a variety of activities which include, but are not limited to:
 - a. Crisis Prevention
 - b. Psychopharmacologic Medication Evaluation and Management
 - c. Wellness and Recovery Services
 - d. Medical Service Referral
 - e. Community/Peer Support Groups
 - f. Client Advocacy
 - g. Community Reintegration
 - h. Therapeutic Community
 - i. Planned Activities
 - j. Daily Living Skills
 - k. Program Management

2. CONTRACTOR shall ensure treatment progress will be reviewed at least monthly, or

more often as necessary, by the treatment team, the resident's guardian and County Case management to determine ongoing service necessity. When appropriate the treatment team may recommend and coordinate with the guardian and County BHRS for the resident's transfer from one program to another at the Center in order to preserve placement in the least restrictive level of care or to facilitate transition to the lowest level of care possible.

3. CONTRACTOR shall communicate with COUNTY upon receipt of third party requests or demands to assess and evaluate individuals for treatment. Such access to clients requires prior written approval from the BHRS Director or designee.
4. CONTRACTOR agrees to provide two (2) Lanterman-Petris-Short (LPS) Conservatorship Declarations, if the client is a conservatee. The Declarations, which will be completed by two (2) physicians or licensed psychologists who have a doctoral degree in psychology and at least five (5) years of post-graduate experience in the diagnosis and treatment of emotional and mental disorders, will certify whether the conservatee is still gravely disabled as a result of a mental disorder. Declarations are to be completed at least annually and up to every six (6) months and forwarded to the COUNTY. In the instance that CONTRACTOR must utilize a psychiatrist or psychologist that is not employed with the CONTRACTOR, the CONTRACTOR will accept responsibility for the cost of the assessment, except when authorized in writing, and in advance by the Mendocino County BHRS Director or designee.
5. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

6. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
7. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
8. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1. COUNTY will pay CONTRACTOR as per the following instructions:

A. Daily Residential rate for:

Facility	Number of clients	Daily Rates per Client
Redwood Creek	13-16	\$170
	10-12	\$225
	7-9	\$285
	0-6	\$310
Willow Glen/Rosewood	85-100	\$170
	70-84	\$185
	0-69	\$199
Cedar Grove	36-44	\$340
	31-35	\$360
	0-30	\$380
Sequoia Psychiatric Treatment Center		\$375

B. COUNTY will reimburse for an ancillary fee of \$100 per day for required one-on-one client supervision to prevent hospitalization, injury and property damage. Written pre-authorization by the COUNTY BHRS Director or designee is required. Ancillary fee to be identified on monthly invoice (Not Medi-Cal reimbursable).

C. COUNTY will reimburse CONTRACTOR for invoices for renewal of Conservatorship Declaration by Psychiatrist/Physician/Psychologist when the request for completion of the declaration and the amount charged by the Psychiatrist/Physician/Psychologist has been requested and authorized in writing in advance by the Mendocino County BHRS Director or designee.

D. CONTRACTOR will submit client notes with invoices on a monthly basis to the COUNTY. Itemize invoice by Provider Site, Client, Date of Service, Current Procedural Terminology (CPT) Code and Rate.

E. CONTRACTOR shall comply with Mental Health Plan (MHP), State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings. CONTRACTOR and MHP shall each be responsible for any audit exceptions or disallowances on their part. MHP shall not withhold payment from

CONTRACTOR for exceptions or disallowances for which the MHP is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).

F. CONTRACTOR will bill COUNTY on a monthly basis on an approved invoice (Attachment 1).

G. CONTRACTOR shall submit invoices by the 10th of the month following month of services. Invoices received after the 10th of the subsequent month will not be paid.

H. CONTRACTOR shall send invoices to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S Dora St.
Ukiah, CA 95482
Attn: Jenine Miller

I. If Cost Report Settlement is required, CONTRACTOR is responsible for the submission of all cost reports by October 31, 2023. Payment shall be required by MHP or CONTRACTOR within sixty (60) days of Settlement or as otherwise mutually agreed.

J. The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Thousand Dollars (\$300,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
Behavioral Health and Recovery Services
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **Willow Glen Care Center, Inc.**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000

21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women
22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

5-12-27
Date


CONTRACTOR Signature

1547 Plumas Court Yuba City, CA 95991
Address of CONTRACTOR

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications 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 government 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/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Jeff Payne

(Type Name)

Executive Director

(Title)



(Signature)

Willow Glen Care Center, Inc.

(Organization Name)

1547 Plumas Court
Yuba City, CA 95991

(Organization Address)

5-12-22

(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, County and the Contractor mutually agree as follows:

I. Privacy and Confidentiality

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

Addendum A – Page 2

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is store
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

Addendum A – Page 3

- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

Addendum A – Page 4

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Addendum A – Page 5

VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

Addendum A – Page 6

Signature Page

Jeff Payne
Contractor Name (printed)


Contractor Signature

Executive Director
Contractor Title

Willow Glen Care Center, Inc.
Contractor's Agency Name

5-12-22
Date



Attachment 1

Mendocino County BHRS

Services Contract Claim Form

Submit Invoice to:

Mendocino County – BHRS
Attn: Jenine Miller
1120 S. Dora Street
Ukiah California

Contractor:

Name
Attn: Contact
Address
City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Willow Glen Care Center, Inc.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its mental health residential treatment services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Attachment 1	Invoice

The term of this Agreement shall be from July 1, 2022 (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Thousand Dollars (\$300,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., Behavioral Health
Director

Date: 5/3/22

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-3162

Org/Object Code: MHMS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 04/26/2022

CONTRACTOR/COMPANY NAME

By: [Signature]
Jeff Payne, Executive Director

Date: 5-12-22

NAME AND ADDRESS OF CONTRACTOR:

Willow Glen Care Center, Inc.
1547 Plumas Court
Yuba City, CA 95991

530-751-9904; jpayne@wgcc.us

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 04/26/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 04/26/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 22-41
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: out of county contractor

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided

that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

To CONTRACTOR: Willow Glen Care Center, Inc.
1547 Plumas Court
Yuba City, CA 95991
Attn: Jeff Payne

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

- c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **SANCTIONED EMPLOYEE:** CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be

checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

17. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the

foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$300,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
21. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
22. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibits B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

34. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be

deemed, and shall have the same legal force and effect as, an original document.

35. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 20 (Termination) or (d) pursue any and all other remedies at law or in equity.
37. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

This is a fee for service contract with no minimum beds reserved. All services provided will be in accordance with the following description of services. All referrals will come from or be approved by the Mendocino County Behavioral Health and Recovery Services (BHRS) Director or designee for reimbursement.

1. CONTRACTOR will operate multiple twenty-four (24) hour residential care facilities, of different levels, for adults and elderly with mental health conditions, with the main office located in Yuba City, California. The facilities will remain licensed by the Community Care Licensing Division of the California Department of Social Services. CONTRACTOR will provide specialized residential care programs with a primary focus on continuous diagnostic assessments of the individual's mental health status, prevention of a mental health crisis, stabilization and maintenance of the mental health condition, and transitional planning with appropriate referrals to the least restrictive level of care. CONTRACTOR will coordinate with COUNTY and other community mental health providers to ensure that residents are placed in the program which best matches the residents' physical and mental health needs. CONTRACTOR shall provide the following programs:

- A. Intensive Residential Care (IRC) Program – A 40-bed program in the Willow Glen Care Center facility specializing in residential care for chronically mentally ill adults and elderly who are unable to maintain traditional residential placement because of chronic behavioral problems. It is oriented to those residents who need an intermediate placement before returning to a board and care, or for clients who are transitioning from an acute psychiatric inpatient program, Institution for Mental Diseases (IMD) or State Hospital. The IRC Program shall:
 - i. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for clients to transition to a lower level of care.
 - ii. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.
 - iii. Review residents on the weekly basis with the multidisciplinary team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary team will assess and review residents on the monthly basis with recommendations for transitioning to a lower level of care when indicated.
 - iv. Offer long-term residents a safe, secure and comfortable environment while continuing to encourage independence, self-awareness and goal

- setting.
- v. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development, and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.
- B. The Golden Beginnings Program – A 20-bed program in the Willow Glen Care Center facility designed to meet the unique needs of the elderly resident with chronic mental illness and/or dementia. The program recognizes that this important life stage is one where residents seek relaxation, reflection, and focus on the pleasures of life. The program provides an environment that assists the elderly to recognize and cope with the challenges of aging with dementia and mental illness while preserving residents' personal sense of dignity. The Golden Beginnings Program shall:
- i. Address specific issues of dementia and mental illness by providing a welcoming environment that seeks to minimize the loss of physical or cognitive abilities. The program shall utilize era-familiar decor to stimulate cognitive functioning, create a sense of belonging and diminish feelings of alienation that come with aging. The program shall make access to adaptive equipment and techniques available that allow the resident to maintain independence to minimize the decline of physical abilities. The multidisciplinary treatment team will closely monitor medication management, dietary management, and health to ensure the needs of the elderly residents are met.
- C. The Rosewood Program – A 40-bed adult residential facility within Willow Glen Care Center specializing in serving adults with mental health conditions. The program adopts the principles of wellness and recovery and is focused on returning residents to their communities and into lower levels of care. The Rosewood Program shall:
- i. Combine psychopharmacologic, cognitive and behavioral management along with introductory to advanced life skills education and training to provide individualized care that will aid residents to obtain their optimal level of functioning. The life skills should include, but are not limited to: assisting residents to better manage their mental illness, make informed decisions about their treatment, and pursue their own goals for recovery; and promoting overall wellness by assisting residents to develop the necessary skills to gain further independence.
 - ii. Offer structure, support and guidance for the needs and values of each resident, and encourage residents' involvement in the management of their mental health condition and overall well-being. Residents shall participate in a wide range of regularly scheduled strength-based

groups and activities that prepare them to move back into their communities or to improve overall functioning.

- D. Sequoia Psychiatric Treatment Center (SPTC) – A locked 16-bed mental health rehabilitation center. The Center provides a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing, and implementing the skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements. The goal of SPTC is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care.
- E. Cedar Grove – A locked 44-bed Mental Health Rehabilitation Center (MHRC) specializing in structured supervision and care for chronically mentally ill adults who are unable to maintain placement at lower levels of care. Cedar Grove provides a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing and implementing the skills necessary to reduce utilization of inpatient hospital days and provides a stable placement in a secure environment. The goal of Cedar Grove program is to assist identified mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. The Cedar Grove Program shall:
 - i. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities, and preparation for clients to transition to a lower level of care when appropriate.
 - ii. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.
 - iii. Review residents on a weekly basis with the multidisciplinary team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary team will assess and review residents on a monthly basis with recommendations for transitioning to a lower level of care when indicated.
 - iv. Offer long-term residents a safe, structured, secure and comfortable environment while continuing to encourage independence, self-awareness, and goal setting.
 - v. Offer a variety of activities which include, but are not limited to:
 - a. Crisis Prevention
 - b. Psychopharmacologic Medication Evaluation and Management
 - c. Wellness and Recovery Services
 - d. Medical Service Referral
 - e. Peer Support Groups

- f. Client Advocacy
 - g. Therapeutic Community
 - h. Planned Activities including:
 - 1) Substance Use Disorder education
 - 2) Competency restoration
 - i. Daily Living Skills
 - vi. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.
- F. Redwood Creek – A 16-bed adult residential care facility in Willits, California. The program specializes in serving voluntary and conserved adults with severe and persistent mental health conditions. The purpose of the Redwood Creek program is to provide program resources, interventions and support necessary to assist the client towards stabilization, recovery and to successfully function in the least restrictive environment possible. The Redwood Creek program shall:
- i. Review clients on the monthly basis or more often, as needed, with the multidisciplinary team with a recommendation for transitioning to a lower level of care when indicated.
 - ii. Discharge clients from this facility when they have successfully completed their recovery plan and meet a lower level of care criteria or when the client needs a higher level of medical or psychiatric care. Conserved clients will be discharged in consultation and approval of both the Mendocino County Public Guardian and Mendocino County Behavioral Health and Recovery Services (BHRS) Director or designee.
 - iii. Offer a variety of activities which include, but are not limited to:
 - a. Crisis Prevention
 - b. Psychopharmacologic Medication Evaluation and Management
 - c. Wellness and Recovery Services
 - d. Medical Service Referral
 - e. Community/Peer Support Groups
 - f. Client Advocacy
 - g. Community Reintegration
 - h. Therapeutic Community
 - i. Planned Activities
 - j. Daily Living Skills
 - k. Program Management

2. CONTRACTOR shall ensure treatment progress will be reviewed at least monthly, or

more often as necessary, by the treatment team, the resident's guardian and County Case management to determine ongoing service necessity. When appropriate the treatment team may recommend and coordinate with the guardian and County BHRS for the resident's transfer from one program to another at the Center in order to preserve placement in the least restrictive level of care or to facilitate transition to the lowest level of care possible.

3. CONTRACTOR shall communicate with COUNTY upon receipt of third party requests or demands to assess and evaluate individuals for treatment. Such access to clients requires prior written approval from the BHRS Director or designee.
4. CONTRACTOR agrees to provide two (2) Lanterman-Petris-Short (LPS) Conservatorship Declarations, if the client is a conservatee. The Declarations, which will be completed by two (2) physicians or licensed psychologists who have a doctoral degree in psychology and at least five (5) years of post-graduate experience in the diagnosis and treatment of emotional and mental disorders, will certify whether the conservatee is still gravely disabled as a result of a mental disorder. Declarations are to be completed at least annually and up to every six (6) months and forwarded to the COUNTY. In the instance that CONTRACTOR must utilize a psychiatrist or psychologist that is not employed with the CONTRACTOR, the CONTRACTOR will accept responsibility for the cost of the assessment, except when authorized in writing, and in advance by the Mendocino County BHRS Director or designee.
5. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

6. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
7. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
8. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1. COUNTY will pay CONTRACTOR as per the following instructions:

A. Daily Residential rate for:

Facility	Number of clients	Daily Rates per Client
Redwood Creek	13-16	\$170
	10-12	\$225
	7-9	\$285
	0-6	\$310
Willow Glen/Rosewood	85-100	\$170
	70-84	\$185
	0-69	\$199
Cedar Grove	36-44	\$340
	31-35	\$360
	0-30	\$380
Sequoia Psychiatric Treatment Center		\$375

B. COUNTY will reimburse for an ancillary fee of \$100 per day for required one-on-one client supervision to prevent hospitalization, injury and property damage. Written pre-authorization by the COUNTY BHRS Director or designee is required. Ancillary fee to be identified on monthly invoice (Not Medi-Cal reimbursable).

C. COUNTY will reimburse CONTRACTOR for invoices for renewal of Conservatorship Declaration by Psychiatrist/Physician/Psychologist when the request for completion of the declaration and the amount charged by the Psychiatrist/Physician/Psychologist has been requested and authorized in writing in advance by the Mendocino County BHRS Director or designee.

D. CONTRACTOR will submit client notes with invoices on a monthly basis to the COUNTY. Itemize invoice by Provider Site, Client, Date of Service, Current Procedural Terminology (CPT) Code and Rate.

E. CONTRACTOR shall comply with Mental Health Plan (MHP), State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings. CONTRACTOR and MHP shall each be responsible for any audit exceptions or disallowances on their part. MHP shall not withhold payment from

CONTRACTOR for exceptions or disallowances for which the MHP is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).

F. CONTRACTOR will bill COUNTY on a monthly basis on an approved invoice (Attachment 1).

G. CONTRACTOR shall submit invoices by the 10th of the month following month of services. Invoices received after the 10th of the subsequent month will not be paid.

H. CONTRACTOR shall send invoices to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S Dora St.
Ukiah, CA 95482
Attn: Jenine Miller

I. If Cost Report Settlement is required, CONTRACTOR is responsible for the submission of all cost reports by October 31, 2023. Payment shall be required by MHP or CONTRACTOR within sixty (60) days of Settlement or as otherwise mutually agreed.

J. The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Thousand Dollars (\$300,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
Behavioral Health and Recovery Services
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **Willow Glen Care Center, Inc.**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000

21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women
22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

5-12-27

CONTRACTOR Signature

1547 Plumas Court Yuba City, CA 95991
Address of CONTRACTOR

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications 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 government 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/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Jeff Payne

(Type Name)

Executive Director

(Title)



(Signature)

Willow Glen Care Center, Inc.

(Organization Name)

1547 Plumas Court
Yuba City, CA 95991

(Organization Address)

5-12-22

(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, County and the Contractor mutually agree as follows:

I. Privacy and Confidentiality

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

Addendum A – Page 2

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is store
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

Addendum A – Page 3

- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

Addendum A – Page 4

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

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VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

Addendum A – Page 6

Signature Page

Jeff Payne
Contractor Name (printed)


Contractor Signature

Executive Director
Contractor Title

Willow Glen Care Center, Inc.
Contractor's Agency Name

5-12-22
Date



Attachment 1

Mendocino County BHRS

Services Contract Claim Form

Submit Invoice to:

Mendocino County – BHRS
Attn: Jenine Miller
1120 S. Dora Street
Ukiah California

Contractor:

Name
Attn: Contact
Address
City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	



Mendocino County Board of Supervisors Agenda Summary

Item #: 3l)

To: Board of Supervisors

From: Behavioral Health

Meeting Date: February 7, 2023

Department Contact: Jenine Miller

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Agreement with Tulare County Office of Education in the Amount of \$30,000, for Friday Night Live Affiliated Grant Expenditures Using Substance Abuse Prevention Block Grant Funds, Effective May 1, 2022, through June 30, 2023

Recommended Action/Motion:

Approve retroactive Agreement with Tulare County Office of Education in the amount of \$30,000, for Friday Night Live affiliated grant expenditures using Substance Abuse Prevention Block Grant funds, effective May 1, 2022, through June 30, 2023; authorize the Behavioral Health and Recovery Services Director or designee to sign Amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

March, 1, 2022, Item 3(y), Approval of Revenue Agreement No. BOS-22-055.

October 18, 2022, Item 3(p), Approval of Revenue Agreement No. BOS-22-257.

Summary of Request:

The Department of Health Care Services, Substance Abuse Block Grant (SABG) funded revenue Agreements No. BOS-22-055 and No. BOS-22-257 between Tulare County Superintendent of Schools and Mendocino County Behavioral Health and Recovery Services (BHRS) for the Friday Night Live (FNL) Tobacco Advocacy Project. BHRS is authorized to use these funds for increasing and expanding FNL activities in Mendocino County. FNL is a partnership with youth in the community, providing opportunities for skills development, and youth leadership and activism around substance use prevention.

Using SABG funding, BHRS added additional chapters of FNL, and was able to support Mendocino County youth and mentors to attend the FNL Youth Summit in June of 2022 and November of 2022. Costs for this event included awareness raising FNL materials, and room and conference registration fees. These events were facilitated through Tulare County Office of Education (TCOE), and due to funding requirements, TCOE paid event fees incurred by Mendocino County up-front, to be reimbursed later using SABG funds.

BHRS originally planned to directly utilize SABG funding from revenue Agreements No. BOS-22-055 and No. BOS-22-257 for FNL Youth Summit expenses through simple withdrawals and payments to TCOE, but later learned this was not allowable. As a result, the proposed reimbursement Agreement with TCOE outlines the

Item #: 31)

terms of this transaction, allowing BHRS to reimburse TCOE for Mendocino County's FNL Youth Summit expenses.

Due to a lengthy negotiation period, the proposed Agreement with TCOE processed after the June and November 2022 FNL events, necessitating a retroactive start date.

Alternative Action/Motion:

Return to staff for alternative handling.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: <https://fridaynightlive.tcoe.org/about-us/cfnlp-overview>

Fiscal Details:

source of funding: DHCS SABG (CFNLP Mini Grant)

budgeted in current f/y: No

current f/y cost: FY 21/22 \$11,000, FY 22/23 \$19,000

if no, please describe: Higher Allocation from TCOE; Requesting Q2 Adjustment

annual recurring cost: Varies with grant allocations

revenue agreement: No

budget clarification: Associated with Revenue Agreements BOS-22-055 and BOS-22-257.

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved

Executed Item Type: Agreement Number: 23-021



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Tulare County Office of Education**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR to purchase California Friday Night Live Partnership (CFNLP) branded materials and/or pay for CFNLP expenditures on behalf of COUNTY; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment 1	California Friday Night Live Materials Order Form
Attachment 2	Friday Night Live Youth Summit Flyer

The term of this Agreement shall be from May 1, 2022 (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed Thirty Thousand Dollars (\$30,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., BHRS Director

Date: 1/10/23

Budgeted: ☐ Yes ☒ No

Budget Unit: 4012

Line Item: 86-2239

Org/Object Code: DD0158

Grant: ☒ Yes ☐ No

Grant No.: CFNLP Mini Grant via TCOE

COUNTY OF MENDOCINO

By: [Signature]
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 02/07/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/07/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/07/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 01/03/2023

CONTRACTOR/COMPANY NAME

By: [Signature]
Tim Hire, County Superintendent of Schools

Date: 1/1/23

NAME AND ADDRESS OF CONTRACTOR:

Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091
(599) 733-6300

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 01/03/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 01/03/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 23-25
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside Mendocino County

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. **ACCIDENTS:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile Transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Behavioral Health & Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller
CC: Community Wellness Supervisor

To CONTRACTOR: Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091
Attn: Tim Hire

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **SANCTIONED EMPLOYEE:** CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

17. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement.

CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$30,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
21. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
22. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective

unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibits B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other

proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

34. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
37. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
38. **CONTRACTOR NOTIFICATION OF BREACH OR IMPROPER DISCLOSURES:** The State Contract requires County to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). Contractor shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII

and/or PHI by Contractor, notify County's Privacy Officer of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon County's knowledge of a material breach or violation by Contractor of the agreement between County and the Contractor, County shall:

- a. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate the agreement if the Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate the agreement if the Contractor has breached a material term of the agreement and cure is not possible.
- c. In the event that the State Contract requires County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

I. CONTRACTOR, Tulare County Office of Education, shall:

- A. Provide California Friday Night Live Partnership (CFNLP) branded materials (Attachment 1) as needed, and/or purchase CFNLP Leadership conference services, training, technical assistance and lodging expenditures according to the event flyer (Attachment 2).**

II. COUNTY shall:

- A. Reimburse CONTRACTOR for CFNLP expenditures upon receipt of an approved invoice.**

III. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

IV. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will reimburse CONTRACTOR as per the following instructions:
 - A. CONTRACTOR will submit invoices for California Friday Night Live Partnership (CFNL) merchandise and/or CFNL Leadership Conference travel expenditures.
 - B. CONTRACTOR shall submit invoices to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller cc. Community Wellness Supervisor
- II. The compensation payable to CONTRACTOR hereunder shall not exceed Thirty Thousand Dollars (\$30,000) for the term of this Agreement.
 - A. Compensation for May 1, 2022 – June 30, 2022 shall not exceed Eleven Thousand Dollars (\$11,000) for the term of this Agreement without Behavioral Health and Recovery Services (BHRS) Director approval.
 - B. Compensation for July 1, 2022 – June 30, 2023 shall not exceed Nineteen Thousand Dollars (\$19,000) for the term of this Agreement without BHRS Director approval.
 - C. Items available for reimbursement shall include Friday Night Live affiliated awareness raising materials and program identification materials (Attachment 1), and/or travel costs associated with the Friday Night Live Youth Summit and Leadership Training Institute (Attachment 2).
 - i. Travel costs include but are not limited to room registration and conference registration.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
MENDOCINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH & RECOVERY SERVICES
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: Tulare County Office of Education

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000
21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women

22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

11/9/23

CONTRACTOR Signature

P.O. Box 5091, Visalia, CA 93278-5091
Address of CONTRACTOR

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications 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 government 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/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Tim Hire
(Type Name)

Tulare County Office of Education
(Organization Name)

County Superintendent of Schools
(Title)

P.O. Box 5091
Visalia, CA 93278-5091
(Organization Address)


(Signature)

1/9/23
(Date)

Attachment 1



MATERIALS ORDER FORM

Revised March 2022

County
Mendocino

County Coordinator Signature

Contact

Email

Phone

Shipping Address
1120 S. Dora Street

City/Zip
Ukiah 95482

Description	Quantity	Price	Amount
NoMW window cling <small>NoMW = Not on My Watch</small>	_____	complementary	_____
NoMW button (2.5" round)	_____	\$0.35	_____
NoMW door hanger	_____	\$0.30	_____
Casey's Pledge banner (8' x 3')	_____	\$75.00	_____
Casey's Pledge wristbands	_____	\$0.40	_____
Casey's Pledge pre-cut stars (Pack of 100)	_____	\$10.00	_____
Casey's Pledge DVD's - Check here for electronic version <input type="checkbox"/>	_____	complementary	_____
FNL brush logo button (1.25" round)	_____	\$0.25	_____
FNL script logo button (2.75" x 1.75")	_____	\$0.45	_____
Club Live button (1.25" round)	_____	\$0.25	_____
FNL Kids button (2.75" x 1.75")	_____	\$0.45	_____
Lanyard	_____	\$1.15	_____
Graduation Cord	_____	\$1.50	_____
CFNLP folder	_____	\$0.75	_____
FNL pop socket	_____	\$1.25	_____
FNL brush logo sticker (2" x 2.5")	_____	\$0.30	_____
Club Live sticker (2.43" x 2")	_____	\$0.30	_____
FNL Kids sticker (4" x 2")	_____	\$0.45	_____
FNL pens	_____	\$1.50	_____
FNL notebook	_____	\$3.40	_____
FNL hand sanitizer	_____	\$2.25	_____
FNL backpack	_____	\$40.00	_____
FNL adjustable mask	_____	\$6.00	_____
FNL luggage tag	_____	\$1.15	_____
FNL Mentoring water bottle	_____	\$13.50	_____
FNL Mentoring notebook	_____	\$4.35	_____
FNL Mentoring pens	_____	\$1.50	_____
FNL Mentoring button (1.25" round)	_____	\$0.25	_____

Total*

Send completed form to Azulie at azulie.wilson@tcoe.org

*Counties will be invoiced for all materials - actual shipping costs, once items have shipped



AN ANAHEIM CITY PRESENTATION

ENL

Youth Summit

ANAHEIM, CA

SATURDAY START TIME: 9:00 AM - SUNDAY END TIME: 2:00 PM

JOIN US A DAY EARLY FOR SOME BONUS TRAINING!

LEADERSHIP DAY NOVEMBER 4TH

FRIDAY START TIME: 10:00 AM



REGISTRATION

- \$400 SUMMIT FEE INCLUDES LUNCH & DINNER ON SATURDAY AND BREAKFAST & LUNCH ON SUNDAY
- \$100 LEADERSHIP DAY FEE INCLUDES LUNCH & DINNER ON FRIDAY



ACCOMMODATIONS

- \$150 PER ROOM PER NIGHT
- ANAHEIM HILTON
777 CONVENTION WAY
ANAHEIM, CA 92802
- \$24 PARKING FEE PER CAR PER NIGHT (SELF PAY)

Registration opens on September 19th!



Mendocino County

Legislation Text

File #: 22-1192, **Version:** 1

To: Board of Supervisors

From: Behavioral Health

Meeting Date: October 18, 2022

Department Contact: Jenine Miller, Psy.D.

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Grant Agreement with Tulare County Superintendent of Schools in the Amount of \$19,000, to Implement a Club Live/Friday Night Live Chapter, Effective July 1, 2022 Through June 30, 2023

Recommended Action/Motion:

Approve retroactive grant Agreement with Tulare County Superintendent of Schools in the amount of \$19,000, to implement a Club Live/Friday Night Live Chapter, effective July 1, 2022, through June 30, 2023; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

N/A

Summary of Request:

Behavioral Health and Recovery Services (BHRS) opted in for Substance Abuse Block Grant (SABG) Friday Night Live funding through the California Friday Night Live Partnership, a California Department of Education Mini-Grant, 2021-22 Tobacco/Vaping Advocacy Project, that is administered by the Tulare County Office of Education (TCOE). On August 8, 2022, BHRS received a letter from TCOE, including the proposed grant Agreement between BHRS and Tulare County Superintendent of Schools for execution.

BHRS's Community Wellness Unit (CW), currently promotes wellness and health equity through programs designed to prevent problems before they occur. BHRS CW works within communities and with other stakeholders to increase the number of Mendocino County residents who are healthy at every stage of life. Through the proposed grant Agreement, BHRS CW will administer the Friday Night Live Tobacco Advocacy Project, to provide young people involved in the Friday Night Live Chapters, the opportunity to take part in advocacy and peer education efforts specific to tobacco and alternative tobacco products. The individuals involved with the project will build partnerships for positive and healthy youth development by engaging as active leaders and resources in their communities.

The proposed grant Agreement was received by BHRS on August 8, 2022, with a start date of July 1, 2022, necessitating retroactive approval.

Alternative Action/Motion:

Return to staff for alternative handling.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Tulare County

current f/y cost: Revenue \$19,000

annual recurring cost: TBD

budget clarification: N/A

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: Yes

Agreement/Resolution/Ordinance Approved by County Counsel: N/A

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 18, 2022

Final Status: Approved

Executed Item Type: Agreement Number: 22-257



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COUNTY OF MENDOCINO, CALIFORNIA

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File #: 22-0405 **Version:** 1 **Name:** **Item No. 3(y)**
Type: Approval **Status:** Consent Agenda
File created: 2/14/2022 **In control:** Behavioral Health and Recovery Services
On agenda: 3/1/2022 **Final action:**
Title: Approval of Retroactive Revenue Agreement with Tulare County Office of Education in the Amount of \$11,000 to Implement the Behavioral Health and Recovery Services' Friday Night Live Tobacco Advocacy Project, Effective November 1, 2021 through June 30, 2022
Attachments: 1. [Agreement 22-055](#), 2. [Tulare County Superintendent of Schools rev, \\$11,000, BHRS SUDT, 21-22, signed](#)

[History \(1\)](#)[Text](#)**To: Board of Supervisors****From:** Behavioral Health**Meeting Date:** March 1, 2022**Department Contact:** Jenine Miller, Psy.D.**Phone:** 707-472-2341**Item Type:** Consent Agenda**Time Allocated for Item:** N/A**Agenda Title:**

Approval of Retroactive Revenue Agreement with Tulare County Office of Education in the Amount of \$11,000 to Implement the Behavioral Health and Recovery Services' Friday Night Live Tobacco Advocacy Project, Effective November 1, 2021 through June 30, 2022

Recommended Action/Motion:

Approve retroactive revenue Agreement with Tulare County Office of Education in the amount of \$11,000 to implement the Behavioral Health and Recovery Services' Friday Night Live tobacco advocacy project, effective November 1, 2021 through June 30, 2022; authorize the Behavioral Health Director to sign any future amendments to the agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

N/A

Summary of Request:

The California Friday Night Live Partnership (CFNLP) is a program under the umbrella of Tulare County

Superintendent of Schools and has been supporting Mendocino County youth tobacco advocacy efforts for over fifteen years. The Friday Night Live Tobacco Advocacy Project administered by Behavioral Health and Recovery Services (BHRS) will provide young people involved in the Friday Night Live Chapters, the opportunity to take part in advocacy and peer education efforts specific to tobacco and alternative tobacco products. The individuals involved with the project build partnerships for positive and healthy youth development by engaging as active leaders and resources in their communities.

This agreement is retroactive because the documentation was received by BHRS after the November 2021 start date.

Alternative Action/Motion:

Return to staff for alternative handling.

Does This Item Support the General Plan? Yes

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Tulare County

current f/y cost: Revenue \$11,000

annual recurring cost: TBD

budget clarification:

budgeted in current f/y: No

if no, please describe: unanticipated

revenue agreement: Yes

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Darcie Antle, Assistant CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk II

Date: March 1, 2022

Final Status: **Approved**

Executed Item Type: Agreement Number:

22-055



AGENCY AGREEMENT

between

MENDOCINO COUNTY BEHAVIORAL HEALTH & RECOVERY SERVICES

and the

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

For TCOE Office Use

Vendor # _____

Req. # _____

PO # _____

Contract # 220433

BACKGROUND: The Tulare County Superintendent of Schools through its program, the California Friday Night Live Partnership (collectively referred to as "CFNLP"), wishes to enter into an agreement with Mendocino County Behavioral Health & Recovery Services (collectively referred to as CONTRACTOR) for a maximum amount of \$11,000 to support the implementation of a Tobacco Advocacy Project. The CFNLP has an agreement with the California Department of Education (CDE) to administer project-based contracts.

TERM: This Agreement will become effective as of November 1, 2021 and will expire on June 30, 2022, unless otherwise terminated as provided in this Agreement.

SCOPE OF WORK: CONTRACTOR will deliver:

1. Implementation of one substantial, comprehensive tobacco advocacy project over the course of the project term. The purpose of the project is to provide young people in Club Live (CL) and/or Friday Night Live (FNL) chapters the opportunity to engage in advocacy and peer education efforts specific to tobacco and alternative tobacco products (e-cigs, vaping, etc.). Youth and their adult allies are free to choose the focus and desired outcomes of their efforts, and the strategies they will employ.
2. Participation in technical assistance calls as needed with the CFNLP, to support and ensure successful project implementation throughout the project term.
3. Submission of one project plan and timeline per contracted site, detailing project goals and strategies to be used to reach them, to be approved by the CFNLP.
4. The Primary Prevention Substance Use Disorder Data System (PPSDS) must be updated for each contracted site, in accordance with reporting deadlines (see "Progress Toward Deliver Reports, Reporting Periods).

SPECIFIC CONTRACT REQUIREMENTS:

1. CONTRACTOR must submit all products developed under this agreement such as identity/promotional items, brochures, printed materials, posters, etc., to the CFNLP for pre-approval for production of products.
2. CONTRACTOR understands all work performed by CONTRACTOR under this agreement is deemed "work made for hire" (work) under the Copyright Act and CONTRACTOR assigns all rights, title and interest to CFNLP to any work product made, conceived, derived from, or reduced to practice by CONTRACTOR, CDE and which result directly or indirectly from this Agreement. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the property of CFNLP.
3. CDE shall be and remain, without additional compensation, the owners of any and all rights, title, and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR, CFNLP and which result directly or indirectly from this Agreement. CONTRACTOR agrees to execute all papers and to perform such other proper acts as CFNLP may deem necessary to secure for CFNLP or its designee the rights herein assigned.
4. Funds provided through this contract shall not be budgeted or spent on capital improvements, equipment over \$5,000, or entertainment.

5. Awards from this Request for Application (RFA) are valid and enforceable only if sufficient funds are made available from CDE for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature or any statute enacted by the State Legislature which may affect the provisions, terms, or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.
6. Ensure that Friday Night Live Standards of Practice are utilized throughout all stages of the project.

BUDGET: \$11,000

CONTRACTOR is eligible for up to \$11,000 for work performed under this Agreement. Payments will be made when evidence is provided that all deliverables have been completed, on a project-by-project basis.

INVOICES: CONTRACTOR shall submit an invoice upon the completion of deliverables. CONTRACTOR shall send the invoice no later than **July 15, 2022** by one of the three following methods:

MAIL	EMAIL	FAX
TO: Tulare County Office of Education California Friday Night Live Partnership Attn: Azulie Wilson 6200 South Mooney Blvd., PO Box 5091 Visalia, California 93278-5091	azulie.wilson@tcoe.org	(559) 737-4231

PROGRESS TOWARD DELIVERY REPORTS: CONTRACTOR will provide Progress Toward Delivery Reports that include the activities that are outlined in the Scope of Work. CONTRACTOR will submit final products from the appropriate period with progress reports. Failing to satisfactorily make progress toward deliverables may be cause for withholding payment and jeopardize the grant award. CFNLP will not make final payment until CONTRACTOR has submitted all work in a complete and acceptable form. The Progress Toward Delivery Report due dates are as follows:

Reporting Period 1: November 1, 2021– December 31, 2021

REPORT DUE JANUARY 15, 2022

Reporting Period 2: January 1, 2022 – March 31, 2022

REPORT DUE APRIL 15, 2022

Reporting Period 3: April 1, 2022 – June 30, 2022

REPORT DUE JULY 15, 2022

MODIFICATIONS: Necessary changes or modifications to this Agreement, including adjustment of deliverable activities, can be made to this agreement by mutual written consent of both parties, provided changes are made **prior** to the execution of any activity.

INDEPENDENT CONTRACTOR STATUS: This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent CONTRACTOR. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of CFNLP. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of CFNLP. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and CFNLP shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed.

INDEMNIFICATION: CFNLP and CONTRACTOR shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of CFNLP or CONTRACTOR or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

NOTICES: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Tulare County Office of Education
California Friday Night Live Partnership
Attn: Azulie Wilson
6200 South Mooney Blvd., PO Box 5091
Visalia, CA 93278-5091
Fax: 559-737-4231
Confirmation of Receipt: 559-733-6496

Mendocino County Behavioral Health &
Recovery Services
Attn: Jenine Miller, Psy.D.
Behavioral Health Director
1120 S. Dora Street
Ukiah, CA 95482
707-472-2300

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

TERMINATION: This Agreement may be terminated by either party with or without cause at any time by providing thirty (30) days advance written notice to the other party.

RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and private auditors of CFNLP and to their agents and representatives, for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

INSURANCE: Prior to approval of this Agreement by CFNLP, CONTRACTOR shall file with the Superintendent of the District evidence of the required insurance as set forth in Exhibit A attached.

CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

GOVERNING LAW: This Agreement is to be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this

Agreement is made and shall be performed in Tulare County, California.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court, or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect.

FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts as may be reasonably required to affect the purposes of this Agreement.

ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. CFNLP, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to CFNLP pursuant to this Agreement with other employees where CFNLP is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude CFNLP from terminating this Agreement with or without cause as provided for in this agreement.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, CFNLP is relying on the personal skill, expertise, training, and experience of CONTRACTOR and CONTRACTOR's employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CFNLP.

DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator will be mutually selected by the parties, but in case of disagreement, the mediator will be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator will be split equally by the parties, otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute. We hereby agree to this Agreement and certify that the agreements made here will be honored.

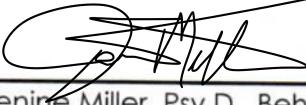
SIGNATURES:



Tim A. Hire,
Tulare County Superintendent of Schools

12/9/21

Date



Jenine Miller, Psy.D. Behavioral Health Director
Mendocino County Behavioral Health &
Recovery Services

1/25/22

Date

EXHIBIT A

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his/her agents, representatives, employees or subcontractors, if applicable.

A. MINIMUM SCOPE & LIMITS OF INSURANCE

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies, it must be no less than \$2,000,000. (Applies to all contracts.)
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence. (Applies when the contractor will be using an automobile to provide the services outlined in the contract.)
3. Workers' Compensation and Employer's Liability Insurance as required by law. (Applies to any business with employees.)
4. Professional Errors and Omissions Insurance of \$1,000,000. (Applies to architects, doctors, dentists, attorneys, and other contractors in similar professions.)

B. SPECIFIC PROVISIONS OF THE CERTIFICATE

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance, and Professional Errors and Omissions Insurance must meet the following requirements:
 - a. Name the SUPERINTENDENT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
 - b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by SUPERINTENDENT shall be excess.
 - c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the SUPERINTENDENT.

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:
 - a. Waiver of Subrogation. CONTRACTOR waives all rights against the SUPERINTENDENT and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

The SUPERINTENDENT Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. ACCEPTABILITY OF INSURANCE

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the SUPERINTENDENT'S Risk Manager or designee.

E. VERIFICATION OF COVERAGE

Prior to approval of this Agreement by the SUPERINTENDENT, the CONTRACTOR shall file with the SUPERINTENDENT, certificates of insurance with original endorsements effecting coverage in a form acceptable to the SUPERINTENDENT. The SUPERINTENDENT reserves the right to require certified copies of all required insurance policies at any time.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., Behavioral Health
Director

Date: 1/25/22

Budgeted: ☐ Yes ☒ No

Budget Unit: 4012

Line Item: 82-7700

Org/Object Code: DD0158

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 3/3/2022

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy 3/3/2022

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy 3/3/2022

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 01/19/2022

CONTRACTOR/COMPANY NAME

By: See page 5
Tim A. Hire, Tulare County
Superintendent of Schools

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Tulare County Office of Education
6200 South Mooney Blvd., PO Box 5091
Visalia, CA 93278

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 01/19/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 01/19/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: School Entity



Mendocino County Board of Supervisors

Agenda Summary

Item #: 3m)

To: Board of Supervisors

From: Executive Office County Counsel

Meeting Date: February 7, 2023

Department Contact: Darcie Antle

Phone: (707) 463-4441

Department Contact: Christian Curtis

Phone: (707) 234-6885

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records

Recommended Action/Motion:

Adopt resolution authorizing examination of sales or transactions and use tax records; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On December 13, 2022, the Board approved Mendocino County's Certification of the November 8, 2022, Statewide General Election, including the results of Measure O, the Citizen's Library Initiative, an Ordinance amending Chapter 5.170 of Title 5 of the Mendocino County Code expanding a Library Special Transactions and Use Tax, and the results of Measure P, the County Essential Services Sales Tax, an Ordinance adding Chapter 5.200 to Title 5 of the Mendocino County Code imposing a county essential services local transactions and use tax, both of which passed by a majority of voters. On January 10, 2023, this Board approved preparatory and administrative agreements with the California Department of Tax and Fee Administration for implementation of these new local transactions and use taxes and approved Resolution 23-003, A Resolution Authorizing Examination of Sales or Transactions and Use Tax Records.

Summary of Request:

On January 10, 2023, this Board approved agreements with California Department of Tax and Fee Administration (CDTFA) to allow for CDTFA to administer and collect the new local transactions and use taxes passed by the voters in Mendocino County (Measures O and P). This Board also approved Resolution 23-003 which authorizes examination of sales or transactions and use tax records and was intended to consolidate all previous similar resolutions passed by the Board of Supervisors for prior local transactions and use taxes. CDTFA representatives subsequently advised that minor revisions were needed to the resolution to properly supersede and consolidate all similar prior resolutions, specifically adding reference to the local ordinance adopting the Bradley-Burns sales tax (Ordinance No. 361), and Ordinance No. 4277, the original Mendocino Library Special Transactions and Use Tax from 2012. Additionally, this resolution corrects the official legal name of the consultant Hinderliter de Llamas and Associates dba HDL Companies, which is authorized to receive information on the local sales tax (Ordinance No. 361).

Alternative Action/Motion:

Item #: 3m)

Do not approve and provide alternate direction to staff.

Does This Item Support the General Plan? N/A

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: N/A

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Adopted

Executed Item Type: Resolution Number: 23-027



RESOLUTION NO. 23-027

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance Number 361, the County of Mendocino entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, on November 8, 2022, the citizens of the County of Mendocino voted to approve an Ordinance amending Chapter 5.170 of Title 5 of the Mendocino County Code expanding a library special local transactions and use tax, and pursuant to Ordinance Numbers 4510, 4387, and 4277, and Revenue and Taxation Code section 7270, the County entered into a contract with Department to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the Board of Supervisors of the County of Mendocino deems it desirable and necessary for authorized officers, employees and representatives of the County to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the County pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Chief Executive Officer, or other officer or employee of the County designated in writing by the Chief Executive Officer to the California Department of Tax and Fee Administration is hereby appointed to represent the County with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the County by the Department pursuant to the contract between the County and the Department.

Section 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of County sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the County:

- (a) Functions of the Chief Executive Officer
- (b) Functions of the Auditor-Controller/Treasurer-Tax Collector
- (c) Functions of the Assessor, Clerk-Recorder

The information obtained by examination of Department records shall be used only for those governmental functions of the County listed above.

Section 3. That Hinderliter de Llamas and Associates DBA HdL Companies is designated to examine the sales or transactions and use tax records of the Department pertaining to Ordinance No. 361, collected for the County by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the County and Hinderliter de Llamas and Associates DBA HdL Companies:

- a) has an existing contract with the County to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 4. That this resolution supersedes all prior resolutions of the Board of Supervisors of the County of Mendocino adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of County sales or transactions and use taxes by the Department pursuant to the contract between the County and the Department and for those purposes relating to the governmental functions of the County listed in section 2 of this resolution.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

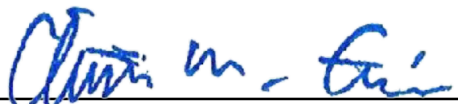
AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
 NOES: None
 ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
 Clerk of the Board


 Deputy

APPROVED AS TO FORM:
 CHRISTIAN M. CURTIS
 County Counsel


 Deputy


 GLENN MCGOURTY, Chair
 Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
 Clerk of the Board


 Deputy

RESOLUTION NO. 23-027

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance Number 361, the County of Mendocino entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, on November 8, 2022, the citizens of the County of Mendocino voted to approve an Ordinance amending Chapter 5.170 of Title 5 of the Mendocino County Code expanding a library special local transactions and use tax, and pursuant to Ordinance Numbers 4510, 4387, and 4277, and Revenue and Taxation Code section 7270, the County entered into a contract with Department to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the Board of Supervisors of the County of Mendocino deems it desirable and necessary for authorized officers, employees and representatives of the County to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the County pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Chief Executive Officer, or other officer or employee of the County designated in writing by the Chief Executive Officer to the California Department of Tax and Fee Administration is hereby appointed to represent the County with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the County by the Department pursuant to the contract between the County and the Department.

Section 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of County sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the County:

- (a) Functions of the Chief Executive Officer
- (b) Functions of the Auditor-Controller/Treasurer-Tax Collector
- (c) Functions of the Assessor, Clerk-Recorder

The information obtained by examination of Department records shall be used only for those governmental functions of the County listed above.

Section 3. That Hinderliter de Llamas and Associates DBA HdL Companies is designated to examine the sales or transactions and use tax records of the Department pertaining to Ordinance No. 361, collected for the County by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the County and Hinderliter de Llamas and Associates DBA HdL Companies:

- a) has an existing contract with the County to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 4. That this resolution supersedes all prior resolutions of the Board of Supervisors of the County of Mendocino adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of County sales or transactions and use taxes by the Department pursuant to the contract between the County and the Department and for those purposes relating to the governmental functions of the County listed in section 2 of this resolution.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
 NOES: None
 ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
 Clerk of the Board

 GLENN MCGOURTY, Chair
 Mendocino County Board of Supervisors

 Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
 CHRISTIAN M. CURTIS
 County Counsel

BY: DARCIE ANTLE
 Clerk of the Board

 Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3n)

To: Board of Supervisors

From: County Counsel and Executive Office

Meeting Date: February 7, 2023

Department Contact: Christian Curtis

Phone: 707-234-6885

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Acceptance of Update on County Public Records Act Fees

Recommended Action/Motion:

Accept update on County Public Records Act fees.

Previous Board/Board Committee Actions:

On July 12, 2022, the Mendocino County Board of Supervisors adopted Ordinance No. 4507, creating fees for copies of Public Records when more than one (1) hour of staff time is required.

Summary of Request:

Although all fifty (50) states and the federal government have open records laws making government documents available to the public, California is one (1) of six (6) states whose open records statutes limits the costs of recovery to the direct costs of duplication. California, however, allows counties to increase these fees by ordinance, to an amount not exceeding actual costs. Since 2014, a fees ordinance is the only means by which a County can ensure funding to offset the impact of Public Records Act requests on local tax revenues, because the State Constitution was amended to remove state funding for local transparency mandates.

In July of 2022, the Mendocino County Board of Supervisors enacted Ordinance No. 4507, creating fees for Public Records Act requests using more than one (1) hour of staff time per calendar month. At that time, the Board directed staff to return in six (6) and twelve (12) months with updates on the implementation of the ordinance. The attached staff report details progress on the use and implementation of the ordinance, additional information on the frequency and costs of Public Records Act requests in Mendocino County, and discussion of fee models from other jurisdictions.

Alternative Action/Motion:

1. Provide direction to staff on any program changes.
2. Refer item to committee.

Does This Item Support the General Plan? N/A

Strategic Plan Priority Designation: An Effective County Government

Item #: 3n)

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: N/A

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: N/A

CEO Liaison: Executive Office

CEO Review: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved





COUNTY OF MENDOCINO

Executive Office

DARCIE ANTLE
Interim Chief Executive Officer
Clerk of the Board

501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Email: ceo@co.mendocino.ca.us
Website: www.co.mendocino.ca.us

Office: (707) 463-4441
Facsimile: (707) 463-5649

MEMORANDUM

DATE: October 5, 2022

TO: County Department Heads and Elected Officials

FROM: Tim Hallman

SUBJECT: Public Records Act (PRA) Request and New Ordinance 4507 Fees

Attached with this memo, please find the County Memo that provides background and information on the process for charging fees for Mendocino County Ordinance 4507. Included with this memo is the process by which media entities may apply to have some of their PRA fees paid by the County of Mendocino (Attachment B).

If you have any questions, feel free to reach out to Tim Hallman (hallmanta@mendocinocounty.org).

Thank you.



COUNTY OF MENDOCINO

Memorandum

Mendocino County Public Records Act Fee Process

In 2022, the Mendocino County Board of Supervisors enacted Ordinance No. 4507, imposing fees in connection with certain request for public records.¹ Similar to the fees charged under the federal Freedom of Information Act (“FOIA”), the County now charges for the staff time required to locate, retrieve, and review records under certain circumstances.² This document is intended to provide consistency in the forms and procedures used for the collection of those fees.

I. Background

Ordinance No. 4507 was enacted in response to a significant increase in the amount of staff time spend locating, reviewing, and providing records over the last few years. For the first four years after Mendocino County began using the NextRequest software to track PRA requests in 2015, the number of requests received remained relatively stable. Beginning in 2020, however, Mendocino saw a large increase, resulting in a doubling of requests from 2019 to 2021. Through August of this year, 2022 is on track for an even larger number requests.



¹ MCC §§ 5.190.010

² MCC §§ 5.190.010; see also 5 USC § 552(a)(1)(4)(A)(iv).

THE BOARD OF SUPERVISORS

GLENN MCGOURTY
First District

MAUREEN MULHEREN
Second District

JOHN HASCHAK
Third District

DAN GJERDE
Fourth District

TED WILLIAMS
Fifth District

Unlike the federal Freedom of Information Act, as well as the sunshine laws of other states, the California Public Records Act (“PRA”) contains no mechanism for the recovery of the cost of staff time spent searching for and providing public records.³ By default, this cost is borne entirely by tax dollars. In the case of counties, however, this unfunded mandate can be offset if the governing body elects to adopt a fee by ordinance.⁴ This statutory mechanism, enacted after Proposition 13 limited the ability of local government to raise taxes, provides a safety valve to avoid records requests from overwhelming available tax dollars.

Ordinance No. 4507 was drafted for the purpose of reducing the burden to local tax dollars created by this growing number of Public Records Act requests. For some of these requests, the expenditure of public dollars furthers important governmental purposes of transparency and accountability necessary for a well-functioning democracy. In many other cases, however, local tax dollars are expended in a manner that inures primarily to the benefit of private parties, including private companies outside of Mendocino County.

Staff have identified roughly three types of PRA requests that appear to be an inefficient use of taxpayer dollars and a significant burden on local resources. First, a substantial number of requests appear to be made for commercial purposes. For example, multiple out-of-state “asset recovery” companies routinely request information on all uncashed checks, including the names and mailing addresses of the recipients. Similar requests have been made to other departments with the apparent intent of identifying potential customers for marketing purposes. This category also includes other types of economic research, such as requests establishing the County’s investment strategy, rates charged by competitors, or other economically valuable information.

Second, a significant number of PRA requests appear to be from attorneys or private litigants seeking to develop evidence for private lawsuits.⁵ If these parties were to subpoena the records, state law requires them to pay up to twenty-four dollars (\$24) per hour for staff time locating and make the records available.⁶ Subpoenaing a County employee to testify at deposition would require the attorney to pay the full cost of the witness’ time, and requires an initial deposit of two hundred seventy-five dollars (\$275).⁷ By utilizing the Public Records Act, however, litigants have been able to procure much of the same service at taxpayer expense. One such requester has made more than two hundred (200) requests for documents related to a private lawsuit against her neighbors. That requester was later ruled a vexatious litigant by the Mendocino County Superior Court.

Third, a small number of requestors appear to be motivated merely by a desire to disrupt operations or otherwise adversely affect the county. Most often, these requestors are upset about a policy, permitting, or other issue they lack any legal basis to challenge. Though rarely stated explicitly, the intent of these requests often appears to be to punish the County or its staff for decisions that the requestor did not like. This conduct is perhaps best exemplified by a 2019 email by a local attorney to several state agencies. That attorney was unusually explicit about his intent, stating:

I will, however, continue to hound you. You still have the 10 days mandated by the Government Code to respond to my Public Records requests. It is now up to you to spend your staff time researching and sending me all the required documents, and I intend to request my friends and colleagues to pester you for such information also. If you won't license, you will at least keep busy with paperwork. I will file similar requests of CDFW and the Water Board, as I have already with Mendocino County. Spend your staff and attorney time on that!

While the number of such requestors is small, they account for a disproportionate number of highly resource intensive requests.

The Public Record Act contains no explicit mechanism to mitigate these expenses. In some cases, courts have held that the public interest exemption under Government Code section 6255 allows

³ Gov. Code § 6253(b).

⁴ See Gov. Code § 54985; 85 Ops. Cal. Atty. Gen. 225.

⁵ FOIA treats litigation related requests as commercial in nature.

⁶ Evidence Code section 1563(b).

⁷ Government Code section 68097.2.

local agencies to avoid unduly burdensome requests.⁸ The County, however, must prove that the burden of responding to each such request “clearly outweighs” the public benefit of disclosure.⁹ Unlike in civil discovery, the County is forbidden from asking a court to rule on this issue.¹⁰ Instead, the County may either comply with the request or deny it and wait for the requestor to file a lawsuit. If a court ultimately disagrees with the County’s assessment, the County will be required to pay an award of attorneys’ fees.¹¹ The result is the staff are incentivized to err heavily on the side of disclosure, spending time and resources on burdensome requests of dubious public benefit.

Moreover, Government Code section 6255 is a poor tool to address the cumulative impacts of a large volume of requests. Courts evaluate each request on case-by-case basis, without regard to the identity of the requestor or the purpose of the request.¹² This analysis is inherently poor at accounting for the overall impact of a large volume of requests from foreign companies or the sort of coordinated harassment campaign described in the above quote. The result, again, is that staff err more heavily on the side of disclosure than they would in a discovery context, dedicating substantial staff time to requests that provide little or no benefit to the residents of Mendocino County.

To address these issues, the Board of Supervisors has adopted Ordinance No. 4507, which imposes fees for the staff time spent in response to certain requests. Although the Public Record Act does not contain language allowing for the recovery of these fees, Government Code section 54985 allows the County to implement this sort of fee structure by ordinance. County Counsel reviewed similar such ordinances from Ventura County, Shasta County, Los Angeles County, and others, and chose to use the Los Angeles County ordinance as a model. The amount of the fees was based on the weighted rates for the relevant staff positions, so as to be near but below full cost recovery.

II. Process under Ordinance No. 4507

Overview

Under Ordinance No. 4507, staff will review each incoming Public Records Act request to determine whether it is subject to the new fees. If the new fees apply, then staff must notify the requester, provide an estimate of the total cost, and obtain a deposit for the request. The fee estimate should be calculated to reflect that each requester (excluding agencies, corporations, and anonymous requesters) receives one free hour of staff time per month. There are two types of fees that may be applicable in this context—Search Fees and Specialized Search/Review Fees.

Search Fees¹³ apply to clerical time spent locating, retrieving, providing, and refiling records. Search fees do not apply to requests for known, identifiable records. Instead, these fees will only be charged for requests that do not reasonably describe a specific identifiable record. Such requests typically seek records “relating to” or “concerning” a particular topic and require staff to review a range of documents to determine what materials are responsive. Search fees are \$20 an hour.¹⁴

Specialized Search/Review Fees¹⁵ apply to requests describing a category of records that may include both disclosable records and exempt records. These requests require an attorney or other appropriate professional to manually review each document for exempt or privileged

⁸ *Am. Civil Liberties Union Found. v. Deukmejian* (1982) 32 Cal. 3d 440.

⁹ Gov. Code § 6255.

¹⁰ *Filarsky v. Superior Court* (2002) 28 Cal. 4th 419.

¹¹ Gov. Code § 6259.

¹² “The [California Public Records] Act does not differentiate among those who seek access to public information (e.g., a requestor who is a commercial entity, intending to use the material obtained for commercial purposes, and a private party who seeks public information).” *N. Cty. Parents Org. v. Dep’t of Educ.* (1994) 23 Cal. App. 4th 144, 153-54. By contrast, the federal Freedom of Information Act, as well as statutes in other states, expressly distinguish commercial requests from other types. See, e.g., 1 CFR § 602.3; 5 ILCS 140/2(c-10).

¹³ MCC § 5.190.010.B

¹⁴ MCC § 5.190.010.D.1

¹⁵ MCC § 5.190.010.C

information, such as confidential health information, social security numbers, attorney-client communication, CLETS information, etc. Specialized Search/Review fees do not apply to general attorney time spent researching or advising a department on any individual request—only time spent on actual review/redaction is captured. Specialized Search/Review fees are \$150 per hour if performed by an attorney and \$50 per hour if performed by other appropriate professional staff.¹⁶

In each case, the intent of the ordinance is to reduce the subsidy spent on research and review activities and/or encourage requesters to make more targeted and efficient requests. Staff are still required to provide the public certain information, without charge, “in order to assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records . . .”¹⁷ This includes describing the information technology or physical location in which records are kept, helping identify the records or types of records that would include the information the requester is seeking, and providing suggestions for overcoming any practical obstacles.

This same information should help requesters in crafting requests that reduce or eliminate fees for their request. For example, a requester seeking “all records referring to” a specific APN or address might not realize how broad that request truly is. Staff should be able to explain that certain Planning and Building files may be available for free, but that a search of the County’s email system for that street address may include assessment and tax information, details about past welfare recipients or child welfare investigations, COVID contract tracing reports, and other information that will have to be manually reviewed and withheld.¹⁸ The requester can then craft a request that seeks those materials relevant to the requester’s purpose and designed to minimize unnecessary work.

Importantly, this process does not affect staff’s ability to speak to members of the public and provide information. Most, if not all, departments provide this function to one degree or another as a matter of customer service and good government, often by answering routine questions at the counter or over the phone. Such functions should continue without disruption. Similarly, staff still have the ability to provide information beyond what Government Code section 6253.1 requires, in order to provide feedback and help requesters obtain information in the most efficient way possible.

Step 1 – Intake and evaluation

When a new records request is received, staff will need to perform an initial evaluation to determine whether the new fees apply and, if so, estimate the amount of the fees to be charged. This will initially require a determination as to whether the records are sought under the Public Records Act or some other statutory basis. Where the County has an independent legal obligation to provide the documents, the PRA fees do not apply. Examples would include records sought through subpoena, requests from an employee labor union, Grand Jury requests, requests under Welfare and Institutions Code section 827, and others.

If the request is made under the PRA, staff will next need to determine whether search fees will apply. If the request seeks a known, identifiable record, there is no charge for the time spent locating that record and making it available. If, however, the search requires someone to read and review multiple documents in order to determine which are responsive to the request, then the search fees apply. Some examples are included below, but please note that in each case the determining factors is

¹⁶ MCC § 5.190.010.D.2

¹⁷ Gov. Code § 6253.1

¹⁸ At the same time, requesters should also have a diminished incentive to tailor requests in a manner that places additional burden on the County. Presently, some requesters phrase their requests in a way designed to get staff to curate documents in a manner specific to their needs. A hypothetical example might include “outstanding checks and warrants greater than six months old as of 7/18/2022 and greater than \$1,000.” In these cases, the requests are narrowed not to make the records easier to identify and provide, but to make County employees narrow an existing data set in a way that is more useful to the requester. Where this work must be performed manually, this essentially shifts the research burden from the requester to the County.

not the phrasing of the request, but instead the nature of the work that must be performed to provide the records.

Search Fee Examples

No Search Fees	Requires Search Fees
The memo from Mendocino Cannabis Alliance commenting on item 4f) of the May 17, 2022 BOS meeting.	All correspondence from any cannabis trade groups relating to a proposed fallowing ordinance.
The most recent list of unclaimed checks maintained by the Auditor's office.	Any financial documents related to outstanding checks and warrants greater than six-month old as of 7/18/2022 and greater than \$1,000 showing check number, check date, amount of the check, agency code or reference number, and payee name and address.
Invoices from Staples from January 1, 2022 through July 1, 2022.	All records relating to the purchase of office supplies by any department from January 1, 2022 through July 1, 2022.

If staff need to look through multiple files or folders and read and review documents to determine what is responsive, then the fees apply. Staff should ask of the Department: Does someone in the Department know what document or file the request is seeking, or does staff need to look through multiple documents to see what might be responsive? If the answer is the latter, then fees apply.

Next, staff will need to determine whether there are any fees that need to be charged for the review and redaction of the materials to be disclosed. This determination will need to be made on a case-by-case basis depending on the nature of the records in issue. These fees only apply to the time actually spent reviewing and redacting records. General research, legal questions, or other work performed by an attorney is not charged to the requester. Fees will apply only if the nature of the responsive materials means that there is a sufficient likelihood that privileged or exempt information will be contained, such that an appropriate professional needs to review the documents before public disclosure.

In order to minimize these expenses, departments are encouraged to maintain records in a manner that maximizes the public records available for inspection without prior review. Specifics will vary by department and project, but options might include separate files or folders for privileged materials, or identifying certain data fields (e.g. social security number) in a manner that can be easily excluded from public reports. County Counsel is available to advise if needed.

Step 2 – Estimate and Deposit

Once it has been determined that recoverable fees apply, it will be necessary to estimate the amount of fees involved and, if applicable, request a deposit. Staff should begin to identify the files or areas that will need to be searched and possibly begin gathering responsive materials. For example, if a request seeks emails on a particular subject, staff may start by asking Information Services to perform a preliminary email search using keywords or search terms related to the request. Similarly, staff might make inquiries from relevant staff to determine how many files or documents may be necessary to review. This is an administrative function and this time is not billed to the requester, but review at this stage will not be exhaustive. The goal is to gather enough information to provide a good faith estimate before a substantial amount of staff time is incurred.

Once this preliminary information is gathered, staff will need to estimate the total amount of recoverable staff time needed to comply with the request. Estimates may vary significantly depending on the volume of the materials, the specific nature of request, the density of the documents to review, and the ratio of responsive to unresponsive documents.¹⁹ Staff should make a good faith estimate of the amount of search time requires as well as the amount of review and redaction time to be spent. Departments are encouraged to use past data to maintain estimates for average review time of common request types. If the total estimated cost for a particular request exceeds fifty dollars (\$50), then staff should provide the requester with a letter informing them of the estimate and requesting a deposit. See Attachment A. The estimate should be provided at the same time that the requester receives their initial response under Government Code section 6253(c).²⁰

If the fee estimate is large for a particular request, staff should be prepared to offer information and advice that will assist the requester in crafting a more targeted, efficient request to find the information that they are seeking. This may include providing information about how records or information are stored, helping requesters identify the most readily accessible type of record that would contain the information they are looking for, or otherwise providing suggestions as to obtain the desired information with a cheaper and more efficient manner.

Step 3 – Provide the Records and Return Unused Deposit

Once an appropriate deposit is received, staff will proceed with searching for and reviewing the relevant materials. Time should be tracked pursuant to the relevant categories above, in order to recover fees. If the initial deposit proves insufficient, the Department should notify the requester as soon as practicable, provide a revised estimate, and confirm that the requester does want to proceed. Once the records are available, they should be provided to the requester, and any unused deposit needs to be refunded.

III. Mitigating Impacts to Governmental Transparency—The Media Subsidy Program

Although the purpose of Ordinance No. 4507 is to reduce the expenditure of tax funds on commercial requests and other inefficient uses, it is acknowledged that this structure will necessarily have a negative impact on governmental transparency. In order to mitigate these impacts, the Board of Supervisors has elected to provide funding for those requests coming from the news media. As such, it empowered the Executive Office to enact a partial subsidy program for this purpose.

Features of Program

Representatives of the news media are eligible to have some of their fees for Public Records Act requests paid by the County of Mendocino. The County has committed to providing 120 hours of administrative staff time and 40 hours of attorney or paralegal time without charge to news media requesters each calendar month. To ensure parity, each individual requester is eligible for up to 30 hours of search time and 10 hours of attorney time each month. Time is allocated on a monthly basis in the order that requests are received.

Eligibility

In order to be eligible for the fee subsidy, a requester needs to fill out the appropriate form and provide information demonstrating that they are a representative of the news media. For simplicity, Mendocino County has elected to use this term as it is defined in the federal Freedom of Information Act.

¹⁹ For example, a search for “all contracts for road paving services in FY 2019/2020” will take less time than a search for “all contracts with a non-boilerplate indemnity clause,” despite the fact that both requests involve a search of the same data set—“all contracts.”

²⁰ The initial response is due 10 days after the request is received, but this timeline may be extended by 14 days under certain circumstances.

The term “a representative of the news media” means any person or entity that gathers information of potential interest to a segment of the public, uses its editorial skills to turn the raw materials into a distinct work, and distributes that work to an audience. In this clause, the term “news” means information that is about current events or that would be of current interest to the public. Examples of news-media entities are television or radio stations broadcasting to the public at large and publishers of periodicals (but only if such entities qualify as disseminators of “news”) who make their products available for purchase by or subscription by or free distribution to the general public. These examples are not all-inclusive. Moreover, as methods of news delivery evolve (for example, the adoption of the electronic dissemination of newspapers through telecommunications services), such alternative media shall be considered to be news-media entities. A freelance journalist shall be regarded as working for a news-media entity if the journalist can demonstrate a solid basis for expecting publication through that entity, whether or not the journalist is actually employed by the entity. A publication contract would present a solid basis for such an expectation; the Government may also consider the past publication record of the requester in making such a determination.

The Executive Office will review such requests on a case-by-case basis to see if they meet criteria. Review may be expedited or truncated for previously approved applicants as appropriate.

In order to make sure that the program complies with the First Amendment, eligibility requirements will need to remain viewpoint neutral. Accordingly, eligibility cannot be denied or revoked as a result of any statement, publication, or viewpoint expressed. Additionally, while the department may adjust criteria to meet needs, the program should avoid adding any criteria related to favorability or accuracy of reporting, quality of information, or similar factors.

Process for Submission and Review

Requesters who are seeking to have their fees paid under this program should complete the County’s form and provide any information and/or documentation necessary to demonstrate that they are representatives of the news media. Attachment B. Forms can be uploaded directly to NextRequest or attached to a written request outside of that software portal.

Eligibly determinations and available hours remaining will be tracked by the Executive Office. If a department receives a PRA request accompanied by a request for media subsidy, they should promptly submit the documentation to the Executive Office for review and approval. Eligibility and available time should be determined before any fee estimate is sent out, and the amount of any subsidy should be reflected on that notice.

PRA Fee Procedure Outline

1. Records Request Received
2. Is it a Public Records Act Request?
 - a. Certain requests are not a PRA request, including subpoenas, requests from an employee labor union, the Grand Jury, or under Welfare and Institutions Code section 827. These would **not** be subject to PRA fees.
 - b. Review the request to confirm it is a PRA request. If unclear, please contact County Counsel.
3. Review the Request to see if Search Fees apply
 - a. If the request seeks a known, identifiable record then there is no charge for the time locating that record and making it available.
 - b. If the request does not seek a specifically identifiable record, or lists categories of records related to a particular subject, the following fees may be charged:
 - i. Search Fees: \$20 per hour of time spent locating, retrieving, providing and refiling records.
 - ii. Staff Specialized Fees: \$50 per hour spent segregating disclosable records from those that are exempt from disclosure, if performed by authorized staff, or \$150 per hour if performed by an attorney.
 - c. See the attached table for examples.
 - d. If the request is from a member of the media, see Mendocino County PRA Fee Subsidy Request for Representatives of the News Media.
4. Estimate Search Fees for Good Faith Estimate
 - a. Initial inquiries of relevant staff to assist in locating documents is an administrative function and not billed to the requester.
 - b. If the request includes a search for correspondence or emails, identify keywords in the request, and ask for a preliminary email search from the IT Division to identify an approximate number of responsive emails. This time is also not billed to the requester.
 - c. Search Fees may be incurred before good faith estimate for time spent locating and retrieving documents.
 - d. Estimate Specialized Search Fees based on
 - i. Volume of documents
 - ii. Density of documents to review
 - iii. Ratio of responsive to unresponsive documents
 - e. If good faith estimate is over \$50, provide requester with written response informing them of the estimate and requesting a deposit be made before further review.
 - i. If estimate is well over \$50, offer requester further contact via phone or email to discuss ways to create a more targeted request.
 - f. Estimate the amount of work days it would take to fulfill the request.
5. By Day 10 of the Request, either:
 - a. Respond that responsive documents have been located and whether fees of less than \$50 total are required to be paid prior to receipt.
 - b. Respond that responsive documents have been located and provide the good faith estimate.
 - c. Respond that additional time is necessary to determine if there are responsive documents, and under Government Code section 6253(c), a 14-day extension is necessary.

- i. Please discuss such extensions with County Counsel's Office.
6. In the event that fees are owed, place the request on "Pause" in Next Request.
7. Following payment of Good Faith Estimate
 - a. Proceed with any additional searching for documents, scanning or copying of documents, and reviewing relevant materials.
 - b. Separate time for regular Search Fees from Specialized Search Fees.
 - c. If good faith deposit is spent before document review is complete:
 - i. Estimate a second good faith estimate
 - ii. Contact requester and provide good faith estimate
 - iii. Place the request on "Pause" in Next Request
8. Provide Documents.
 - a. Following completion of review and any redaction, provide documents.
 - b. If any amount of the good faith deposit is not used, provide a refund to the requester.

Attachment A

INITIAL TEMPLATE RESPONSE FOR RECORDS THAT NEED TIME ESTIMATED TO BE OVER \$50

Dear Requester,

The County has reviewed your Public Records Act request and has determined that it seeks copies of disclosable public records. Pursuant to Mendocino County Code section 5.190.010, the County charges fees to account for the cost of duplicating records, as well as the cost of staff time in locating, retrieving, providing and refiling records, as well as staff and/or attorney time spent reviewing records to determine if any are exempt from disclosure under the Public Records Act.

Section 5.190.010 of the Mendocino County Code requires the County to provide a good faith estimate of the amount of the fee for each request where it anticipates that there will be a fee of over \$50. This good faith estimate must be paid by the requester before the County commences working on providing documents in response to the request. Based on its evaluation of the scope of your request and the records sought, the County estimates the following as a good faith deposit for your request:

Duplication Fees:

Search Fees (__ hours at \$20/hour):

Specialized Search/Review Fees (__ hours at \$50/hr/staff; __ hours at \$150/hr/attorney)

Good Faith Deposit amount:

Please note that the above good faith deposit amount is only an estimate. If the County expends the good faith deposit but has not completed processing your request, the County will provide you with an updated good faith estimate, which must be paid to the County before it resumes processing your request. Any overpayment or underpayment of fees will be reconciled at the time of final provision of documents.

Based on the above estimate of the amount of staff time processing your request will take, and if payment of the good faith deposit is made promptly, the County currently anticipates that documents would be available by [INSERT DATE]. This anticipated delivery date is subject to revision depending on the actual date of payment and staff availability.

If you have any questions about the estimated fee amount or about the County's initial review of the scope of your request, please contact the Mendocino County Executive office at ceo@mendocinocounty.org. Otherwise, please send your deposit to the Mendocino County Executive Office, Attn. PRA Deposit, 501 Low Gap Rd., Room 1010, Ukiah, CA 95482.



COUNTY OF MENDOCINO

Executive Office

DARCIE ANTLE
CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

501 Low Gap Rd. Room 1010
 Ukiah, CA 95482

Email: ceo@mendocinocounty.org
 Website: www.mendocinocounty.org

Office: (707) 463-4441
 Fax: (707) 463-5649

Mendocino County PRA Fee Subsidy Request for Representatives of the News Media

Representatives of the news media are eligible to have some of their fees for Public Records Act requests paid by the County of Mendocino. The County will bear the cost for search, review, redaction, and other services for which fees would otherwise be charged under Ordinance No. 4507. The County has committed to providing 120 hours of administrative staff time and 40 hours of attorney or paralegal time without charge to news media requesters each calendar month. To ensure parity, each individual requester is eligible for up to 30 hours of search time and 10 hours of attorney time each month.¹

For the purposes of this subsidy, the County of Mendocino uses the same definition of “representative of the news media” used in the federal Freedom of Information Act.² Requesters may obtain this subsidy by submitting the same type of information and documentation used to establish news media status for the purposes of obtaining fee waivers under FOIA. For those news media representatives who have not previously submitted such requests, third-party guidance documents are available on-line.

If you believe that you are eligible for this subsidy, please complete this form and submit it along with your request. This form can be uploaded directly to your request in NextRequest or sent to the same department to which your request is made.

¹ Each individual, rather than publication, is considered a “requester” for the purposes of this limitation.

² The term “a representative of the news media” means any person or entity that gathers information of potential interest to a segment of the public, uses its editorial skills to turn the raw materials into a distinct work, and distributes that work to an audience. In this clause, the term “news” means information that is about current events or that would be of current interest to the public. Examples of news-media entities are television or radio stations broadcasting to the public at large and publishers of periodicals (but only if such entities qualify as disseminators of “news”) who make their products available for purchase by or subscription by or free distribution to the general public. These examples are not all-inclusive. Moreover, as methods of news delivery evolve (for example, the adoption of the electronic dissemination of newspapers through telecommunications services), such alternative media shall be considered to be news-media entities. A freelance journalist shall be regarded as working for a news-media entity if the journalist can demonstrate a solid basis for expecting publication through that entity, whether or not the journalist is actually employed by the entity. A publication contract would present a solid basis for such an expectation; the Government may also consider the past publication record of the requester in making such a determination.

THE BOARD OF SUPERVISORS

GLENN MCGOURTY
 First District

MAUREEN MULHEREN
 Second District

JOHN HASCHAK
 Third District

DAN GJERDE
 Fourth District

TED WILLIAMS
 Fifth District

Name:

Company:

NextRequest ID:

(For requests made outside of the NextRequest software, please attach a copy)

How many hours (if any) of staff/ attorney time have you received for other requests this month?

Specific explanation for eligibility for subsidy:

Additional comments:



OFFICE OF THE COUNTY COUNSEL

MEMORANDUM

DATE: February 2, 2023
TO: Mendocino County Board of Supervisors
FROM: Christian M. Curtis, County Counsel *C.M.C.*
SUBJECT: PRA Fee Update

This Board previously directed staff to report back at six (6) and twelve (12) months on the implementation of Ordinance No. 4507 regarding fees for Public Records Act Requests. As it has now been six months since the ordinance went into effect, some preliminary information is now available. Data, however, is still limited at this time because of the relatively short amount of time that the ordinance has been in place, and the amount of time needed to complete requests seeking high volumes of responsive materials.

I. BACKGROUND

Under the California Public Records Act (“CPRA”), the County of Mendocino is required to provide copies of public records to any person who requests them and to provide certain assistance in locating and identifying those records.¹ The CPRA, however, contains no mechanism for funding this mandate. In 2014, the California Constitution was amended to remove state funding for local government transparency mandates, including the CPRA. The Legislative Analysis Office opined at the time that this would shift costs, “**potentially in the tens of millions of dollars annually . . .**” from the state to local governments.² As a result, the CPRA imposes on local governments a potentially limitless fiscal obligation, outside of regular budgetary controls, with no tool by which to raise revenues.³



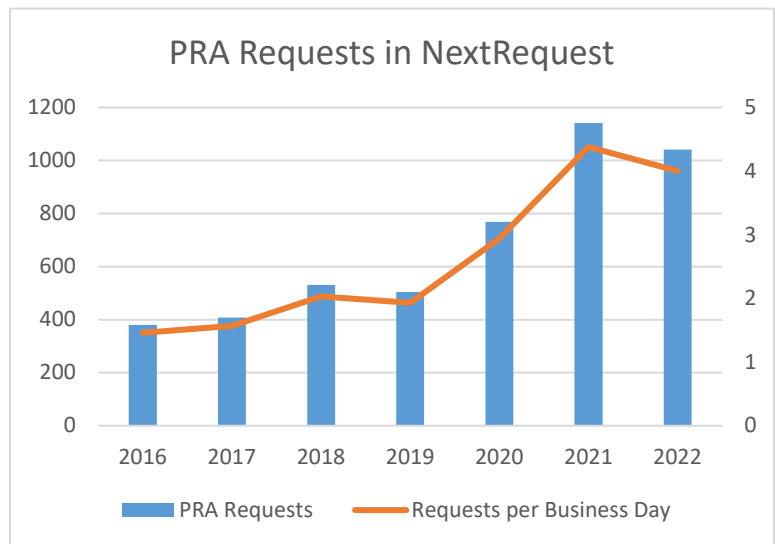
Figure 1 – Mendocino CPRA Requests by Location (Continental USA Only)

¹ See former Gov. Code §§ 6250 et seq.; Gov. Code § 6253.1; now Gov. Code §§ 7920.000 et seq.

² See <https://lao.ca.gov/ballot/2014/prop-42-062014.aspx>. (bolding in the original)

³ The CPRA was originally adopted in 1968, before Prop. 13 constrained the ability of local governments to generate revenue through taxes.

Mendocino, like many other counties, has seen this financial burden rise dramatically in recent years. In the first four (4) years of the NextRequest portal, Mendocino received an average of 1.5 to 2 CPRA requests per business day. In 2021 and 2022, that number has increased to 4.4 and 4 respectively. Although actual costs have not been historically tracked, staff reports that this doubling of requests has multiplied an already significant burden. At the same time, the scope and complexity of requests appears to have also increased, with a substantial number of requesters making voluminous or difficult requests. This has been particularly pronounced in requests for email or text messages, in which a large amount of manual searching, review or retrieval is required.



In 2022, the Mendocino County Board of Supervisors enacted Ordinance No. 4507 charging fees for certain public records act requests. Counties, and only counties, are statutorily authorized to implement fees for public records up to the actual cost of the service provided.⁴ Ordinance No. 4507 created such a fee structure, charging for staff time spent locating and retrieving documents as well as time needed for redacting reasonably segregable exempt information. These roughly correlate to the same two categories of fees charged under the Federal Freedom of Information Act (“FOIA”). Fees were structured to be near but below the actual cost of providing records. The ordinance imposed no fees for the first hour of time each month, no fees for retrieval of readily identifiable records, and no fees for requests made pursuant to other statutory authority (e.g., union requests under the MMBA, Grand Jury requests, etc.).

The Board also directed staff to prepare a program to subsidize CPRA request for media requesters, in order to reduce adverse impacts to governmental transparency. The County Executive Office, working with County Counsel, developed a plan to provide approximately two hundred thousand dollars (\$200,000.00) worth of staff time per year to respond to CPRA requests from media requesters. The program uses the same definition of “media” the FOIA uses for media-related fee waivers.

II. DISCUSSION

The Board directed staff to report back a six (6) and twelve (12) months with updates on the implementation of Ordinance No. 4507. The Board is invited to review the attached memorandum from the Executive Office dated October 5, 2022 outlining the current fee process to the departments. Data on the effect of the ordinance at this time is still somewhat limited, as the ordinance did not go into effect until August 2022 and high volume requests (which the ordinance is directed to) often take several months before full resolution. At this time, however, early indications are that the ordinance may be having some effect on the amount of County burden

⁴ Gov. Code § 54985; 85 Ops. Cal. Atty. Gen. 225.

experienced for high volume requests, while still allowing a substantial amount of public records to be released.

From the ordinance's effective date in August of 2022 to December 31 of that year, Mendocino County received approximately 328 CPRA requests in the Next Request portal, for an average of 3.5 requests per business day. Although substantially higher than the rate of requests in 2016 through 2020, this 3.5 rate was lower than the 4.5 requests per business day experienced for the first part of 2022. This suggests the possibility that the fee ordinance is having a modest deterrent effect on requests, but the available data is too small to draw reliable inferences at this time.

County Counsel has reached out to the departments for information on any fees charged during this same time period. Of the 328 requests made during this time, five (5) received formal fee estimate letters. This number excludes any high-volume requests that were narrowed by the requester after initial discussions with County staff. A couple of these requests came from media requesters shortly after implementation of the fee ordinance and were unusually broad for those requesters. This suggests the possibility that the requests might have been crafted, in part, to test the operation of the new fee ordinance. No fees were collected, but media requesters were informed of the ability to obtain records without charge.

Impact to County resources is still difficult to quantify at this time. There are still twelve (12) active requests from before the ordinance's effective date which County staff are responding to. Another ninety-one (91) from this time period are in the "waiting for requester" status, indicating that they have likely been abandoned. Nevertheless, some of the preliminary results suggest that the ordinance is effective in mitigating costs related to abusive and commercial requests. It is expected that additional information will provide a clearer picture in another six (6) months.

CMC/jc

External Message

Mr [REDACTED]

The County has reviewed your Public Records Act request and has determined that it seeks copies of disclosable public records. Pursuant to Mendocino County Code section 5.190.010, the County charges fees to account for the cost of duplicating records, as well as the cost of staff time in locating, retrieving, providing and refiling records, as well as staff and/or attorney time spent reviewing records to determine if any are exempt from disclosure under the Public Records Act.

Section 5.190.010 of the Mendocino County Code requires the County to provide a good faith estimate of the amount of the fee for each request where it anticipates that there will be a fee of over \$50. This good faith estimate must be paid by the requester before the County commences working on providing documents in response to the request.

Based on its evaluation of the scope of your request and the records sought, the County estimates the following as a good faith deposit for your request:

Specialized Search/Review Fees: 26 hours at \$50/hr/staff, based on an estimate of 10 minutes of redacting per case.

Good Faith Deposit amount: \$1,300

Please note that the above good faith deposit amount is only an estimate. If the County expends the good faith deposit but has not completed processing your request, the County will provide you with an updated good faith estimate, which must be paid to the County before it resumes processing your request. Any overpayment or underpayment of fees will be reconciled at the time of final provision of documents.

From our prior conversations, I believe you are interested in utilizing the County's PRA Fee

Subsidy program. Please upload the subsidy request form to your PRA request. If you would like to discuss how to handle this request in the context of other requests you may have pending with the County, please feel free to contact me at the below contact information.

Based on the above estimate of the amount of staff time processing your request will take, and if payment of the good faith deposit is made promptly, the County currently anticipates that documents would be available by Monday, November 14. This anticipated delivery date is subject to revision depending on the actual date of payment and staff availability.

If you have any questions about the estimated fee amount or about the County's initial review of the scope of your request, please contact myself or the Mendocino County Executive office at ceo@mendocinocounty.org. Otherwise, please send your deposit to the Mendocino County Executive Office, Attn. PRA Deposit, 501 Low Gap Rd., Room 1010, Ukiah, CA 95482.

Until the deposit is made or we have otherwise discussed moving forward with your request, I will place your request on pause within the NextRequest system.

Please let me know if you have any questions.

Sincerely,

Matthew Kiedrowski

Deputy County Counsel

707-234-6885

October 24, 2022, 5:21pm by Matthew Kiedrowski (Staff)

CHRISTIAN M. CURTIS
County Counsel

CHARLOTTE E. SCOTT
Assistant County Counsel



Deputies
BRINA A. BLANTON
MATTHEW T. KIEDROWSKI
SHANNON R. COX
JEREMY MELTZER
ANTHONY T. ADAMS
JARED S. SCHWASS
JOSHUA D. ROSENFELD

OFFICE OF THE COUNTY COUNSEL

October 28, 2022

[REDACTED]
Via NextRequest

Re: NextRequest #22-860

Dear Ms. [REDACTED]

We are writing in response to your October 4, 2022, request under the California Public Records Act, in which you sought various categories of records from a number of different County officials and staff containing the word “signal.” The County has determined that the request seeks copies of public records.

A preliminary search of the County’s records has identified at least forty-three thousand six hundred and seventy eight (43,678) potentially responsive emails. This count was obtained by searching for the term “signal” for the time period identified in your request, January 1, 2020, to the present.

Given the volume of emails, we estimate that this request would require approximately four hundred eighty-five (485) hours of staff time to review, locate and identify the responsive records.¹ Under ordinance No. 4507, the fee for staff time is estimated to be nine thousand seven hundred and six dollars and twenty-two cents (\$9,706.22). The records will also need specialized review to determine if any of the emails contain privileged, confidential or otherwise exempt material. We estimate that review of these emails will require approximately forty-nine (49) hours of specialized review, forty-seven (47) hours of which we estimate to be attorney time, amounting to an estimated cost of seven thousand one hundred and fifty dollars (\$7,150.00) for specialized review. Thus, the total estimated cost for this request is sixteen thousand eight hundred and fifty-six dollars and twenty-two cents (\$16,856.22). If you would like to proceed with this request, please respond to this letter and make arrangements for a deposit.²

However, for media requesters, thirty (30) hours of general review time and (10) hours of specialized review time are subsidized. You may qualify for this subsidy. If you do, this subsidy would reduce your total cost. Therefore, I have provided a copy of Mendocino County PRA Fee

¹ The estimate is based on an assumption that staff can review 90 emails per hour. Review rates can vary significantly based on the density of the materials.

² If fees were unavailable in this case, the County would likely conclude that this request was unduly burdensome under Government Code section 6255. We are mindful, however, that the ability to charge fees to pay for additional staff reduces the burden for the purposes of this analysis. *State Bd. of Equalization v. Superior Court*, 10 Cal. App. 4th 1177 (1992).

Subsidy Request for Representatives of the News Media form. If this request is approved, you would need to let us know if you wish to apply any portion of your subsidized hours to this request.

Alternatively, if you would like to narrow the request, suggest alternative search terms, or otherwise find ways to reduce the staff time needed, we are happy to discuss. The County can run searches of search terms you suggest without charge, in order to assist in finding a set of documents that meets your needs at minimal expense. Part of the reason that the number of emails is so large is that with one exception, the County does not have a way to limit an email search by a particular department. The only exception is the Sheriff's Office. We can do an email search limited to Sheriff's Office emails, however, this search would be limited to individuals employed by the Sheriff's Office as of May 2022. A search for the term "signal" limited to only Sheriff's Office emails would require review of at least four thousand two hundred and nine (4,209) emails. If you are interested in exploring these options, please contact us to arrange a meeting at cocosupport@mendocinocounty.org or (707) 234-6885.

With regard to the portion of your request seeking text messages, the County is working on determining if any responsive records exist. This process is lengthy because we must access, or ask individuals to access, each phone to search for responsive texts. With regard to your request for text messages associated with the Sheriff's Office and Executive Office, we would like to get clarification as to whether you are requesting texts from the staff of each entire department. Both departments have multiple different functions/divisions, for example the Sheriff's Office has corrections, patrol and administrative functions, and the Executive Office includes clerk of the board, information services, risk management, and health benefits and emergency services and other functions. In order to evaluate this portion of your request, the County needs additional details as to its scope.

As for other categories of records identified in your request, the County would need additional information on what types of records you are requesting. The County does not have a way to generally search all County records for a key word. Additionally, the County does not have the ability to search all types of records with a key word search.

Although it may be possible to clarify in writing, we believe that a brief dialog may be most productive in answering these questions. If you would please contact us at cocosupport@mendocinocounty.org or (707) 234-6885, we would be happy to arrange a meeting time to discuss this more specifically. Additionally, if you have any questions about the County's response, please reach out to us at the same contact.

Sincerely,

CHRISTIAN M. CURTIS
COUNTY COUNSEL



BRINA A. BLANTON
Deputy County Counsel

BAB/ut

CHRISTIAN M. CURTIS
County Counsel

CHARLOTTE E. SCOTT
Assistant County Counsel



Deputies
BRINA A. BLANTON
MATTHEW T. KIEDROWSKI
SHANNON R. COX
JEREMY MELTZER
ANTHONY T. ADAMS
JARED S. SCHWASS
JOSHUA D. ROSENFELD

OFFICE OF THE COUNTY COUNSEL

October 28, 2022

[REDACTED]
Via NextRequest

Re: NextRequest #22-828

Mr. [REDACTED]

We are writing in response to your September 22, 2022, request under the California Public Records Act, in which you sought twenty (20) categories of records in the County's possession. The County has determined that the request seeks copies of disclosable public records, many of which have been uploaded and are available in the NextRequest portal. Some records, however, are not available at this time, for reasons discussed below.

Records in NextRequest

Much of the information that you have requested resides within the County's NextRequest portal. The public can make requests directly through the portal, and the County routinely uploads Public Records Act requests received by other means as well. The County has provided an Excel spreadsheet with a report of all requests in that system. Although your request generally only sought records from the last two years, several categories could not meaningfully be responded to without a more complete data set. For example, the recent increase in requests cannot be seen without reference to the prior numbers, and at least one of your categories appeared to reference specific requests more than two years old. We have also included a handful of specific PRA requests that had previously been saved for demonstrative and training purposes, as these also appear to be responsive to your request.

At present, however, the report tool available to the County is not able to extract communications between County employees and the requester. Several of your categories, including requests for communications under Government Code section 6253.1 and requests showing undue burden under Government Code section 6255, seek information contained in this category. The County has reached out to the software vendor to inquire about extracting these records but has not yet obtained an answer. If extraction requires additional cost for compilation, extraction, or programming, we will inform you of the estimated costs pursuant to Government Code section 6253.9(b)(2) before any expense is incurred.

///

Additional Records Outside of NextRequest

A few of the categories of records you requested seek materials that exist primarily, but not exclusively, in the NextRequest system. Although the County uploads requests into the portal when received via email or other means, we are aware that there are occasional deviations from the process. As a result, some of the relevant records related to the requested Public Records Act requests may exist only in email form. Similarly, while the NextRequest platform is typically used for correspondence under Government Code section 6253.1, email or other communication may be utilized based on the preference and convenience of the requester.

A preliminary search of the County's records have identified at least thirty-two thousand eight hundred and eleven (32,855) potentially responsive emails. This count was obtained by searching for the terms "Public Records Act" and "PRA" in the last two years. The search excluded purely internal communication—one party to the email had to have a non-County email address. This count does not include potentially responsive records from the Mendocino County Sheriff's Office (which has a separate email system) or paper correspondence.

Given the volume of emails, we estimate that this request would require approximately three hundred sixty-five (365) hours of staff time to review, locate and identify the responsive records.¹ Because of the nature of the request, we estimate that zero (0) hours of attorney time would be needed to review the responsive records.² Under ordinance No. 4507, the fee for these materials is estimated to be seven thousand three hundred and one dollars and eleven cents (\$7,301.11). If you would like to proceed with this request, please respond to this letter and make arrangements for a deposit.³

Alternatively, if you would like to narrow the request, suggest alternative search terms, or otherwise find ways to reduce the staff time needed, we are happy to discuss. The County can run searches of search terms you suggest without charge, in order to assist in finding a set of documents that meets your needs at minimal expense. Alternatively, it may be possible to provide a set of recent examples of some of the document types you are seeking. If you are interested in exploring these options, please contact us to arrange a meeting at cocosupport@mendocinocounty.org or (707) 234-6885.

Time Studies and Policies

Lastly, your requests seek records pertaining to policies and time studies related to public records. We are providing those materials that we have located now but would like to ask for clarification as to the scope of these two categories. For policies, we have attached those County documents we understand to be directly relevant but need a bit more information before we are able to provide a more detailed search. Your request, as phrased, could be read as seeking a very

¹ The estimate is based on an assumption that staff can review 90 emails per hour. Review rates can vary significantly based on the density of the materials.

² Responsive records should exist exclusively of non-exempt communication.

³ If fees were unavailable in this case, the County would likely conclude that this request was unduly burdensome under Government Code section 6255. We are mindful, however, that the ability to charge fees to pay for additional staff reduces the burden for the purposes of this analysis. *State Bd. of Equalization v. Superior Court*, 10 Cal. App. 4th 1177 (1992).

broad range of documents, including state statutes, collective bargaining agreements (for personnel records), internal computer file structures, resolutions authorizing document destruction, and state directives regarding the use of confidential file systems (e.g., “CLETS,” records of summary criminal history information, or the “CWS” computer system for child welfare investigations). Given the overall purpose of the request, we are guessing this is not what was intended, but we would like to confirm and establish a clearer scope before proceeding with a search that may be infeasible.

With respect to time studies, the County does not have the sorts of studies or analysis that we believe this request to be seeking, but there is some data that is potentially responsive to this request. Specifically, County employees maintain timesheets that reflect the number of hours worked by time codes. Time codes, however, track the fund to be billed, not the activity. As a result, in many cases an employee’s entire workday may be tracked under a single time code, with no breakdown between time spent working on records requests and other work. We are aware of one example of time being tracked by request, and have attached that instance, but this practice is not typical. There might be some information that can be gleaned from these records, but it is not clear whether this is the type of data which you are seeking or, if so, what types of searches might be most appropriate. For that reason, we would like some clarification on the scope of your request.

Although it may be possible to clarify in writing, we believe that a brief dialog may be most productive in answering these questions. If you would please contact us at cocosupport@mendocinocounty.org or (707) 234-6885, we would be happy to arrange a meeting time to discuss this more specifically. Additionally, if you have any questions about the County’s response, please reach out to us at the same contact.

Sincerely,



CHRISTIAN M. CURTIS
COUNTY COUNSEL

CMC/jc

CHRISTIAN M. CURTIS
County Counsel

CHARLOTTE E. SCOTT
Assistant County Counsel



Deputies
BRINA A. BLANTON
MATTHEW T. KIEDROWSKI
SHANNON R. COX
JEREMY MELTZER
ANTHONY T. ADAMS
JARED S. SCHWASS
JOSHUA D. ROSENFELD

OFFICE OF THE COUNTY COUNSEL

November 15, 2022

[REDACTED]

Via NextRequest

Re: NextRequest #22-896

Dear Ms. [REDACTED]

We are writing in response to your October 18, 2022, request under the California Public Records Act, in which you sought various categories of records from a number of different County officials and staff containing “CAMP” or “Campaign Against Marijuana Planting” between January 1, 2015 and the present. The County has determined that the request seeks copies of public records.

A preliminary search of the County’s records has identified at least one hundred and seventy three thousand and eighty eight (173,088) potentially responsive emails containing the term “CAMP,” between January 1, 2015 and the present. Given the volume of emails, we estimate that this request would require approximately one thousand nine hundred twenty three (1,923) hours of staff time to review, locate and identify the responsive records. Under ordinance No. 4507, the fee for these materials is estimated to be thirty-eight thousand four hundred and sixty dollars (\$38,460.00). The records will also need specialized review to determine if any of the emails contain privileged or confidential material. We estimate that the review of these emails will require approximately one hundred ninety-two (192) hours of specialized review, one hundred eighty-six (186) hours of which we estimate to be attorney time, amounting to an estimated cost of twenty-eight thousand two hundred dollars (\$28,200.00) for specialized review. Thus, the total estimated cost to review emails for the “CAMP” request is sixty-six thousand six hundred and sixty dollars (\$66,660.00).

A preliminary search for the County email archive for the name “Campaign Against Marijuana Planting,” between January 1, 2015 and the present, has identified at least one thousand one hundred thirty five (1,135) potentially responsive emails. We estimate that this second group of emails will require approximately thirteen (13) hours of staff time to review and one and one half (1.5) hours of specialized review which we expect to be attorney time. The total estimated cost for the “Campaign Against Marijuana Planting” request amounts to four hundred eighty-five dollars (\$485.00). If you would like to proceed with this request, please respond to this letter and make arrangements for a deposit.

As an additional note, the County tested a couple of possible ways to narrow your search, and a search was conducting adding word “marijuana” and eliminating emails containing the name of a County employee whose name includes “camp.” However, even with this limitation at least twenty-nine thousand nine hundred eighty-one emails (29,981) emails were identified. Additionally we conducted a search limited to Sheriff’s Office emails (this search is limited to individuals employed by the Sheriff’s Office as of May 2022) and that search still returned eighty-five thousand one hundred fifty eight (85,158) emails.

For media requesters, thirty (30) hours of general review time and (10) hours of specialized review time are subsidized. I believe you likely would qualify for this subsidy. If you do, this subsidy would reduce your total cost. Therefore, I have provided a copy of Mendocino County PRA Fee Subsidy Request for Representatives of the News Media form. If this request is approved, you would need to let us know if you wish to apply any portion of your subsidized hours to this request

Alternatively, if you would like to narrow the request, suggest alternative search terms, or otherwise find ways to reduce the staff time needed, we are happy to discuss. The County can run searches of search terms you suggest without charge, in order to assist in finding a set of documents that meets your needs at minimal expense. If you are interested in exploring these options, please contact us to arrange a meeting at cocosupport@mendocinocounty.org or (707) 234-6885.

With regard to the portion of your request seeking text messages, conducting a County-wide text message search would be unduly burdensome. Therefore, the County objects to the production of these text messages pursuant to California Government Code section 6255 on the basis that the benefits of withholding the records outweigh the benefits of disclosure. *See* Cal. Gov’t. Code § 6255. The reason for this is that we must access, or ask individuals to access, each phone to search for responsive texts. The County currently has between 700-800 cell phones issued to its employees. The decision to withhold text messages on the basis that a county-wide search would be unduly burdensome was made by Mendocino County CEO, Darcie Antle. If you can provide some additional details regarding the records that you are requesting, we may be able to help you to identify individuals who would most likely have responsive text messages and help you to narrow this request.

As for other categories of records identified in your request, the County would need additional information on what types of records you are requesting. The County does not have a way to generally search all County records for a key word.

Although it may be possible to clarify in writing, we believe that a brief dialog may be most productive in answering these questions. If you would please contact us at cocosupport@mendocinocounty.org or (707) 234-6885, we would be happy to arrange a meeting time to discuss this more specifically. Additionally, if you have any questions about the County’s response, please reach out to us at the same contact.

Sincerely,

CHRISTIAN M. CURTIS
COUNTY COUNSEL



BRINA A. BLANTON
Deputy County Counsel

BAB/ut

External Message

The Assessor's office can provide you with a Platt map of this parcel, cost is \$4.00 per map; and a property characteristic sheet for \$10.

You can call our office at 707 234-6800 or come in to purchase these items - we are located at 501 Low Gap Rd, Rm 1020 Ukiah

Thank you,

November 29, 2022, 12:16pm by Katrina Bartolomie (Staff)

From: [Brina Blanton](#)
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Records Request
Date: Thursday, December 1, 2022 10:04:00 AM

Mr. [REDACTED],

The Sheriff's Office has identified records responsive to your request and is in the process of retrieving and reviewing said records. We anticipate that it will take approximately 30 days to review potentially responsive records in order determine what exemptions may apply and what redactions may be needed.

Additionally, there may be fees associated with the production of responsive records pursuant to Mendocino County Ordinance No. 4507. If fees are required we will provide you with an estimate of the fee amount.

Brina A. Blanton
Deputy County Counsel
Mendocino County Counsel Office, Administration Center
501 Low Gap Rd., Rm. 1030, Ukiah, CA 95482
Main Office Line: (707) 234-6885; Fax: (707) 463-4592
Email: blantonb@mendocinocounty.org

CONFIDENTIALITY NOTICE: This transmission may contain information which is privileged, confidential, and protected by the attorney-client or attorney-work product privileges. If you are not the addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited and you may be subject to civil action and/or criminal penalties. If you have received this transmission in error, please destroy it and notify cocosupport@mendocinocounty.org.

From: [REDACTED]
Sent: Friday, November 18, 2022 9:49 AM
To: Brina Blanton <blantonb@mendocinocounty.org>
Subject: Re: Records Request

When I say audio I mean all audio related to all incidents that were given to me within the incident log please and thanks and once again let me know if I can help clarify what's being asked for. Seems a bit excessive your guyses lack of reading comprehension, but I do appreciate someone who is unsure making sure One is enlightened before embarking on any journey. Good job and thank you very much

On Nov 17, 2022 1:57 PM, [REDACTED] wrote:

It's OK I just got that information on my own. I know where he works. See you guys in federal

court and I need all the incidents from this year in physical form not just the incident number and date I need all information pertaining to all incidents meaning all audio from all officers on all incidents and all written reports and all other corresponding public information and private information that I am entitled to FOIA. Time is of the essence and I have already asked for this request previously over 10 days ago and have been put on the back burner it feels like. I would like confirmation of receiving this email and confirmation that what I am requesting is being understood fully... thanks for your services time and energies. As always stay blessed sincerely

On Nov 17, 2022 1:37 PM, Brina Blanton <blantonb@mendocinocounty.org> wrote:

Mr. [REDACTED],

I am writing in response to your request for the name of an inmate who was incarcerated at the Mendocino County Jail. The individual whose name you have requested has been released from jail, time served. Therefore, the information you have request is exempt from production under the California Government Code section 6254(c) and 6255, on the basis that the information you have requested would an unreasonable invasion of the individual's privacy as a part of his criminal history and the benefits of withholding the information outweigh the benefits of disclosure. The decision to withhold these records under the Public Records Act was made by Captain Joyce Spears of the Mendocino County Sheriff's Office.

However, if you are making this request in relation to any of your pending lawsuits, you may submit the request as a discovery request and the information can be provided to you. I understand that this may seem like an unnecessary hurdle, however, if we disclose the information to you outside of the discovery process, the County would waive its ability to claim exemptions for withholding this information if another member of the public were to request the same information in the future.

Brina A. Blanton

Deputy County Counsel

Mendocino County Counsel Office, Administration Center

501 Low Gap Rd., Rm. 1030, Ukiah, CA 95482
Main Office Line: (707) 234-6885; Fax: (707) 463-4592
Email: blantonb@mendocinocounty.org

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Mendocino County Board of Supervisors Agenda Summary

Item #: 30)

To: Board of Supervisors

From: County Counsel

Meeting Date: February 7, 2023

Department Contact: Christian Curtis

Phone: 707-234-6885

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Amendment to BOS Agreement 21-165 with Abbott & Kindermann, Inc. in the Amount of \$0, Extending the End Date from December 31, 2022 to December 31, 2023

Recommended Action/Motion:

Approve amendment to BOS agreement 21-165 with Abbott & Kindermann, Inc. in the amount of \$0, extending the end date from December 31, 2022 to December 31, 2023; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On September 14, 2021, the Board of Supervisors approved Agreement No. 21-165 with Abbott & Kindermann, Inc. in the amount of \$10,000.

On April 5, 2022, the Board of Supervisors approved Agreement No. 21-165-A2 with Abbott & Kindermann, Inc. increasing the total amount by \$10,000 for a new total of \$20,000 and extending the end date from June 30, 2022 to December 31, 2022.

On August 16, 2022, the Board of Supervisors approved Agreement No. 21-165-A-2 with Abbott & Kindermann, Inc. increasing the amount by \$25,000 for a new total of \$45,000.

Summary of Request:

County Counsel is requesting the Board approve the amendment to the agreement with Abbott & Kindermann, Inc. extending the end date to December 31, 2023. This amendment will provide additional capacity for legal work related to the proposed Bella Vista Project, with a law firm that specializes in land use issues.

Alternative Action/Motion:

Do not approve and provide direction to staff.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: n/a

Item #: 30)

Fiscal Details:**source of funding:** 2852-862189**current f/y cost:** \$18,733**annual recurring cost:** N/A**budget clarification:** N/A**budgeted in current f/y:** Yes**if no, please describe:****revenue agreement:** N/A**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

CEO Liaison: Executive Office**CEO Review:** Yes**CEO Comments:****FOR COB USE ONLY**

Executed By: Atlas Pearson, Senior Deputy Clerk**Date:** February 7, 2023**Final Status:** Approved**Executed Item Type:** Agreement **Number:** 21-165-A3

**THIRD AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 21-165**

This Third Amendment to BOS Agreement No. 21-165 is entered into this 7th day of February, 2023, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Abbott & Kindermann, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-165 was entered into on September 15, 2021; and

WHEREAS, BOS Agreement No. 21-165-A1 was entered into on April 5, 2022, extending the termination date from June 30, 2022, to December 31, 2022, and increasing the total amount set out in the original BOS Agreement No. 21-165 from \$10,000 to \$20,000; and

WHEREAS, BOS Agreement No. 21-165-A2 was entered into on August 16, 2022; inceasing the total amount from \$20,000 to \$45,000; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Abbott & Kindermann, Inc., this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date from December 31, 2022 to December 31, 2023.

NOW, THEREFORE, we agree as follows:

1. The terminate date shall be extended from December 31, 2022 to December 31, 2023.

All other terms and conditions of BOS Agreement No. 21-165, as amended by Agreement No. 21-165-A2, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Christina M. Fair 1/12/22
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: PS 2852

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME:

By: Diane Kindermann

NAME AND ADDRESS OF CONTRACTOR:

Abbott & Kindermann, Inc.

2100 21st Street

Sacramento, CA 95818

COUNTY OF MENDOCINO

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 02/07/2023

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: Amara
Deputy 02/07/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: Amara
Deputy 02/07/2023

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: 01/12/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 01/12/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Jim Hobbs
Deputy CEO or Designee

Date: 01/12/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 21-165**

This Amendment to BOS Agreement No. 21-165 is entered into this 5th day of April, 2022, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Abbott & Kindermann, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-165 was entered into on September 15, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Abbott & Kindermann, Inc., this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original BOS Agreement No. 21-165 from June 30, 2022 to December 31, 2022; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total amount set out in the original BOS Agreement No. 21-165 from \$10,000 to \$20,000.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original BOS Agreement No. 21-165 shall be extended from June 30, 2022 to December 31, 2022; and
2. The total amount set out in the original BOS Agreement No. 21-165 shall be increased from \$10,000 to \$20,000.

All other terms and conditions of BOS Agreement No. 21-165 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Chris M. Fair 2/2/22
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: PS 2852

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME:

By: Deane Kindermann

NAME AND ADDRESS OF CONTRACTOR:

Abbott & Kindermann, Inc.

2100 21st Street

Sacramento, CA 95818

COUNTY OF MENDOCINO

By: TW
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 4/05/2022

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

DARCIE ANTLE, Interim Clerk of the Board

By: Antle
Deputy 4/05/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of the Board

By: Antle
Deputy 4/05/2022

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Nathaniel R. J.
Deputy

01/26/2022

Date: _____

INSURANCE REVIEW:

By: Chris M. Fair
Risk Management

01/26/2022

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

01/26/2022

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

BOS AGREEMENT NO. _____

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 21-165**

This Amendment to BOS Agreement No. 21-165 is entered into this _____ day of _____, 2022, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Abbott & Kindermann, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-165 was entered into on September 15, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Abbott & Kindermann, Inc., this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original BOS Agreement No. 21-165 from June 30, 2022 to December 31, 2022; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total amount set out in the original BOS Agreement No. 21-165 from \$10,000 to \$20,000.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original BOS Agreement No. 21-165 shall be extended from June 30, 2022 to December 31, 2022; and
2. The total amount set out in the original BOS Agreement No. 21-165 shall be increased from \$10,000 to \$20,000.

All other terms and conditions of BOS Agreement No. 21-165 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Chris M. Fair 2/2/22
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: PS 2852

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME:

By: Diane Kindermann

NAME AND ADDRESS OF CONTRACTOR:

Abbott & Kindermann, Inc.

2100 21st Street

Sacramento, CA 95818

COUNTY OF MENDOCINO

By: _____
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Interim Clerk of the Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of the Board

By: _____
Deputy

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Nathaniel R. J.
Deputy

01/26/2022

Date: _____

INSURANCE REVIEW:

By: Chris M. Fair
Risk Management

01/26/2022

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

01/26/2022

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Abbott & Kindermann, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its legal services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Ten Thousand Dollars (\$10,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Chris M. Fair 8/20/21
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: PS 2852

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME:

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

Abbott & Kindermann, Inc.

2100 21st Street

Sacramento, CA 95818

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: SEP 15 2021

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy SEP 15 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy SEP 15 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

08/17/2021

Date: _____

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 08/17/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 08/17/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
501 Low Gap Road, Room 1030
Ukiah, CA 95482
Attn: Christian M. Curtis

To CONTRACTOR: Abbott & Kindermann, Inc.
2100 21st Street
Sacramento, CA 95818
ATTN: William Abbott, Esq.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and

other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should

abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its legal services shall not exceed \$10,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. **COOPERATION WITH COUNTY**

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. **PERFORMANCE STANDARD**

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in

Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT B

PAYMENT TERMS

ABBOTT & KINDERMANN, INC. RATE SCHEDULE

PRINCIPAL \$ 430.00 per hour
OF COUNSEL \$ 430.00 per hour
SENIOR COUNSEL \$ 390.00 per hour
SENIOR ASSOCIATE \$ 365.00 per hour
ASSOCIATE IV \$ 330.00 per hour
ASSOCIATE III \$ 275.00 per hour
ASSOCIATE II \$ 225.00 per hour
ASSOCIATE I \$ 200.00 per hour
PLANNER II \$ 150.00 per hour
PLANNER I \$ 110.00 per hour
PARALEGAL II \$ 150.00 per hour
PARALEGAL I \$ 100.00 per hour
LAW CLERK II \$ 110.00 per hour
LAW CLERK I \$ 60.00 per hour
STAFF RESEARCHER \$ 65.00 per hour

INDIRECT EXPENSES:

A charge of 4.25% of monthly fees is added to offset ordinary copying, secretarial, postage, including overnight deliveries, faxing, local and long distance telephone charges.

Court Calls and fax filing for court documents are not included.

COSTS:

Costs (including filing fees, court reporter fees, special deliveries, on-line computer research, etc.) will be billed as incurred.

SERVICES:

The following services will be billed as incurred at the following rates:

ACCOUNTING - \$50.00 per hour
OFFICE CLERK - \$15.00 per hour
MILEAGE - Current IRS rate

* Distribution from a client trust account for payment of a bill and all other payments received shall be allocated to amounts owing in the following order: (1) accrued interest; (2) costs advanced; and (3) attorney's fees.

** This Rate Schedule is adjusted December 21st of each year. This schedule may also be adjusted at any time upon thirty (30) days prior notice to client.

*** Telephone calls to or from a client, or other parties involved in matters pertaining to the client's legal affairs, are subject to a minimum charge of 0.2 hour times the applicable billing rate.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na



Mendocino County Board of Supervisors Agenda Summary

Item #: 3p)

To: Board of Supervisors

From: General Services Cultural Services Agency

Meeting Date: February 7, 2023

Department Contact: Janelle Rau

Phone: 707-463-4441

Department Contact: Doug Anderson

Phone: 707-234-6054

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization for Facilities and Fleet Division Manager to Establish a Capital Improvement Project to Replace the Willits Branch Library's Roof and Install Alternative Energy Panels and Battery Back-up in the Amount of \$494,080; and Authorization for the Facilities and Fleet Division Manager to Act as Project Manager to Enter Contracts and Approve Change Orders for the Project, Pursuant to Public Contract Code Section 20142

Recommended Action/Motion:

Authorize Facilities and Fleet Division Manager to establish a capital improvement project to replace the Willits Branch Library's roof and install alternative energy panels and battery back-up in the amount of \$494,080; and authorize Facilities Fleet Division Manager to act as Project Manager to enter contracts and approve change orders for the project, pursuant to Public Contract Code Section 20142.

Previous Board/Board Committee Actions:

The Board approved acceptance of the grant award and Resolution No. 22-229 for the Project on December 6, 2022: item 3r.

Summary of Request:

The Facilities and Fleet Division Manager is requesting authorization to establish a Capital Improvement Project to replace the Willits Branch Library's roof and install alternative energy panels and battery back-up. This project will be funded in the amount of \$247,040 by a grant from the California State Library Infrastructure Grant Program, and the remaining \$247,040 will be paid by the Library fund, Budget Unit 6110, and all work must be completed no later than March 2026.

This grant will support the Board of Supervisors' priority designation of "A Prepared and Resilient County" by providing a public space that is protected from weather and has battery backup to allow for lighting and other services to the community when there are power outages.

Alternative Action/Motion:

Not approve and provide direction to staff.

Does This Item Support the General Plan? Yes

Item #: 3p)

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At:

[<https://www.library.ca.gov/services/to-libraries/building-forward/>](https://www.library.ca.gov/services/to-libraries/building-forward/)

Fiscal Details:

source of funding: Grant and Library BU 6110

current f/y cost: NA

annual recurring cost: N/A

budget clarification: \$123,520 will be deposited this year in an unearned revenue account. The remaining \$ funds will be deposited after completion, and the Library will pay \$247,040 the year of the project.

Agreement/Resolution/Ordinance Approved by County Counsel: N/A

CEO Liaison: Nash Gonzalez, Recovery Director

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved



RESOLUTION NO. 22-229

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF GRANT FUNDS FOR THE MENDOCINO COUNTY LIBRARY – WILLITS BRANCH LIBRARY ROOF, ALTERNATIVE ENERGY PANELS, AND BATTERY BACK-UP PROJECT FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project; and

WHEREAS, Mendocino County proposes to implement Mendocino County Library – Willits Branch Library Roof, Alternative Energy Panels, and Battery Back-up Project;

WHEREAS, Mendocino County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Mendocino County intends to apply for grant funding from the California State Library for the Mendocino County Library – Willits Branch Library Roof, Alternative Energy Panels, and Battery Back-up Project.

NOW, THEREFORE, BE IT RESOLVED by the Mendocino County Board of Supervisors with acknowledgement of Mendocino County Library, as follows:


1. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the Mendocino County Cultural Services Agency Director, or designee is hereby authorized and directed to prepare and file an application for funding with the California State Library and take such other actions necessary or appropriate to obtain grant funding.
2. The Mendocino County Cultural Services Agency Director, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.
3. The Mendocino County Cultural Services Agency Director, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.
4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,

The foregoing Resolution introduced by Supervisor Mulheren, seconded by Supervisor McGourty, and carried this 6th day of December, 2022, by the following vote:

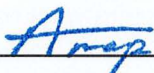
AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board



TED WILLIAMS, Chair
Mendocino County Board of Supervisors



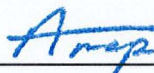
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

BY: DARCIE ANTLE
Clerk of the Board





Deputy



October 19, 2022

Deborah Fader Samson
Cultural Services Agency Director
County of Mendocino
880 N. Bush St. Cultural Services Agency
Ukiah, CA 95482

Subject: Building Forward, Library Infrastructure Grant
MENDOCINO COUNTY LIBRARY
Willits Branch Library
Grant No. BF-1-21-089

Dear Deborah Fader Samson:

This letter confirms the California State Library's award of \$247,040 in Building Forward grant funds to the County of Mendocino for the Willits Branch Library Roof, Alternative Energy Panels, & Battery Back-up project at the Willits Branch Library. These grant funds are intended to be used toward the project components detailed in the Intent to Fund letter dated September 12, 2022, and on the last page of this letter.

Per your application and the requirements set forth in SB 129 (2021), the County of Mendocino will contribute \$247,040 toward the project. Match funds are subject to the same restrictions as grant funds; may not be spent on any unallowable costs; and must be spent during the grant period at the same rate as grant funds.

This grant is governed by the Grant Agreement and Certification of Compliance. These documents, along with the first allocation claim form, will be sent separately to your organization's authorized representative by email through DocuSign and they must be signed using the DocuSign system.

The following supporting documents are also required and must be submitted through the State Library's online grant portal at: <https://webportalapp.com/sp/buildingforward>:

- Final Project Budget
- Final Project Implementation Plan

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

- A resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- If applicable: A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- If applicable: A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

The County of Mendocino will receive \$123,520 of the award following the submission and approval of all required documents. The remaining funds will be made available following the grantee's completion of the requirements outlined in the Grant Agreement and Certification of Compliance document included in the Award Packet, and in accordance with the payment schedule.

Please complete and submit all supporting documents within 30 days of receipt of this letter. Contact your grant monitor if you are not able to provide all documentation by that time.

The State Library grant monitor for this project is Kevin Webb. Your grant monitor can be reached by email at kevin.webb@library.ca.gov or phone at (916) 603-6707. Your grant monitor will be available to assist you throughout your grant period.

Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials as your original documents.

Best wishes for a successful project.

Respectfully yours,


Greg Lucas
California State Librarian

Building Forward Library Infrastructure Grant Program
BF-1-21-089
Page 3

Enclosures: Grant Agreement (for reference only)
Final Project Budget Form and List of Unallowable Costs
Final Project Implementation Plan Form
Sample Authorizing Resolution

CC: Kevin Webb
Annly Roman
Reed Strege
State Library Fiscal Office

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Grant #:	BF-1-21-089
Organization:	County of Mendocino
Library:	MENDOCINO COUNTY LIBRARY - Willits Branch Library
Project Title:	Willits Branch Library Roof, Alternative Energy Panels, & Battery Back-up
Grant Award Amount:	\$247,040
Local Match Amount:	\$247,040
Total Project Budget:	\$494,080
Grant Period Start Date:	Upon execution of Grant Agreement
Grant Period End Date:	No later than March 2026
Approved Uses (Outputs):	Roof Replacement Alternative Energy Panels & Backup

Please understand that it can take from six to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

The County of Mendocino is required to provide financial and narrative reports throughout the grant period as outlined in the Grant Agreement and Certificate of Compliance. A final financial and narrative report will be due within 30 days after the project is complete. Grantees will also be required to provide updates throughout the grant period upon request. Progress documentation (e.g. photos or video of grant-funded work) will be required with each report. Reports should be submitted to your grant monitor.

PAYMENTS

Grant payments will be made based on the payment schedule specified in the Grant Agreement. Ten percent (10%) of the full grant award will be withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant terms and conditions. Note: This 10% is separate from the project contingency (if one was included in the budget).

GRANT MONITOR CONTACT

We want your project to be successful. Please work with your grant monitor throughout implementation of your project.

Grant Monitor:	Kevin Webb
Email Address:	kevin.webb@library.ca.gov
Phone Number:	(916) 603-6707



Mendocino County Board of Supervisors Agenda Summary

Item #: 3q)

To: Board of Supervisors

From: General Services

Meeting Date: February 7, 2023

Department Contact: Janelle Rau

Phone: 707-234-6037

Department Contact: Doug Anderson

Phone: 707-234-6054

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Renewing the Finding Made in Resolution No. 22-247 that the Deteriorating Condition of the Administration Center Server Room Cooling System Constitutes an Emergency that Requires Immediate Action to Prevent or Mitigate the Loss or Impairment of County Property and Ability to Provide Essential Public Services and Determining There is a Need to Continue With the Contract to Resolve the Emergency

Recommended Action/Motion:

Approve renewing the finding made in Resolution No. 22-247 that the deteriorating condition of the Administration Center server room cooling system constitutes an emergency that requires immediate action to prevent or mitigate the loss or impairment of County property and ability to provide essential public services and determine there is a need to continue with the contract to resolve the emergency.

Previous Board/Board Committee Actions:

In the December 13 meeting the Board adopted Resolution No. 22-247 approving and emergency agreement with Kirby Constructions Company, Inc. in the amount of \$250,000 for the Capital Improvement project to replace the cooling equipment serving the Administration Center Server Room along with the necessary findings of the emergency conditions and authorization for the Purchasing Agent to execute the agreement and related documents.

January 10, 2023, the Board of Supervisors approved the continuance of the emergency for this project.

January 24, 2023, the Board of Supervisors approved the continuance of the emergency for this project.

Summary of Request:

Public Contract Code Section 22050(a)(1) defines the conditions under which the Board may take emergency action to issue contracts without following the competitive bidding requirements set forth elsewhere in the Public Contract Code. In addition to the findings and resolution adopted at the December 13 meeting, the Board must review the emergency action at each regularly scheduled meeting until the action is terminated. The emergency in this case is the deteriorating condition of the Administration Center server room cooling system and the emergency action was the award of the contract which will continue until the work is completed and the new system is fully operational.

Item #: 3q)

At this time the Contract has been awarded and the necessary equipment ordered by the contractor. Because the emergency has not yet been resolved, it continues to exist and there is a need to continue with this contract in order to resolve the conditions causing the emergency.

Alternative Action/Motion:

Provide direction to staff

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisory District: District 2

vote requirement: 4/5ths

Supplemental Information Available Online At:

Fiscal Details:

source of funding: CI 1710

current f/y cost: \$250,000

annual recurring cost: No

budget clarification: There are no specific costs associated with the continuation of the emergency

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: N/A

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: Approved

Date: February 7, 2023





Mendocino County Board of Supervisors Agenda Summary

Item #: 3r)

To: Board of Supervisors

From: Human Resources

Meeting Date: February 7, 2023

Department Contact: William Schurtz

Phone: 707.234.6600

Department Contact: Brandy Dalzell

Phone: 707.234.6600

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Approving New Classification of Supervising Permit Technician, \$63,689.60 - \$77,417.60/Annually; and Amending the Position Allocation Table as Follows: Budget Unit 2851, Add 1.0 FTE Supervising Permit Technician

Recommended Action/Motion:

Adoption of Resolution approving new classification of Supervising Permit Technician, \$63,689.60 - \$77,417.60/Annually; and Amending the Position Allocation Table as Follows: Budget Unit 2851, Add 1.0 FTE Supervising Permit Technician; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On June 21, 2022, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2022-2023 Budget, Resolution Number 22-149.

Summary of Request:

The Human Resources Department is charged, as part of the overall maintenance of the classification and compensation plan, to evaluate current classifications, create new classifications (including appropriate salary levels), reclassify positions, examine requests for salary grade adjustments, analyze allocations, and make recommendations for additions, modifications, and corrections.

Following the request of a new classification by Planning & Building, Human Resources contracted with CPS HR Consulting, to complete the study for a new classification. Upon completion of the study, it was determined the Planning & Building Department would benefit from having a Supervising Permit Technician. This new classification will be responsible for planning, overseeing, supervising and performing technical and administrative work related to the building permit applications and related documents. An incumbent will exercise a full range of supervisory responsibility for assigned counter staff.

On January 18, 2023, the Civil Service Commission approved the new specification classification for Supervising Permit Technician.

The impact shown below for this fiscal year reflects the approximate increase to Budget Unit 2851 at Step 5 and includes the cost of benefits. The annual recurring cost shown below is calculated at Step 5 including the

Item #: 3r)

cost of benefits.

The County has fulfilled its obligation with the affected bargaining unit in accordance with Myers-Milias-Brown Act (MMBA).

Alternative Action/Motion:

Do not adopt recommendation and direct staff.

Does This Item Support the General Plan? Yes

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget 2851

current f/y cost: \$106,300.32 *Includes cost of benefits*

annual recurring cost: \$131,609.92 *Includes cost of benefits*

budget clarification: Associated costs will be absorbed by department

budgeted in current f/y: No

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Cherie Johnson, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Adopted

Executed Item Type: Resolution **Number:** 23-028



RESOLUTION NO. 23-028

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 22-149 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below positions within their existing fiscal year budgets; and

WHEREAS, on January 18, 2023, the Civil Service Commission approved the new classification specification of Supervising Permit Technician; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
Add to Budget Unit 2851				
1.0 FTE	Supervising Permit Technician	2514	101 - SEIU	\$30.62 - \$37.22

The effective date of this Resolution shall be February 19, 2023, to coincide with the beginning of Pay Period 05-23.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:


AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board


Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel




GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board


Deputy

RESOLUTION NO. 23-028

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 22-149 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below positions within their existing fiscal year budgets; and

WHEREAS, on January 18, 2023, the Civil Service Commission approved the new classification specification of Supervising Permit Technician; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
Add to Budget Unit 2851				
1.0 FTE	Supervising Permit Technician	2514	101 - SEIU	\$30.62 - \$37.22

The effective date of this Resolution shall be February 19, 2023, to coincide with the beginning of Pay Period 05-23.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3s)

To: Board of Supervisors

From: Human Resources

Meeting Date: February 7, 2023

Department Contact: William Schurtz

Phone: 707.234.6600

Department Contact: Brandy Dalzell

Phone: 707.234.6600

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Authorizing Title Change of Supervising Juvenile Corrections Officer to Supervising Youth Corrections Officer and From Juvenile Corrections Officer to Youth Corrections Officer

Recommended Action/Motion:

Adoption of Resolution authorizing title change of Supervising Juvenile Corrections Officer to Supervising Youth Corrections Officer and From Juvenile Corrections Officer to Youth Corrections Officer; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On June 21, 2022, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2022-2023 Budget, Resolution Number 22-149.

Summary of Request:

The Human Resources Department is charged, as part of the overall maintenance of the classification and compensation plan, to evaluate current classifications, create new classifications (including appropriate salary levels), reclassify positions, examine requests for salary grade adjustments, analyze allocations, and make recommendations for additions, modifications, and corrections.

Following recent legislation passed which will close the California Department of Juvenile Justice, the state system that currently houses and treats youth who have committed the most serious crimes, to be shut down by June 30, 2023. The Probation Department and Human Resources have reviewed and modified the Juvenile Corrections Officer & Supervising Juvenile Corrections Officer (JCO & SJCO) classifications. With the passing of SB 823, minors who commit 707(b) offenses and are not granted probation, are now housed and treated locally in county facilities up to the maximum of age 25 years old. The classification specification for JCO & SJCO have been updated to suitably reflect the language changes from "juvenile" to "youth" and "Juvenile Hall" to "facility".

In addition, the minimum qualifications for each classification were modified to appropriately ensure the incumbents have the baseline needs to successfully perform in their classification. The modifications also allow for a larger candidate pool for future recruitments.

Item #: 3s)

The modifications will not affect incumbents in the classification.

Alternative Action/Motion:

Do not adopt and recommendation and direct staff.

Does This Item Support the General Plan? N/A

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: N/A

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Cherie Johnson, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Adopted

Executed Item Type: Resolution **Number:** 23-029



RESOLUTION NO. 23-029

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 22-149 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below positions within their existing fiscal year budgets; and

WHEREAS, on January 18, 2023, the Civil Service Commission approved the classification specification modification to Youth Correctional Officer and Supervising Youth Correctional Officer; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
Title Change From				
	Supervising Juvenile Corrections Officer	2452	714 - MCPEA	\$29.68 - \$36.08
	Juvenile Corrections Officer	2012	714 – MCPEA	\$24.38 - \$29.63
Title Change To				
	Supervising Youth Corrections Officer	No Change	No Change	No Change
	Youth Corrections Officer	No Change	No Change	No Change

The effective date of this Resolution shall be February 19, 2023, to coincide with the beginning of Pay Period 05-23.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

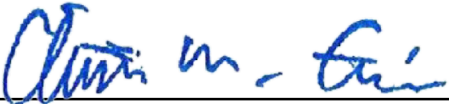
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board



Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel





GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board



Deputy

RESOLUTION NO. 23-029

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 22-149 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below positions within their existing fiscal year budgets; and

WHEREAS, on January 18, 2023, the Civil Service Commission approved the classification specification modification to Youth Correctional Officer and Supervising Youth Correctional Officer; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
Title Change From				
	Supervising Juvenile Corrections Officer	2452	714 - MCPEA	\$29.68 - \$36.08
	Juvenile Corrections Officer	2012	714 – MCPEA	\$24.38 - \$29.63
Title Change To				
	Supervising Youth Corrections Officer	No Change	No Change	No Change
	Youth Corrections Officer	No Change	No Change	No Change

The effective date of this Resolution shall be February 19, 2023, to coincide with the beginning of Pay Period 05-23.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3t)

To: Board of Supervisors

From: Planning and Building Services

Meeting Date: February 7, 2023

Department Contact: Adrienne Thompson

Phone: 707-234-6650

Department Contact: Julia Krog

Phone: 707-234-6650

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Second Amendment to BOS Agreement 20-039 with West Business Development Center to Adjust the Cost Matrix for the CDBG CV-1 (COVID) Funds for Microenterprise Technical and Financial Assistance to Reflect a Decrease in Financial Assistance, an Increase in Technical Assistance, and Extension of the Termination Date to June 30, 2023

Recommended Action/Motion:

Approve the second amendment to BOS Agreement 20-039 with West Business Development Center to adjust the cost matrix for the CDBG CV-1 (COVID) funds for Microenterprise Technical and Financial Assistance to reflect a decrease in financial assistance, an increase in technical assistance, and extension of the termination date to June 30, 2023; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:

The Board approved Resolution No. 19-029 on February 5, 2019, authorizing the submittal of an application to the State Department of Housing and Community Development (HCD) to receive CDBG Grant Funds. On May 5th, 2020, Item 4n, the original contract with West Business Development Center (BDC) was approved, however, it had an incorrect reference to the CDBG grant number. On March 23, 2021, the Board of Supervisors approved, Item No. 4y, the first amendment to BOS Agreement 20-039, which implemented the CDBG CV-1 (COVID) funds in the amount of \$271,776.

Summary of Request:

On May 5, 2020, Planning and Building Services (PBS) entered into a contract with West BDC to operate the County's Microenterprise Technical Assistance Services Program for Grant No. 18-CDBG-12929. West BDC was awarded the original contract by responding to the Request for Proposal. West BDC has been the operator of the County's Microenterprise Technical Assistance Program for several CDBG Grant cycles, including the 2008, 2010, 2012, and 2018. The additional funding reflected in the first amendment specified the amount for Financial and Technical Assistance from the State's COVID funding, CV-1 (20-CDBG-CV1-00035). The administration cost for West BDC and Mendocino County was reflected in the original agreement (BOS Agreement No. 20-039). The first amendment implemented the CDBG Cares Act Round 1 funds for the purpose of establishing a Microenterprise Technical and Financial Assistance program to help microenterprise businesses sustain themselves and pursue business activities during the COVID-19 period. This program is to provide financial assistance in the form of mini grants of up to \$10,000 combined with technical assistance to

Item #: 3t)

ensure the funds are used in a way that meets the micro entrepreneur's needs, program goals, and CDBG program requirements. West BDC is the program operator and will award grants to support micro businesses in need that meet CDBG COVID-19 Cares Act eligibility requirements.

This second amendment to BOS Agreement 20-039 is extending the termination date from December 31, 2022, to June 30, 2023, to incorporate the State's extension for the use of the CV-1 funds and amending the cost matrix as discussed by the Board of Supervisors on July 26, 2022. At that meeting, the Board noted approval to move \$20,000 from mini grants to technical assistance leaving \$100,000 for future grants.

Alternative Action/Motion:

Do not approve the amendment agreement and provide direction to staff.

Does This Item Support the General Plan? N/A

Strategic Plan Priority Designation: A Thriving Economy

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: 0402-862189

current f/y cost: \$208,802

annual recurring cost: \$245,039

budget clarification: N/A

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved

Executed Item Type: Agreement **Number:** 20-039-A2



**SECOND AMENDMENT TO COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT NO. BOS 20-039**

This Second Amendment to Agreement No. BOS 20-039 is entered into this 7th day of Feb , 2023 , by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and West Business Development Center, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. BOS 20-039 was entered into on May 5, 2020; and

WHEREAS, first Amendment, BOS Agreement 20-039-A1 was entered into on March 23, 2021; and

WHEREAS, upon execution of this document by the County of Mendocino and the Contractor, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to extend the termination date set out in the original Agreement No. BOS 20-039, from December 31, 2022 to June 30, 2023; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to amend Exhibit B to revise the cost matrix as described in attachment A-2 and attachment A-3.

NOW, THEREFORE, we agree as follows:

1. The Termination date set out in the original Agreement No. BOS 20-039 will be extended from December 31, 2022 to June 30, 2023.
2. Exhibit B – Payment Terms as set out in Agreement No. BOS 20-039 and amended by Agreement Amendment BOS 20-39-A1 are hereby amended and superseded by the form of Exhibit B attached hereto as Attachment A-2 and Attachment A-3.

All other terms and conditions of Agreement No. BOS 20-039 and BOS 20-039-A1 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Julia Vog 1/11/2023
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: UB (0402) Project Code: UBCV1

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: 18-CDBG-12929

COUNTY OF MENDOCINO

By: Glenn McCourt
GLENN McCOURTY, Chair
BOARD OF SUPERVISORS

Date: 02/07/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Araps
Deputy 02/07/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Araps
Deputy 02/07/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 01/11/2023

CONTRACTOR/COMPANY NAME:

By: Mary Anne Petrillo

NAME AND ADDRESS OF CONTRACTOR:

West Business Development Center

345 N. Franklin Street, Fort Bragg, CA 95437

PO Box 1110, Mendocino, CA 95460

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Man / Lisa
Deputy

Date: 01/11/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Jim Hobbs
Deputy CEO or Designee

Date: 01/11/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ RFP
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

Attachment A-2

EXHIBIT B

PAYMENT TERMS

CONTRACTOR shall submit quarterly reports to COUNTY, itemizing work performed in accordance with this Agreement. COUNTY will pay CONTRACTOR for services provided, in four equal quarterly payments, within 30 days upon receipt of quarterly report and invoice.

Microenterprise Assistance Cost Matrix Mendocino County 18-CDBG-12929			
Direct Program Administration	Hours	Rate	Total
Performance Reports /Compliance Tracking and Monitoring	509	\$70.00	\$35,630
Outreach Development			
Planning and Outreach development	1,541	\$100.00	\$154,100
Microenterprise Technical Assistance			
1 on 1 consulting during the contract period	1,040	\$170.00	\$176,800
Ascertain Readiness	200	\$225.00	\$45,000
Creation of Service Plan (SOW)	225	\$225.00	\$50,625
Goal Attainment & Training	Per Occurrence	Rate	Total
Specialized Group Facilitation	4	\$3,200	\$12,800
Business Training / Workshops	10	\$2,500	\$25,000
			\$499,955

Attachment A-3

EXHIBIT B

PAYMENT TERMS

CONTRACTOR shall submit quarterly reports to COUNTY, itemizing work performed in accordance with this Agreement. COUNTY will pay CONTRACTOR for services provided, in four equal quarterly payments, within 30 days upon receipt of quarterly report and invoice.

Cost Matrix Mendocino County 20-CDBG-CV1-00035	
Financial Assistance	\$219,902
Technical Assistance	\$34,715
General Administration	\$17,159
Total:	\$271,776

[END OF PAYMENT TERMS]



Mendocino County Board of Supervisors Agenda Summary

Item #: 3u)

To: Board of Supervisors

From: Public Health

Meeting Date: February 7, 2023

Department Contact: Dr. Andrew Coren

Phone: 472-2600

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Finding That State and Local Officials Continue to Recommend Measures to Promote Social Distancing In Connection With Public Meetings

Recommended Action/Motion:

Adopt Resolution finding that State and local officials continue to recommend measures to promote social distancing in connection with public meetings; authorize Chair to sign same.

Previous Board/Board Committee Actions:

On November 9, 2021, the Board of Supervisors discussed this item 5a) and requested that this item return for Board discussion every 30 days for reaffirmation.

Summary of Request:

Pursuant to new legislation (AB 361), the Board is required to reconsider the circumstances of the emergency and make a finding of whether state or local officials continue to recommend social distancing measures. This finding must be renewed every thirty (30) days if any member(s) of the Board of Supervisors will be participating from a location not open to the public. Mendocino County Health Officer Dr. Andrew Coren made such a recommendation on September 29, 2021, which continues to be in place as of the time of agenda publication.

Alternative Action/Motion:

No action.

How Does This Item Support the General Plan? n/a

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: N/A

budgeted in current f/y: N/A

Item #: 3u)

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: N/A

if no, please describe:

revenue agreement: N/A

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Executive Office

CEO Review: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Adopted

Executed Item Type: Resolution Number: 23-030



RESOLUTION NO. 23-030

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO FINDING THAT STATE OR LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES TO PROMOTE SOCIAL DISTANCING IN CONNECTION WITH PUBLIC MEETINGS

WHEREAS, all meetings of the Mendocino County Board of Supervisors and its legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963), so that any member of the public may attend, participate, and view the legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency declaring a state of emergency exists due to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), pursuant to the California Emergency Services Act (Government Code section 8625) and that State of Emergency is still in effect in the State of California; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the state Legislature have exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution the state Legislature; and

WHEREAS, the California Department of Industrial Relations has issued regulations related to COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of Regulations, Section 3205(c)(5)(D) specifically recommends physical (social) distancing as one of the measures to decrease the spread of COVID-19 based on the fact that particles containing the virus can travel more than six feet, especially indoors; and

WHEREAS, the Mendocino County Public Health Officer continues to recommend teleconferencing during public meetings of all legislative bodies to protect the community's health against the spread of COVID-19, based in part on the continued increased safety protection that physical/social distancing provides as one means by which to reduce the risk of COVID-19 transmission; and

WHEREAS, the Mendocino County Board of Supervisors finds that state or local officials have imposed or recommended measures to promote social distancing based on the Mendocino County Public Health Officer recommendation and the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(c)(5)(D); and

WHEREAS, as a consequence, the Mendocino County Board of Supervisors does hereby find that current conditions meet the circumstances set for in Government Code section 54953(e)(3) to allow this legislative body to conduct its meetings by teleconferencing without compliance with Government Code section 54953 (b)(3), pursuant to Section 54953(e), and that such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed by Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

NOW, THEREFORE, BE IT RESOLVED by the Mendocino County Board of Supervisors, as follows:

SECTION 1. RECITALS.

All of the above recitals are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. STATE OR LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES TO PROMOTE SOCIAL DISTANCING IN CONNECTION WITH PUBLIC MEETINGS.

The Mendocino County Board of Supervisors finds that State or local officials continue to recommend measures to promote social distancing pursuant to Government Code section 54953(e)(3) to allow legislative bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.

SECTION 3. REMOTE TELECONFERENCE MEETINGS.

The Mendocino County Board of Supervisors is hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mendocino County Board of Supervisors, that this finding is also made by the Mendocino County Board of Supervisors in its capacity and the governing Board of the Mendocino County Water Agency, the Board of Directors of the of the Mendocino County Air Quality Management District, and each and every other such body for which the Board of Supervisors is the ex officio governing body.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None


WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board



Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel





GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board



Deputy

RESOLUTION NO. 23-030

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO FINDING THAT STATE OR LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES TO PROMOTE SOCIAL DISTANCING IN CONNECTION WITH PUBLIC MEETINGS

WHEREAS, all meetings of the Mendocino County Board of Supervisors and its legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963), so that any member of the public may attend, participate, and view the legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency declaring a state of emergency exists due to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), pursuant to the California Emergency Services Act (Government Code section 8625) and that State of Emergency is still in effect in the State of California; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the state Legislature have exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution the state Legislature; and

WHEREAS, the California Department of Industrial Relations has issued regulations related to COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of Regulations, Section 3205(c)(5)(D) specifically recommends physical (social) distancing as one of the measures to decrease the spread of COVID-19 based on the fact that particles containing the virus can travel more than six feet, especially indoors; and

WHEREAS, the Mendocino County Public Health Officer continues to recommend teleconferencing during public meetings of all legislative bodies to protect the community's health against the spread of COVID-19, based in part on the continued increased safety protection that physical/social distancing provides as one means by which to reduce the risk of COVID-19 transmission; and

WHEREAS, the Mendocino County Board of Supervisors finds that state or local officials have imposed or recommended measures to promote social distancing based on the Mendocino County Public Health Officer recommendation and the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(c)(5)(D); and

WHEREAS, as a consequence, the Mendocino County Board of Supervisors does hereby find that current conditions meet the circumstances set for in Government Code section 54953(e)(3) to allow this legislative body to conduct its meetings by teleconferencing without compliance with Government Code section 54953 (b)(3), pursuant to Section 54953(e), and that such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed by Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

NOW, THEREFORE, BE IT RESOLVED by the Mendocino County Board of Supervisors, as follows:

SECTION 1. RECITALS.

All of the above recitals are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. STATE OR LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES TO PROMOTE SOCIAL DISTANCING IN CONNECTION WITH PUBLIC MEETINGS.

The Mendocino County Board of Supervisors finds that State or local officials continue to recommend measures to promote social distancing pursuant to Government Code section 54953(e)(3) to allow legislative bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.

SECTION 3. REMOTE TELECONFERENCE MEETINGS.

The Mendocino County Board of Supervisors is hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mendocino County Board of Supervisors, that this finding is also made by the Mendocino County Board of Supervisors in its capacity and the governing Board of the Mendocino County Water Agency, the Board of Directors of the of the Mendocino County Air Quality Management District, and each and every other such body for which the Board of Supervisors is the ex officio governing body.

The foregoing Resolution introduced by Supervisor Haschak, seconded by Supervisor Williams, and carried this 7th day of February, 2023, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3v)

To: Board of Supervisors

From: Sheriff-Coroner

Meeting Date: February 7, 2023

Department Contact: Matthew Kendall

Phone: 707-463-4085

Department Contact: Megan Miltimore

Phone: 707-468-3451

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization to Purchase Military Equipment that Includes Two Kinetic Breaching Tools, One Electric Hydraulic Breaching Tool and One Drone Kit for the Mendocino County Sheriff's Office in the Total Amount of \$59,064.88; and Addition of the Items to the County's List of Fixed Assets

Recommended Action/Motion:

Authorize the purchase of military equipment that includes two kinetic breaching tools, one electric hydraulic breaching tool and one drone kit for the Mendocino County Sheriff's Office in the total amount of \$59,064.88; and add the items to the County's list of fixed assets.

Previous Board/Board Committee Actions:

The Board approves fixed asset purchases as necessary throughout the year.

Summary of Request:

The Sheriff's Office is in need of military equipment that includes the following items: Two (2) kinetic breaching tools in the amount of \$21,402.88 which will be used for forced entry during high-risk situations where breaching is required; one (1) electric hydraulic breaching multi-purpose rescue tool kit in the amount of \$23,665.00 that consists of a door pusher, jamb spreader, bolt cutter and low profile spreader that will provide a paramount breaching capability that increases operator safety during high-risk situations where breaching is required; and one (1) drone kit in the amount of \$13,997.00 which will be utilized to enhance the Sheriff's Office mission of protecting lives and property when other means and resources are not available or are less effective.

All requested items are considered to be classified as military equipment under the Sheriff's Office Military Equipment Use Policy 709, Section 709.1.1, which was adopted by the Board on August 16, 2022 per Ordinance No. 4511 pursuant to AB 481.

Alternative Action/Motion:

Return to staff for alternate handling.

Does This Item Support the General Plan? N/A

Item #: 3v)

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 0474 WR-864370

current f/y cost: \$59,064.88

annual recurring cost: N/A

budget clarification: One-time purchase using Cal MMET funds.

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: N/A

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: February 7, 2023

Final Status: Approved



FA # _____

Fixed Asset Request Form - FY 2022/23 Budget

NOTE: Fixed assets are those items (even if purchased separately, are part of one unit) that have a useful life of more than one year and are valued at \$5,000 or more. Note: Office furniture, as an example, (panels, files, desktops, shelves etc) should be considered a fixed asset, if costing more than \$5,000, even if individual parts of the unit are less than \$5,000. Do not include vehicles on this form.

Department: MCSO Budget Unit: 0474 Org Code: WR

Item Description: Kinetic Breaching Tool	Quantity: 2	Cost: \$21,402.88
Manufacture: KBT	Model#: KIT-ATIKKB3-1000	Quote Source: Vendor
Justification and Funding Source: Cal MMET WR-864370		
The Sheriff's Office is in need of two kinetic breaching tools which will be used for forced entry to defeat door hardware used during high risk situations where breaching is required. These tools are classified as military equipment under the Sheriff's Policy 709 (Military Equipment Use Policy).		
Requested By: Lt. Joseph Comer		

Item Description: Electric Hydraulic Breaching Tool	Quantity: 1	Cost: \$ 23,665.00
Manufacture: Rapid Assault Tools	Model#: HRP4-BAT GEN 4	Quote Source: Vendor
Justification and Funding Source: Cal MMET WR-864370		
The Sheriff's Office is in need of an electric hydraulic breaching tool (Hydraulic RatPak) which is a multi-purpose rescue kit that consists of a door pusher, jamb spreader, bolt cutter and low profile spreader. This equipment will provide a paramount breaching capability that increases operator safety during high-risk situations where breaching is required.		
Requested By: Lt. Joseph Comer		

Item Description: LEMUR S Drone Kit	Quantity: 1	Cost: \$13,997.00
Manufacture: BRINC Drones Inc.	Model#: L-0001, L-0013, L-0014	Quote Source: Vendor
Justification and Funding Source: Cal MMET WR-864370		
The Sheriff's Office is in need of a drone kit which will enhance the Sheriff's ability to protect lives and property, and investigate crimes, when other means and resources are not available or are less effective.		
Requested By: Lt. Joseph Comer		

ORDINANCE NO. 4511

**UNCODIFIED ORDINANCE TO ADOPT THE MENDOCINO COUNTY SHERIFF'S OFFICE
MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481**

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021;
and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency
by which California law enforcement agencies fund, acquire, and/or use military equipment, as
defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of
their applicable governing body, by adoption of a military equipment use policy, prior to taking
certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval
for a military equipment use policy to submit to the applicable governing body an annual military
equipment report for each type of military equipment approved by the governing body within one
year of approval, and annually thereafter so long as the military equipment is available for use;
and

WHEREAS, AB 481 requires the applicable governing body of the California law
enforcement agency to annually review the military equipment use policy to either disapprove a
renewal of the authorization of a type of military equipment or amend the military equipment use
policy.

NOW THEREFORE, the Board of Supervisors of the County of Mendocino ordains as
follows:

Section 1.

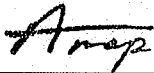
The attached policy, titled "Military Equipment", shall be added to the Mendocino County
Sheriff's Office Policy Manual as "Military Equipment Use Policy" and designated section 709
under Chapter 7 of the Mendocino County Sheriff's Office Policy Manual.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mendocino, State of California, on this 16th day of August, 2022, by the following roll call vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams
NOES: None
ABSENT: None

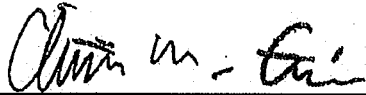
WHEREUPON, the Chair declared the Ordinance passed and adopted and **SO ORDERED**.

ATTEST: DARCIE ANTLE
Clerk of the Board



Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

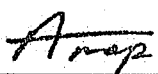




TED WILLIAMS, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board



Deputy

ORDINANCE SUMMARY

UNCODIFIED ORDINANCE TO ADOPT THE MENDOCINO COUNTY SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

This uncodified ordinance approves the Mendocino County Sheriff's Office Military Equipment Policy, which shall be added to the Mendocino County Sheriff's Office Policy Manual.

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Type – Means each item that shares the same manufacturer model number.

Mendocino County Sheriff's Office

Mendocino Co SO Policy Manual

Military Equipment

709.2 POLICY

It is the policy of the Mendocino County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Identifying office equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (b) Conducting an inventory of all military equipment at least annually.
- (c) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mendocino County Sheriff's Office (Government Code § 7071).
- (d) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).

709.4 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

Mendocino County Sheriff's Office

Mendocino Co SO Policy Manual

Military Equipment

709.5 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

709.6 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include the following information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.
- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

709.7 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Upon approval of a military equipment policy the Department will have a procedure established for a person to register a complaint or concern, or submit a question about the use of a type of military equipment, including how the Department will respond in a timely manner.

709.8 COMPLIANCE

The Professional Standards Bureau should conduct an annual internal audit for compliance with this policy and prepare and submit a written report to the Sheriff or designee of the results. Any violations will be referred to the Administrative Services Lieutenant and handled in accordance with policy section 1020.

Mendocino County Sheriff's Office

Mendocino Co SO Policy Manual

Military Equipment

709.9 SUPPLY LEVELS

When stocks of expendable military equipment types have been exhausted or fall below minimum stock levels, the Department may order that amount necessary to replenish and maintain minimum stock necessary to support availability and Department needs during the calendar year without governing board approval.

709.10 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: Military Equipment Inventory.pdf