

GLENN MCGOURTY
1st District
Supervisor

**MAUREEN
MULHEREN**
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor
Chair

TED WILLIAMS
5th District
Supervisor
Vice-Chair



COUNTY ADMINISTRATION CENTER
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MENDOCINO COUNTY
BOARD OF SUPERVISORS
BOARD OF SUPERVISORS AGENDA

AMENDED AGENDA
August 03, 2021 - 9:00 AM
BOARD CHAMBERS, ROOM 1070
COUNTY ADMINISTRATION CENTER

Effective March 20, 2020, the Mendocino County Board of Supervisors meetings will be conducted virtually and not available for in person public participation (pursuant to State Executive Order N-29-20). 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. Comment may be made in any of the following ways: via written comment to bos@mendocinocounty.org, through our online eComment platform at <https://mendocino.legistar.com/Calendar.aspx>, through voicemail messaging by calling 707-234-6333, or by telephone via telecomment. 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>

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

1a) Roll Call

1b) Pledge of Allegiance

2. PROCLAMATIONS

Items in this section are automatically adopted unless specifically pulled by a Supervisor. Proclamations may be presented or commented on as needed.

3. 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>.*

3a) Public Expression

Attachments: 08-02-21 MCA Correspondence
 08-02-21 Zaiac Correspondence
 08-03-21 Welch Correspondence
 08-02-21 Thilman Correspondence

4. 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.

5. COUNTY EXECUTIVE OFFICE AND DEPARTMENTAL MATTERS

**5a) Discussion and Possible Action Including an Update Associated with the Novel Coronavirus (COVID-19); and Provide Possible Direction Regarding Essential Services in Mendocino County, Operational Preparation and Response, and Associated Countywide Economic Impacts
(Sponsor: Public Health)**

Recommended Action:

Receive update regarding COVID-19 in the County, discuss and/or provide direction regarding essential services in Mendocino County, operational preparation and response, and associated countywide economic impacts.

Attachments: [08-03-21 Presentation](#)
[08-02-21 Shine Correspondence](#)
[08-02-21 Shattuck Correspondence](#)
[08-03-21 Woods Correspondence](#)
[08-03-21 Mendocino County Lodging Operators Correspondence](#)

**5b) Discussion and Possible Action Including Selection of Outside Counsel to Provide Legal Advice and Representation to the Mendocino County Sheriff's Office Regarding Areas in Which County Counsel Has a Conflict of Interest
(Sponsor: County Counsel)**

Recommended Action:

Select outside counsel to provide legal advice and representation to the Mendocino County Sheriff's Office regarding areas in which County Counsel has a conflict of interest.

Attachments: [Cole Huber, LLP](#)
[Manning & Kass, Ellrod, Ramirez, Trester, LLP](#)
[Porter Scott, LLP](#)
[Aaronson, Dickerson, Cohn & Lanzone, LLP](#)
[08-02-21 Coast Democratic Club Correspondence](#)

**5c) Discussion and Possible Action Regarding Approval of Modification to the Current Resident Deputy Pay Incentive Plans for the Round Valley and South Coast Positions
(Sponsor: Sheriff-Coroner)**

Recommended Action:

Approve modification to the current Resident Deputy Pay Incentive Plans for the Round Valley and South Coast positions.

5d) Discussion and Possible Action Including Acceptance of the Presentation of the Board of Supervisors' Prioritized Worksheets Regarding Projects for Strategically Investing One-Time Pacific Gas & Electric Disaster Settlement Funds (Sponsor: Executive Office)

Recommended Action:

Accept presentation of the Board of Supervisors' prioritized worksheets regarding projects for strategically investing one-time Pacific Gas and Electric (PG&E) disaster settlement funds.

Attachments: [PG&E Funded per BOS Combined Method](#)
[PG&E Matrix Spend Templates](#)
[08-02-21 Clark Correspondence](#)
[08-03-21 Kelly Correspondence](#)
[08-03-21 McCowen Correspondence](#)
[08-03-21 Reinhard Correspondence](#)
[08-03-21 Reynolds Correspondence](#)
[08-03-21 Boyd Correspondence](#)
[08-03-21 Dolan Correspondence](#)
[08-03-21 Kellev Correspondence](#)

**5e) Discussion and Possible Action Including Adoption of Resolution Authorizing Department of Transportation to Authorize, for an Amount Greater Than Previously Authorized, Department of Transportation Contract Number 200055 Bid Additives 1 and 2, for the Reconstruction and Widening of East Side Potter Valley Road, County Road 240, Milepost 4.95 to 5.09 and Milepost 6.37 to 6.58 (Potter Valley Area) (Continued from July 13, 2021)
(Sponsor: Transportation)**

Recommended Action:

Adopt Resolution authorizing Department of Transportation to authorize, for an amount greater than previously authorized, Department of Transportation Contract Number 200055 Bid Additives 1 and 2, for the reconstruction and widening of East Side Potter Valley Road, County Road 240, milepost 4.95 to 5.09 and milepost 6.37 to 6.58 (Potter Valley Area); and authorize Chair to sign same.

Attachments: [Resolution 21-116](#)
[Resolution](#)
[Letter and Bid Additive 1 and 2](#)

**5f) Chief Executive Officer's Report
(Sponsor: Executive Office)**

Recommended Action:

Accept the Chief Executive Officer's report.

- 5g) 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: [7.22.21 CDAA Request - Drought DG](#)

6. BOARD OF SUPERVISORS AND MISCELLANEOUS

- 6a) Discussion and Possible Action Including Adoption of a Resolution Declaring the Intent of the Mendocino County Board of Supervisors to Reduce and Eliminate the Carbon Footprint of Buildings and Operations of the County of Mendocino, with an Initial Investment of at Least \$2 Million
(Sponsors: Supervisor Gjerde and Supervisor Haschak)**

Recommended Action:

Adopt Resolution declaring the intent of the Mendocino County Board of Supervisors to reduce and eliminate the carbon footprint of the buildings and operations of the County of Mendocino, with an initial investment of at least \$2 million; and authorize Chair to sign same.

Attachments: [Resolution 21-117](#)
[Carbon-Free Mendocino Resolution CoCo edits](#)
[08-01-21 Ciancutti Correspondence](#)

- 6b) 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 and Designate an Appropriate Department for Oversight, Approve and Authorize Expenditure of Designated Funds in the Planning and Building Budget for Contracting up to \$15,000 and Acknowledge Land Improvement Budget Unit 1910 Has Expended \$20,000 in Staff Effort to Date and Anticipates That an Additional \$20,000 to \$40,000 in Staff Effort Will Be Required to Complete This Process for a Total Estimated Cost Of \$60,000 (Sherwood Road Area)**

(Sponsors: Supervisor Gjerde, Supervisor Haschack and Transportation)

Recommended Action:

Direct staff to continue working on necessary steps to implement the County Service Area 3 Benefit Zone Pilot Program for the Sherwood Road area, determine and designate an appropriate department for oversight, approve and authorize expenditure of designated funds in the Planning and Building budget for contracting up to \$15,000 and acknowledge Land Improvement Budget Unit 1910 has expended \$20,000 in staff effort to date and anticipates that an additional \$20,000 to \$40,000 in staff effort will be required to complete this process for a total estimated cost of \$60,000 (Sherwood Road Area).

Attachments: [2020-12-07 NRCM Benefit Zone Map January 25.2021. Meeting](#)
[SFC Improved & Unimproved Lots Boundary Benefit Zone Map Au](#)
[08-02-21 Local Agency Formation Commission Correspondence](#)
[08-03-21 Local Agency Formation Commission Correspondence](#)

- 6c) Discussion and Possible Action Including Acceptance of Update from the Drought Task Force Ad Hoc Committee**
(Sponsor: Drought Task Force Ad Hoc Committee of Supervisors Haschak and McGourty)

Recommended Action:

Accept update from the Drought Task Force Ad Hoc Committee; and provide direction to staff as appropriate.

- 6d) Discussion and Possible Action Including an Update Regarding Emergency Early Warning Alerts and Options Associated with the Provision of Emergency Services Operations in Mendocino County, Including Potential Collaborations with Other Affiliated Agencies**
(Sponsors: Supervisor Mulheren and Supervisor Williams)

Recommended Action:

Receive update from the Ad Hoc Committee, comments from various stakeholders, and direct the Chief Executive Officer to explore options associated with the provision of emergency services, including Early Warning Alerts, and present findings to the Board of Supervisors at a future meeting.

6e) Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest**7. BOARD OF DIRECTORS MATTERS**

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.

8. 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.

- 8a) Approval of Amendment to BOS Agreement No. 20-093 with GEO Reentry Services to Provide Adult Day Reporting Services for the Period of July 1, 2020 through June 30, 2024, Increasing the Amount from \$1,440,000.00 to \$1,619,752.00 Effective August 1, 2021; and, Approval of Termination of BOS Agreement 20-094 (Lease at 559 Low Gap) with GEO Reentry Services Effective July 6, 2021**

Recommended Action:

Approve amendment to BOS Agreement No. 20-093 with GEO Reentry Services to provide Adult Day Reporting Services for the Period of July 1, 2020 through June 30, 2024, increasing the amount from \$1,440,000.00 to \$1,619,752.00 effective August 1, 2021; approve termination of BOS Agreement 20-094 (lease at 559 Low Gap) with GEO Reentry Services effective July 6, 2021; and authorize Chair to sign same.

Attachments: [GEO Agreement FY20-24 Amendment B Signed](#)

- 8b) CLOSED SESSION - Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Mendocino County Sheriff Matthew Kendall v. Mendocino County Board of Supervisors - Case No. 21-cv00561**

Attachments: [08-02-21 Dewey-White Correspondence](#)
[08-03-21 McCowen Correspondence](#)

**8c) Discussion and Possible Action Including Selection of Outside Counsel to Provide Legal Advice and Representation to the Mendocino County Sheriff's Office Regarding Areas in Which County Counsel Has a Conflict of Interest and Designation of Scope of Conflict Work
(Sponsor: County Counsel)**

Recommended Action:

Select outside counsel to provide legal advice and representation to the Mendocino County Sheriff's Office regarding areas in which County Counsel has a conflict of interest. Designate the scope of the conflict in order to define the contract's scope of work.

- Attachments:** [Aaronson, Dickerson, Cohn & Lanzone. P.C.pdf](#)
[Cole Huber, LLP](#)
[Manning & Kass, Ellrod, Ramirez, Trester, LLP](#)
[Porter Scott, LLP](#)
[08-01-21 Maddock Correspondence](#)
[08-01-21 Rice Correspondence](#)
[08-01-21 Wooten Correspondence](#)
[08-01-21 Goldner Correspondence](#)
[08-01-21 Klein Correspondence](#)
[08-02-21 Thompson Correspondence](#)
[08-02-21 García Correspondence](#)
[08-02-21 McGourty Correspondence](#)
[08-02-21 Coast Democratic Club Correspondence](#)
[08-02-21 Stark Correspondence](#)
[08-03-21 Maqoffin Correspondence](#)
[08-02-21 Coast Democrats Correspondence](#)
[08-03-21 Hartley Correspondence](#)

9. CLOSED SESSION

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

- 9a) Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator - Agency Negotiators: Carmel J. Angelo, Cherie Johnson and William Schurtz; Employee Organization(s): All**
- 9b) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Ag Commissioner**
- 9c) Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Vichy Springs Resort v. City of Ukiah, et al. - SCU-KCVPT-2018-70200-1**

10. COMMUNICATIONS RECEIVED AND FILED

Communications received and filed are retained by the Clerk throughout the Board proceedings. To review items described in this section, please contact the Executive Office staff in Room 1010.

- 10a) Friends of the Eel River - Comments of Friends of the Eel River regarding analysis under the National Environmental Policy Act for the Potter Valley Project P-77, in response to SD4, Determination on Requests for Study Modifications and New Studies, and related matters. For more information, call 707-798-6345
- 10b) Fish and Game Commission - Notice of Receipt of Petition to List Southern California Steelhead as an Endangered Species. For more information, call 1-916-653-4899

4. 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**4a) Approval of Minutes of July 13, 2021 Regular Meeting**

Recommended Action:

Approve minutes of the July 13, 2021 regular meeting.

Attachments: [07-13-21 Minutes](#)

4b) Approval of Minutes of July 19, 2021 Limited Meeting

Recommended Action:

Approve minutes of the July 19, 2021 limited meeting.

Attachments: [07-19-21 Minutes](#)

4c) Approval of Minutes of July 20, 2021 Regular Meeting

Recommended Action:

Approve minutes of the July 20, 2021 regular meeting.

Attachments: [07-20-21 Minutes](#)

APPOINTMENTS

4d) Approval of Recommended Appointments/ReappointmentsRecommended Action:

1. Kevin Bentley, Member, Gualala Municipal Advisory Council;
2. David Shpak, Member, Gualala Municipal Advisory Council;
3. Kevin Evans, Member, Gualala Municipal Advisory Council;
4. Kelsey Rivera, Mendocino County Supervisor or Designee, Area Agency on Aging - Governing Board;
5. Greg Dougherty, Trustee, Westport-Ten Mile Cemetery District; and
6. Melinda McLaughlin, Trustee, Westport-Ten Mile Cemetery District;
7. George Rau, Engineer Member, Air Quality Management District Hearing Board;
8. Eric Crane, Public Member, Air Quality Management District Hearing Board;
9. Eva Johnson, Trustee, Anderson Valley Cemetery District;
10. James Hill, Trustee, Anderson Valley Cemetery District;
11. Christine Clark, Trustee, Anderson Valley Cemetery District;
12. Dean Titus, Trustee, Anderson Valley Cemetery District;
13. Lucresha Renteria, General Representative, First 5 Mendocino;
14. Debra Bryant, Current or Former IHSS Provider, In-Home Supportive Services Advisory Committee;
15. Kimberly Andrews, Older Adult/Dependent Adult Advocate, In-Home Supportive Services Advisory Committee;
16. Sergio Fuentes, Second District Representative, Behavioral Health Advisory Board; and
17. William French, Second District Representative, Behavioral Health Advisory Board.

- Attachments:**
- [Bentley Application](#)
 - [Shpak Application](#)
 - [Evans Application](#)
 - [Rivera Application](#)
 - [Dougherty Application](#)
 - [McLaughlin Application](#)
 - [Rau Application](#)
 - [Crane Application](#)
 - [Johnson Application](#)
 - [Hill Application](#)
 - [Clark Application](#)
 - [Titus Application](#)
 - [Renteria Application](#)
 - [Bryant Application](#)
 - [Andrews Application](#)
 - [Fuentes Application](#)
 - [French Application](#)

BOARD OF SUPERVISORS

- 4e) Disband the Wildlife Services Contract Ad Hoc Committee Consisting of Supervisors Gjerde and Haschak
(Sponsors: Supervisors Gjerde and Haschak)**

Recommended Action:

Disband the Wildlife Services Contract Ad Hoc Committee Consisting of Supervisors Gjerde and Haschak.

- 4f) Disband the Cannabis Licensing Ad Hoc Committee Consisting of Supervisors Haschak and Williams
(Sponsors: Supervisors Williams and Haschak)**

Recommended Action:

Disband the Cannabis Licensing Ad Hoc Committee Consisting of Supervisors Haschak and Williams.

Attachments: [08-02-21 MCA Correspondence](#)

- 4g) Approval to Post the Attached Documentation Regarding Boards and Commissions Appointments on the County Website, and Publish Attached Documents Annually in the Organizational Meeting Agenda Packet, as Directed by the General Government Standing Committee
(Sponsor: General Government Standing Committee of Supervisors Williams and Mulheren)**

Recommended Action:

Approve posting the attached documentation regarding Boards and Commissions appointments on the County website, and publish attached documents annually in the Organizational Meeting Agenda Packet, as directed by the General Government Standing Committee.

Attachments: [Appointments by District](#)
[Vetting](#)

EXECUTIVE OFFICE

- 4h) Approval of Second Amendment to BOS Agreement 06-124 with Tyler Technologies Inc., Related to the Information Technology (IT) Master Plan Initiative #13 -Finance System Improvements-Payroll/Timekeeping Improvements, in the Amount of \$67,340.00, for a New Total Contract Amount of \$669,380**

Recommended Action:

Approve Second Amendment to Agreement 06-124 with Tyler Technologies, Inc., Related to the Information Technology (IT) Master Plan Initiative #13 -Finance System Improvements - Payroll/Timekeeping Improvements, in the Amount of \$67,340.00, for a New Total Contract Amount of \$669,380; and authorize the Chair to sign same.

Attachments: [Aareement 06-124-A2](#)

BEHAVIORAL HEALTH

- 4i) Ratification of Submission of Retroactive First Amendment to Board of Supervisors Agreement 17-102, in the Amount of \$0 for a Total Amount of \$400,000 to Implement the Strategic Prevention Framework Partnership for Success Strategies Relating to Opioid Abuse Prevention, Effective July 1, 2017 through June 30, 2021**

Recommended Action:

Ratify submission of retroactive first amendment to Board of Supervisors Agreement 17-102, in the amount of \$0 for a total amount of \$400,000 to implement the Strategic Prevention Framework Partnership for Success strategies relating to opioid abuse prevention, effective July 1, 2017 through June 30, 2021; authorize Behavioral Health and Recovery Services Director to sign Amendment as an agent on behalf of Mendocino County; and authorize Chair to sign same.

Attachments:

- Agreement 17-102-A1
- Department of Health Care Services Amendment 3. \$0 (400.000)
- Department of Health Care Services SPF \$400.000 original Agreee
- Department of Health Care Services. Amendment 1. \$0 (\$400.000)
- Department of Health Care Services. Amendment 2. \$0 (\$400.000)

CULTURAL SERVICES AGENCY

- 4j) Authorization for the Library to Continue Not Charging Late Fees until the Next Fee Hearing and Fee Schedule Adoption**

Recommended Action:

Authorize the Library to continue not charging late fees until the next fee hearing and fee schedule adoption.

Attachments:

- Letter to BOS from County Librarian
- Why California Libraries Are Ditching Fines on Overdue Materials ·
- Board of Supervisors unanimously eliminates fines on late library b
- Fines Free City of Redwood City
- Sonoma County Library Fine Free
- Tehama County Library Fine Free
- Yolo County Library Eliminates Late Fees Starting April 1 County

PLANNING AND BUILDING SERVICES

4k) Acceptance of Informational Report Regarding the Issuance of Emergency Coastal Development Permit EM_2021-0003 (Brennan) to Drill Three (3) Test Wells, Located at 29020 N Hwy 1, Fort Bragg, (APN 015-350-50)

Recommended Action:

Accept informational report regarding the issuance of emergency coastal development permit EM_2021-0003 (Brennan) to drill three (3) test wells, located at 29020 N Hwy 1, Fort Bragg, (APN 015-350-50).

- Attachments:**
- 02. EM 2021-0003 (Brennan) Fully Signed Permit
 - 03. EM 2021-0003 (Brennan) Application
 - 04. EM 2021-0003 (Brennan) Vicinity
 - 05. EM 2021-0003 (Brennan) Site Plan

4l) Authorization of the Issuance of an Administrative Coastal Development Permit No. CDP_2019-0022 (Stez) to Construct a Single Family Residence with Covered Entry and Concrete Patio, Workshop, Guest Cottage, Greenhouse, 8,000 Gallon Water Tank and 120 Square Foot Pump House at 44035 Iversen Road Gualala (APN: 142-190-27)

Recommended Action:

Authorize the issuance of Coastal Development Permit No. CDP_2019-0022 (Stez), to construct a single family residence with covered entry and concrete patio, workshop, guest cottage, greenhouse, 8,000 gallon water tank and 120 square foot pump house at 44035 Iversen Rd., Gualala (APN: 142-190-27).

- Attachments:**
- 01. CDP 2019-0022 (Stez) BOS NOTICE (FINAL)
 - 02. CDP 2019-0022 (Stez) SR Final DRAFT
 - 03. Combined Maps

PROBATION

- 4m) Approval of Agreement with Izmael David Arkin dba Mendocino County Aikido in the Amount of \$93,375 to Provide Aikido, Mindfulness Meditation, and Trauma Resiliency and Emotional Regulation Skill Development Programming Services to In-Custody and Out-of-Custody Youth for the Period of Date of Full Execution of Agreement through June 30, 2024**

Recommended Action:

Approve Agreement with Izmael David Arkin dba Mendocino County Aikido in the amount of \$93,375 to provide Aikido, Mindfulness Meditation, and Trauma and Resiliency and Emotional Regulation Skill Development programming services to in-custody and out-of-custody youth for the period of date of full execution of Agreement through June 30, 2024; authorize the Chief Probation Officer to sign any future amendments to the Agreement that do not increase the total amount of the Agreement; and authorize Chair to sign same.

Attachments: [Agreement 21-151](#)

SHERIFF-CORONER

- 4n) Approval of Retroactive Revenue Agreement with the City of Willits in the Amount of \$22,000 for Animal Control Services for the Period of July 1, 2021 through June 30, 2022**

Recommended Action:

Approve Retroactive Revenue Agreement with the City of Willits in the amount of \$22,000 for animal control services for the period of July 1, 2021 through June 30, 2022; and authorize Chair to sign same.

Attachments: [Agreement 21-152](#)

SOCIAL SERVICES

- 40) Approval of Retroactive Agreement with Redwood Community Services, Inc., in the Amount of \$277,000 to Provide Housing and Services to Assist Emancipated Former Foster/Probation Youth for Health and Human Services Agency, Family and Children's Services, Effective July 1, 2021 through June 30, 2022**

Recommended Action:

Approve retroactive Agreement with Redwood Community Services, Inc., in the amount of \$277,000 to provide housing and services to assist emancipated former foster/probation youth for Family and Children's Services, effective July 1, 2021 through June 30, 2022; authorize the Health and Human Services Agency Assistant Director/ Social Services Director to sign any future amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: [Agreement 21-153](#)

TREASURER-TAX COLLECTOR**4p) Approval of Outdoor Festival Application for the Days Between Festival to be Held August 6-7, 2021, in Laytonville and Authorization for the Treasurer-Tax Collector to issue the Outdoor Festival License****Recommended Action:**

Approve Outdoor Festival Application for the Days Between Festival to be held August 6-7, 2021, in Laytonville and authorize the Treasurer-Tax Collector to issue the Outdoor Festival License

Attachments: [OUTDOOR FESTIVAL - DAYS BETWEEN FESTIVAL](#)

ADJOURNMENT**Additional Meeting Information for Interested Parties**

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Clerk of the Board staff remains dedicated to finding new and innovative civic engagement methods during this challenging time. For 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/agendas-and-minutes>

All public comment will be available to the Supervisors, staff, and the general public, and can be viewed as attachments to this meeting agenda 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 #: 3a)



Mendocino County Board of Supervisors
501 Low Gap Road
Ukiah, CA 95482

August 2, 2021

Re: The Path Forward for Cannabis Permitting in Mendocino County

Honorable Supervisors,

Mendocino County now faces a crisis in securing the future of its traditional, hallmark cannabis industry and community. This Board, and all parties involved in recent attempts to revise or eliminate Chapter 22.18 proclaim a desire to protect existing operators struggling to become legal. But both as a result of the County's past decisions regarding cannabis, and current community responses to those decisions, we face nothing less than the possible extinction of our small cannabis farmers and their unique contribution to what could be Mendocino's rightful and distinctive place in the still developing cannabis marketplace. Simply put, hundreds of our existing operators face losing all licensure through no fault of their own.

Due to the likelihood that the referendum will be successful, in the absence of an adopted Chapter 22.18, we as a community must take immediate action to ensure that existing operators can move forward in obtaining a County Annual permit and State Annual license, while continuing to explore and open pathways that will maximize environmental and neighborhood protections for those not currently in the system wishing to participate in the regulated market.

To this end, MCA recommends that the Board consider the following simultaneous actions for addressing this crisis. These items would be the most pressing work for a new Cannabis Standing Committee, for which we have advocated in our memo submitted for Agenda Item 4f.

- Pass an Urgency Ordinance halting the implementation of Phase 3 under Chapter 10A.17 due to the drought emergency.
- Prepare an Urgency Ordinance to pass after the Portal closes, amending Chapter 10A.17 to allow a land-use discretionary component for existing operators who are unable to receive their County Annual Cultivation permit through the ministerial process of the ordinance.
- Develop a new discretionary land-use ordinance with full environmental review to determine appropriate conditions for canopy and zoning expansions.

We encourage the Board and County Counsel to implement these actions as soon as possible to avoid irreparable damage to our local licensed cannabis operators and community at large.

Thank you for your consideration.

Mendocino Cannabis Alliance
e: info@mendocannabis.com

Hello Glenn,

After seeing you supporting our Mendocino grape industry for so many years, I'm glad to see you elected to the board and advocating for cannabis farming as an agricultural activity. As a grape farmer, winemaker and cannabis grower, I'm writing in support of the MCA recommendations for the BOS meeting tomorrow. I hope the BOS can consider a more vigorous and decisive approach to the issues we face as cannabis farmers in Mendocino.

Best regards,

Remi Zajac

I am a resident of District 2 Mo Mulheren is my representative although she never has responded to my emails. I need this to be heard by the entire board. This is about the recent Facebook post by the Mendocino County Animal Shelter.

This is the Facebook post from the shelter as of August 3 2021:

“There have been a number of recent incidents at the shelter lately in which people are leaving animals at the front door over night. We want to remind the community that not only is this unsafe for the animals, it is considered abandonment of an animal and can be punishable under the law.

Please remember that when you take on the responsibility of an animal, even a stray, you need to have a plan in place. The shelter is not open 24/7 (Hrs are Tue-Sat, 10-4:30, closed for lunch from 1-1:30) to take in animals and leaving them tied up or in boxes at the front for hours is NOT a viable option.

Animal abandonment falls under Penal Code 597 and is as follows -

(a) Anyone who intentionally maims, tortures, wounds, or kills an animal is guilty of a crime punishable by imprisonment in a California state prison, a fine \$20,000, or both, or up to one year in a county jail.

(b) Anyone who has custody of an animal overworks, tortures, deprives of necessary sustenance, drink, or shelter, cruelly beats kills, or subjects an animal to needless suffering, cruelty, abuses, or fails to provide the animal with proper food, drink, or shelter or protection from the weather, is guilty of either a misdemeanor or felony offense.

Citizens are recorded on video surveillance cameras at the Animal Shelter. The surveillance video will be used to pursue criminal charges.”

This is my comment:

This recent post from the Mendocino county animal shelter is **appalling**. People are trying to do the right thing by bringing their animal to the shelter when they cannot care for it. What’s worse is when pets are given a way online and tortured, abandoned on the road or killed by negligence or lack of able to feed or care for the animal.

The reason people are abandoning animals at the shelter is because the shelter is *turning them away when they try to surrender them*. They can’t afford the surrender fee and the shelter is obsessed with one thing - looking good on their data reports, so they don’t take in more animals so they don’t want to euthanize to make room and provide date of a low live release rate.

Ask the shelter director how many animals he turns away. He won’t give you a direct number. He will run you in circles saying that information “isn’t trackable”. Yes it is. Every time someone calls and they’re denied, that can be counted. Anyone tries to surrender a pet and is denied, that can be counted. The shelter doesn’t track that information because Rich Molinari the

director, is only concerned with the BOS report of having a “live release rate” that appears “good” on paper, but it isn’t realistic.

Before you waste county funds to press charges against people who need help with animals consider all the facts, and consider the facts that are hidden - **THE NUMBER OF ANIMALS BEING TURNED AWAY BY THE COUNTY SHELTER.**

The shelter doesn’t serve the animals or the people - it only is managed to make a fake live release rate by controlling how many animals are accepted. The others are abandoned on freeways, given away to abusers online, and the safest place for them is an animal organization. Why is the animal shelter of Mendocino County not doing their job? Data reports aren’t the only thing that matter, but do the shelter Director the data reports are the only thing that matter. The animals don’t matter to him nor do the residents of Mendocino county who are put in the predicament of needing to surrender a pet.

Do not waste money on pressing charges on people who are literally asking the county to fo their job and help with their animal issue.

Sincerely,
Stef Welch

Mendocino County Board of Supervisors August 3, 2021
501 Low Gap Road
Ukiah, CA 95482
Re: Mendocino County Cannabis Equity Program

Honorable Supervisors,

Thank you for continuing to work to improve the Equity Grant program. We know that the plan is for Staff to report back in September on the work in progress, but there are a couple of very important and timely items that should be addressed before the funds start being distributed.

One item is related to the unintended impact to some applicants of receiving these funds directly. For applicants with lower incomes, certain benefit programs and healthcare options are based on income thresholds that could be crossed upon receipt of these equity funds. The consequence would be for them to lose other essential benefits as part of the program which, at its core, is designed to help repair the negative impacts of the War on Drugs, not increase the burden on its victims.

We request the County consider the creation of a method either within the County, or through the Equity Program administrators, through which recipients receive the Direct Grant funds on behalf of those applicants who choose to utilize this mechanism, and disburse funds on behalf of applicants as needed, rather than provide the lump sum to them directly. Similarly, for the \$7K of permit fee grants, can the County receive those funds as a banked amount from which fees can be drawn ?

We understand there would potentially still be unavoidable taxes on these funds, and some administration costs associated with this proposal, but the grant specifically allows for up to 10% to be spent on administration. With the amounts awarded to Mendocino County, this equals about \$300K to be spent on administering this program in a way that will be most beneficial to the applicants.

If an applicant has already paid for permit fees, septic system, well permits etc, amend the rules for the expenditure of that \$7K to allow an applicant to be reimbursed for those expenses. It would be easy for people to provide documentation of expenses incurred and paid already vs. projecting future expenses with permit fees that have additional hourly rates that may or may not be applicable. And, it's possible that reimbursements may not be taxed as income, which is currently being researched. Also, we appreciate the intent behind raising the income caps, but due to unfair tax practices at the Federal level, most licensed cannabis operators will still have tremendous hardships meeting the income requirements.

We request an update as to when the County/LEEP is going to notify qualified applicants who were already approved under the lower amounts if they are eligible for the increased direct grant of now up to \$50k. Also, there are applicants who have been told they were approved, but have yet to receive their approval letter. We request that you work with Elevate Impact to ensure that applicants are notified of their eligibility in a timely fashion so they can access the funds sooner than later.

Finally, we request an update on the status of the additional applicants who have entered the process since the new revisions were made to the program. Considering the very limited amount of time we have to ensure the full \$2.7M in funds are distributed to folks who have been negatively impacted by the War on Drugs, and our knowledge that there are many folks in the County who need this support, we want to do everything in our power to assist the County in providing it.

At its core, the Equity Grant Program is NOT about income thresholds, but about repairing harm done by the War on Drugs.

We look forward to your response and are available to discuss further at your convenience.

Sincerely,

Jude Thilman, Vice-Chair

Mendocino Cannabis Alliance



Mendocino County Board of Supervisors Agenda Summary

Item #: 5a)

To: Board of Supervisors

From: Public Health

Meeting Date: August 3, 2021

Department Contact: Andrew Coren, MD, PhD,
County Health Officer

Phone: 472-2759

Item Type: Regular Agenda

Time Allocated for Item: 30 Min

Agenda Title:

Discussion and Possible Action Including an Update Associated with the Novel Coronavirus (COVID-19); and Provide Possible Direction Regarding Essential Services in Mendocino County, Operational Preparation and Response, and Associated Countywide Economic Impacts
(Sponsor: Public Health)

Recommended Action/Motion:

Receive update regarding COVID-19 in the County, discuss and/or provide direction regarding essential services in Mendocino County, operational preparation and response, and associated countywide economic impacts.

Previous Board/Board Committee Actions:

On March 10, 2020, the Board of Supervisors ratified the Local Emergency related to 2019 Novel Coronavirus (COVID-19) as proclaimed by the Chief Executive Officer/Director of Emergency Services and ratified the Existence of a Local Health Emergency as Proclaimed by the Health Officer on March 4, 2020. The Board has continued to receive regular updates on the status of COVID-19 in Mendocino County. Since that time, the Board of Supervisors has received update during each meeting related to COVID-19.

Summary of Request:

Mendocino County Public Health has been actively responding to the threat of COVID-19 since early January 2020. On March 4, 2020, Mendocino County declared a local health emergency due to the COVID-19 pandemic, with the Mendocino County Health Officer issuing multiple Health Orders.

As a result of the imminent threat presented to Mendocino County's public health due to COVID-19, staff will be available to address Board of Supervisors questions related to the following topics as needed:

- Health Officer Briefing

Alternative Action/Motion:

No action.

Item #: 5a)

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At:

[<https://www.mendocinocounty.org/community/novel-coronavirus>](https://www.mendocinocounty.org/community/novel-coronavirus)

[<https://www.mendocinocounty.org/community/novel-coronavirus/health-order>](https://www.mendocinocounty.org/community/novel-coronavirus/health-order)

[<https://www.mendocinocounty.org/community/novel-coronavirus/covid-19-news>](https://www.mendocinocounty.org/community/novel-coronavirus/covid-19-news)

State of California COVID-19 Resources: [<https://covid19.ca.gov/roadmap/>](https://covid19.ca.gov/roadmap/)

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

annual recurring cost: N/A

budgeted in current f/y: N/A

if no, please describe: N/A

revenue agreement: N/A

budget clarification: N/A

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

CEO Liaison: Executive Office

CEO Review: yes

CEO Comments:

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Executed By: Atlas Pearson, Deputy Clerk I

Final Status: No Action Taken

Date: August 3, 2021

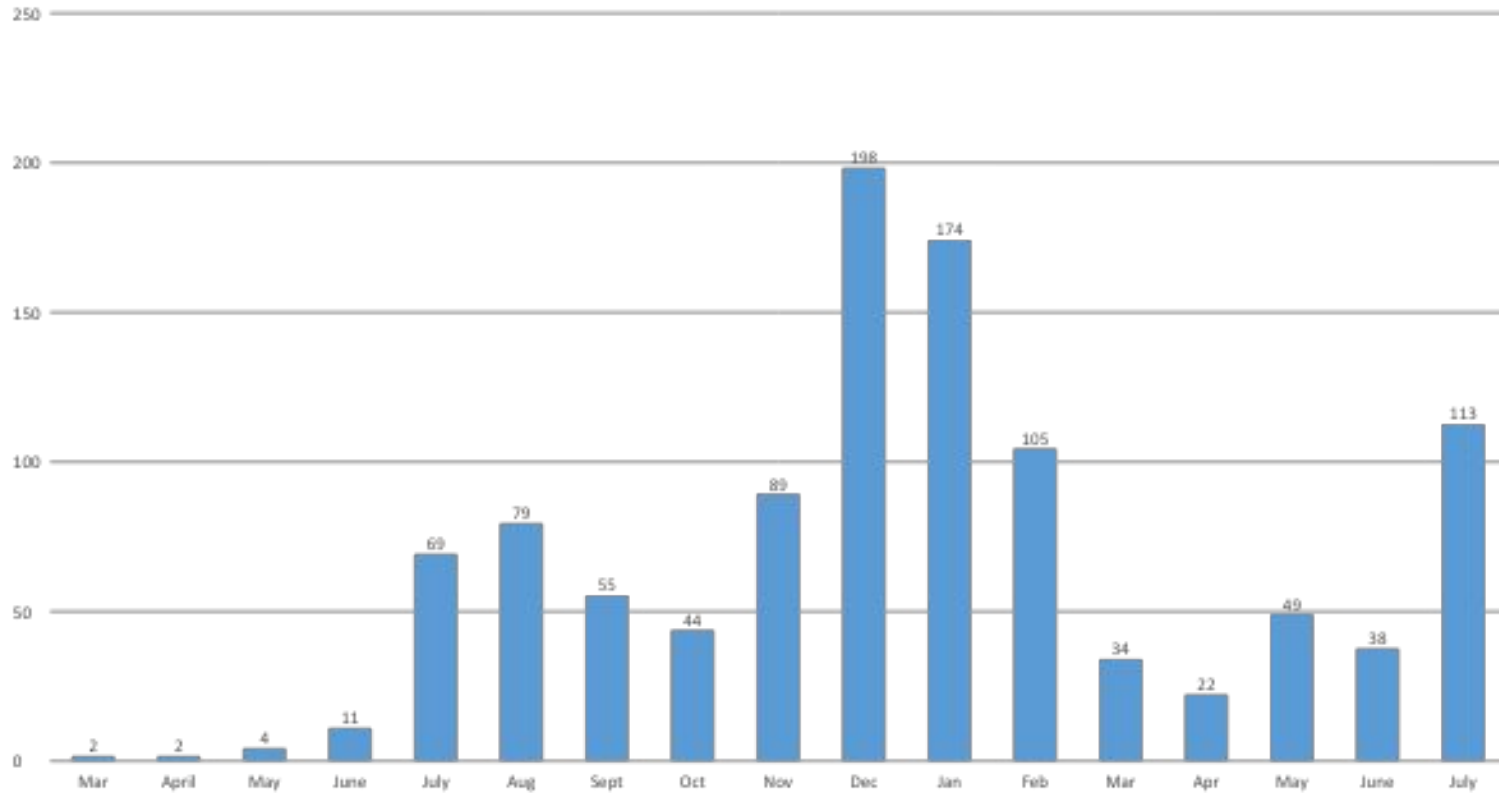




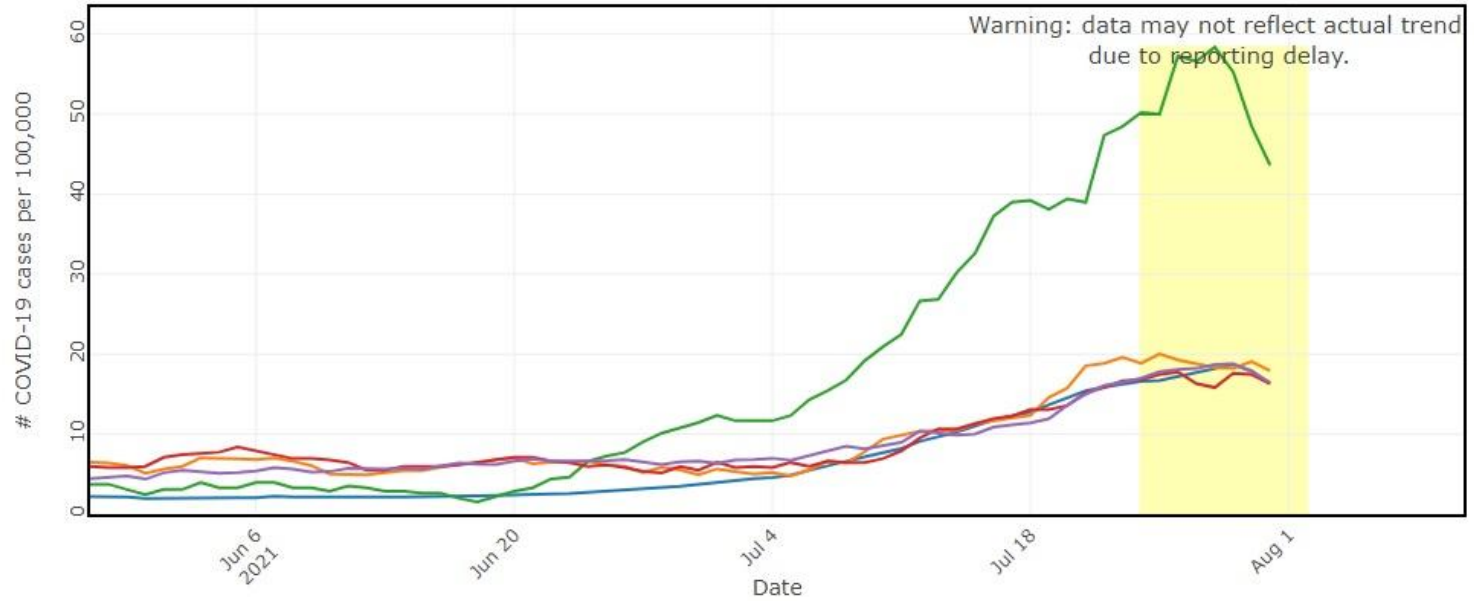
COVID-19 Presentation

Board of Supervisors Aug 03 2021

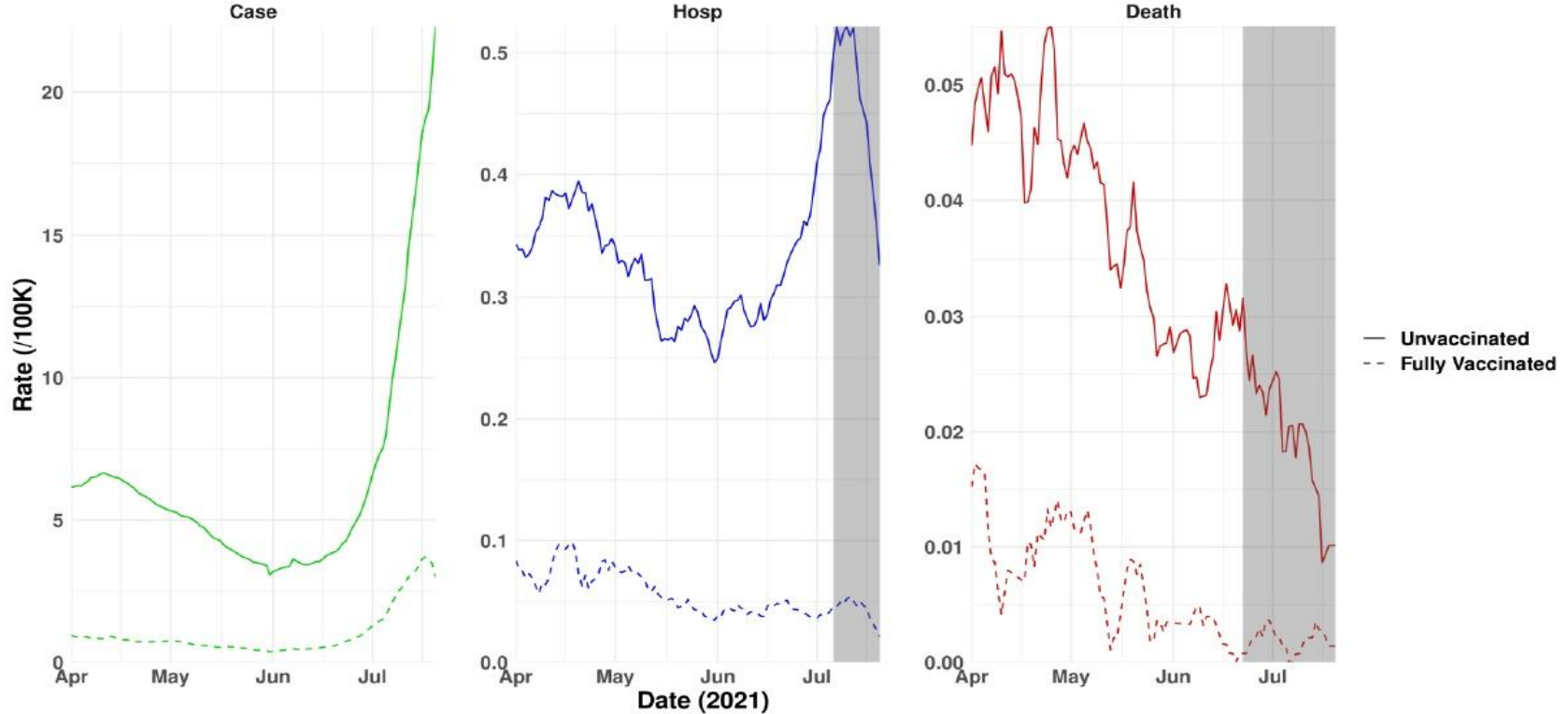
Number of Positive Cases Averaged per Month (Mendocino)



Case rate per 100,000, excl prisoners (7 day avg) for Multiple Locations



Rates of Cases, Hospitalizations, and Deaths by Vaccination Status- April 01, 2021 to July 25, 2021

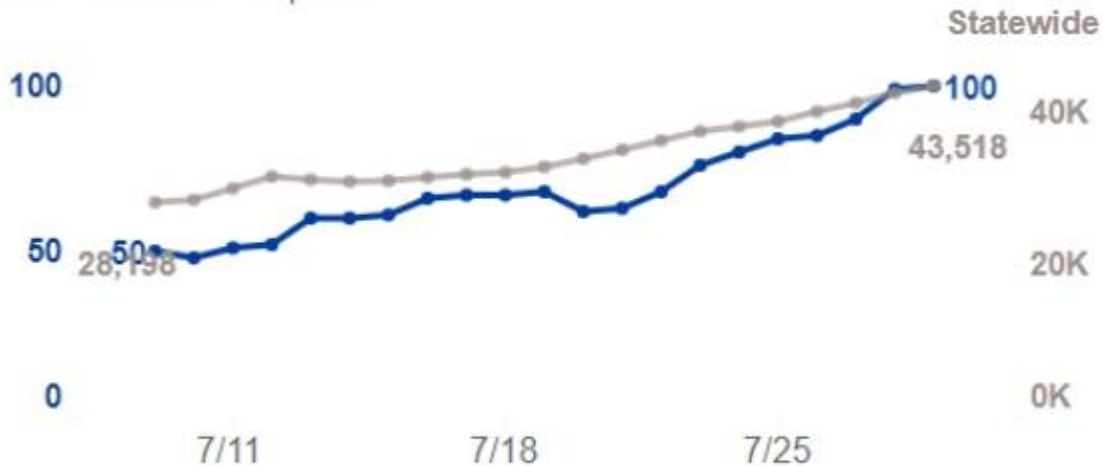


The most recent daily case rates from July 14-20 (7-day average) are 20.7/100k among the unvaccinated and 3.5/100k for vaccinated. The hospitalization rate during this time is 0.36/100K among the unvaccinated and 0.03 among the vaccinated. The death rate during this time is 0.1/100K among the unvaccinated and 0 among the vaccinated.

Daily Vaccination Doses

Mendocino County: First doses, rolling 7-day average

With Statewide Comparison



Change in 7-day avg 7-day period ending:	<u>7/22/2021</u>	<u>7/29/2021</u>
	+2.8	+5.5
	(+26.1%)	(+27.0%)

■ Fully vaccinated
 ■ Partially vaccinated
 ■ Not yet vaccinated

| Statewide Comparison

Recent Responses to Combat Delta

➔ **7/23 Mendocino PHO strongly recommends everyone wear a mask indoors or in outdoor crowds**

➔ **7/26 CDPH mandated:**

- **All employees in acute, long-term facilities, clinics and congregate care settings must wear medical grade masks**
- **Acute and long-term care employees must verify vaccination status and all unvaccinated employees must test once or twice weekly (*Vax or Test Policy*)**

➔ **7/28 California extended the Vax or Test Policy to all State workers**

➔ **7/29 President Biden directed that ALL federal workers must mask indoors**

Many organization are already implementing, e.g., Veterans' Affairs Dept., Department of Defense, Google...

In the past 10 days, many California LHJs (including me), have strongly recommended, and other CA LHJs have mandated Universal Masking Indoors.

PHO Next Orders and Steps

- ➔ **ORDER: Universal Masking indoors in public settings for both vaccinated and unvaccinated people. (~August 10)**
- ➔ **ORDER: Extend CDPH Order that mandates Vax or Test Policy to include Mendocino County Fire, EMS, and Law Enforcement (~September 1)**
- ➔ **GUIDANCE: That employers implement a Vax or Test Policy for their employees; that Mendocino County Board of Supervisors act as a health leader and direct Human Resources to develop and implement that policy**

WHAT are you waiting for? We need a mask mandate.

Sally Shine

IHSS providers work with the most vulnerable of our population. Disabled. Immune compromised, and vulnerable to any illness. I asked and was told that I can not require, nor demand that providers test weekly, wear masks, or provide their vaccination status per HIPPA. If a business owner can require this information or masking, why is the county not requiring this of care providers? I know of care providers being exposed pre vaccine and getting sick, I also know of those they care for getting exposed and sick from their providers. Providers, in many instances care for more than one person. They do the shopping, and go with them to appointments, are in their homes. This seems completely wrong that recipients can not ask, nor request this of those providers. Please address this.

Thank you, Jenny Shattuck

It takes about 2 hours for police to respond to Gualala and too long to get restraining orders for anti-mask agitators. What more can you do to protect essential workers?

Date August 3, 2021
To Mendocino County Board of Supervisors; Mendocino County Public Health Officer
From Mendocino County Lodging Operators
Subject Support for COVID-19 Preventative Measures

Dear Supervisors:

On behalf of the lodging community, we share Dr. Coren's concerns about the increase in positive COVID-19 cases in Mendocino County. Not only are we concerned for our guests, but also for our employees, our families and our local community. We would strongly embrace a new indoor mask mandate as proposed to our lodging group by Dr. Coren and his experienced and educated team at the Mendocino County Public Health Office.

Since the onset of this global pandemic in early 2020, our lodging group recognized the need to meet this challenge and come up with solutions and a path forward to help our community while still being able to operate our respective businesses. We communicated to visitors before they arrived about what to expect from their trip to Mendocino County, and what our community expectations were of them. We also spoke of the importance of wearing masks, social distancing and proper cleaning protocols with our respective staff members.

As we once more find our County in the unfortunate position of growing cases of the coronavirus, we as individual business owners, would support a recommendation to take the further step of encouraging our employees to either be vaccinated or get weekly surveillance tests. It is our hope that this additional measure, in tandem with a new mask mandate, can help turn the tide on the devastating COVID-19 pandemic.

The Mendocino County lodging community is committed to doing our part in keeping businesses operating, employees working, and helping to ensure everyone's health and welfare.

Sincerely,

Mendocino County Lodging Operators



Mendocino County Board of Supervisors Agenda Summary

Item #: 5b)

To: Board of Supervisors

From: County Counsel

Meeting Date: August 3, 2021

Department Contact: Christian Curtis

Phone: 234-6885

Item Type: Regular Agenda

Time Allocated for Item: 30 min.

Agenda Title:

Discussion and Possible Action Including Selection of Outside Counsel to Provide Legal Advice and Representation to the Mendocino County Sheriff's Office Regarding Areas in Which County Counsel Has a Conflict of Interest
(Sponsor: County Counsel)

Recommended Action/Motion:

Select outside counsel to provide legal advice and representation to the Mendocino County Sheriff's Office regarding areas in which County Counsel has a conflict of interest.

Previous Board/Board Committee Actions:

On 7/20/21, the Board of Supervisors considered a request from Sheriff Matthew Kendall to contract with the Law Offices of Duncan James to provide legal services for the Sheriff's Office.

Summary of Request:

Sheriff Kendall has asked the Board of Supervisors to provide him with outside counsel to advise him on (1) his ability to spend County funds contrary to the budget restrictions created by the Board of Supervisors and (2) his ability to compel the Board of Supervisors to provide him with information services staff independent of that from the County I.S. Department. On July 20, 2021, the Board of Supervisors indicated that it is willing to provide outside counsel to Sheriff Kendall. However, the Board of Supervisors also indicated that it was unwilling to hire the sole law firm presented by Sheriff Kendall, based on concerns over their prior billing practices and the fact that they are presently adverse to the County of Mendocino in a separate litigation matter.

Because Sheriff Kendall was unwilling to provide any potential alternative law firms, the Board of Supervisors asked County Counsel to provide information on other firms that may be able to take this work. County Counsel has gathered information from firms that perform this type of work, received referrals and recommendations, and inquired as to their availability. Proposals were received from: Aaronson, Dickerson, Cohn & Lanzone, PC; Cole Huber, LLP; Manning & Kass, LLP and Porter Scott, PC. Billing rates ranged from \$250 per hour to \$300 per hour.

County Counsel recommends that the Board offer Sheriff Kendall the opportunity to meet with these firms, or

Item #: 5b)

others that he may desire, and indicate his preference to the Board. If, however, the Sheriff is unwilling to do that, then the Board should select the firm it believes to be most competent and cost-appropriate to handle this matter. That firm can then either be contracted with or, if need be, submitted as the Board's nominee to the presiding judge under Government Code section 31000.6.

Alternative Action/Motion:

Provide alternate direction to staff.

How Does This Item Support the General Plan? n/a

Supervisorial 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:

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Executed By: Atlas Pearson, Deputy Clerk I

Final Status: **Withdrawn**

Date: August 4, 2021



Derek P. Cole
dcole@colehuber.com

REPLY TO:
 ROSEVILLE ONTARIO

July 22, 2021

VIA E-MAIL AND U.S. MAIL
scottc@mendocinocounty.org

Charlotte E. Scott
Assistant County Counsel
Mendocino County Counsel
501 Low Gap Road, Room 1030
Ukiah, CA 95482

Re: Proposal for Counsel Services

Dear Ms. Scott:

Thank you for requesting that Cole Huber LLP provide you this proposal regarding potential conflict services our office may provide to the Mendocino County Sheriff's Office. Below we describe our qualifications and experience concerning the matters that may be referred to our office, provide biographies for our proposed attorney team, and specify our proposed compensation terms.

OUR FIRM'S QUALIFICATIONS

Cole Huber LLP has the unique experience necessary to provide potential conflict legal services to the Sheriff's Office. Our firm specializes in municipal law; we have served as county counsel, city attorney, and general counsel to a number of local agencies. In this capacity, we have regularly advised clients regarding County administration and law enforcement matters. We are well familiar with record-keeping requirements of County agencies, including law enforcement agencies, and related legal requirements concerning agency records.

Our firm is particularly specialized in advising and representing counties. As noted below, attorney Derek Cole served as a contract county-counsel for more than five years. Our firm is currently representing the Counties of Marin, Riverside, San Bernardino, San Joaquin, and Sacramento in a broad range of litigation matters. In recent years, we also provided legal services to your Office, when Kit Elliott served as County Counsel; we represented the Mendocino Air Quality Management District in an enforcement matter; and we are presently representing the Mendocino Council of Governments in a CEQA lawsuit.

PROPOSED LITIGATION TEAM

If any conflict matter is preferred to our office, we propose the following attorney team to staff such matter(s).

Ronald J. Scholar, California Bar No. 187948, admitted 1997, is a partner of Cole Huber LLP. Mr. Scholar's expertise is in litigating on behalf of, providing advice and counsel to, and conducting investigations for public agencies. A skilled trial attorney, Mr. Scholar is experienced in a wide range of litigation matters, including federal and state civil rights, Section 1983, employment law, dangerous conditions of public property, including claims of wrongful death, general liability, as well as contract and business disputes. Mr. Scholar has brought 14 cases to verdict.

Mr. Scholar dedicates the same focus and attention to detail in his trial practice to advising public agency clients as he assists them in navigating complex laws and regulations and conducting investigations, all with an eye toward avoiding costly disputes. He is adept in matters involving access to public records, open meeting requirements, employee investigations, law enforcement, discipline and arbitration, discrimination and harassment in the workplace, employee privacy, and the use of social media and technology in the workplace.

Mr. Scholar joined Cole Huber LLP after 11 years with one of Sacramento's largest law firms where he was a shareholder and represented numerous public agency clients in employment, liability, law enforcement, and litigation matters. From 1998 to 2005, Mr. Scholar was a partner at a small law firm where he specialized in representing public entities in all manners of litigation, including Section 1983, law enforcement, and employment matters. Prior to that, Mr. Scholar was a Public Defender in Atlanta, Georgia, where he represented indigent defendants in felony criminal matters at trial and on appeal.

In 2016, Mr. Scholar was named to Sacramento Magazine's Top Lawyers List. He also enjoys the privilege of serving on the Presiding Judge's Civil Advisory Committee for Sacramento County Superior Court. A founding member of the Sacramento County Bar Association's Civil Litigation Section, Mr. Scholar has also served as one of its Board Members and its Chairperson. Mr. Scholar also serves as a Lecturer at the University of California, Davis School of Law, where he teaches Trial Practice and is also a Mock Trial Competition Team Coach.

Mr. Scholar graduated from Santa Clara University School of Law in 1993. At Santa Clara, Mr. Scholar was an Emery Scholarship recipient, a member of the Moot Court Honors Board, and a participant in nationwide Moot Court Competitions. Prior to attending law school, he graduated with honors from the University of California, Santa Barbara in 1990 with a Bachelor of Arts degree in Sociology.

Derek P. Cole, Bar No. 204250, admitted 1999, is a co-founder of Cole Huber LLP, and focuses his practice on municipal law and litigation. He is currently the City Attorney to the Cities of Oakley and Sutter Creek and previously served as Interim City Attorney in Antioch and as City Attorney in Angels Camp. He also served as County Counsel to Trinity County from 2008 to 2013. Mr. Cole has represented cities and counties in all types of litigation matters. He has defended public agency clients in bench and jury trials, writ proceedings, arbitrations, and many types of administrative proceedings.

The subjects of the litigation matters Mr. Cole has handled are broad and include property taxation, public records, agency contracts, interagency obligations, elections, land use, CEQA, cannabis regulation, emergency medical services, and code enforcement. Mr. Cole has significant experience in Section 1983 cases not involving law enforcement matters, particularly as to constitutional claims concerning due process, equal protection, and related constitutional theories. He also has ample experience litigating cases involving claims of inverse condemnation.

Mr. Cole is active in the City Attorneys' Department of the League of California Cities. He has served on the Department's Attorney Succession and Development and Nominating Committees and has recently completed service as the Chair of the Municipal Law Handbook Committee. Previously, Mr. Cole was a member of the Department's Legal Advocacy Committee. He regularly authors amicus briefs on behalf of the League, California State Association of Counties, and other local government organizations.

Mr. Cole was selected to the Northern California "Super Lawyers" list from 2015 to 2021; was named as a "Top Lawyer" in Sacramento magazine from 2015 to 2020; and was honored by the Sacramento Business Journal with "Best of the Bar" awards in 2014, 2016, and 2018.

Mr. Cole graduated with distinction from the University of the Pacific, McGeorge School of Law in 1999. At McGeorge, Mr. Cole was admitted to the Order of the Coif, Order of Barristers, and Traynor Honor Society. He was also a member of the Editorial Board of the *McGeorge Law Review* and published two student comments in that journal. Prior to attending law school, Mr. Cole graduated from the University of California at Santa Barbara in 1996 with a Bachelor of Arts degree in Law and Society.

COMPENSATION

If the County retains our firm, we would request the following terms of compensation:

Attorneys: \$250 per hour

Paralegals: \$120 per hour

In addition to a monthly retainer or hourly rates, we would bill to recover certain costs associated with our services or advanced on the City's behalf. These costs include:

Extraordinary postage or overnight delivery costs	Actual Cost
Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost

Messenger services	Actual Cost
Westlaw, CaseLogistix, and Case Notebook service fees	Prorated so the County would pay its proportionate share
FedEx, OnTrac Overnight, or other one-day delivery services	Actual Cost
Parking and toll fees	Actual Cost
Duplication/reproduction fees	Actual Cost
Lodging and travel (subject to advance client approval)	Actual Cost
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost

CONCLUSION

Thank you for considering our firm to provide the County legal services regarding the potential conflict matters. Please do not hesitate to contact me should you have any questions about this proposal.

Sincerely,



Ronald J. Scholar
COLE HUBER LLP

Sincerely,



Derek P. Cole
COLE HUBER LLP

RJS/DPC/kgm



MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP

PROPOSAL

PREPARED FOR:

Mendocino County
Sheriff's Department

Dallas

901 Main Street
Suite 6530
Dallas, TX 75202

Los Angeles

801 South Figueroa St.
15th Floor
Los Angeles, CA 90017

New York

One Battery Park Plaza
4th Floor
New York, NY 10004

Orange County

19800 MacArthur Blvd.
Suite 900
Irvine, CA 92612

Phoenix

3636 N. Central Ave.
11th Floor
Phoenix, AZ 85012

San Diego

225 Broadway
Suite 1200
San Diego, CA 92101

San Francisco

One California Street
Suite 900
San Francisco, CA 94111

Table of Contents

Organizational Information and Key Personnel	2
<i>About Us.....</i>	<i>2</i>
<i>Experience</i>	<i>3</i>
<i>Locations</i>	<i>4</i>
<i>Practice Area List.....</i>	<i>5</i>
<i>Governmental Entity Liability Team.....</i>	<i>6</i>
<i>Strategy, Writs and Appeals (“SWAT”) Team.....</i>	<i>7</i>
<i>Proposed Project Team Members</i>	<i>9</i>
Qualifications and Experience.....	10
<i>Recent Case Summaries</i>	<i>10</i>
<i>References</i>	<i>13</i>
Project Approach	14
Billing Rates and Costs	15
Additional Information	16
<i>Manning & Kass’s Governmental Entity Liability Team</i>	<i>16</i>
Team Leader Eugene P. Ramirez.....	16
Team Co-Leader Mildred K. O’Linn	16
Partners.....	17
Associates	17
Attorney Biographies.....	18

Organizational Information and Key Personnel

About Us

Every organization is a conglomeration of common “parts” combined in a way that makes them 100% unique. What makes us different at Manning & Kass is the pairing of yesterday’s traditional values—respect for leadership, hard work and integrity—with today’s cost-effective, collaborative and flexible case management.

Manning & Kass is not your ordinary law firm—Every case and every client counts. Founded in 1994, with only sixteen attorneys, in twenty-seven years the firm has grown to more than one hundred and sixty-five attorneys in seven offices, including the major U.S. economic centers of New York and Los Angeles. We are known by our clients as competent, innovative attorneys who, even in victory, refuse to fall victim to complacency. We are continually engaged in a daily process of refinement, knowing that small, gradual improvements are stepping stones on the path to monumental achievement.

Manning & Kass pioneered the "team concept," which is key to the success of our firm. Although our system is simple in design and practice, it yields sophisticated results. With our team approach, each client is assigned a lean, carefully chosen group of attorneys tailor-suited to match their needs. Clients are also assigned a team leader, who is conversant with all of their work with the firm. Our clients can efficiently and directly leverage their team's efforts and energies through a single individual.

An attorney’s experiences, skills and personal style are just a few of the factors a leader considers when configuring the team. The right quality and quantity of legal talent are both important, as is the combination of skills and knowledge to understand everything our client needs. Our attorneys get to know our clients, work together to set quantifiable objectives, and create a road map to follow, with identifiable milestones.

Experience

Our lawyers enjoy a well-established reputation as superior litigators with Dennis Kass winning the California Lawyer Attorney of the Year for Civil Litigation (CLAY Award). Many of our trial lawyers have been selected for fellowships in such prestigious professional organizations as the Litigation Counsel of America and the American Board of Trial Advocates (ABOTA), including:

- Steven D. Manning, Litigation Counsel of America (Fellow)
- Dennis B. Kass, ABOTA (Member)
- Eugene P. Ramirez, ABOTA (Associate) and Litigation Counsel of America (Fellow)
- Anthony J. Ellrod, ABOTA (Associate)
- Christopher Datomi ABOTA (Associate)
- Lawrence D. Esten, ABOTA (Member)
- Mark A. Hagopian, Litigation Counsel of America (Fellow)
- Mildred K. O'Linn, ABOTA (Associate) and American Board of Trial Advocates (Fellow)
- John D. Marino, ABOTA (Associate, Life Fellow)
- Brian T. Moss, ABOTA (Associate)
- Louis W. Pappas, ABOTA (Associate)

Several Manning & Kass attorneys have been selected as Super Lawyers in their respective practice areas over the years. Those recognized recently are founding partners Dennis B. Kass (Los Angeles, 2004–2009, 2013–2020), Anthony J. Ellrod (Los Angeles, 2005–2010, 2016–2020) and Eugene P. Ramirez (Los Angeles, 2005–2011, 2014–2017), named partner Fredric W. Trester (Los Angeles, 2006, 2008–2020); firm partners and practice area leaders Scott Wm. Davenport (Los Angeles, 2004–2006, 2009–2020) and Alfred M. De La Cruz (San Diego, 2013–2017); and firm partners John D. Marino (San Diego, 2019), Kenneth Kawabata (San Diego, 2014–2018), Mildred K. O'Linn (Los Angeles, 2004–2016), Steven J. Renick (Los Angeles, 2009–2018) and David V. Roth (San Francisco, 2015–2020). Super Lawyers is a rating service of outstanding lawyers from more than 70 practice areas who have attained a high-degree of peer recognition and professional achievement. The selection process includes independent research, peer nominations and peer evaluations.

Several of our attorneys have also received an AV Preeminent® rating from Martindale-Hubbell, which is the highest rating an attorney can receive for legal quality and ethics. This group includes:

- | | |
|------------------------|-------------------|
| • Steven D. Manning | • Mark Hagopian |
| • Dennis B. Kass | • John D. Marino |
| • Anthony J. Ellrod | • Richard V. Mack |
| • Lawrence D. Esten | • Brian T. Moss |
| • Scott Wm. Davenport | • Scott A. Alles |
| • Alfred M. De La Cruz | |

Locations

Dallas

901 Main Street
Suite 6530
Dallas, TX 75202
Tel: (214) 953-7669



Los Angeles

801 S. Figueroa St.
15th Floor
Los Angeles, CA 90017
Tel: (213) 624-6900



New York

One Battery Park Plaza
4th Floor
New York, NY 10004
Tel: (212) 858-7769



Orange County

19800 MacArthur Blvd.
Ste. 900
Irvine, CA 92612
Tel: (949) 440-6690



Phoenix

3636 N. Central Ave.
11th Floor
Phoenix, AZ 85102
Tel: (602) 313-5469



San Diego

225 Broadway
Suite 1200
San Diego, CA 92101
Tel: (619) 515-0269



San Francisco

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Practice Area List

- ADA Compliance Litigation
- Business Litigation
- Catastrophic Liability Defense
- Class Action/Mass Torts Defense
- Construction Defect
- Corporate/Commercial Transactions
- Elder Abuse Defense
- Employment Law
- Entertainment Law
- Fraternity and Sorority Defense
- Governmental Entity Liability
- Health Care Liability
- Immigration Law
- Insurance Coverage/Bad Faith
- Landlord/Tenant/Habitability
- Legal Malpractice
- Military and Veterans Law
- Premises Liability
- Product Liability
- Professional Liability
- Professional License Defense
- Professional Sports Law
- Real Estate Team
- Religious Institution Defense
- Retail, Restaurant, and Hospitality Litigation
- School Civil Liability
- Security Services and Security Guard Litigation
- SIU/Insurance Fraud Litigation
- Sports, Recreation, & Attractions Law
- Strategy, Writs, and Appeals
- Subrogation and Recovery
- Trucking and Transportation
- Trusts and Estates
- Workers' Compensation

Governmental Entity Liability Team

The law firm of Manning & Kass has deep, patriotic ties to America’s public entities. For more than two decades, our firm has represented city, county, state and federal governmental clients. And founding partner Steven D. Manning is the son of former Los Angeles City Fire Department Chief, Donald O. Manning.

Our Governmental Entity Liability Team is led by Eugene P. Ramirez, of whom the Daily Journal stated, “when local law enforcement agencies get in trouble, they call Ramirez.” For twenty years, he has provided training to thousands of police officers and supervisors across the United States and Canada. Our Governmental Entity Liability Team handles:

- dangerous condition cases
- educational law
- internal affairs investigations
- law enforcement officer liability, including:
 - arrest related deaths
 - civil rights defense
 - electronic control device (ECD) litigation
 - in-custody deaths and medical issues
- municipal liability
- policy review
- public entity defense and audits

Since many of our attorneys have held careers in the public sector, we are particularly adept at understanding the special environment in which public entities operate. We are well versed in the procedural and substantive defenses afforded to governmental defendants by the Federal Torts Claims Act, the California Torts Claim Act and such related judicial doctrines as government contractor doctrine, exhaustion of remedies, standing, and sovereign immunity. Our Firm has represented a myriad of public entities and law enforcement agencies, including those in the following list of selected clients:

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|-----------------------------|---------------------------|--|
| • California Highway Patrol | • City of Manhattan Beach | • County of Riverside |
| • City of Azusa | • City of Oxnard | • County of San Bernardino |
| • City of Beaumont | • City of Redondo Beach | • County of Ventura |
| • City of Claremont | • City of Richmond | • Department of Corrections and Rehabilitation |
| • City of Coalinga | • City of Riverside | • Federal Bureau of Investigation |
| • City of Colton | • City of San Bernardino | • UCLA Police Department |
| • City of Covina | • City of South Gate | |
| • City of Fresno | • City of Torrance | |
| • City of Fairfield | • City of Whittier | |
| • City of Gardena | • County of Los Angeles | |

Strategy, Writs and Appeals (“SWAT”) Team

The vast majority of civil litigators rarely, if ever, set foot in the state's appellate courts, so they have never developed expertise in appellate law. Just as you would never hire a general practitioner to perform cardiac surgery, it makes sense that appellate matters require well-trained and highly skilled specialists. At Manning & Kass, adept members of our Strategy, Writs, and Appeals Team handle these cases. Our team consists of 13 attorneys, three of whom are certified specialists. Our Strategy, Writs, and Appeals Team—nicknamed the “SWAT” unit—includes experts in matters pertaining to:

- appellate litigation;
- the Supreme Court; and
- law and motion.

Our Strategy, Writs & Appeals Team enhances everything our litigators do in other practice areas. From assisting in devising litigation strategy at the inception of a case, to developing cogent law-and-motion strategy to maximize the potential of prevailing on dispositive and non-dispositive motions, to performing trial support and extraordinary writ back-up, our Strategy, Writs, and Appeals Team is actively involved long before a notice of appeal is ever filed.

Four attorneys on this team are certified appellate law specialists by the California State Bar Board of Legal Specialization, and two lawyers have been listed as Southern California Super Lawyers. Collectively, the 13 attorneys on this team have far more than 100 years of appellate experience, more than enough to match and exceed the resources that opposing counsel can bring to bear on a case.

Unlike the attorneys at appellate boutique firms, our “SWAT” lawyers can solicit the experienced perspective of any of more than 160 trial attorneys. The firm’s team-based litigation support and counsel in myriad areas of administrative, business, and civil law provides reciprocal benefits to our “SWAT” members. Our appellate lawyers also draw from their own extensive past experience as trial lawyers. Team attorneys have argued cases and prevailed at all appellate levels, including the United States and California Supreme Courts; clerked for federal judges; and taught in law schools. Experienced appellate law veterans who comingle with real-world practitioners deliver superior representation for our clients. Our team’s lawyers are engaged—on a daily basis—where the rubber meets the road.

We handle two types of appeals. First, we receive appellate cases which arise in-house. Frequently, these come in response to appeals and writs filed by our opponents after successful trial wins. We give every client an appropriate cost/benefit analysis so that they are fully informed of the legal ramifications of moving forward at all stages of the proceedings.

Secondly, many clients send us cases exclusively for the purpose of preparing an appeal or a writ. A client who faces an unfavorable jury verdict should never feel compelled to retain an overworked trial attorney or one inexperienced in this process. And sometimes a trial litigator cannot separate an intimate knowledge of the matter from what others will construe from reading the appellate record. We take a fresh look at the sustentative facts, and offer a new perspective.

We strive to ensure that our clients have the best possible representation at all phases of a case. The simple truth is that counsel who may have superior litigation skills may or may not possess the same skill set to adequately represent a client on appeal. These same litigators may unwittingly fall prey to a staggering array of errors which can jeopardize, or be fatal to, the client’s hoped-for outcome. The best defense against such misfortune is to hire specialized appellate counsel—at the earliest possible stage. We assist many of our clients who are changing their business model to establish a pool of dedicated appellate professionals (including both claims professionals and attorneys) to oversee appellate matters. Many feel this gives them a competitive edge over their competitors.

Proposed Project Team Members

Lead Attorney: Governmental Entity Liability Team Co-Leader Mildred K. O'Linn



Mildred K. O'Linn is a partner in the Los Angeles office of Manning & Kass, Ellrod, Ramirez, Trester LLP. Ms. O'Linn has an unparalleled background as an attorney and technical expert in peace officer civil liability, training and tactics and the defense of governmental entities. Ms. O'Linn was a police officer for eight years at the Kent State University Police Department. Subsequently, she served as the Legal and Technical Advisor for the Law Enforcement Television Network, Inc. (LETN).

In her 35-year legal career, Ms. O'Linn has been repeatedly recognized for her skills as litigator. In 2009 Ms. O'Linn was accepted as a member of the distinguished American Board of Trial Advocates (ABOTA), an award only bestowed upon proven trial attorneys. In 2011, she was inducted into the Litigation Counsel of America as a Senior Fellow, an invitation-only trial lawyer honorary society representing less than one-half of one percent of American lawyers. Most recently in 2020, Ms. O'Linn was a featured speaker in the LA-ABOTA Masters in Trial Program, "Put Your Pants on and Pick a Jury" series in the Civil Rights - Police Misconduct presentation.



Tony M. Sain is a partner in the Los Angeles office of Manning & Kass and a trial lawyer and appellate advocate on the Governmental Entity Defense Team. He defends public agencies and law enforcement officers in civil rights actions and employment cases and has successfully defended his clients as lead trial attorney in a wide variety of jury and bench trials. Mr. Sain is also an expert on police officer personnel record procedural protections, has written a book on the topic, and was the lead lecturer for a seminar series hosted by the California Peace Officers Association training dozens of local law enforcement agencies across California.



Strategy, Writs and Appeals ("SWAT") Team Leader Scott Davenport and his team of dedicated attorneys support the team at all stages, including assisting in devising litigation strategy, developing cogent law-and-motion strategy to maximize the potential of prevailing on dispositive and non-dispositive motions, and performing trial support and extraordinary writ back-up.

Qualifications and Experience

Recent Case Summaries

Police Team Wins Reversal at Ninth Circuit in Excessive Force Case

Los Angeles Partners Missy O'Linn and Angela Powell and Senior Counsel Julie Fleming recently won a reversal at the Ninth Circuit Court of Appeals for the City of Torrance in an excessive force case where a woman was shot and killed while evading arrest and ramming police vehicles with her car. The three judge panel ruled that the shooting was objectively reasonable due to the imminent threat to the officers' lives, overruling a trial court opinion that there was a question as to whether deadly force is justified when a suspect is attempting to hit law enforcement officers with a motor vehicle.

Suspect came to the attention of Torrance Police after members of the public called in a suspected DUI driver in downtown Torrance. The first officer to encounter her observed her driving erratically, weaving in and out of oncoming traffic, and that her airbag had been deployed and her horn was honking on its own. As the suspect passed the officer, she raised her middle finger and looked directly at him. The officer followed in pursuit and called for backup.

Once additional officers arrived, they performed a maneuver designed to stop a vehicle without causing injury or significant damage. The officers then commanded the suspect to keep her hands raised, which she responded to by raising both of her middle fingers and smiling. As the officers moved to block the suspect in, she dropped her right hand and proceeded to ram vehicles in front of and behind her, before accelerating her vehicle toward officers. At this point, the officers fired on the suspect, who tragically died from her injuries.

The suspect's family filed suit against the officers and the City of Torrance, alleging a number of causes of action, most of which were dismissed by the trial court on summary judgment. Incredibly, the trial court did not dismiss the excessive force claim, ruling that there was a question as to whether the use of force was reasonable in this situation.

Our Police Team then appealed to the Ninth Circuit, who in reversing the trial court wrote, "[b]ecause the decedent accelerated toward the officers from only a few feet away, a reasonable officer under these circumstances would have perceived the decedent's actions to constitute a significant and immediate threat to the officers in the path of her vehicle and to other members of the public who were in the vicinity." We're thrilled that the Ninth Circuit has vindicated the professional conduct of these dedicated police officers and pleased that we could deliver this outcome for the City of Torrance.

California Supreme Court Rules in Favor of City of Gardena in Police Pursuit Immunity Case

Ruling Adopts Practical Standard for Agency Immunity for Police Pursuits

Today, the California Supreme Court, in a highly anticipated decision in *Ramirez v. City of Gardena*, Supreme Court case number S244549, found in favor of the City of Gardena in a high profile police pursuit case.

The Supreme Court's ruling, which will benefit governmental entities statewide, held that in order for immunity granted by Vehicle Code section 17004.7 to apply, law enforcement agencies must impose a requirement that all of their officers certify in writing that they have received, read, and understand the agency's vehicle pursuit policy. However, agency immunity is not lost simply because some officers have not completed the certification or records are not available to prove 100% compliance. Under the Court's ruling, immunity depends upon AGENCY compliance with the statute, not OFFICER completion of the certification mandate.

The Supreme Court accepted the argument by the City of Gardena, represented by Manning & Kass, Ellrod, Ramirez, Trester LLP, and a number of law enforcement agencies that submitted friend-of-the-court briefs, that obtaining certification from every officer by the date of a pursuit incident would impose an impractical and extremely onerous, if not impossible, standard on law enforcement agencies, some of whom have as many as 10,000 officers and all of whose officers may be unavailable to certify due to temporary absences for medical leave, family leave, administrative leave, military deployment, task force and undercover work, etc. The Court held that adopting a standard with which law enforcement agencies can reasonably comply serves the purpose of the statute to protect the public and officers by incentivizing law enforcement agencies to adopt and train their officers on safe vehicle pursuit policies. The Court rejected the plaintiff's argument that if a single officer does not complete the certification, the agency loses immunity.

"We're pleased the Supreme Court understood the untenable condition that requiring officer compliance rather than agency compliance would create, and we're also pleased that the City of Gardena persevered to establish this clear standard for law enforcement agencies statewide," said Ladell Hulet Muhlestein, a partner with Manning & Kass and lead appellate lawyer for the City of Gardena on the matter.

The case made its way to the Supreme Court after the trial court granted summary judgment in favor of the City of Gardena, finding that it satisfied the requirements of the immunity statute in a case involving a pursuit that occurred after armed robbery suspects fled when officers attempted to pull them over. The California Court of Appeal agreed with the City of Gardena, and disagreed with the San Diego Court of Appeal, which held in an earlier case that every officer must certify in order for an agency to obtain immunity, creating a conflict between the two Courts of Appeal. Because of the importance of the issue to all law enforcement agencies in the state, the City of Gardena took the unusual step of putting its victories in the courts below on the line and joining the plaintiff's request urging the Supreme Court to

review the case to resolve the conflict between the two Court of Appeal opinions and clarify the certification requirement.

In the case of *Huerta v. City of Santa Barbara*, a federal court wrongful death case, we assisted the Santa Barbara Assistant City Attorney. The case involved the use of a body wrap restraint device. We wrote and filed a motion for summary judgment, which was granted as to all the federal claims. The state claims were remanded back to state court. The case eventually settled for a low amount (2019).

Opposing Counsel: Catherine J. Swysen and Miguel A. Avila

Federal Judge: Terry J. Hatter

Our Attorneys: Eugene P. Ramirez and Scott Davenport

In the case of *Shirley v. City of Torrance*, a federal wrongful death case, we were retained to defend the case. We wrote and filed a motion for summary judgment which the trial judge denied. However, the Ninth Circuit recently reversed and held that the use of deadly force was objectively reasonable (2019).

Opposing Counsel: Federico C. Sayre

Federal Judge: S. James Otero

Our Attorneys: Mildred K. O'Linn and Angela Powell

In the case of *Valdez v. County of Riverside*, we represented the County and several deputies involved in a non-fatal shooting against claims of excessive force and failure to provide immediate medical care. Our motion for summary judgment eliminated all claims, except the failure to provide immediate medical care. The federal jury returned a defense verdict in 51 minutes (2019). There was no appeal.

Federal Judge: David O. Carter

Opposing Counsel: Charles L Murray III

Result: Defense Verdict against a demand of \$100,000.00

In the case of *Rodarte v. County of San Bernardino*, we defended the county and several members of the SWAT Team in a wrongful death shooting case involving a barricaded suspect who was not armed at the time of the shooting. The jury returned a defense verdict (2017). There was no appeal.

Opposing Counsel: Mark Pachowicz

Federal Judge: Magistrate Judge David Bristow

Result: Defense verdict against a demand of \$5 million

Our Attorney: Eugene P. Ramirez

References

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Chief Michael Saffell

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Project Approach

The proposed team for this project will be led by partner Mildred K. O'Linn, who co-leads the Firm's Governmental Entity Liability practice area. Ms. O'Linn is an accomplished litigator whose outstanding track record in defending local governments and law enforcement agencies has earned her national recognition and induction into both the American Board of Trial Advocates and American Board of Trial Advocates. She has represented Sheriff's Departments across the State of California and beyond and has an unparalleled background as an attorney and technical expert in peace officer civil liability, training and tactics and the defense of governmental entities.

The second chair will be partner Tony M. Sain, an experienced litigator with an impressive history of defense victories on behalf of California law enforcement agencies. Mr. Sain is also an expert on the Police Officer's Bill of Rights and related provisions in California law regarding the confidentiality of peace officer personnel records. His book, *Police Officer Personnel Record Procedural Protections in Civil Cases*, is the go-to guide for law enforcement agencies with questions about this area of law. He recently completed a training tour on the topic, comprised of eight workshops held around the state, for the California Peace Officers Association.

Each of the firm's individual practice area teams are led by a designated partner who is a seasoned veteran in litigating cases in that area. They will be consulted as needed on a case-by-case basis. If ongoing consultation and collaboration is required, another partner or a senior associate will be assigned to assist in the handling of cases. Additional associate attorneys will be assigned to individual cases, as necessary and appropriate, to support the practice area team leaders in their defense of the County for that case.

Billing Rates and Costs

Manning & Kass's legal services under this proposal are offered to the County at the following rates:

Partners at a rate of \$300/hour

Associates at a rate of \$275/hour

Paralegals at a rate of \$150/hour

Additional costs and expenses that we may incur on behalf of the County and include in our invoices include, but are not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, parking, investigation expenses, consultants' fees, expert witness fees, telecopies, mileage at the IRS approved rate, in-office photocopying at \$0.25 per page, and other similar items.

Additional Information

Manning & Kass's Governmental Entity Liability Team



Team Leader Eugene P. Ramirez

Eugene P. Ramirez, a founding partner of the firm, leads the Governmental Entity Liability Team. Nationally recognized for his law enforcement defense work, Mr. Ramirez has been honored with a Lifetime Achievement Award from the Association of Los Angeles Deputy Sheriffs and was selected as the Los Angeles County Sheriff's Department's Trial Lawyer of the Year in 1993 and 2006, by two different Sheriffs. An expert litigator, Mr. Ramirez was named to the distinguished American Board of Trial Advocates, an award only bestowed upon proven trial attorneys.

He was recently named a 2019 "Top Litigator and Trial Attorney" by the *Los Angeles Business Journal* and in 2011 was selected as one of the Top 25 Municipal Attorneys in California by the *Daily Journal*, who stated, "When local law enforcement agencies get in trouble, they call Ramirez."

Mr. Ramirez is frequently invited to speak to law enforcement agencies across the United States on handling high profile cases and risk management issues. He serves as an advisor to several public entities on the issues of use of force, canine and SWAT issues, policies and procedures. Mr. Ramirez also serves as general counsel for both the California Association of Tactical Officers and United States Police Canine Association and is a former legal section chair for the National Tactical Officers Association.

Team Co-Leader Mildred K. O'Linn



Mildred K. O'Linn is a partner in the Los Angeles office of Manning & Kass and the Co-Leader of the Governmental Entity Liability Team. Ms. O'Linn has an unparalleled background as an attorney and technical expert in peace officer civil liability, training and tactics and the defense of governmental entities.

Ms. O'Linn has been repeatedly recognized as a Southern California Super Lawyer by *California Magazine* and as one of the Top Women Attorneys in Southern California. In 2009, Ms. O'Linn was accepted as a member of the distinguished American Board of Trial Advocates (ABOTA), an award only bestowed upon proven trial attorneys. In 2011, she was inducted into the Litigation Counsel of America and is a Senior Fellow, an invitation-only trial lawyer honorary society representing less than one-half of one percent of American lawyers.

Partners



Tony M. Sain is a partner in the Los Angeles office of Manning & Kass and a trial lawyer and appellate advocate on the Governmental Entity Defense Team. He defends public agencies and law enforcement officers in civil rights actions and employment cases and has successfully defended his clients as lead trial attorney in a wide variety of jury and bench trials. Mr. Sain is also an expert on police officer personnel record procedural protections, has written a book on the topic, and was the lead lecturer for a seminar series hosted by the California Peace Officers Association training dozens of local law enforcement agencies across California.



Angela M. Powell is a partner in the Los Angeles office of Manning & Kass. As a member of the firm's Governmental Entity Liability Team, Ms. Powell represents and counsels governmental entities, public entities and individual police officers in civil rights actions. She has tried more than 60 cases in her 20-year career and has established herself as a tenacious attorney with a proven ability to obtain favorable results for her clients. Ms. Powell began her career as a Los Angeles County Deputy District Attorney, where she prosecuted hundreds of violent crimes, including robbery, kidnapping and capital murder.



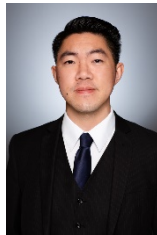
Lynn L. Carpenter is a newly promoted partner in the Los Angeles office of Manning & Kass who practices with the Governmental Entity Liability Team. In her time with the firm she has handled numerous wrongful death/excessive force cases, and has defended every manner of use of force, including use of firearm, TASER, K-9 deployment, O.C. spray, control holds, manual and baton strikes, as well as SWAT/SRT tactical operations all within the context of claims made under the civil rights statute. Ms. Carpenter' comprehensive approach has led to an impressive string of victories, including defense verdicts in two back-to-back jury trials for the Sherriff's Department of Riverside County.

Sherriff's Department of Riverside County.

Associates



Tori Bakken



Garros Chan



Andrea Kornblau

Not Pictured:

Joseph Gordon

Stephen
McNicholl

Full bios for partners are included in the Attorney Biographies section. Biographies for associates are available by request or at www.manningllp.com/our-team



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Eugene P. Ramirez, a founding partner of the firm, leads the Governmental Entity Liability; Military and Veterans Law; and School Civil Liability Teams. Mr. Ramirez is a frequently quoted national expert in police use of Body Worn Cameras. He serves as general counsel for both the California Association of Tactical Officers (CATO) and United States Police Canine Association and is a former legal section chair for the National Tactical Officers Association (NTOA).

Mr. Ramirez is frequently invited to speak to law enforcement agencies across the United States on use of force, handling high profile cases and risk management issues. He was recently named a 2019 "Top Litigator and Trial Attorney" by the *Los Angeles Business Journal*. He was selected as the Los Angeles County Sheriff's Department's Trial Lawyer of the Year in 1993 and 2006, by two different Sheriffs. He was selected as the 2009 Alumni Attorney of the Year for Whittier School of Law. He was also selected in 2011 as one of the Top 25 Municipal Attorneys in California by the Daily Journal, California's largest legal news provider, who stated, "When local law enforcement agencies get in trouble, they call Ramirez."

Mr. Ramirez has been profiled in the *California Lawyer Magazine* for his law enforcement defense work, and been honored with a Lifetime Achievement Award from the Association of Los Angeles Deputy Sheriffs (ALADS). He has also been named as a 2005–2011 and 2014–2017 Super Lawyer for Southern California. This award only goes to the top 5% of attorneys in the Los Angeles/Orange County Bar. He was also named to the distinguished American Board of Trial Advocates (ABOTA), an award only bestowed upon proven trial attorneys.

Mr. Ramirez is experienced in defending SWAT teams in civil liability cases. He is an instructor on liability issues for the Los Angeles County Sheriff's Department's Basic SWAT School, and also for the California Association of Tactical Officers (CATO) and the National Tactical Officers' Association (NTOA). He was a member of the State Attorney General's Blue Ribbon SWAT Committee, and POST's Executive Advisory Committee for SWAT Teams. He is a former member of the LAPD Board of Inquiry (which examined LAPD SWAT operations) and an approved California POST instructor.

He serves as an advisor to several public entities on the issues of use of force, canine and SWAT issues and policies and procedures. Mr. Ramirez acquired significant expertise on civil liability arising out of the use of police dogs in law enforcement by winning several cases, and has lectured on the subject to police departments nationwide. He has provided training to thousands of canine officers and supervisors, from around the country and Canada, for more than 20 years. He has authored several articles for the USPCA's *Canine Courier*.

Before joining the firm, Mr. Ramirez worked as a deputy district attorney for the L.A. County District Attorney's Office, where he conducted numerous misdemeanor and felony jury trials, including murder trials. He has also worked as a reserve police officer for the Whittier police department and the Monterey Park police department.

He graduated from Whittier College School of Law (JD 1987), where he was notes & comments editor of the *Law Review*, a member of the Moot Court Honors Board, and president of the Student Bar Association. At Whittier, he received an award as the Best Oral Advocate and the Outstanding Moot Court Graduate Award. He received his undergraduate degree in political science from California State University, Long Beach (BA 1983), where he minored in criminal justice & public policy.

Practice Areas

- Governmental Entity Liability
- Military and Veterans Law



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Mildred K. O'Linn is a partner in the Los Angeles office of Manning & Kass, Ellrod, Ramirez, Trester LLP. Ms. O'Linn has an unparalleled background as an attorney and technical expert in peace officer civil liability, training and tactics and the defense of governmental entities. Ms. O'Linn was a police officer for eight years at the Kent State University Police Department. Subsequently, she served as the Legal and Technical Advisor for the Law Enforcement Television Network, Inc. (LETN).

In her 35 year legal career, Ms. O'Linn has been repeatedly recognized for her skills as litigator and in 2009 Ms. O'Linn was accepted as a member of the distinguished American Board of Trial Advocates (ABOTA), an award only bestowed upon proven trial attorneys. In 2011 she was inducted into the Litigation Counsel of America as a Senior Fellow, an invitation-only trial lawyer honorary society representing less than one-half of one percent of American lawyers. Most recently in 2020, Ms. O'Linn was a featured speaker in the LA-ABOTA Masters in Trial Program, "Put Your Pants on and Pick a Jury" series in the Civil Rights - Police Misconduct presentation.

Since coming to California in 1991, she has served the law enforcement community on a variety of committees and provided training to tens of thousands of peace officers. In 1992 Ms. O'Linn served as a member of both the California POST Use of Force Committee and as a member of the California Peace Officers' Association committee to develop a model use of force policy. Between 1992 and 1995, Ms. O'Linn was a member of the Los Angeles Police Department's Use of Force Training Review Committee and served on the Los Angeles Police Department's Civilian Martial Arts Advisory Panel in development of the LAPD's arrest and control curriculum. She has served on numerous additional California POST committees including: Ethical Decision-Making; Officer Involved Shootings; Dog Encounters: Keeping Officers Safe Committee; Learning Domain 20: Use of Force; Law Enforcement Officers Killed and Assaulted; the Mental Health Course Development Workshop; the De-escalation Curriculum Development Workshop; and Crowd Management, Intervention, and Control Guidelines. The training concepts she has developed are considered revolutionary and include the Constitutional Law Crate, the Use of Force Equation, the CRISIS Communications Crate and the 835a Anagram. Missy also serves on the PoliceOne Editorial Advisory Board and has published numerous articles on law enforcement related topics.

In 2012, Ms. O'Linn was retained to assist the City of Spokane Washington Use of Force Commission in reviewing the agencies use of force policies and training and their FTO program and then in 2015 served as a consultant in the City's response to the collaborative reform issues with the federal DOJ. She served on the Los Angeles County Chiefs of Police Public Outreach Committee and on the Legal Affairs Committee and the Professional Development Committee for the Major County Sheriffs of America.

Ms. O'Linn has received numerous awards and acknowledgments for excellence in representation and for her contributions to the defense of the law enforcement community from various agencies. In 2005 she was named the Los Angeles County Deputy Sheriffs Association's recipient of the Award for Civilian Leadership. In December, 2006 Ms. O'Linn received a Meritorious Service Award from the City of Gretna, Louisiana Police Department for her assistance to law enforcement in the aftermath of Hurricane Katrina. More recently, the State of California awarded her the California POST Lifetime Achievement Award for Excellence in Law Enforcement Training and she was inducted into Safariland Training Group's "Monadnock Hall of Fame" for her dedicated service to educating those who are tasked to protect others.

Practice Areas

- Governmental Entity Liability
- Employment Law



Lynn L. Carpenter is a partner in the Los Angeles office of Manning & Kass. She practices with the Governmental Entity Liability Team.

Prior to joining the firm, Ms. Carpenter was an assistant district attorney in Payne County, Oklahoma where her work as lead or co-counsel resulted in the successful prosecution of complex felony assault trials including child abuse, sexual assault, and domestic violence. As an assistant district attorney, Ms. Carpenter developed special training protocols in conjunction with law enforcement professionals for evidence gathering and trial preparation. As an ardent advocate of victim's rights, Ms. Carpenter was keenly responsive to victims who were in the unfamiliar, and often hostile, courtroom environment. As a standout for victim's advocacy, she was awarded the Be The One Award for child abuse prosecution in 2015.

Ms. Carpenter earned a BA in liberal arts from Langston University and a JD from the University of Tulsa College of Law. During her tenure in law school, Ms. Carpenter received the CALI Excellence for the Future Award® in trial practice, evidence presentation, state administrative law, and legal reasoning, analysis, and writing.

Ms. Carpenter is admitted to practice law in Oklahoma, California, and the United States Central District of California.

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Practice Areas

- Governmental Entity Liability



Angela M. Powell is a partner in the Los Angeles office of Manning & Kass. As a member of the firm's Governmental Entity Liability Team, Ms. Powell represents and counsels governmental entities, public entities and individual police officers in civil rights actions. She has tried more than 60 cases in her 20-year career and has established herself as a tenacious attorney with a proven ability to obtain favorable results for her clients.

Ms. Powell began her career as a Los Angeles County Deputy District Attorney, where she prosecuted hundreds of violent crimes, including robbery, kidnapping and capital murder. After leaving the District Attorney's office, Ms. Powell was a successful plaintiff's attorney in a boutique Beverly Hills law firm, where she represented employees in sexual harassment and discrimination litigation.

However, her dedication and commitment to public service led her to return to representing governmental and public entities —this time as a civil defense attorney. Ms. Powell has represented and counseled law enforcement clients in civil rights litigation and has also represented management in employment and general litigation. She is a strong and effective advocate for her clients both inside and outside the courtroom, often sitting on panels and participating in community forums.

Whether drafting an answer to a complaint, propounding and responding to discovery, taking and defending depositions, or preparing for and conducting a jury trial, Ms. Powell performs each task with the utmost care for her clients' needs and a keen attention to detail. As a former plaintiff's attorney, Ms. Powell can quickly assess the strengths and weaknesses in her opponent's case and is able to form an effective strategy to either resolve the case or take the matter to trial.

Ms. Powell received her Bachelor of Arts in Political Science from Pepperdine University and went on to receive her Juris Doctorate from the Pepperdine University School of Law. Ms. Powell is a member of the California State Bar and is also admitted to the Bar of the United States District Court in the Central and Eastern District of California.

Practice Areas

- Governmental Entity Liability

✉ amp@manningllp.com

☎ (213) 624-6900 Ext. 2409

☎ (213) 624-6999



Tony M. Sain is a partner in the Los Angeles office of Manning & Kass, Ellrod, Ramirez, Trester LLP. He is a trial lawyer and appellate advocate on the Governmental Entity Defense Team: defending public agencies and law enforcement officers in civil rights actions and employment cases, as well as other clients in general and entertainment-related litigation.

Mr. Sain has successfully defended his clients as lead trial attorney in a wide variety of jury and bench trials. For cases where Mr. Sain has been the lead or co-lead, there has been a defense win in over seventy percent of the trials and over ninety percent of the appeals; and, since becoming a partner, Mr. Sain has won all of his jury trials – including a police TASER/paralysis case against the nation's most successful plaintiffs' police civil attorney, Dale K. Galipo; a police K-9 dog bite case against Johnny Cochrane's heir, Brian T. Dunn; and a high-publicity police civil rights/officer-involved shooting case involving a knife-armed, teen suicidal suspect.

Mr. Sain is also one of a select group of pro bono prosecutors who try criminal cases for the Los Angeles County District Attorney's Office. Mr. Sain has been admitted to the California State Bar since 2007; and he is also admitted to the Bar of all of the California federal district courts, the Ninth Circuit Court of Appeals, and of the U.S. Supreme Court. He has also been a leader in training public entities and officers in the legal implications of SB 1421 and AB 748, including as a lead lecturer for the seminar series hosted by the California Peace Officers' Association ("CPOA"); and he is the author of "The *Pitchess* Privileges: A Guide to Understanding Police Officer Personnel Record Procedural Protections In Civil Cases" – available on Amazon.com.

Mr. Sain is also a member of the American Board of Trial Advocates, Los Angeles Chapter's ABOTA Side Bar program; and he has been named as a Super Lawyers Rising Star annually since 2013. Before practicing law, Mr. Sain served for ten years as a senior executive in various corporate and non-profit organizations: specializing in policy development, organizational restructuring and efficiency, community/public relations, entity alliance-building, and marketing.

Mr. Sain is a graduate of Princeton University's elite School of Public and International Affairs; and he is a graduate of Loyola Law School of Los Angeles' prestigious Hobbs Trial Advocacy Program, Williams Civil Rights Litigation Program, and of the Scott Moot Court Board for competitive appellate advocacy – in which he won the Best Advocate award for California.

Practice Areas

- Governmental Entity Liability

Admission

- California

✉ tms@manningllp.com

☎ (213) 624-6900 Ext. 2283

☎ (213) 624-6999



Scott Wm. Davenport serves as the firm’s general counsel and leads the firm’s 13 member Strategies, Writs, and Appeals Team. Mr. Davenport, a certified specialist in appellate law, has served as the chair of the California State Bar Committee of Bar Examiners and the Appellate Law Advisory Commission. He is an AV[®] Preeminent attorney (the highest Martindale-Hubbell ranking an attorney can receive for legal quality and ethics) and was selected as a 2009–2020 Super Lawyer, a distinction awarded to no more than five percent of attorneys in a state who have attained a high degree of peer recognition and professional achievement. Throughout this career, Mr. Davenport has served as the lead counsel in approximately 400 appellate matters, many of which resulted in published opinions involving cases of first impression, including a *per curiam* summary reversal in the United States Supreme Court. He has also written multiple amicus briefs on behalf of the Southern Poverty Law Center, a national organization known for its civil rights victories and tolerance education programs.

In addition to currently serving as an appellate settlement officer with the Second District Court of Appeals, Mr. Davenport has served as a judge pro tem in the San Bernardino Superior Court. Mr. Davenport recently co-authored a book for the Continuing Education of the Bar on the proper use of scientific evidence, is a regular contributor to the *Los Angeles Daily Journal* and has recently been featured in the State Bar’s Ad Campaign, “What Kind of Lawyer Becomes a Certified Specialist?” He also served as a legal consultant on the CBS television series “The Guardian,” an activity which resulted in the drafting of a recurring character for the program named “Scott Davenport.”

In 2006, Mr. Davenport was involved in three United States Supreme Court matters and one matter before the California Supreme Court. In 2007, Mr. Davenport was back in front of the High Court, this time obtaining a summary reversal in *Rettele v. County of Los Angeles*. From 2008 to 2010, Mr. Davenport filed multiple briefs in the California Supreme Court in the Marriage Cases, as well as an Amicus Curiae brief in the Ninth Circuit Court of Appeals in the subsequent constitutional challenge to Proposition 8.

Prior to joining the firm, Mr. Davenport served as a deputy attorney general with the California Department of Justice and as a judicial extern with both the California Court of Appeal and the United States District Court. Based on this background, Mr. Davenport is often called upon to defend the State of California and the California Department of Corrections and Rehabilitation in extraordinary writ petitions venued in the variety of trial and appellate courts throughout the state. Mr. Davenport is also a licensed real estate broker who provides practical advice to the firm’s real estate clients.

In 2011, Mr. Davenport authored a book on workers’ compensation appeals. He regularly presents on the topic of workers’ compensation appeals.

Fluent in Spanish, Mr. Davenport has coached youth baseball and soccer, and is a 32nd degree Mason and a Shriner. Mr. Davenport and his wife of 30 years reside in Huntington Harbor.

Practice Areas

- Appellate Law (Strategy, Writs, & Appeals)

✉ swd@manningllp.com

☎ (213) 624-6900 Ext. 4009

☎ (213) 624-6999

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

July 21, 2021

VIA E-MAIL

Charlotte E. Scott
Assistant County Counsel
Mendocino County Counsel
501 Low Gap Road, Room 1030
Ukiah, CA 95482
scottc@mendocinocounty.org

Re: Request for CV/Fee Schedule

Dear Ms. Scott:

Thank you for considering our office for conflict counsel to represent Sheriff Kendall. Enclosed with this correspondence is a copy of my resume and a copy of my website profile.

I will also provide a brief description of my background and professional experience. I graduated with a degree in Criminal Justice with an eye on pursuing a career in law enforcement. I graduated from the police academy but decided to switch gears and go to law school instead. I have been licensed as an attorney in California since 2013. I was elected as a shareholder of Porter Scott in October 2020.

My practice focuses almost exclusively on representing public entities in civil rights and employment litigation. I have represented numerous law enforcement personnel throughout my career, including Sheriffs from the Counties of Tehama, San Joaquin, Butte, Humboldt, and Sacramento.

Our firm's hourly rates for this matter are as follows:

Shareholder - \$260
Associate - \$230
Paralegal - \$140

Please feel free to contact me if you would like to discuss this matter further. I look forward to the opportunity of working with the County of Mendocino.

///

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Charlotte E. Scott
July 21, 2021
Page 2

Very truly yours,

PORTER SCOTT
A PROFESSIONAL CORPORATION



By
David R. Norton
Shareholder

DRN/wj
Encl.: As Stated

David R. Norton, Esq.
916-929-1481
dnorton@porterscott.com

EXPERIENCE

Porter Scott, Sacramento, CA

Shareholder, January 1, 2021 – Present

Litigation Associate, November 2013 – January 2015; April 2017 – December 31, 2020

Law Clerk, May 2012 – August 2012, September 2013 – November 2013

- Manage a caseload of 15-20 cases and supervise 3-5 junior associates.
- Advise public entity clients on best policies and practices for a wide variety of subjects, including employment hiring practices and employee discipline, jail policies, and document management.
- Defend public entities in civil rights and employment litigation from the filing of the complaint through trial and appeal.
 - Took and defended 100+ depositions
 - Attended 25+ mediations and settlement conferences and negotiated numerous settlements with opposing counsel.
 - Drafted and argued numerous motions, including discovery motions, dispositive motions, and motions in limine
 - Investigation and discovery, including interviewing witnesses, drafting discovery, and analyzing relevant documents

Boutin Jones Inc., Sacramento, CA

Attorney, Employment Law Group, January 2015 – March 2017

- Represent corporations in single-plaintiff employment discrimination and harassment lawsuits and class action wage and hour claims, as well as provide advice and counseling on employment legal issues that affect the business of our clients.
- Conducted workplace investigation involving alleged unfair hiring practices.
- Drafted and advised clients on employee handbooks and other policies and procedures.
- Researched and analyzed newly passed legislation and recent court opinions and drafted legal memorandums for clients to advise on the impact they will have on their business.

EDUCATION

University of the Pacific, McGeorge School of Law, Sacramento, California (J.D., 2013)

Class Rank: 29/250 (Top 12%)

- Research Assistant for Professor Emily Garcia Uhrig
- Dean's List, 2011 – 2013
- Mock Trial Team, 2011 – 2013
- McGeorge Trial Advocate of the Year, 2013
- First-Year Mock Trial Competition – Winner, 2011

University of Wisconsin – Milwaukee, (B.S. Criminal Justice, 2009)

David R. Norton

Shareholder

With Midwesterner roots, David's values of integrity and dedication initially led him to pursue a career in law enforcement. After graduating from the police academy, David switched his focus from patrolling the streets to defending his clients in the courtroom. David brings the same commitment of service and protection when representing his clients.



☎ (916) 929-1481 ✉ dnorton@porterscott.com

📍 350 University Ave, Suite 200, Sacramento, CA

OVERVIEW

University of the Pacific, McGeorge School of Law (J.D., 2013)

- Graduated with Distinction
- Dean's List (2011-2013)
- Mock Trial Team (2011-2013)
- Trial Advocate of the Year (2013)

University of Wisconsin – Milwaukee (B.S., 2009)

PRACTICE AREAS

Practice Areas

- Police Practices
- Premises Liability
- Public Entities
- Employment

Admitted to Practice

- All California state courts
- United States District Court for the Eastern District of California
- United States District Court for the Northern District of California
- United States District Court for the Central District of California



A PROFESSIONAL CORPORATION

Proposal to Provide Outside Counsel Services



Kai Ruess, Partner

Aaronson, Dickerson, Cohn & Lanzone
1001 Laurel Street, Suite A
San Carlos, CA 94070
(650) 593-3117 ext. 215
State Bar No. 278093

Proposal

In response to a request from the County Counsel's Office, I am pleased to submit this proposal to provide Outside Counsel Services to assist the Mendocino County Sheriff resolve an on-going dispute with the County Board of Supervisors. My firm, the Law Offices of Aaronson, Dickerson, Cohn & Lanzone ("ADC&L"), was established 70 years ago and has specialized in public and municipal law since its formation. ADC&L currently represents the City of San Carlos, City of Foster City, Town of Woodside, Coastside Fire Protection District, Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA), San Mateo County Telecommunications Authority, Redwood City Business Improvement District, Central County Fire Department, Fire Net 6, and South Bayside Waste Management Authority. Attorneys at ADC&L also currently provide special counsel services to the cities of Palo Alto and Mountain View.

I have specialized in public law since joining ADC&L and being admitted to the State Bar in 2011. In addition to serving ADC&L's retained public clients, I have assisted private clients on transactional, employment, and real estate matters. I have also provided harassment prevention training and been retained to conduct workplace investigations by cities, school districts, fire departments, non-profits and other employers in San Mateo County, Santa Clara County, Marin County, Contra Costa County, Monterey County, and Nevada County. I have attached my résumé, which further details my experience.

Please let me know if you have questions or need additional information. Thank you for considering this proposal and I look forward to speaking with you about it.



Kai Ruess, Partner
Aaronson, Dickerson, Cohn & Lanzone
State Bar No. 278093

Fee Proposal

If retained, ADC&L will provide legal services, as directed, at the rate of \$300 per attorney hour worked. I review all billing statements before they are issued to ensure that the amount charged is appropriate. The statement for fees is simply the product of the hours worked, including travel, multiplied by the hourly rate.

Bills will be sent to the County monthly. If payment is not received within 30 days of the billing date, ADC&L reserves the right to charge interest on the unpaid balance at the rate 10% per month and to terminate our services.

Firm Background

The Law Offices of Aaronson, Dickerson, Cohn & Lanzone was founded in 1949 by Michael Aaronson and Melvin E. Cohn. In April 1956, Melvin E. Cohn became City Attorney for the City of San Carlos, beginning the firm's long-standing municipal law practice. In October 1963, he was appointed by then-Governor Edmund G. (Pat) Brown to a judgeship on the San Mateo County Superior Court. In 1983, after 20 years of distinguished service on the Bench, Judge Cohn retired and rejoined the firm as of counsel.

In September 1957, Kenneth M. Dickerson joined the firm and eventually became the City Attorney for the cities of Belmont and Foster City and the District Counsel for the San Mateo County Harbor District.

In 1970, Robert J. Lanzone joined the firm. During his career, he served as the City Attorney for the cities of San Carlos, Half Moon Bay, and Pacifica and as Town Attorney for the Town of Woodside.

In the 1980's, the firm expanded with the additions of Jean B. Savaree in 1985 and Gregory J. Rubens in 1989. Ms. Savaree and Mr. Rubens carried on the firm's tradition of municipal work, as Ms. Savaree is the current City Attorney for the City of Foster City and Town Attorney for the Town of Woodside, and Mr. Rubens serves as the City Attorney for the City of San Carlos.

I joined the firm in 2011 and immediately began working as a deputy for all the firm's municipal clients. I currently serve as Senior Deputy to those clients, and through that position have provided the full array of city attorney services. In the absence of the City Attorney, I have acted as the City Attorney for each of the firm's municipal clients.

In 2012, Camas J. Steinmetz joined the firm and now provides land use, CEQA, and real estate law expertise to the firm's municipal clients.

Although no longer a partner, Robert J. Lanzone remains with ADC&L as of counsel. The firm was excited to recently welcome Joan A. Borger, former City Attorney to the City of Sunnyvale, also as of counsel. Two of ADC&L's former attorneys now serve as in-house counsel to the City of San Bruno and the Metropolitan Transportation Commission.

As a small municipal law firm, ADC&L understands the issues that are shared by public entities in the Bay Area, but also appreciates the unique aspects of each community. ADC&L prides itself on delivering the best quality legal service while recognizing the budgetary challenges that public clients face. The firm strives to maintain competitive rates and to work efficiently and effectively on behalf of its clients. ADC&L's long tenures with its municipal clients demonstrate the value that it delivers.

ADC&L has been consistently providing city attorney services since its founding partner, Melvin E. Cohn, became the San Carlos City Attorney in 1956. Since that time, the firm has provided city attorney services to six different cities and temporary special counsel services to several others, such as the cities of San Bruno, Redwood City, Burlingame, Mountain View, and Palo Alto and the towns of Hillsborough and Portola Valley. ADC&L currently represents the following public agencies:

- City of San Carlos
- Town of Woodside
- City of Foster City (representation will end August 1, 2021)
- Coastside Fire Protection District
- Central County Fire Department
- South Bayside Waste Management Authority
- Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA)
- San Mateo County Telecommunications Authority
- Redwood City Business Improvement District

Kai Ruess

State Bar No. 278093

J.D., University of California, Hastings College of the Law, 2011

B.A., University of California, Davis, with Honors, 2007

WORK EXPERIENCE

Attorney/Partner

Aaronson, Dickerson, Cohn & Lanzone, A.P.C.

August 2011 – present

Current Work

- Senior Deputy City Attorney for the City of Foster City
- Assistant Town Attorney for the Town of Woodside
- Deputy City Attorney for the City of San Carlos
- Deputy Counsel to several other public entity clients, including the Central County Fire Department and the Coastside Fire Protection District
- Counsel for the Copper Valley Community Services District
- Private civil practice, representing clients in San Mateo, Santa Clara, and San Francisco Counties

Previous Work

- Deputy Counsel for South Bayside Waste Management Authority
- Deputy Counsel for the San Mateo County Harbor District
- Special Counsel for the City of Redwood City
- Retained as an investigator for several public agencies, including the Burlingame School District, Millbrae School District, Redwood City Elementary School District, San Bruno Park School District, City of San Rafael, City of Campbell, City of Watsonville, College of Marin, San Mateo Community College District, Nevada County, Contra Costa County Mosquito and Vector Control District, Monterey One Water, and San Ramon Valley Fire Protection District

Adjunct Faculty Member

University of California, Hastings College of the Law

August 2016 – May 2018

- Instructed first-year Legal Writing & Research and Moot Court courses

Summer Law Clerk

City of Burlingame, CA

June 2010 – August 2010

- Assisted the City Attorney in advising City officials on legal issues and potential liabilities
- Drafted memoranda and briefs regarding City policies and applicable law
- Strategized and participated in mediation on a public works project dispute

Summer Legal Intern

City of San Mateo, CA

June 2009 – August 2009

- Researched legal questions posed by City departments and authored memoranda to staff and City Council
- Prepared motions and other legal filings for on-going litigation

Case Manager

Travelers Insurance

June 2007 – August 2008

- Managed worker's compensation claims
- Made determinations on claim compensability and furnished benefits to claimants

ACTIVITIES AND ACCOMPLISHMENTS

- Member, League of California Cities Municipal Finance Committee
- Former Member, League of California Cities FPPC Committee
- Former San Carlos Chamber of Commerce Board Member
- 2010-11 U.C. Hastings Moot Court Student of the Year
- Regional Best Brief, 2010 National Moot Court Competition
- Former Executive Production Editor, Hastings Science and Technology Law Journal
- Former Finance Committee Member, Cal Aggie Alumni Association
- Member, Phi Beta Kappa Society



COAST DEMOCRATS
P.O. Box 592
Fort Bragg, CA 95437-0592

August 2, 2021

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Re: Agenda Item __5b_, August 3, 2021

By email: bos@mendocino.org

Honorable Members of the Board of Supervisors:

On May 20, 2021, the Coast Democratic Club submitted a letter to you along with other organizations in this County requesting that the Board of Supervisors move to commence an independent and comprehensive audit of the Mendocino County Sheriff's Office (MCSO). Our Club members reside in Supervisorial Districts 4 and 5.

In February 2021, our Club began to look at the issue of government accountability...where is taxpayer money is being spent and how productive is the outcome. We were particularly interested in the budget process at the County level. How are the decisions being made to allocate funds?

Given the amount of dollars allocated to the MCSO and associated elements of the County's law enforcement departments, including the County jail, we considered then and continue to hold that an audit should provide valuable data for decisions on budgeting and allocations of resources. Future decisions on policies regarding law enforcement in the county would be then be supported by measurable means.

The need to make all levels of government transparent and accountable has become more urgent in recent years. This audit should serve as a model for County decision making.

Today, it appears that the Sheriff is resisting any attempt by the Board to assess his departments' needs. Now he would like you to fund a lawsuit against you of his making.

We support your taking leadership in an area where there should be no conflict regarding your authority and responsibility to your constituents.

Sincerely yours,

Karen Bowers

Chair

Coast Democratic Club



Mendocino County Board of Supervisors Agenda Summary

Item #: 5C)

To: Board of Supervisors

From: Sheriff-Coroner

Meeting Date: August 3, 2021

Department Contact: Matthew Kendall

Phone: 463-4085

Department Contact: My Lan Do Nguyen

Phone: 463-4408

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

Discussion and Possible Action Regarding Approval of Modification to the Current Resident Deputy Pay Incentive Plans for the Round Valley and South Coast Positions
(Sponsor: Sheriff-Coroner)

Recommended Action/Motion:

Approve modification to the current Resident Deputy Pay Incentive Plans for the Round Valley and South Coast positions.

Previous Board/Board Committee Actions:

Over twenty years ago, the Board approved a Resident Deputy Program to provide full-time public safety services to these identified remote rural communities.

Summary of Request:

The Mendocino County Sheriff's Office provides public safety services to an area of approximately 3,800 square miles.

Some communities are located in remote rural portions of the county, which makes providing services difficult based upon the county's geography.

These communities include Round Valley, Elk, Manchester, Point Arena, Anchor Bay, and Gualala and are a significant distance from the Sheriff's Office primary duty stations. It is frequent for these communities to receive diminished levels of public safety services because of these geographical challenges.

The Sheriff's Office, over twenty years ago, established a Resident Deputy Program to provide full-time public safety services to these identified remote rural communities.

A Resident Deputy resides and works within a specific community. They interact directly with the community and are able to provide public safety services consistently, effectively and efficiently.

The Sheriff is unable to mandate where a Deputy Sheriff resides and employees seldom choose to reside in these remote rural communities mainly because of housing and cost of living expenses.

Item #: 5C)

To help encourage an employee's participation in the Residence Deputy Program, the Sheriff's Office has provided pay incentives over the years.

Most Resident Deputy Positions are vacant and needed specifically in Round Valley and the South Coast.

The current pay incentives for the Round Valley Resident Deputy Positions include the following:

1. 5% resident post premium pay added to base pay
2. 5% Covelo assignment premium pay
3. \$6,200.00 yearly health care subsidy
4. \$50.00 quarterly increase to uniform allowance
5. Up to \$5,000.00 after completion of first twelve (12) months in assignment
6. Up to \$7,000.00 after completion of twenty-four (24) months in assignment
7. Up to \$10,000.00 after completion of thirty-six (36) months in assignment
8. Up to \$10,000.00 yearly after completion of four (4) years in assignment
9. Up to \$275.00 monthly rental or lease reimbursement for a residence within the historic Round Valley Judicial District

The current pay incentives for the South Coast Resident Deputy Positions include the following:

1. 5% resident post premium pay added to base pay
2. 5% Coast assignment premium pay
3. \$6,200.00 yearly health care subsidy
4. \$50.00 quarterly increase to uniform allowance
5. Up to \$5,000.00 after completion of first twelve (12) months in assignment
6. Up to \$7,000.00 after completion of twenty-four (24) months in assignment
7. Up to \$10,000.00 after completion of thirty-six (36) months in assignment
8. Up to \$10,000.00 yearly after completion of four (4) years in assignment

This pay incentive plan has been successful in Residence Deputy recruitments until the last few years. The pay incentive plan has increased over time but appears to be in need of modifications to attract interest.

The Sheriff is respectfully requesting the following funding/authorization to modify the current Resident Deputy pay incentive plans for the Round Valley and South Coast positions to allow for the following modifications:

1. Up to \$15,000.00 yearly rental or lease reimbursement for residence located in the Round Valley or South Coast patrol beat area.
2. Up to \$20,000.00 yearly bonus (12 consecutive months) in Resident Deputy assignment at sole discretion of the Sheriff.

The County has fulfilled its obligation with the affected bargaining unit pursuant to Meyers-Milias-Brown Act (MMBA).

Alternative Action/Motion:

Provide direction.

How Does This Item Support the General Plan? Provide public safety services to communities currently without a resident deputy.

Supervisory District: All

Item #: 5c)

vote requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: SO-861011

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: Annual recurring cost depends on number of Round Valley and South Coast positions

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: Cherie Johnson, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: August 4, 2021

Final Status: **Approved**





Mendocino County Board of Supervisors Agenda Summary

Item #: 5d)

To: Board of Supervisors

From: Executive Office

Meeting Date: August 3, 2021

Department Contact: Executive Office

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 45 min

Agenda Title:

Discussion and Possible Action Including Acceptance of the Presentation of the Board of Supervisors' Prioritized Worksheets Regarding Projects for Strategically Investing One-Time Pacific Gas & Electric Disaster Settlement Funds (Sponsor: Executive Office)

Recommended Action/Motion:

Accept presentation of the Board of Supervisors' prioritized worksheets regarding projects for strategically investing one-time Pacific Gas and Electric (PG&E) disaster settlement funds.

Previous Board/Board Committee Actions:

On March 9, 2021 the Board of Supervisors during the budget workshop discussed obtaining input from the Community and County Departments regarding priority projects within the County that could be funded by the PG&E Disaster Settlement Funds.

On April 6, 2021 the Board of Supervisors accepted presentations by Mendocino County Fire Safe Council, Coastal Valley Emergency Medical Services, Mendocino County Planning and Building Services, Mendocino County Sheriff's Office, and Mendocino County Department of Transportation, regarding projects for strategically investing one-time Pacific Gas & Electric (PG&E) disaster settlement funds.

On May 4, 2021 the Board of Supervisors accepted presentations by Prevention, Recovery, Resiliency and Mitigation Department (PRRM), Agriculture Department of Mendocino County, the Community Foundation of Mendocino County, the Mendocino County Resource Conservation District, the Redwood Valley-Calpella Fire District, the Mendocino County Culture Services Agency, the Mendocino County Information Technology Master Plan (ITMP), and the Facilities Division of Mendocino County, Live Fire Training Pro, regarding projects for strategically investing one-time Pacific Gas & Electric (PG&E) disaster settlement funds.

On May 11, 2021 the Board of Supervisors in open session, accepted the Chief Executive Officer's Summary; and accepted presentations by Potter Valley Volunteer Fire Department, Redwood Valley County Water District, and the Brooktrails Fire Department and Little Lake Fire Protection District, regarding projects for strategically investing one-time Pacific Gas & Electric (PG&E) disaster settlement funds.

On June 8, 2021 the Board of Supervisors, as part of the Consent Agenda, accepted the Chief Executive Officer's Summary; and accepted correspondence by Mendocino County Sheriff-Coroner's Office, Mendocino

Item #: 5d)

County Department of Transportation, Mendocino County Planning and Building Services, Housing Action Team - Inland Mendocino County, Mendocino County Health and Human Services, United Disaster Relief of Northern CA, Quail Valley Vineyard and Frey Vineyard, Potter Valley Youth and Community Center, Potter Valley Community Parks and Recreation, Potter Valley Community School District, regarding projects for strategically investing one-time Pacific Gas & Electric (PG&E) disaster settlement funds.

Summary of Request:

The County of Mendocino, along with eight other counties and cities, accepted a mediator's proposal of \$415 million to resolve the collective cities' and counties' North Bay Fires claims. The claim funds are intended for rebuilding and recovery from the Redwood Complex fire in 2017. Of the \$415 million, \$22,651,737 was allocated for Mendocino County.

This informational presentation is the sixth session conducted by the Board of Supervisors to identify and prioritize projects in need of one-time funding to be allocated from the Pacific Gas & Electric disaster and settlement funds.

Alternative Action/Motion:

No action.

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: PG&E Settlement

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: No

if no, please describe: Unanticipated Funding

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, Deputy Clerk I

Date: August 4, 2021

Final Status: **Approved with Direction**



PG&E - Funded per BOS Combined Method

INTERNAL WORKING DOCUMENT

Total One-Time PG&E Settlement - \$22,651,737

Agency/Department	1-Time Funds	Funding Ask	Funded per Combined Method, if Varying Amounts Took the Lowest
Mendocino Fire Safe Council (MCFSC)			
Basic MCFSC Operations		\$ 120,000	\$ 120,000
DSAFIE (Defensible Space Assistance)		\$ 650,000	\$ 650,000
Community Chipper Program		\$ 150,000	\$ 150,000
Coastal Valley Emergency Medical Services (EMS)			
CAD Integration		\$ 62,000	\$ 62,000
CAD Monthly Service/5 years	X	\$ 120,000	\$ 120,000
Image Trend	X	\$ 271,978	\$ 271,978
Pulse Point	X	\$ 62,500	\$ 62,500
Non-Transport Fire Service Equipment		\$ 300,000	\$ 300,000
EMS Transport Service Equipment		\$ 559,125	\$ 559,125
Training & Education Center	X	\$ 200,000	\$ 200,000
EMT/Paramedic Scholarships	X	\$ 100,000	\$ 100,000
JPA Assessment & Implementation	X	\$ 1,359,397	\$ 1,000,000
Mendocino County Sheriff Office -Emergency Operations Center (EOC)			
EOC Facility	X	\$ 500,000	\$ 500,000
Generator	X	\$ 58,000	\$ 58,000
Re-Engineer Equipment to EOC Facility	X	\$ 100,000	\$ 100,000
** Vehicle Replacement (including computer mobile devices)	X	\$ 1,100,000	\$ 1,100,000
** Radio Systems for Sworn Sheriff's Office Vehicles	X	\$ 286,110	\$ 286,110
Mendocino County Department of Transportation (DOT)			
Road & Bridge Repairs	X	\$ 1,400,318	\$ 1,400,318
Funding Assistance for Road Resurfacing & Widening Eastside Potter Valley Road-Time Sensitive-by July 13, 2021	X	\$ 1,001,715	\$ 1,001,715
Mendocino County Planning & Building Services Department (PBS)			
Reimbursement for Permits & Staff time from 2017 Disaster	X	\$ 412,899	\$ 412,899
The Community Foundation of Mendocino County			
Disaster Fund for Future Disasters in Mendocino County	X	\$ 1,500,000	\$ 500,000
Resource Conservation District Mendocino County			
Hazardous Tree Removal	X	\$ 500,000	\$ 500,000
Fire Restoration Road Improvements	X	\$ 500,000	\$ 500,000
CEQA Investments for 4 projects (\$10,000 per project)	X	\$ 40,000	\$ 40,000
Prevention, Recovery, Resiliency & Mitigation (PRRM)			
Update General Plan Safety Element	X	\$ 41,457	\$ 41,457
Update Hazard Mitigation Plan	X	\$ 62,500	\$ 62,500
Ignition Resistance Construction Phase I	X	\$ 100,000	\$ 100,000
Mendocino County Early Warning Sirens-Local Match	X	\$ 43,054	\$ 43,054
Develop a Plan for Safe Emergency Ingress/Egress for Secondary Roads	X	\$ 250,000	\$ 250,000
Fire Hydrant Installation in Redwood Valley	X	\$ 250,000	\$ 250,000
Mendocino County Facilities & Information Services			
Emergency Infrastructure Microwave Hardening - Phase 2 (Sanel)	X	\$ 350,000	\$ 350,000
Park Hazards Mitigation	X	\$ 300,000	\$ 300,000
Microwave & Radio Communications Hardening Phase - 3 Radio Replacement	X	\$ 900,000	\$ 900,000
Fort Bragg Spur Microwave Ring Expansion	X	\$ 50,000	\$ 50,000
Big Signal Peak - Underground Test/Mapping/Distance/Meter	X	\$ 163,000	\$ 163,000
Microwave/Radio Towers Structural Analysis	X	\$ 100,000	\$ 100,000
Microwave Phase I (Repeaters) - Additional Funding	X	\$ 500,000	\$ 500,000
MC Sheriff Office Structured Connectivity - Station 1 Wiring	X	\$ 125,000	\$ 125,000
Disaster Recovery Planning	X	\$ 40,000	\$ 40,000
Disaster Recovery Site Implementation	X	\$ 250,000	\$ 250,000
Redwood Valley-Calpella Fire District			

PG&E - Funded per BOS Combined Method

INTERNAL WORKING DOCUMENT

Total One-Time PG&E Settlement - \$22,651,737

Agency/Department	1-Time Funds	Funding Ask	Funded per Combined Method, if Varying Amounts Took the Lowest
Type 1 Structure Fire Truck	X	\$ 1,000,000	\$ 1,000,000
Type 3 Wildland Truck with 4-wheel drive	X	\$ 500,000	\$ 500,000
4 Warning Sirens and Poles	X	\$ 135,000	\$ 135,000
Community Training for Sirens	X	\$ 2,500	\$ 2,500
Repair/Replace Firehouse Septic System	X	\$ 40,000	\$ 40,000
Repair and Resurface Firehouse Pavement	X	\$ 50,000	\$ 50,000
Update Firehouse Computers & Office Equipment	X	\$ 10,000	\$ 10,000
2 Bedroom Modular	X	\$ 100,000	\$ 100,000
Clean-up from 2017 Fire	X	\$ 75,000	\$ 75,000
Clean-up from 2020 Storm	X	\$ 20,000	\$ 20,000
Community Education	X	\$ 5,000	\$ 5,000
Fire Hydrants (Add/Replace)	X	\$ 500,000	\$ 500,000
Locks for Fire Hydrants	X	\$ 150,000	\$ 150,000
Fire Training Structure			
Ohio Phase V - Modified	X	\$ 1,000,000	\$ 1,000,000
Mendocino County Library			
Purchase & Install Permanent Generators (at 5 Library Branches)	X	\$ 580,000	\$ 500,000
Brooktrails Fire Department (BCS)			
Polaris UTV Side-by-side Rescue Vehicles	X	\$ 120,000	\$ 120,000
Potter Valley Volunteer Fire Department			
2008 International Type III Wild Land Fire Engine	X	\$ 209,000	\$ 209,000
Emergency Power Generator for Fire Station 631	X	\$ 19,776	\$ 19,776
Firefighting Equipment	X	\$ 76,400	\$ 76,400
Communications Upgrades since 2017	X	\$ 7,600	\$ 7,600
Emergency Supply Cache for Major Disasters	X	\$ 15,000	\$ 15,000
Water Tender for Remote Fire Responses	X	\$ 80,000	\$ 80,000
Washing Machine Extractor for PPE	X	\$ 8,000	\$ 8,000
Redwood Valley Water District			
Replace 2 Lake Pump Controls & Clean-up of Plumbing & Electrical	X	\$ 300,000	\$ 200,000
Metered Fire Hydrant Locks for 200 Hydrants	X	\$ 200,000	\$ 200,000
United Disaster Relief of Northern California - Disaster Resource Center			
Forklift	X	\$ 10,000	\$ 10,000
Total		\$ 20,092,329	\$ 18,552,932
		Available Balance	\$ 4,098,805

PG&E - Not Funded at This Time

INTERNAL WORKING DOCUMENT

Total One-Time PG&E Settlement = \$22,651,737

Agency/Department	I-Time Funds	Funding Ask
Coastal Valley Emergency Medical Services (EMS)		
JPA Consultant	X	\$ 165,000
Mendocino County Department of Transportation (DOT)		
Past Disasters	X	\$ 565,198
Carb Program	X	\$ 1,500,000
Mendocino County Planning & Building Services Department (PBS)		
Facilities Modification	X	\$ 800,000
Vehicle Abatement Program	X	\$ 900,000
2 Vehicles for Code Enforcement	X	\$ 68,000
5 Large Monitors for Electronic Plan Check	X	\$ 10,000
IT Hardware/Software/Updates	X	\$ 400,000
The Community Foundation of Mendocino County		
Endowment Sub-fund for Future Disasters	X	\$ 3,500,000
Resource Conservation District Mendocino County		
Woody Biomass Innovation Incubator	X	\$ 1,300,000
Prevention, Recovery, Resiliency & Mitigation (PRRM)		
County Cultural Responsiveness on Tribal Lands	X	\$ 15,000
Public Health Preparedness and Hydration Stations	X	\$ 80,000
Conduct a County Wide Environmental Impact Report or Negative Declaration	X	\$ 700,000
Mendocino County Facilities & Information Services		
911 Sheriff Dispatch Radio Console	X	\$ 800,000
Salary Budgeting - MUNIS System Improvements	X	\$ 25,000
Payroll/Timekeeping - Munis System Improvements	X	\$ 100,000
Aumentum Property Tax System	X	\$ 200,000
Logging & Audit Trails - Cybersecurity	X	\$ 125,000
Electronic Document Management - Document Imaging (DocuWare)	X	\$ 100,000
Fuel Management System Integration	X	\$ 150,000
Electronic/Digital Signatures Integration (DocuWare)	X	\$ 50,000
Network Upgrade - (SICSO Switching Infrastructure) Countywide	X	\$ 2,500,000
Data Center Upgrades - UPS (battery back-up) Replacement	X	\$ 50,000
Storage Area Network (SAN) Upgrade	X	\$ 100,000
Remote Access Upgrade	X	\$ 40,000
Wireless Network Improvements and Upgrades	X	\$ 100,000
Decommission/RVI Migration	X	\$ 100,000
IT Operations - Enterprise Management Platform	X	\$ 225,000
Mobile Device Management	X	\$ 50,000
IT Policies & Procedures - Project Management Costs	X	\$ 15,000
Virtual Network Segmentation - (VMWare Security Upgrades)	X	\$ 60,000
VoIP Phone System Upgrade and Resiliency	X	\$ 50,000
Mendocino County Reserves		
Reserve Allocation	X	\$ 1,500,000

PG&E - Not Funded at This Time

INTERNAL WORKING DOCUMENT

Total One-Time PG&E Settlement = \$22,651,737

Agency/Department	I-Time Funds	Funding Ask
Redwood Valley Water District		
Deferred Maintenance at Water Treatment Plant	X	\$ 500,000
SCADA Control System at Water Treatment Plant	X	\$ 100,000
Water Meter Replacement	X	\$ 200,000
Housing Action Team-Inland Mendocino County		
Mendocino County Housing Trust Fund	X	\$ 4,000,000
Mendocino County Health & Human Services Agency		
Reimbursement for Employee Time Directly related to the Redwood Fire		\$ 663,172
United Disaster Relief of Northern California - Disaster Resource Center		
Rent - 1 Year		\$ 24,000
Redwood Valley RRFCD Annexation presented by Valley Quail Vineyards & Frey Vineyards		
Redwood Valley RRFCD Annexation	X	\$ 750,000
Potter Valley Youth & Community Center		
Completion of Resource Facility	X	\$ 200,000
Potter Valley Community Parks & Recreation		
New Well Installation	X	\$ 20,000
Well Pump	X	\$ 2,000
Pump House	X	\$ 2,500
30-12' Panels for Pens for Evacuated Livestock	X	\$ 6,000
Panel Trailer for Storage & Efficiency	X	\$ 2,500
60-7' T Posts	X	\$ 500
7500 Square Ft Community Building	X	\$ 2,625,000
Potter Valley Unified School District		
Back-up Generator for the Water Pump System	X	\$ 120,000
Support for Local Fire Agencies/EMS		
Support for Local Fire Agencies/EMS	X	
Total		\$ 25,558,870

PG&E Funding by Spend Priorities

INTERNAL WORKING DOCUMENT

Agency/Department	1-Time Funds	Funding Ask	Spend Priority
Mendocino Fire Safe Council			
Basic MCFSC Operations		\$ 120,000	
DSAFIE (Defensible Space Assistance)		\$ 650,000	
Community Chipper Program		\$ 150,000	
Purchase of Chipper Truck	X	\$ 90,000	Funded via Other Source
Coastal Valley EMS			
CAD Integration		\$ 62,000	
CAD Monthly Service/5 years	X	\$ 120,000	
Image Trend	X	\$ 271,978	
Pulse Point	X	\$ 62,500	
Non-transport Fire Service Equipment		\$ 300,000	
EMS Transport Service Equipment		\$ 559,125	
Training & Education Center	X	\$ 200,000	
EMT/Paramedic Scholarships	X	\$ 100,000	
JPA Assessment & Implementation	X	\$ 1,359,397	
JPA Consultant	X	\$ 165,000	
Mendocino County Sheriff Office -Emergency Operations Center			
EOC Facility	X	\$ 500,000	
Generator	X	\$ 58,000	
Re-engineer Equipment to EOC Facility	X	\$ 100,000	
** Vehicle Replacement (including computer mobile devices)	X	\$ 1,100,000	
** Radio Systems for Sworn Sheriff's Office Vehicles	X	\$ 286,110	
Mendocino County Department of Transportation			
Road & Bridge Repairs	X	\$ 1,400,318	
Past Disasters	X	\$ 565,198	
Carb Program	X	\$ 1,500,000	
Little River Airport	X	\$ 175,000	Funded via Other Source
Round Valley Airport	X	\$ 423,413	Funded via Other Source
Funding Assistance for Road Resurfacing & Widening Eastside Potter Valley Road-Time Sensitive-by July 13, 2021	X	\$ 1,001,715	
Mendocino County Planning & Building Department			
Reimbursement for Permits & Staff time from 2017 Disaster	X	\$ 412,899	
Facilities Modification	X	\$ 800,000	
Vehicle Abatement Program	X	\$ 900,000	
2 Vehicles for Code Enforcement	X	\$ 68,000	
5 Large Monitors for Electronic Plan Check	X	\$ 10,000	
IT Hardware/Software/Updates	X	\$ 400,000	
The Community Foundation of Mendocino County			
Disaster Fund for future disasters in Mendocino County	X	\$ 1,500,000	
Endowment Sub-fund for Future Disasters	X	\$ 3,500,000	
Resource Conservation District Mendocino County			
Hazardous Tree Removal	X	\$ 500,000	
Fire Restoration Road Improvements	X	\$ 500,000	
CEQA Investments for 4 projects (\$10,000 per project)	X	\$ 40,000	
Woody Biomass Innovation Incubator	X	\$ 1,300,000	
Prevention, Recovery, Resiliency & Mitigation (PRRM)			
Update General Plan Safety Element	X	\$ 41,457	
Update Hazard Mitigation Plan	X	\$ 62,500	
Ignition Resistance Construction Phase I	X	\$ 100,000	
Mendocino County Early Warning Sirens-Local Match	X	\$ 43,054	
Mendocino County Community Fire Safety Initiatives - Bower Park	X	\$ 200,000	Funded via Other Source

PG&E Funding by Spend Priorities

INTERNAL WORKING DOCUMENT

Agency/Department	1-Time Funds	Funding Ask	Spend Priority
Mendocino County Community Fire Safety Initiatives - Mariposa Park	X	\$ 100,000	Funded via Other Source
County Cultural Responsiveness on Tribal Lands	X	\$ 15,000	
Public Health Preparedness and Hydration Stations	X	\$ 80,000	
Develop a Plan for Safe Emergency Ingress/Egress for Secondary Roads	X	\$ 250,000	
Fire Hydrant Installation in Redwood Valley	X	\$ 250,000	
County Wide Water Supply Resilience & Reliability Analysis	X	\$ 500,000	Funded via Other Source
Conduct a County Wide Environmental Impact Report or Negative Declaration	X	\$ 700,000	
Develop a Covid-19 Recovery Plan	X	\$ 250,000	Funded via Other Source
Covid-19 Phase I Plan Implementation	X	\$ 500,000	Funded via Other Source
Mendocino County Facilities & Information Services			
911 Sheriff Dispatch Radio Console	X	\$ 800,000	
Emergency Infrastructure Microwave Hardening - Phase 2 (Sanel)	X	\$ 350,000	
Park Hazards Mitigation	X	\$ 300,000	
Microwave & Radio Communications Hardening Phase - 3 Radio Replacement	X	\$ 900,000	
Fort Bragg Spur Microwave Ring Expansion	X	\$ 50,000	
Big Signal Peak - Underground Test/Mapping/Distance/Meter	X	\$ 163,000	
Salary Budgeting - MUNIS System Improvements	X	\$ 25,000	
Payroll/Timekeeping - Munis System Improvements	X	\$ 100,000	
Aumentum Property Tax System	X	\$ 200,000	
Microwave/Radio Towers Structural Analysis	X	\$ 100,000	
Microwave Phase I (Repeaters) - Additional Funding	X	\$ 500,000	
MC Sheriff Office Structured Connectivity - Station 1 Wiring	X	\$ 125,000	
Logging & Audit Trails - Cybersecurity	X	\$ 125,000	
Electronic Document Management - Document Imaging (DocuWare)	X	\$ 100,000	
Fuel Management System Integration	X	\$ 150,000	
Electronic/Digital Signatures Integration (DocuWare)	X	\$ 50,000	
Network Upgrade - (SICSO Switching Infrastructure) Countywide	X	\$ 2,500,000	
Data Center Upgrades - UPS (battery back-up) Replacement	X	\$ 50,000	
Storage Area Network (SAN) Upgrade	X	\$ 100,000	
Remote Access Upgrade	X	\$ 40,000	
Wireless Network Improvements and Upgrades	X	\$ 100,000	
Decommission/RVI Migration	X	\$ 100,000	
IT Operations - Enterprise Management Platform	X	\$ 225,000	
Mobile Device Management	X	\$ 50,000	
IT Policies & Procedures - Project Management Costs	X	\$ 15,000	
Disaster Recovery Planning	X	\$ 40,000	
Disaster Recovery Site Implementation	X	\$ 250,000	
Virtual Network Segmentation - (VMWare Security Upgrades)	X	\$ 60,000	
VoIP Phone System Upgrade and Resiliency	X	\$ 50,000	
Redwood Valley-Calpella Fire District			
Type 1 Structure Fire Truck	X	\$ 1,000,000	
Type 3 Wildland Truck with 4-wheel drive	X	\$ 500,000	
4 Warning Sirens and Poles	X	\$ 135,000	
Community Training for Sirens	X	\$ 2,500	
Repair/Replace Firehouse Septic System	X	\$ 40,000	
Repair and Resurface Firehouse Pavement	X	\$ 50,000	
Update Firehouse Computers & Office Equipment	X	\$ 10,000	
2 Bedroom Modular	X	\$ 100,000	
Clean-up from 2017 Fire	X	\$ 75,000	
Clean-up from 2020 Storm	X	\$ 20,000	
Community Education	X	\$ 5,000	

PG&E Funding by Spend Priorities

INTERNAL WORKING DOCUMENT

Agency/Department	1-Time Funds	Funding Ask	Spend Priority
Fire Hydrants (Add/Replace)	X	\$ 500,000	
Locks for Fire Hydrants	X	\$ 150,000	
Fire Training Structure			
Ohio Phase V Modified	X	\$ 1,000,000	
Mendocino County Library			
Purchase & Install Permanent Generators (at 5 Library Branches)	X	\$ 580,000	
Brooktrails Fire Department (BCS)			
Polaris UTV Side-by-side Rescue Vehicles	X	\$ 120,000	
Mendocino County Reserves			
Reserve Allocation	X	\$ 1,500,000	
Potter Valley Volunteer Fire Department			
2008 International Type III Wild Land Fire Engine	X	\$ 209,000	
Emergency Power Generator for Fire Station 631	X	\$ 19,776	
Firefighting Equipment	X	\$ 76,400	
Communications Upgrades Since 2017	X	\$ 7,600	
Emergency Supply Cache for Major Disasters	X	\$ 15,000	
Water Tender for Remote Fire Responses	X	\$ 80,000	
Washing Machine Extractor for PPE	X	\$ 8,000	
Redwood Valley Water District			
Replace 2 Lake Pump Controls & Clean-up of Plumbing & Electrical	X	\$ 300,000	
Metered Fire Hydrant Locks for 200 Hydrants	X	\$ 200,000	
Deferred Maintenance at Water Treatment Plant	X	\$ 500,000	
SCADA Control System at Water Treatment Plant	X	\$ 100,000	
Water Meter Replacement	X	\$ 200,000	
Housing Action Team - Inland Mendocino County			
Mendocino County Housing Trust Fund	X	\$ 4,000,000	
Mendocino County Health & Human Services Agency			
Reimbursement for Employee Time Directly related to the Redwood Fire		\$ 663,172	
United Disaster Relief of Northern California - Disaster Resource Center			
Rent - 1 Year		\$ 24,000	
Forklift	X	\$ 10,000	
Redwood Valley RRFCD Annexation presented by Valley Quail Vineyards & Frey Vineyards			
Redwood Valley RRFCD Annexation	X	\$ 750,000	
Potter Valley Youth & Community Center			
Completion of Resource Facility	X	\$200,000	
Potter Valley Community Parks & Recreation			
New Well Installation	X	\$ 20,000	
Well Pump	X	\$ 2,000	
Pump House	X	\$ 2,500	
30-12' Panels for Pens for Evacuated Livestock	X	\$ 6,000	
Panel Trailer for Storage & Efficiency	X	\$ 2,500	
60-7' T Posts	X	\$ 500	
7500 Square Ft Community Building	X	\$ 2,625,000	
Potter Valley Unified School District			
Back-up Generator for the Water Pump System	X	\$ 120,000	
	Total	\$ 47,889,612	\$ -
		Available Balance	\$ 22,651,737

PG&E Funding Rating Matrix - Revised 6/7/21-DRAFT

*Please use weighted value of 1 through 10, 1 being the lowest - 10 being the highest, Maximum Score of 100

Agency/Department	1-Time Funds	Funding Ask	Is it a Reimbursement to the County for disaster related expenses? *	Will it better prepare County for future fire disasters? *	Does it promote prevention & response capacity for Emergency Preparedness? *	Is it 1-Time only money? Will the program be sustainable? *	Will it be cost effective/promote cost savings? Leverage other funding sources? *	Does it benefit the entire County and/or under-served communities? *	Will the funds make the community based organization whole again? *	Does the funding align with the Fire Recovery Work Plan? *	Does the funding align with the Public Safety? *	Payor of Last Resort?*
Mendocino Fire Safe Council												
Basic MCFSC Operations		\$ 120,000										
DSAFIE (Defensible Space Assistance)		\$ 650,000										
Community Chipper Program		\$ 150,000										
Purchase of Chipper Truck		\$ 90,000										
Coastal Valley EMS												
CAD Integration		\$ 62,000										
CAD Monthly Service/5 years		\$ 120,000										
Image Trend		\$ 271,978										
Pulse Point		\$ 62,500										
Non transport Fire Service Equipment		\$ 300,000										
EMS Transport Service Equipment		\$ 559,125										
Training & Education Center		\$ 200,000										
EMT/Paramedic Scholarships		\$ 100,000										
JPA Assessment & Implementation		\$ 1,359,397										
JPA Consultant		\$ 165,000										
Mendocino County Sheriff Office -Emergency Operations Center												
EOC Facility		\$ 500,000										
Generator		\$ 58,000										
Re-engineer Equipment to EOC Facility		\$ 100,000										
** Vehicle Replacement (including computer mobile devices		\$ 1,100,000										
** Radio Systems for Sworn Sheriff's Office Vehicles		\$ 286,110										
Mendocino County Department of Transportation												
Road & Bridge Repairs		\$ 1,400,318										
Past Disasters		\$ 565,198										
Carb Program		\$ 1,500,000										
Little River Airport		\$ 175,000										
Round Valley Airport		\$ 423,413										
Funding Assistance for Road Resurfacing & Widening Eastside Potter Valley Road Time Sensitive-by July 13, 2021		\$ 1,001,715										
Mendocino County Planning & Building Department												
Reimbursement for Permits & Staff time from 2017 Disaster		\$ 412,899										
Facilities Modification		\$ 800,000										
Vehicle Abatement Program		\$ 900,000										
2 Vehicles for Code Enforcement		\$ 68,000										
5 Large Monitors for Electronic Plan Check		\$ 10,000										
IT Hardware/Software/Updates		\$ 400,000										
The Community Foundation of Mendocino County												
Disaster Fund for future disasters in Mendocino County		\$ 1,500,000										
Endowment Sub-fund for Future Disasters		\$ 3,500,000										
Resource Conservation District Mendocino County												
Hazardous Tree Removal		\$ 500,000										
Fire Restoration Road Improvements		\$ 500,000										
CEQA Investments for 4 projects (\$10,000 per project)		\$ 40,000										
Woody Biomass Innovation Incubator		\$ 1,300,000										
Prevention, Recovery, Resiliency & Mitigation (PRRM)												
Update General Plan Safety Element		\$ 41,457										
Update Hazard Mitigation Plan		\$ 62,500										
Ignition Resistance Construction Phase I		\$ 100,000										
Mendocino County Early Warning Sirens-Local Match		\$ 43,054										
Mendocino County Community Fire Safety Initiatives - Bower Park		\$ 200,000										
Mendocino County Community Fire Safety Initiatives - Mariposa Park		\$ 100,000										
County Cultural Responsiveness on Tribal Lands		\$ 15,000										
Public Health Preparedness and Hydration Stations		\$ 80,000										
Develop a Plan for Safe Emergency Ingress/Egress for Secondary Roads		\$ 250,000										
Fire Hydrant Installation in Redwood Valley		\$ 250,000										
County Wide Water Supply Resilience & Reliability Analysis		\$ 500,000										
Conduct a County Wide Environmental Impact Report or Negative Declaration		\$ 700,000										
Develop a Covid-19 Recovery Plan		\$ 250,000										
Covid-19 Phase I Plan Implementation		\$ 500,000										
Mendocino County Facilities & Information Services												
911 Sheriff Dispatch Radio Console		\$ 800,000										
Emergency Infrastructure Microwave Hardening - Phase 2 (Sanel)		\$ 350,000										

PG&E Funding Rating Matrix - Revised 6/7/21-DRAFT

*Please use weighted value of 1 through 10, 1 being the lowest - 10 being the highest, Maximum Score of 100

Agency/Department	1-Time Funds	Funding Ask	Is it a Reimbursement to the County for disaster related expenses? *	Will it better prepare County for future fire disasters? *	Does it promote prevention & response capacity for Emergency Preparedness? *	Is it 1-Time only money? Will the program be sustainable? *	Will it be cost effective/promote cost savings? Leverage other funding sources? *	Does it benefit the entire County and/or under-served communities? *	Will the funds make the community based organization whole again? *	Does the funding align with the Fire Recovery Work Plan? *	Does the funding align with the Public Safety? *	Payor of Last Resort?*
Park Hazards Mitigation	-	\$ 300,000										
Microwave & Radio Communications Hardening Phase - 3 Radio Replacement	-	\$ 900,000										
Fort Bragg Spur Microwave Ring Expansion	-	\$ 50,000										
Big Signal Peak - Underground Test/Mapping/Distance/Meter	-	\$ 163,000										
Salary Budgeting - MUNIS System Improvements	-	\$ 25,000										
Payroll/Timekeeping - Munis System Improvements	-	\$ 100,000										
Aumentum Property Tax System	-	\$ 200,000										
Microwave/Radio Towers Structural Analysis	-	\$ 100,000										
Microwave Phase I (Repeaters) - Additional Funding	-	\$ 500,000										
MC Sheriff Office Structured Connectivity - Station 1 Wiring	-	\$ 125,000										
Logging & Audit Trails - Cybersecurity	-	\$ 125,000										
Electronic Document Management - Document Imaging (DocuWare)	-	\$ 100,000										
Fuel Management System Integration	-	\$ 150,000										
Electronic/Digital Signatures Integration (DocuWare)	-	\$ 50,000										
Network Upgrade - (SICSO Switching Infrastructure) Countywide	-	\$ 2,500,000										
Data Center Upgrades - UPS (battery back-up) Replacement	-	\$ 50,000										
Storage Area Network (SAN) Upgrade	-	\$ 100,000										
Remote Access Upgrade	-	\$ 40,000										
Wireless Network Improvements and Upgrades	-	\$ 100,000										
Decommission/RVI Migration	-	\$ 100,000										
IT Operations - Enterprise Management Platform	-	\$ 225,000										
Mobile Device Management	-	\$ 50,000										
IT Policies & Procedures - Project Management Costs	-	\$ 15,000										
Disaster Recovery Planning	-	\$ 40,000										
Disaster Recovery Site Implementation	-	\$ 250,000										
Virtual Network Segmentation - (VMWare Security Upgrades)	-	\$ 60,000										
VoIP Phone System Upgrade and Resiliency	-	\$ 50,000										
Redwood Valley-Calpella Fire District												
Type 1 Structure Fire Truck	-	\$ 1,000,000										
Type 3 Wildland Truck with 4 wheel drive	-	\$ 500,000										
4 Warning Sirens and Poles	-	\$ 135,000										
Community Training for Sirens	-	\$ 2,500										
Repair/Replace Firehouse Septic System	-	\$ 40,000										
Repair and Resurface Firehouse Pavement	-	\$ 50,000										
Update Firehouse Computers & Office Equipment	-	\$ 10,000										
2 Bedroom Modular	-	\$ 100,000										
Clean-up from 2017 Fire	-	\$ 75,000										
Clean-up from 2020 Storm	-	\$ 20,000										
Community Education	-	\$ 5,000										
Fire Hydrants (Add/Replace)	-	\$ 500,000										
Locks for Fire Hydrants	-	\$ 150,000										
Fire Training Structure												
Ohio Phase V Modified	-	\$ 1,000,000										
Mendocino County Library												
Purchase & Install Permanent Generators (at 5 Library Branches)	-	\$ 580,000										
Brooktrails Fire Department (BCS)												
Polaris UTV Side-by-side Rescue Vehicles	-	\$ 120,000										
Mendocino County Reserves												
Reserve Allocation	-	\$ 1,500,000										
Potter Valley Volunteer Fire Department												
2008 International Type III Wild Land Fire Engine	-	\$ 209,000										
Emergency Power Generator for Fire Station 631	-	\$ 19,776										
Firefighting Equipment	-	\$ 76,400										
Communications Upgrades Since 2017	-	\$ 7,600										
Emergency Supply Cache for Major Disasters	-	\$ 15,000										
Water Tender for Remote Fire Responses	-	\$ 80,000										
Washing Machine Extractor for PPE	-	\$ 8,000										
Redwood Valley Water District												
Replace 2 Lake Pump Controls & Clean-up of Plumbing & Electrical	-	\$ 300,000										
Metered Fire Hydrant Locks for 200 Hydrants	-	\$ 200,000										
Deferred Maintenance at Water Treatment Plant	-	\$ 500,000										
SCADA Control System at Water Treatment Plant	-	\$ 100,000										
Water Meter Replacement	-	\$ 200,000										

PG&E Funding Rating Matrix - Revised 6/7/21-DRAFT

*Please use weighted value of 1 through 10, 1 being the lowest - 10 being the highest, Maximum Score of 100

Agency/Department	1-Time Funds	Funding Ask	Is it a Reimbursement to the County for disaster related expenses? *	Will it better prepare County for future fire disasters? *	Does it promote prevention & response capacity for Emergency Preparedness? *	Is it 1-Time only money? Will the program be sustainable? *	Will it be cost effective/promote cost savings? Leverage other funding sources? *	Does it benefit the entire County and/or under-served communities? *	Will the funds make the community based organization whole again? *	Does the funding align with the Fire Recovery Work Plan? *	Does the funding align with the Public Safety? *	Payor of Last Resort?*
Housing Action Team -Inland Mendocino County												
Mendocino County Housing Trust Fund	-	\$ 4,000,000										
Mendocino County Health & Human Services Agency												
Reimbursement for Employee Time Directly related to the Redwood Fire		\$ 663,172										
United Disaster Relief of Northern California - Disaster Resource Center												
Rent - 1 Year		\$ 24,000										
Forklift	-	\$ 10,000										
Redwood Valley RRFCD Annexation presented by Valley Quail Vineyards & Frey Vineyards												
Redwood Valley RRFCD Annexation	-	\$ 750,000										
Potter Valley Youth & Community Center												
Completion of Resource Facility	-	\$200,000										
Potter Valley Community Parks & Recreation												
New Well Installation	-	\$ 20,000										
Well Pump	-	\$ 2,000										
Pump House	-	\$ 2,500										
30-12 Panels for Pens for Evacuated Livestock	-	\$ 6,000										
Panel Trailer for Storage & Efficiency	-	\$ 2,500										
60-7 T Posts	-	\$ 500										
7800 Square Ft Community Building	-	\$ 2,623,000										
Potter Valley Unified School District												
Back-up Generator for the Water Pump System	-	\$ 120,000										
Total		\$ 47,889,612										

*Please use weighted value of 1 through 10, 1 being the lowest - 10 being the highest, Maximum Score of 100

Re: BOS 8/3/21 Agenda Item 5d PG&E Disaster Settlement Funds

Supervisors Gjerde, Haschak, Williams, Mulheren and McGourty:

Although I am a member of the Redwood Valley Municipal Advisory Council, I am speaking only for myself.

I am pleased to see that the list of proposed projects to fund with the one-time PG&E disaster settlement has been pared down, and I largely support the direction that the board is moving with this. I wish to share with you, however, several areas of concern.

First, I am concerned that there are still line items which seem to have nothing to do with the damages caused by the 2017 wildfire or emergency services in our county. "Park Hazards Mitigation" doesn't say which park or which hazards. If it's Mariposa County Park in Redwood Valley, great. That would go a long way to buoy community spirit and relieve the weight of the trauma our community carries. If it's for parks not in Redwood Valley and Potter Valley, I hope you will make sure that funding gets redirected appropriately.

Second, it is ridiculous and inappropriate for the County to claim \$413,000 in reimbursement for permit fees and staff time related to permit fees that were waived at the time. Apparently the only permit fees that were waived were for people parking RVs on their properties while they were rebuilding. The County's tax base has increased on those very same properties. It's grasping at money intended and needed for other projects. Please say no to this item.

Third, I am concerned that there are not enough resources being allocated for removal of dead standing trees not threatening structures. One attendee at a recent Redwood Valley MAC meeting said that she had 70 acres of standing dead trees with no conceivable way to address the problem. Those trees do not threaten her structures, but they threaten everyone in Redwood Valley should a fire come through again. A lot of these trees are on private properties. The Resource Conservation District's program to address these trees only pays 25% of the cost, and they only have enough funding to do a limited number of these projects. They need more funding and the community also needs matching funds to pay the other 75%. That's the only way it will get done.

Lastly, I want to note that there are duplicate line items for fire hydrants and locks for fire hydrants as Redwood Valley-Calpella Fire District and Redwood Valley County Water District both included them. Eliminating this duplication would free up between \$400,000 and \$700,000 which could and should be redirected to dead tree removal, along with the remaining funds of over \$4 million.

Very Sincerely,

Sattie Clark
Redwood Valley

Re: Agenda Item 5.d.

Dear Board of Supervisors,

Thank you for the work that has gone into the list of expenditures. First, I would like to state that I am in complete agreement with what Adam Gaska has stated in his letter.

I would add the following. Redwood Valley Grange played a vital role in the aftermath of the 2017 Fire. The Grange opened its doors to the public and kept them open for at least 2 weeks afterwards. A free hot meal was served every day. Emergency food and water was donated and distributed, along with needed clothing and household supplies. Wi-fi was donated. Computers were set up for folks to use. Community meetings were held with Fire, MCSO and County Building & Planning Services. Red Cross and the County set up shop there. Childcare, counseling services, free haircuts and massages were given, along with community support networking. The community descended on the Grange and it became a vital hub for all.

When the County was putting together it's Recovery Plan, the Redwood Valley Grange was asked what help it needed. The Grange gave its input, which was then published in the Draft Redwood Complex Fire Draft Recovery Workplan, and then apparently forgotten.

To better serve its community the Redwood Valley Grange needs to update its kitchen and other parts of its 100 year old building. County Environmental Health has stated there is a lack of commercial kitchens in our county. A commercial kitchen located at the Redwood Valley Grange will assist the local economy while continuing to support human services and provide community support and refuge for future disasters.

The Redwood Valley Grange has been an integral part of this community since 1917. The Grange fought to bring electricity to our valley 96 years ago. The Grange helped bring rural postal delivery to our valley. Indeed it was a Granger who first delivered it by horse and buggy for 38 years. In 1931 when the RV School burned down, classes moved to the Grange while the school was being rebuilt. And of course, there are the infamous pancake breakfasts held there for decades.

In short, the RV Grange has been there for its community. The Grange IS the community of Redwood Valley.

The Redwood Valley Grange is housed in a 100 year old hall made of redwood. It needs structural attention and a coat of paint. The 3 HVAC units are 20 years old and need replacing. Just last month the kitchen AC died. Plumbing and paving modifications are needed to satisfy ADA requirements. New flooring is needed. Electrical system needs upgrading. Most importantly, the kitchen which was last remodeled in the 1950's desperately needs an upgrade. The plan is to upgrade to commercial standards so that it might better serve the community.

The building is falling apart faster than our ability to keep it up. The Redwood Valley Grange has been there for its community for the last 100 years. It is time for the community to help the Grange! I urge you to consider using some funds to help our local Grange before you help Building & Planning Services buy new computer monitors, software updates or modify THEIR facilities.

Marybeth Kelly

Redwood Valley citizen for 30 years

Redwood Valley Grange member and Secretary

Retired Eagle Peak MS Science & Math teacher

Chair Gjerde and Honorable Members of the Board,

I would like to make the Board aware of a recent example of the CEO unilaterally making decisions that are within the purview of the Board. It has been reported that the Redwood Valley Fire Chief spoke to CEO Angelo requesting financial support for fire warning sirens. CEO Angelo is reported to have told him there was no money for that purpose. If this is true it's a clear example of CEO Angelo usurping the authority of the Board and unilaterally making a decision that is not hers to make.

The Board of Supervisors has come under increasing criticism due to assertions that key decisions are not made by the Board but by CEO Angelo. The manipulation of the PG&E disaster funds supports this assertion. From the initiation of the lawsuit it was known that any funds received would be 100% discretionary and not subject to any restrictions. However, despite over \$22 million being in hand since July 7 of last year not one dime has been allocated for disaster relief or mitigation. When I or other Supervisors referenced these funds as a potential source of funding for minor disaster related purposes the CEO, County Counsel and Executive Office staff all falsely asserted that it was not known what restrictions applied to the funds and none of the \$22 million could be allocated until extensive and complicated study was completed. This was a complete fiction and an example of the CEO making decisions unilaterally and County Counsel lying to the Board to back her up. Keep this in mind as you become aware of other instances of the CEO acting unilaterally and the CEO and County Counsel failing to honestly advise the Board.

The issue of the CEO exceeding her authority has become increasingly apparent in recent years but a majority of the previous Board was not willing to consistently assert their authority over the CEO. This issue has only become worse with time and is increasingly an issue of public concern. I believe that if the Board continues to overlook or excuse the behavior of the CEO and County Counsel it will seriously undermine the credibility of the Board and potentially put at risk anything you hope to accomplish.

The Board reviewed the performance of CEO Angelo earlier this year and more recently the performance of County Counsel Curtis. In light of recent events that raise questions about their commitment to their defined roles and responsibilities I encourage the Board to revisit their evaluations. The actions of the CEO and County Counsel are of increasing concern to the public. They ought to be of equal concern to you.

John McCowen

Dear Mendocino County Board of Supervisors,

This email is in support of the Redwood Valley Grange.

As a Grange member, I would like you to consider designating funds from the \$22.8 million towards the Redwood Valley Grange (RVG).

The RVG stepped up to the plate during the October 2017 fire in numerous ways and was a beacon of light during a very traumatic time.

Thank you for your time and consideration.

Sincerely,

Meredyth Reinhard
Redwood Valley

To Our Mendocino County Supervisors,

I am a member of The RVMAC and a member of The Redwood Valley Grange # 382. In 2017, as our neighbors were returning to the Valley to see if their homes were still there, their animals were still alive, and anxious to find what was left of their lives and what neighbors were still alive, I went down to the Grange to evaluate the status of the Grange. I was leaving a note for You all (PG&E) to leave my # to call when the gas was being turned back on. I was unable to leave the Grange , as I watched our neighbors driving past to find what they had left. It was apparent in that moment that perhaps the Grange hall would be the only place for them to meet , rest and receive some solace. We put a sandwich board out front inviting people in for all of that. The next 17 days we kept our doors open, providing a hub for our neighbors and victims of the fire to receive, food for the taking, child care, counseling, a place to rest, meet with FEMA, RedCross and local agencies who provided help. Donations came through our doors all day long for 17 days. Our Grange hall RV Grange # 382 is in my opinion the heart of our town. Since the fire we have been able to reroof our building and do the minimal up keep. The Redwood Valley Municipal Advisory Clinic meets there (This is our Home Base). We are right across the Road from The RV Fire department and the Grange hall is a great and essential part of our community. I ask that you remember us in the dispersement of the PG&E Funds.

Thank you for your consideration,
Virginia "Jini" Reynolds
EC Redwood Valley Grange #382
Vice Chair RVMAC

As a member of both the RVMAC and the Board of the Redwood Valley Calpella Fire Department, I applaud your list of intended funding from the subject monies. I would like to add that the Redwood Valley Grange is instrumental in our community for meetings, coordination, community, and emergency organizing. We would also appreciate some assistance to this active, conscientious group with some funding for their ongoing efforts. Thank you. Respectfully,
Christine Boyd

I moved to Mendocino County in the 70's as many other "back to the landers" did. I lived in Redwood Valley many years and lost my home in the 2017 fire. Throughout my years in Redwood Valley I attended many events at the Grange. I am a Grange member, have led groups at the grange, volunteered many hours for benefits and events hosted at the Grange. But, most importantly I was helped by the Grange, after the fire! The Grange provided a safe, supportive environment for me to be in between going to my place on East Rd. after the fire. I urge you to appropriate funds towards the remodel of a code kitchen for the Grange, from the PG&E lawsuit settlement. There will be more disasters as we know, and our economy needs boosting. Having a new code kitchen promotes, small business, a healthy food industry and a place where people can come together to share, learn and celebrate!!! Thank you for considering this request.

Nori Dolan

Coaching for Creative Change

Hello Mendocino County Board of Supervisors,

The Redwood Valley Grange was there for the survivors of the October, 2017 Redwood Complex Fire. For two weeks we served our community in multiple ways. Our building is in need of repairs which would bring it up to code in many ways. Currently are trying to upgrade our HVAC system which does not work in the kitchen area where the majority of our activities take place. Estimates for this repair run to \$11,000. Our kitchen needs an infusion of between \$50,000 and \$250,000, depending on how far we go toward a code commercial facility. Our floor needs replacing, the exterior needs painting and we have much work to bring our hall into current ADA compliance.

Please consider setting aside up to \$250,000 for repairs to this facility that is so important to Redwood Valley.

Thank you for your time and consideration of this petition.

Sincerely,
Clint Kelley
Grange member



Mendocino County Board of Supervisors Agenda Summary

Item #: 5e)

To: Board of Supervisors

From: Transportation

Meeting Date: August 3, 2021

Department Contact: Howard N. Dashiell

Phone: 463-4363

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

Discussion and Possible Action Including Adoption of Resolution Authorizing Department of Transportation to Authorize, for an Amount Greater Than Previously Authorized, Department of Transportation Contract Number 200055 Bid Additives 1 and 2, for the Reconstruction and Widening of East Side Potter Valley Road, County Road 240, Milepost 4.95 to 5.09 and Milepost 6.37 to 6.58 (Potter Valley Area) (*Continued from July 13, 2021*)

(Sponsor: Transportation)

Recommended Action/Motion:

Adopt Resolution authorizing Department of Transportation to authorize, for an amount greater than previously authorized, Department of Transportation Contract Number 200055 Bid Additives 1 and 2, for the reconstruction and widening of East Side Potter Valley Road, County Road 240, milepost 4.95 to 5.09 and milepost 6.37 to 6.58 (Potter Valley Area); and authorize Chair to sign same.

Previous Board/Board Committee Actions:

By Minute Order (September 12, 2000), the Board of Supervisors (BOS) approved the East Side Potter Valley Road Reconstruction and Widening Project as the sole project to receive 2000 State Transportation Improvement Program (STIP) Augmentation funding, in the amount of some \$3.82 million. By Resolution Number (No.) 00-202 (October 24, 2000), BOS approved Department of Transportation (DOT) Agreement No. 990099 with Rau and Associates, Inc., for project engineering, design, and environmental studies. By Resolution No. 21-047 (April 6, 2021), BOS approved the advertisement and award of DOT Contract No. 200055 at an estimated cost of \$3,500,000. By Resolution No. 21-077 (May 25, 2021), BOS authorized DOT to award, for an amount greater than previously authorized, DOT Contract No. 200055 to Ghilotti Construction Company, Inc., in the amount of \$4,221,020.76.

Summary of Request:

DOT has prepared, through consultant Rau and Associates, Inc., construction plans, specifications, estimates and contract documents for the reconstruction and widening of about four miles of East Side Potter Valley Road, and has completed the environmental, right of way and utility phases at a cost of some \$5,128,729. Phase I of this project, DOT Contract No. 200055, includes the reconstruction, widening, and re-alignment of approximately 1 mile of road surface within the Mendocino County Maintained Road System, at an estimated average cost of \$4.67M per mile when completed, on East Side Potter Valley Road, County Road (CR) 240, from milepost (M.P.) 5.58 to M.P. 6.58, and M.P. 4.95 to 5.09. This project is to be funded primarily with

Item #: 5e)

\$3,150,000 in 2020/21 STIP funds. Bids were opened for this project on May 18, 2021, with the lowest responsive, responsible bidder being Ghilotti Construction Company, Inc. (Ghilotti), of Santa Rosa, California, with a base bid amount of \$4,221,020.76, which is higher than the previously authorized estimate of \$3,500,000. The base bid, plus Bid Additive 1 at \$422,746.80, and Bid Additive 2 at \$578,968.00, came to a total bid amount of \$5,222,735.56. DOT submitted a letter to the BOS on May 31, 2021, requesting the Board consider using PG&E Settlement funds for authorization of DOT Contract No. 200055 Bid Additives 1 and 2. DOT requests and recommends the Board authorize the Director of Transportation to authorize, for an amount greater than previously authorized, DOT Contract No. 200055 Bid Additives 1 and 2, to Ghilotti Construction Company, Inc., in the amount of \$1,001,718.80 for a total contract amount of \$5,222,735.56 for the reconstruction and widening of East Side Potter Valley Road, and to utilize the PG&E Settlement funds for the needed additional funds in the amount of \$1,001,718.80.

Alternative Action/Motion:

Provide direction to staff; or reject DOT Contract No. 200055 Bid Additives 1 and 2.

Supervisory District: District 1

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: General Fund(PG&E Settlement)

current f/y cost: \$1,001,718.80

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: Steve Dunicliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: August 4, 2021

Final Status: Adopted

Executed Item Type: Resolution Number: 21-116



RESOLUTION NO. 21-116

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING DEPARTMENT OF TRANSPORTATION TO AUTHORIZE, FOR AN AMOUNT GREATER THAN PREVIOUSLY AUTHORIZED, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 200055 BID ADDITIVES 1 AND 2, FOR THE RECONSTRUCTION AND WIDENING OF EAST SIDE POTTER VALLEY ROAD, COUNTY ROAD 240, MILEPOST 4.95 TO 5.09 AND MILEPOST 6.37 TO 6.58 (POTTER VALLEY AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) has prepared, through consultant Rau and Associates, Inc., construction plans, specifications, estimates and contract documents for the reconstruction and widening of about four miles of East Side Potter Valley Road, County Road (CR) 240, and has completed environmental, right of way and utility phases at a cost of some \$5,128,729; and

WHEREAS, DOT desires to reconstruct, widen, and realign Phase I of East Side Potter Valley Road, CR 240, from milepost (M.P.) 4.95 to 5.09 and M.P. 5.58 to 6.58; and

WHEREAS, the costs of the reconstruction and widening of Phase I of East Side Potter Valley Road is to be funded primarily with \$3,150,000 in 2020/21 State Transportation Improvement Program (STIP) funds; and

WHEREAS, funding to accommodate construction costs has been budgeted through Budget Unit 3041 [Fiscal Year (FY) 2020/21 and FY 2021/22]; and

WHEREAS, by Resolution Number (No.) 21-047, the Board of Supervisors (BOS) authorized DOT to advertise for bids and award DOT Contract No. 200055, in the estimated amount of \$3,500,000; and

WHEREAS, during discussion of the project at the April 6, 2021, BOS meeting, the Board encouraged DOT to look into options to potentially extend the project, with bid additives that would be brought back to the Board for direction after the bid opening; and

WHEREAS, the base bid of DOT Contract No. 200055 provided for work from M.P. 5.58 to 6.37, with bid additive 1 extending the work from M.P. 6.37 to 6.58, and bid additive 2 extending the work from M.P. 4.95 to 5.09, depending on bid amounts and funding availability; and

WHEREAS, the lowest responsive, responsible bidder was Ghilotti Construction Company, Inc., with a base bid of \$4,221,020.76; and

WHEREAS, by Resolution Number (No.) 21-077, the Board of Supervisors authorized DOT to award, for an amount greater than previously authorized, DOT Contract No. 200055, in the amount of \$4,221,020.76, utilizing the additional funds in the amount of \$1,071,020.76, from the Road Fund, including up to \$918,129.17 that had been planned for the Ackerman Creek Bridge Replacement Project (but now using the Coronavirus Response & Relief Supplemental Appropriations Act (CRSSAA) funds); and

WHEREAS, the bid amount for bid additive 1 is \$422,746.80 and the amount for bid additive 2 is \$578,968.00, which would bring the contract total, for the base bid plus bid additives 1 and 2, to \$5,222,735.56; and

WHEREAS, the additional funds needed for authorization of the bid additives, for an amount of \$1,001,714.80, could be funded by PG&E settlement funds; and

WHEREAS, under Section 20395 of the California Public Contract Code, the Board of Supervisors may authorize the Director of Transportation to execute contract change orders subject to certain cost limitations; and

WHEREAS, by Resolution 07-008, the Board of Supervisors authorized the Director of Transportation to execute changes to any DOT contract that exceeds \$250,000 by up to \$25,000, plus 5% of the amount of the original contract costs in excess of \$250,000, and in no event shall any change or alteration exceed \$150,000; and

WHEREAS, the Director of Transportation recommends authorization of DOT Contract No. 200055 Bid Additives 1 and 2, to Ghilotti Construction Company, Inc., in the amount of \$1,001,718.80 using PG&E Settlement Funds.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby:

1. Authorizes and directs the Director of Transportation to authorize DOT Contract No. 200055 Bid Additives 1 and 2, to Ghilotti Construction Company, Inc., in the amount of \$1,001,714.80, for a total contract amount of \$5,222,735.56, and to report the results to the Board through the applicable Director's Report; and
2. Authorizes and directs the Director of Transportation to utilize the needed additional funds in the amount of \$1,001,714.80 from the PG&E settlement funds, as directed by the Board.

The foregoing Resolution introduced by Supervisor McGourty, seconded by Supervisor Williams, and carried this 3rd day of August, 2021, 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: CARMEL J. ANGELO
Clerk of the Board



Deputy

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS
County Counsel

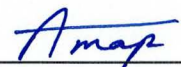




DAN GJERDE, Chair
Mendocino County Board of Supervisors

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

BY: CARMEL J. ANGELO
Clerk of the Board



Deputy

RESOLUTION NO. 21-116

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING DEPARTMENT OF TRANSPORTATION TO AUTHORIZE, FOR AN AMOUNT GREATER THAN PREVIOUSLY AUTHORIZED, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 200055 BID ADDITIVES 1 AND 2, FOR THE RECONSTRUCTION AND WIDENING OF EAST SIDE POTTER VALLEY ROAD, COUNTY ROAD 240, MILEPOST 4.95 TO 5.09 AND MILEPOST 6.37 TO 6.58 (POTTER VALLEY AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) has prepared, through consultant Rau and Associates, Inc., construction plans, specifications, estimates and contract documents for the reconstruction and widening of about four miles of East Side Potter Valley Road, County Road (CR) 240, and has completed environmental, right of way and utility phases at a cost of some \$5,128,729; and

WHEREAS, DOT desires to reconstruct, widen, and realign Phase I of East Side Potter Valley Road, CR 240, from milepost (M.P.) 4.95 to 5.09 and M.P. 5.58 to 6.58; and

WHEREAS, the costs of the reconstruction and widening of Phase I of East Side Potter Valley Road is to be funded primarily with \$3,150,000 in 2020/21 State Transportation Improvement Program (STIP) funds; and

WHEREAS, funding to accommodate construction costs has been budgeted through Budget Unit 3041 [Fiscal Year (FY) 2020/21 and FY 2021/22]; and

WHEREAS, by Resolution Number (No.) 21-047, the Board of Supervisors (BOS) authorized DOT to advertise for bids and award DOT Contract No. 200055, in the estimated amount of \$3,500,000; and

WHEREAS, during discussion of the project at the April 6, 2021, BOS meeting, the Board encouraged DOT to look into options to potentially extend the project, with bid additives that would be brought back to the Board for direction after the bid opening; and

WHEREAS, the base bid of DOT Contract No. 200055 provided for work from M.P. 5.58 to 6.37, with bid additive 1 extending the work from M.P. 6.37 to 6.58, and bid additive 2 extending the work from M.P. 4.95 to 5.09, depending on bid amounts and funding availability; and

WHEREAS, the lowest responsive, responsible bidder was Ghilotti Construction Company, Inc., with a base bid of \$4,221,020.76; and

WHEREAS, by Resolution Number (No.) 21-077, the Board of Supervisors authorized DOT to award, for an amount greater than previously authorized, DOT Contract No. 200055, in the amount of \$4,221,020.76, utilizing the additional funds in the amount of \$1,071,020.76, from the Road Fund, including up to \$918,129.17 that had been planned for the Ackerman Creek Bridge Replacement Project (but now using the Coronavirus Response & Relief Supplemental Appropriations Act (CRSSAA) funds); and

WHEREAS, the bid amount for bid additive 1 is \$422,746.80 and the amount for bid additive 2 is \$578,968.00, which would bring the contract total, for the base bid plus bid additives 1 and 2, to \$5,222,735.56; and

WHEREAS, the additional funds needed for authorization of the bid additives, for an amount of \$1,001,714.80, could be funded by PG&E settlement funds; and

WHEREAS, under Section 20395 of the California Public Contract Code, the Board of Supervisors may authorize the Director of Transportation to execute contract change orders subject to certain cost limitations; and

WHEREAS, by Resolution 07-008, the Board of Supervisors authorized the Director of Transportation to execute changes to any DOT contract that exceeds \$250,000 by up to \$25,000, plus 5% of the amount of the original contract costs in excess of \$250,000, and in no event shall any change or alteration exceed \$150,000; and

WHEREAS, the Director of Transportation recommends authorization of DOT Contract No. 200055 Bid Additives 1 and 2, to Ghilotti Construction Company, Inc., in the amount of \$1,001,718.80 using PG&E Settlement Funds.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby:

1. Authorizes and directs the Director of Transportation to authorize DOT Contract No. 200055 Bid Additives 1 and 2, to Ghilotti Construction Company, Inc., in the amount of \$1,001,714.80, for a total contract amount of \$5,222,735.56, and to report the results to the Board through the applicable Director's Report; and
2. Authorizes and directs the Director of Transportation to utilize the needed additional funds in the amount of \$1,001,714.80 from the PG&E settlement funds, as directed by the Board.

The foregoing Resolution introduced by Supervisor McGourty, seconded by Supervisor Williams, and carried this 3rd day of August, 2021, 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: CARMEL J. ANGELO
Clerk of the Board

DAN GJERDE, 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: CARMEL J. ANGELO
Clerk of the Board

Deputy

Howard. N. Dashiell
DIRECTOR OF TRANSPORTATION

Road Commissioner
County Engineer, RCE 42001
County Surveyor, PLS 7148



FUNCTIONS

Administration & Business Services
Airports
Engineering
Land Improvement
Roads and Bridges
Solid Waste & Landfills
Water Agency

**COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION**

340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
VOICE (707) 463-4363 FAX (707) 463-5474

July 13, 2021

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

RE: ADOPTION OF RESOLUTION AUTHORIZING DEPARTMENT OF TRANSPORTATION TO AUTHORIZE, FOR AN AMOUNT GREATER THAN PREVIOUSLY AUTHORIZED, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 200055 BID ADDITIVES 1 AND 2 FOR THE RECONSTRUCTION AND WIDENING OF EAST SIDE POTTER VALLEY ROAD, COUNTY ROAD 240, MILEPOST 4.95 TO 5.09 AND MILEPOST 6.37 TO 6.58 (POTTER VALLEY AREA)

Honorable Board Members:

The Mendocino County Department of Transportation (DOT) Contract Number (No.) 200055 will provide for the first phase of the reconstruction, widening, and re-alignment of East Side Potter Valley Road. This project is to increase the safety of East Side Potter Valley Road by realigning and widening approximately 1 mile of this road as Phase 1.

The current road structure (base and pavement) is severely deteriorated and is in need of reconstruction. The existing road consists of two 9 - 12 foot-wide traveled lanes, with paved shoulders as narrow as 0.5 foot. The proposed project consists of grinding and recycling the current pavement and base using a process called foamed asphalt. New base material will be added as needed. The lanes will be widened to approximately 14 feet and will include Aggregate-Base shoulders varying in width from 1-foot to 5-feet (typically 4-5 feet).

The project is to be funded primarily with \$3,150,000 of 2020/21 State Transportation Improvement Program (STIP) funds; however since this project's inception in 2000, DOT, Mendocino Council of Governments, and special Board of Supervisors (BOS) General Fund allocations of approximately \$5.13 million have already been expended.

DOT received authorization, pursuant to Board Resolution No. 21-047 (April 6, 2021), to advertise for bids and award DOT Contract No. 200055, in the estimated amount of \$3,500,000, for the reconstruction, widening, and re-alignment of East Side Potter Valley Road from milepost (M.P.) 5.58 to 6.37. During discussion of the project at the April 6, 2021 BOS meeting, the Board encouraged DOT to look into options to potentially extend the project, with bid additives that

would be brought back to the Board for direction after the bid opening. Per the Board's direction, DOT included Bid Additives 1 and 2 as part of the bid package for DOT Contract #200055.

Bid Additive 1 will extend the work from M.P. 6.37 to 6.58, with an asphalt overlay, as well as curb, gutter, and sidewalk near Hopper's Corner. This will increase public safety by providing traffic calming in that area. Bid Additive 2 provides for work from M.P. 4.95 to 5.09 (low area adjacent to Grape Ventures, 10630 Eastside Potter Valley Road – an area of an estimated 0.2 acres of federal jurisdictional wetlands), with reconstruction and widening of the roadway using road fill. This direct placement of the fill from the excavation of the base bid of the project would be more efficient in the long run, because the fill dirt would be utilized while it's generated.

Bids were opened as scheduled on May 18, 2021. The lowest responsive, responsible bidder was Ghilotti Construction Company, Inc., of Santa Rosa, California, with a Base Bid amount of \$4,221,020.76, which is higher than the amount originally authorized. The Base Bid, plus Bid Additive 1 at \$422,746.80, and Bid Additive 2 at \$578,968.00, came to a total bid amount of \$5,222,735.56.

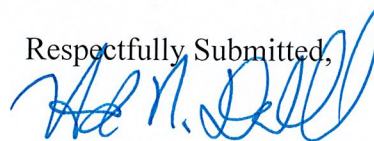
DOT received authorization, pursuant to Board Resolution No. 21-077 (May 25, 2021), to award DOT Contract No. 200055, for an amount greater than previously authorized, DOT Contract No. 200055, in the amount of \$4,221,020.76, for the base bid of the reconstruction, widening, and realignment of East Side Potter Valley Road from M.P. 5.58 to 6.37.

DOT has requested that the additional funds needed for authorization of Bid Additives 1 and 2, \$1,001,714.80, be funded by PG&E settlement funds.

I recommend and request that the Board authorize and direct the Director of Transportation to authorize DOT Contract No. 200055 Bid Additives 1 and 2, to Ghilotti Construction Company, Inc., for a total contract amount of \$5,222,735.56, and to utilize the needed additional funds of \$1,001,714.80, from PG&E Settlement funds, for Phase I of the Reconstruction and Widening of East Side Potter Valley Road.

I will, of course, respond to any questions the Board may have.

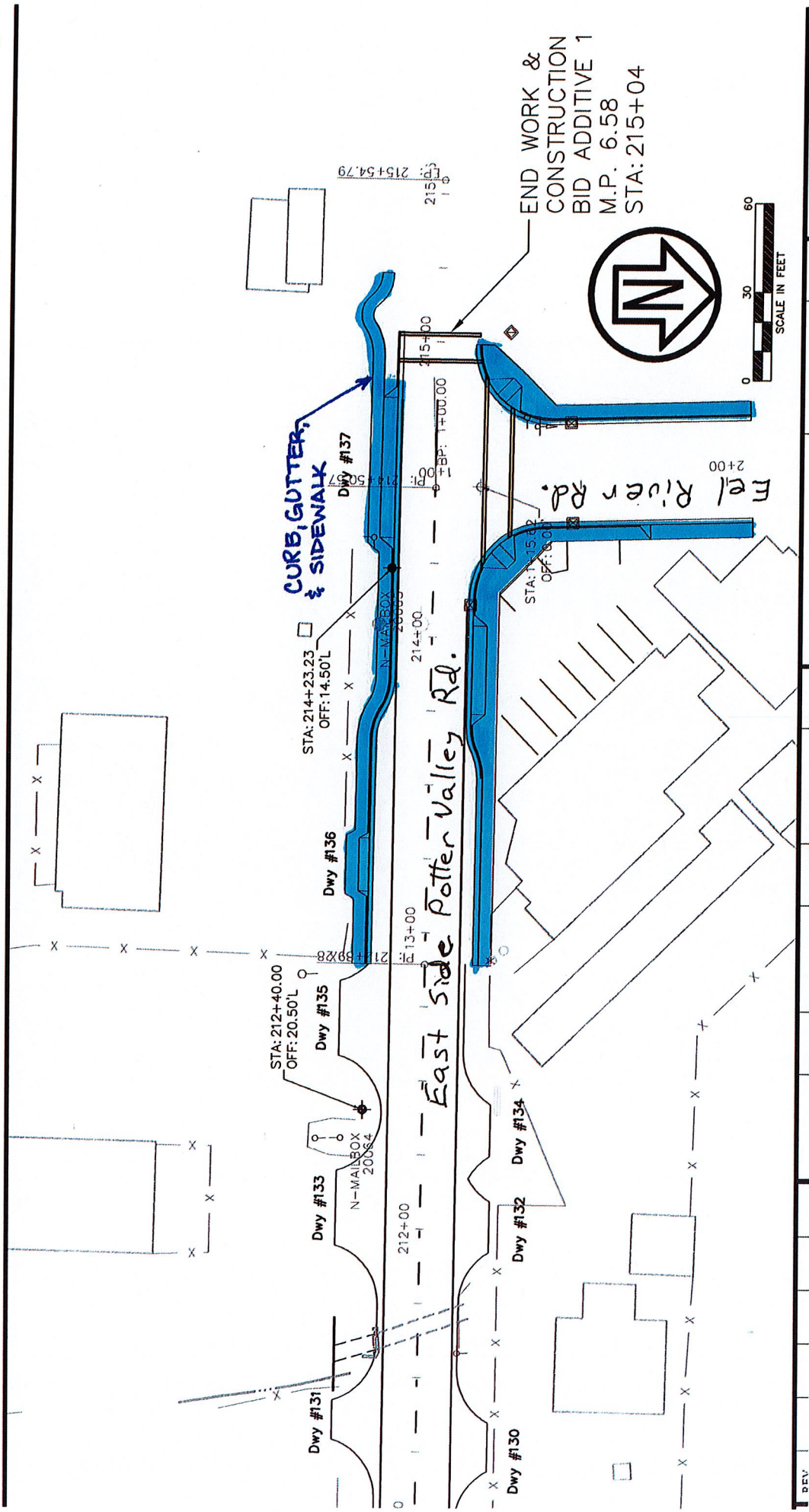
Respectfully Submitted,



HOWARD N. DASHIELL
Director of Transportation

Enclosure: Bid Additive 1 Exhibit
Bid Additive 2 Exhibit

cc: DOT Project File 3041-C980703



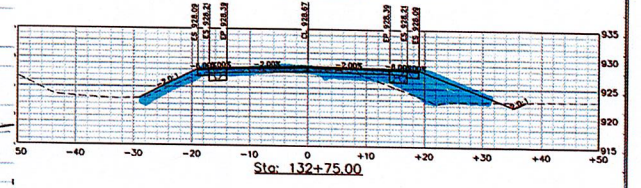
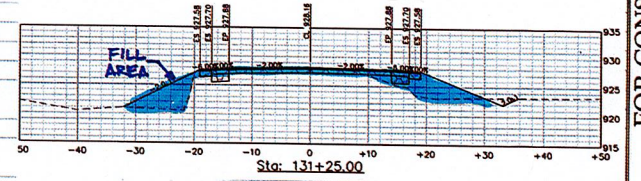
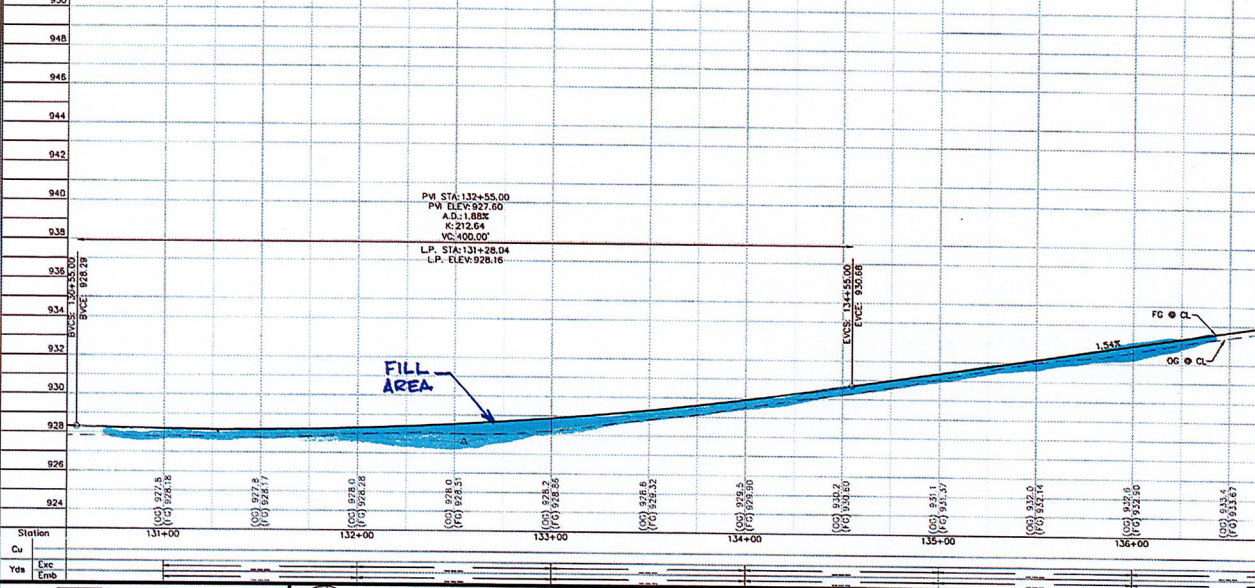
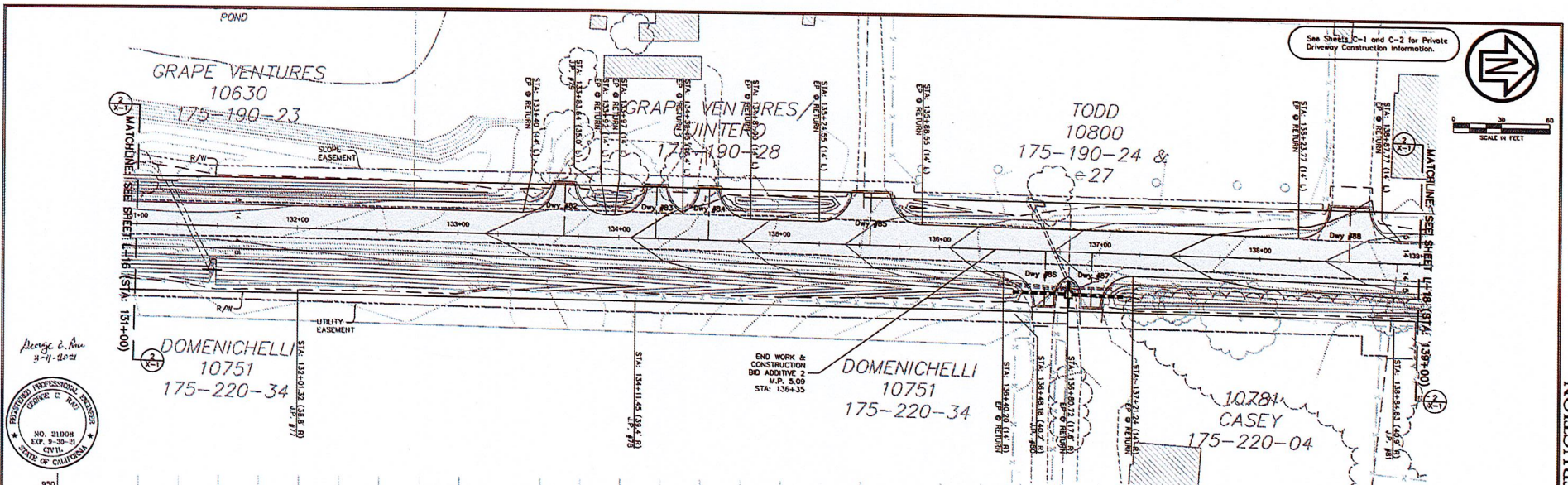
END WORK &
CONSTRUCTION
BID ADDITIVE 1
M.P. 6.58
STA: 215+04

CURB, GUTTER,
& SIDEWALK

East Side Potter Valley Rd.

Fel River Rd.

Bid Additive 1



Typical Cross Sections

Bid Additive 2

RAU AND ASSOCIATES INC. CIVIL ENGINEERS - LAND SURVEYORS 100 NORTH PINE STREET - (707) 462-4524 - SUITE 201 CA 95422		REV NO	PROJECT ENGR	DATE	DESIGNED BY	DATE	CHECKED BY	DATE	APPROVAL RECOMMENDED BY	REGISTRATION NO.	DATE	EAST SIDE POTTER VALLEY ROAD CR 240 M.P. 4.99 TO 5.14 STATION: 131+00 TO 136+00 PROJECT NO. C-9807 03 CONTRACT NO. 200655
		BY										
		DATE										

FOR CONSTRUCTION



Mendocino County Board of Supervisors Agenda Summary

Item #: 5f)

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, Deputy Clerk I

Final Status: **Withdrawn**

Date: August 4, 2021





Mendocino County Board of Supervisors Agenda Summary

Item #: 5g)

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.

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: **Withdrawn**

Date: August 4, 2021



CARMEL J. ANGELO
Chief Executive Officer
Clerk of the Board



COUNTY OF MENDOCINO
BOARD OF SUPERVISORS

CONTACT INFORMATION
501 Low Gap Road • Room 1010
Ukiah, California 95482
TELEPHONE: (707) 463-4221
FAX: (707) 463-7237
Email: bos@mendocinocounty.org
Web: www.mendocinocounty.org/government/board-of-supervisors

July 22, 2021

The Honorable Gavin Newsom
California State Governor
State Capitol, First Floor
Sacramento, CA 95814

Re: Activation of California Disaster Assistance Act Funding Request

Dear Governor Newsom,

Mendocino County is experiencing disastrous drought impacts that pose an imminent threat to the health and human safety and mental health of our residents. The California Department of Water Resources marked water year 2021 as the third driest year on record, and July 2020 through June 2021 was the driest of any June-July on record. With more than 85% of the State in Extreme or Exceptional Drought, California's counties need additional resources to respond to community and residential water outages. These outages have the potential of substantial impact to Mendocino County's economic stability.

During the 2012-2016 drought, Governor Brown activated access to California Disaster Assistance Act (CDAA) funding. Through that funding counties were able to take necessary response actions, such as delivering emergency water supplies, placing portable toilets and showers, managing donations, operating local resource centers in hard-hit communities, and installing temporary tanks with hauled water deliveries for household sanitation to enable affected residents to remain in their homes. The activation of CDAA allowed a local response that was prompt and effective. While the household tank and hauled water program is still in existence today, the program is significantly under-resourced and are not directly available to counties but rather directed to non-profits. Self Help Enterprises houses and administers the program in many valley counties, while other counties are struggling to establish a program for their residents. Mendocino County households not receiving the water they desperately need. Our affected population is estimated to be over 30,000 people. 10-12,000 individuals are at immediate risk. For the 10-12,000 population, this equates to an estimation of about 14 million gallons needed per month. The monthly financial impact for this population alone is estimated at \$5 million for hauled water.

Additionally, because drought funding was directed to the State Water Resources Control Board (SWRCB) a hyper-focus on drinking water is leaving counties fighting for sanitation and cooling water for households, as well as water for pets and livestock. Mendocino County's economy and well-being relies heavily on agriculture, fish, wildlife, and livestock tourism. The impact is dire. A broader, holistic approach was available through CDAA funding and the current funding roadblocks are

THE BOARD OF SUPERVISORS

GLENN MCGOURTY
First District

MAUREEN MULHEREN
Second District

JOHN HASCHAK
Third District

DAN GJERDE
Fourth District

TED WILLIAMS
Fifth District

frustrating and impeding an effective emergency response. Immediate funding is needed for short term and long-term mitigation efforts. The effects of this drought are substantial and long term.

There also seems to be disconnect among the State agencies. The SWRCB and Cal OES are uncertain of their roles in responding to drought emergencies. It is exasperating that the State has amnesia in such a short time frame from the last response effort. It would seem policies relative to drought programs would be readily available. Information sharing across State departments should be straightforward and efficient to provide consistent drought response throughout California's communities.

Imposed restrictions and increases to monthly water costs are already in place for most of our coastal population and in Redwood Valley. In turn, we are beginning to see theft of water from private residences and businesses. We don't want resources, we **need** them. Mendocino County has nine (9) tribal partners that need access to the same resources provided to Counties.

Mendocino County requests the activation of CDAA funding for response to the current drought disaster.

Sincerely,



Dan Gjerde, Chair
Board of Supervisors

cc: Senator Mike McGuire
Assemblymember Jim Wood
Mendocino County Board of Supervisors
Carmel J. Angelo, Mendocino County Chief Executive Officer
California State Association of Counties (CSAC)
Rural County Representatives of California (RCRC)



Mendocino County Board of Supervisors Agenda Summary

Item #: 6a)

To: Board of Supervisors

From: Board of Supervisors

Meeting Date: August 3, 2021

Department Contact: Supervisor Dan Gjerde

Phone: 463-4221

Department Contact: Supervisor John Haschak

Phone: 463-4221

Item Type: Regular Agenda

Time Allocated for Item: 45 Minutes

Agenda Title:

Discussion and Possible Action Including Adoption of a Resolution Declaring the Intent of the Mendocino County Board of Supervisors to Reduce and Eliminate the Carbon Footprint of Buildings and Operations of the County of Mendocino, with an Initial Investment of at Least \$2 Million
(Sponsors: Supervisor Gjerde and Supervisor Haschak)

Recommended Action/Motion:

Adopt Resolution declaring the intent of the Mendocino County Board of Supervisors to reduce and eliminate the carbon footprint of the buildings and operations of the County of Mendocino, with an initial investment of at least \$2 million; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

The Mendocino County Board of Supervisors has taken multiple previous actions recognizing the release of carbon emissions as the primary driver in creating extreme weather events, extreme droughts and extreme wildfires (most notably on July 9, 2019 and July 21, 2020) and taken multiple previous actions to reduce the carbon emissions of the County of Mendocino and the greater Mendocino County community (most notably on August 2, 2016 and July 21, 2020).

Summary of Request:

Supervisors Dan Gjerde and John Haschak are bringing forward a resolution they believe captures the ideas and aspirations expressed by County Supervisors and community members to see Mendocino County government directly take on the cause of climate change: carbon emissions. As noted by County Supervisors, the State of California, seizing a new partnership with the federal government, is poised to offer the County of Mendocino millions in matching dollars to reduce and eliminate the carbon footprint of County buildings and operations. To effectively leverage these dollars, the resolution proposes a County fund with an initial investment of at least \$2 million, as recommended by the Grass Roots Institute. Equally important, County Supervisors, working with regional leaders in the renewable energy economy, see exciting opportunities to develop additional renewable energy from a reliable mix of geothermal, wind and photovoltaic solar, and thereby ensure 100% of the local electrical grid is supplied by carbon-free energy sources. This resolution seeks to bring these ideas together into a single policy document, so that Mendocino County government can take coordinated action on all of these items.

Item #: 6a)

Alternative Action/Motion:

Provide alternative direction.

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: To be Determined

current f/y cost: \$2 million or more

annual recurring cost: Unknown

budget clarification: N/A

budgeted in current f/y: N/A

if no, please describe: One-Time Funds

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, Deputy Clerk I

Date: August 4, 2021

Final Status: Adopted

Executed Item Type: Resolution Number: 21-117



RESOLUTION NO. 21-117

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING ITS INTENT TO REDUCE AND ELIMINATE THE CARBON FOOTPRINT OF BUILDINGS AND OPERATIONS OF THE COUNTY OF MENDOCINO, WITH AN INITIAL INVESTMENT OF AT LEAST \$2 MILLION FROM A FUNDING SOURCE TO BE DETERMINED

WHEREAS, Mendocino County residents have experienced the impacts of climate change, from extreme weather events to extreme wildfires, and the Mendocino County Board of Supervisors has actively sought opportunities to reduce the carbon footprint of County residents and County operations; and

WHEREAS, the Mendocino County Board of Supervisors took action to cut in half the carbon emissions needed to generate the electrical load powering Mendocino County's unincorporated residences and businesses when on August 2, 2016, the Mendocino County Board of Supervisors passed RESOLUTION NO. 16-100 which automatically enrolled properties in unincorporated Mendocino County into service provided by Sonoma Clean Power; and

WHEREAS, at the time Mendocino County customers started to purchase electricity from Sonoma Clean Power, in June 2017, SCP's sources of electricity generation were 78% carbon-free, and SCP's generation sources have since reached 91% carbon-free starting in 2020; and

WHEREAS, since May 2014 Sonoma Clean Power has offered customers the ability to opt into its EverGreen service where 100% of the power for these customers is generated from local renewable sources, and today just over 1% of Mendocino County customers are purchasing their power through the SCP EverGreen service, and these customers are now purchasing 100% of their electricity from carbon-free sources; and

WHEREAS, on July 9, 2019, the Mendocino County Board of Supervisors passed RESOLUTION NO. 19-207 creating a Mendocino County Climate Action Advisory Committee to make recommendations to the Board of Supervisors regarding implementation of a Mendocino County Sustainability and Climate Action Program; and

WHEREAS, on July 17, 2020 the Mendocino County Climate Action Advisory Committee made its initial eleven recommendations to the Board of Supervisors; and

WHEREAS, on July 21, 2020, the Mendocino County Board of Supervisors passed RESOLUTION 20-093, and joined thousands of other local governments throughout the world in declaring a climate emergency; and

WHEREAS, on May 21, 2021 the Mendocino County Climate Action Advisory Committee (MCCAC) voted unanimously to see the County of Mendocino invest monies to reduce the carbon footprint of County buildings and operations, with the MCCAAC proposing a \$4 million investment for these County projects; and

WHEREAS, by early September 2021 Mendocino County staff in the CEO's office and fleet and facilities, working in consultation with rate-payer funded energy consultants, will have created a suite of recommended energy-efficiency, electrification, and photovoltaic solar projects, including estimates showing how each project will cut the County's carbon emissions and energy costs.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors declares its intent to take actions that will reduce and eliminate the carbon footprint of County buildings and operations, starting with an initial investment of at least \$2 million from

a funding source to be determined, into improvements that reduce the carbon footprint of County buildings and operations; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors directs staff to secure additional funding (low-interest loan and grant sources) to further augment this initial investment to reduce and eliminate the County's carbon footprint; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors directs Planning & Building staff to develop a simplified permitting process for photovoltaics and battery backup projects in Mendocino County; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors directs that County buildings served by Sonoma Clean Power shall opt up to the SCP EverGreen power supply; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors supports and encourages the work of Sonoma Clean Power and the City of Ukiah's Electric Utility Department to move as quickly as possible to serve all of their customers with electricity supplied from 100% carbon-free power sources; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors supports and encourages the installation of additional local renewable power generation, noting the Mendocino County region in particular offers great opportunities to provide a reliable mix of renewables such as geothermal, wind and photovoltaic solar; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors supports the work of Mendocino Transit Authority to electrify its fleet and supports the electrification of the fleet of the County of Mendocino, along with extensive installation of electric car chargers, including fast-charge stations; and

The foregoing Resolution introduced by Supervisor McGourty, seconded by Supervisor Mulheren, and carried this 3rd day of August, 2021, 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: CARMEL J. ANGELO
Clerk of the Board



Deputy

APPROVED AS TO FORM:
CHRISTIAN CURTIS, County Counsel





DAN GJERDE, 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: CARMEL J. ANGELO
Clerk of the Board



Deputy

RESOLUTION NO. 21-117

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING ITS INTENT TO REDUCE AND ELIMINATE THE CARBON FOOTPRINT OF BUILDINGS AND OPERATIONS OF THE COUNTY OF MENDOCINO, WITH AN INITIAL INVESTMENT OF AT LEAST \$2 MILLION FROM A FUNDING SOURCE TO BE DETERMINED

WHEREAS, Mendocino County residents have experienced the impacts of climate change, from extreme weather events to extreme wildfires, and the Mendocino County Board of Supervisors has actively sought opportunities to reduce the carbon footprint of County residents and County operations; and

WHEREAS, the Mendocino County Board of Supervisors took action to cut in half the carbon emissions needed to generate the electrical load powering Mendocino County's unincorporated residences and businesses when on August 2, 2016, the Mendocino County Board of Supervisors passed RESOLUTION NO. 16-100 which automatically enrolled properties in unincorporated Mendocino County into service provided by Sonoma Clean Power; and

WHEREAS, at the time Mendocino County customers started to purchase electricity from Sonoma Clean Power, in June 2017, SCP's sources of electricity generation were 78% carbon-free, and SCP's generation sources have since reached 91% carbon-free starting in 2020; and

WHEREAS, since May 2014 Sonoma Clean Power has offered customers the ability to opt into its EverGreen service where 100% of the power for these customers is generated from local renewable sources, and today just over 1% of Mendocino County customers are purchasing their power through the SCP EverGreen service, and these customers are now purchasing 100% of their electricity from carbon-free sources; and

WHEREAS, on July 9, 2019, the Mendocino County Board of Supervisors passed RESOLUTION NO. 19-207 creating a Mendocino County Climate Action Advisory Committee to make recommendations to the Board of Supervisors regarding implementation of a Mendocino County Sustainability and Climate Action Program; and

WHEREAS, on July 17, 2020 the Mendocino County Climate Action Advisory Committee made its initial eleven recommendations to the Board of Supervisors; and

WHEREAS, on July 21, 2020, the Mendocino County Board of Supervisors passed RESOLUTION 20-093, and joined thousands of other local governments throughout the world in declaring a climate emergency; and

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WHEREAS, by early September 2021 Mendocino County staff in the CEO's office and fleet and facilities, working in consultation with rate-payer funded energy consultants, will have created a suite of recommended energy-efficiency, electrification, and photovoltaic solar projects, including estimates showing how each project will cut the County's carbon emissions and energy costs.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors declares its intent to take actions that will reduce and eliminate the carbon footprint of County buildings and operations, starting with an initial investment of at least \$2 million from

a funding source to be determined, into improvements that reduce the carbon footprint of County buildings and operations; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors directs staff to secure additional funding (low-interest loan and grant sources) to further augment this initial investment to reduce and eliminate the County's carbon footprint; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors directs Planning & Building staff to develop a simplified permitting process for photovoltaics and battery backup projects in Mendocino County; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors directs that County buildings served by Sonoma Clean Power shall opt up to the SCP EverGreen power supply; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors supports and encourages the work of Sonoma Clean Power and the City of Ukiah's Electric Utility Department to move as quickly as possible to serve all of their customers with electricity supplied from 100% carbon-free power sources; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors supports and encourages the installation of additional local renewable power generation, noting the Mendocino County region in particular offers great opportunities to provide a reliable mix of renewables such as geothermal, wind and photovoltaic solar; and

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors supports the work of Mendocino Transit Authority to electrify its fleet and supports the electrification of the fleet of the County of Mendocino, along with extensive installation of electric car chargers, including fast-charge stations; and

The foregoing Resolution introduced by Supervisor McGourty, seconded by Supervisor Mulheren, and carried this 3rd day of August, 2021, 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: CARMEL J. ANGELO
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHRISTIAN CURTIS, County Counsel

DAN GJERDE, 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: CARMEL J. ANGELO
Clerk of the Board

Deputy

Greetings Supervisors, CEO and Planning Dept. folks,

Although, I am a constituent of Ted Williams I feel it would be good to share my thoughts to you all. Number one I very much support the Carbon Free Mendocino Resolution. Secondly, in knowing the water and housing issues are at critical points for our county here is one approach that reduces extracting raw materials and utilizes waste while at the same time giving poor folks a way to create beautiful and durable living spaces. As an earth builder myself I highly recommend Cob. For a good definition and of how Cob was reborn here on the pacific northwest

-

Also please do check out article here about Sonoma county's, Michael Elliott. I believe he would be able to offer a free consultation too.

Thank you for listening and for your service to our beautiful county.

Francesca Ciancutti



Mendocino County Board of Supervisors Agenda Summary

Item #: 6b)

To: Board of Supervisors

From: Transportation, Supervisor Gjerde and Supervisor Haschak

Meeting Date: August 3, 2021

Department Contact:	Dan Gjerde	Phone:	463-4441
Department Contact:	John Haschak	Phone:	463-4441
Department Contact:	Howard N. Dashiell	Phone:	463-4363

Item Type: Regular Agenda

Time Allocated for Item: 15 Mins.

Agenda Title:

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 and Designate an Appropriate Department for Oversight, Approve and Authorize Expenditure of Designated Funds in the Planning and Building Budget for Contracting up to \$15,000 and Acknowledge Land Improvement Budget Unit 1910 Has Expended \$20,000 in Staff Effort to Date and Anticipates That an Additional \$20,000 to \$40,000 in Staff Effort Will Be Required to Complete This Process for a Total Estimated Cost Of \$60,000 (Sherwood Road Area)

(Sponsors: Supervisor Gjerde, Supervisor Haschack and Transportation)

Recommended Action/Motion:

Direct staff to continue working on necessary steps to implement the County Service Area 3 Benefit Zone Pilot Program for the Sherwood Road area, determine and designate an appropriate department for oversight, approve and authorize expenditure of designated funds in the Planning and Building budget for contracting up to \$15,000 and acknowledge Land Improvement Budget Unit 1910 has expended \$20,000 in staff effort to date and anticipates that an additional \$20,000 to \$40,000 in staff effort will be required to complete this process for a total estimated cost of \$60,000 (Sherwood Road Area).

Previous Board/Board Committee Actions:

The Board of Supervisors (BOS) appointed the ad hoc committee for one-way-in, one-way-out communities. The Board of Supervisors has approved the continuation of County Service Area 3 (CSA 3) and budgeted for its continuance. On January 25, 2021, the Board received a presentation on a plan to implement the CSA 3 Benefit Zone Pilot Program for the Sherwood Road area and designate an appropriate department and authorize expenditure of designated funds in the Planning and Building budget for contracting up to \$15,000.

Summary of Request:

Sherwood Firewise Communities (SFC) has been working with the BOS's ad hoc committee. SFC has obtained grants from the Community Foundation of Mendocino County and pro bono work by Kronick Moskovitz Tiedemann & Girard law firm in Sacramento, to develop and create the framework for a benefit zone using CSA 3. Much work has already been done to provide critical access for firefighters during the Oak Fire and to relieve incoming traffic on Sherwood Road so that a safe evacuation was executed. Creation of a

Item #: 6b)

benefit zone for Sherwood Road using the CSA 3 structure will allow continual maintenance of these emergency access routes. County Counsel has been involved in the planning meetings.

Next steps will require staff time and additional resources to have an engineering report done and to run an election in order to set up the benefit zone:

1. Land Improvement Budget Unit (BU) 1910 has expended \$20,000 in staff effort to date and anticipates that an additional \$20,000 to \$40,000 in staff effort will be required to complete this effort for a total estimated cost of \$60,000.
2. Timeline to complete this effort so an approved assessment can be included on the Fiscal Year (FY) 22-23 tax bill is anticipated to include a Board of Supervisors agenda item - Notice of Intent to Form a CSA 3 Zone of Benefit (ZoB) on August 30, 2021. A second Board of Supervisors agenda item to conclude the ballot process and certify the results on December 7, 2021.
3. Direction from the Board to establish a perimeter boundary for the ZoB (Brooktrails Fire District boundary plus the Gates Subdivision boundary), see attached Benefit Zone Map January 25, 2021, exhibit.
4. Direction for ZoB defensible assessment to collect from all parcels or just improved parcels.
5. Additional funding for Consultant Engineering Report vs. using the Mendocino County Engineer.
6. Additional funding for expense for mailing approximately 3,000 to 5,000 ballots.
7. Direction to County Counsel to review complete Engineers Report for legal adequacy.

Direction is requested from the BOS to direct staff to continue this process, determine the appropriate department for oversight, and approve funding for the engineer's report for the pilot program.

Alternative Action/Motion:

Delay or suspend effort on this project.

How Does This Item Support the General Plan? N/A

Supervisory District: District 3

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Planning and Building Services

current f/y cost: FY 20-21 - \$15,000

annual recurring cost: FY 21-22 - \$60,000
(Estimated)

budget clarification: BU 1910 Salary Savings

budgeted in current f/y: No

if no, please describe:

revenue agreement: No

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

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I



Final Status: **Continued**

Date: August 4, 2021





Item #: 6b)



Benefit Zone Map

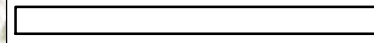
-  Sherwood Road
-  Emergency Access Routes

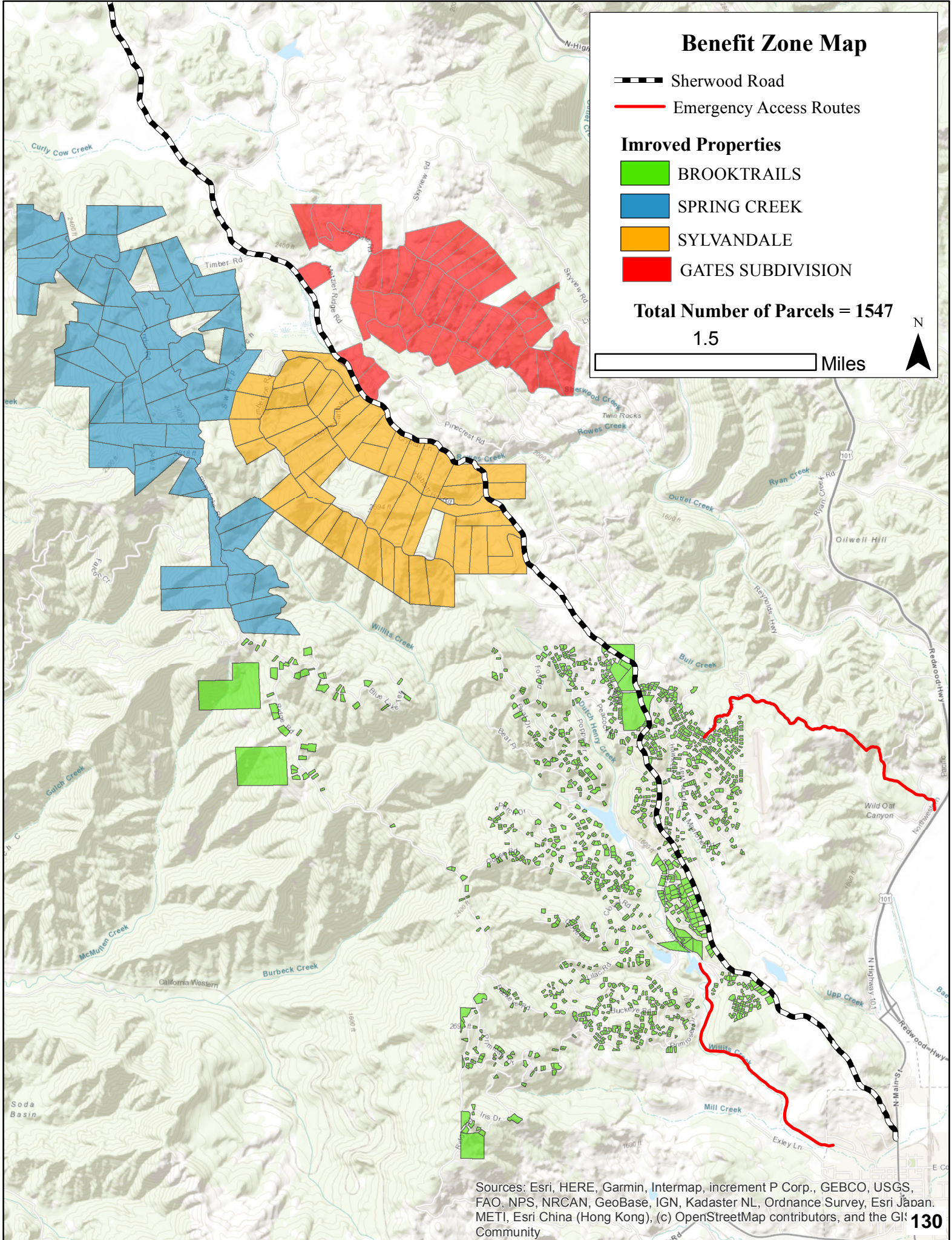
Improved Properties

-  BROOKTRAILS
-  SPRING CREEK
-  SYLVANDALE
-  GATES SUBDIVISION

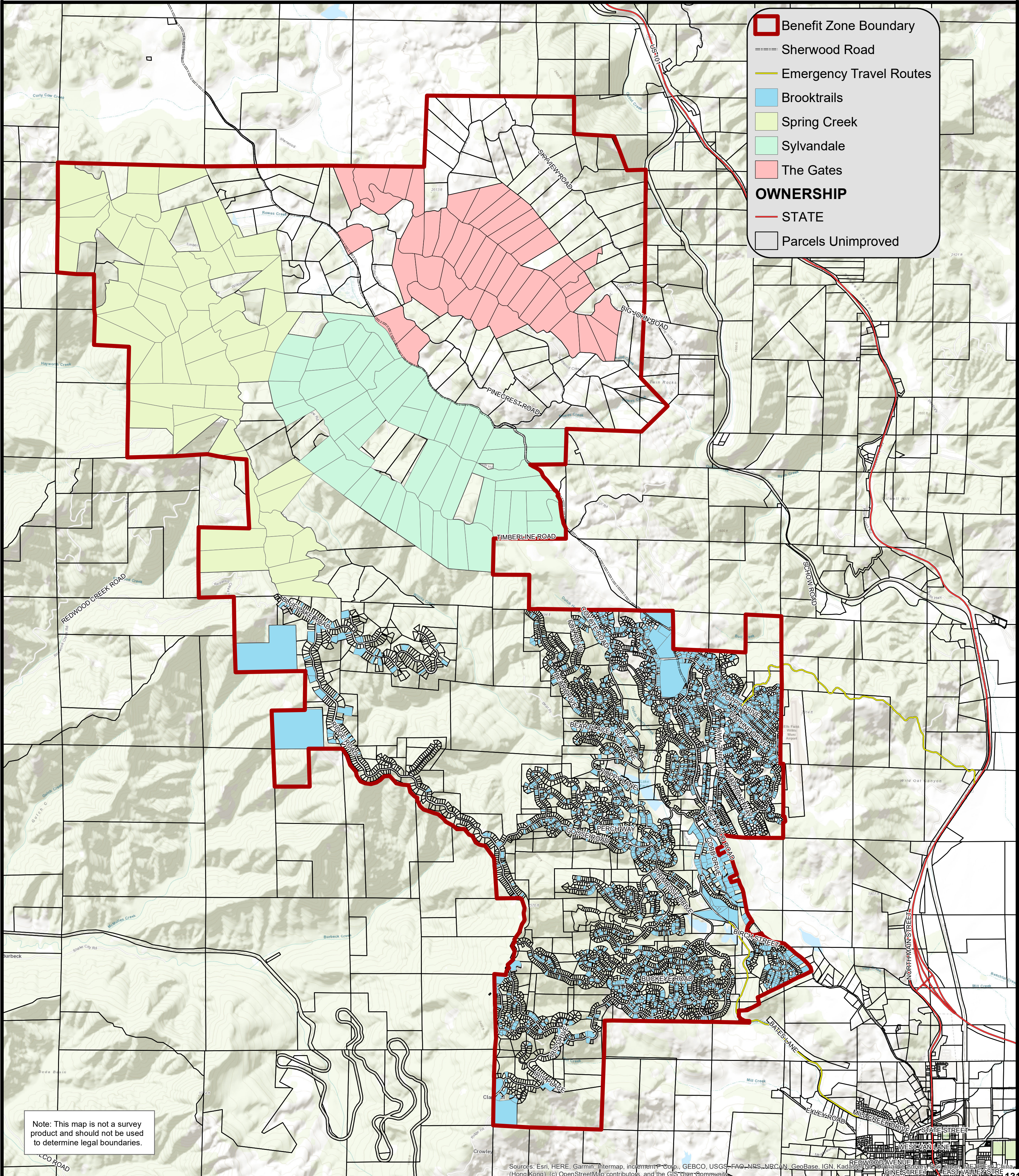
Total Number of Parcels = 1547

1.5

 Miles



Sherwood Firewise Communities Improved & Unimproved Lots Boundary Benefit Zone Map



MENDOCINO

Local Agency Formation Commission

Ukiah Valley Conference Center | 200 South School Street | Ukiah, California 95482
Telephone: (707) 463-4470 | E-mail: eo@mendolafco.org | Web: <http://mendolafco.org>

August 2, 2021

Honorable Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

RE: Request to Postpone Agenda Item 6b and Direct Staff to Coordinate with LAFCo

Dear Board of Supervisors,

I am writing to request that you postpone Agenda Item 6b today related to next steps for implementing the County Service Area 3 Benefit Zone Pilot Program for the Sherwood Road Area and direct County staff to allow time to coordinate with LAFCo regarding the current authorized services for County Service Area (CSA) 3.

As background, LAFCo and County staff worked together in 2019 to maintain CSA 3 as an active district after many years of inactivity and LAFCo budgeted funds to prepare a Municipal Service Review (MSR) and Sphere of Influence (SOI) Plan to confirm the powers, or services, and boundary of this dependent district. The MSR/SOI process was waylaid by COVID-19 as County staff were necessarily focused on the critical service of responding to public health needs from the pandemic. LAFCo has again budgeted for the CSA 3 MSR/SOI process this fiscal year and LAFCo staff efforts are currently underway.

While LAFCo does not have authority over the creation of benefit zones within a CSA pursuant to GOV §25217.3, LAFCo does have authority over the powers, or services, of a CSA pursuant to GOV 25213.5(a). Services must be active in order for zones of benefit to be established for those services. Therefore, we respectfully request time to work with your staff to determine whether the services needed to effectuate the purposes of the CSA 3 Benefit Zone Pilot Program for the Sherwood Road Area first require an application to LAFCo for activation of latent powers.

As an observational note, it appears that this item has been agendized under the business of the Board of Supervisors instead of the CSA 3 Board of Directors. The proposed action we believe must be made by the Board, sitting as the Board of CSA 3.

We look forward to working with your staff to address the current authorized services for CSA 3 and finishing the MSR/SOI for this dependent district this fiscal year. Please feel free to contact me for additional information or with any questions.

Sincerely,



Uma Hinman
Executive Officer

Cc: Carmel J. Angelo, Mendocino County CEO
Howard Dashiell, Mendocino County Department of Transportation

MENDOCINO

Local Agency Formation Commission

Ukiah Valley Conference Center | 200 South School Street | Ukiah, California 95482
Telephone: (707) 463-4470 | E-mail: eo@mendolafco.org | Web: <http://mendolafco.org>

August 2, 2021

Honorable Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

RE: Request to Postpone Agenda Item 6b and Direct Staff to Coordinate with LAFCo

Dear Board of Supervisors,

I am writing to request that you postpone Agenda Item 6b today related to next steps for implementing the County Service Area 3 Benefit Zone Pilot Program for the Sherwood Road Area and direct County staff to allow time to coordinate with LAFCo regarding the current authorized services for County Service Area (CSA) 3.

As background, LAFCo and County staff worked together in 2019 to maintain CSA 3 as an active district after many years of inactivity and LAFCo budgeted funds to prepare a Municipal Service Review (MSR) and Sphere of Influence (SOI) Plan to confirm the powers, or services, and boundary of this dependent district. The MSR/SOI process was waylaid by COVID-19 as County staff were necessarily focused on the critical service of responding to public health needs from the pandemic. LAFCo has again budgeted for the CSA 3 MSR/SOI process this fiscal year and LAFCo staff efforts are currently underway.

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As an observational note, it appears that this item has been agendized under the business of the Board of Supervisors instead of the CSA 3 Board of Directors. The proposed action we believe must be made by the Board, sitting as the Board of CSA 3.

We look forward to working with your staff to address the current authorized services for CSA 3 and finishing the MSR/SOI for this dependent district this fiscal year. Please feel free to contact me for additional information or with any questions.

Sincerely,



Uma Hinman
Executive Officer

Cc: Carmel J. Angelo, Mendocino County CEO
Howard Dashiell, Mendocino County Department of Transportation



Mendocino County Board of Supervisors Agenda Summary

Item #: 6c)

To: Board of Supervisors

From: Supervisor McGourty and Supervisor Haschak

Meeting Date: August 3, 2021

Department Contact: Supervisor McGourty

Phone: 463-4221

Department Contact: Supervisor Haschak

Phone: 463-4221

Item Type: Regular Agenda

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of Update from the Drought Task Force Ad Hoc Committee

(Sponsor: Drought Task Force Ad Hoc Committee of Supervisors Haschak and McGourty)

Recommended Action/Motion:

Accept update from the Drought Task Force Ad Hoc Committee; and provide direction to staff as appropriate.

Previous Board/Board Committee Actions:

On April 12, 2021, a Water Workshop was held and briefed the Board of Supervisors on drought conditions in the county, resulting in the adoption of a Drought Preparedness Campaign to be administered by the Mendocino County Resource Conservation District. On April 20, 2021, the Board of Supervisors adopted Resolution 21-051 declaring a state of local emergency due to Drought Conditions.

Summary of Request:

The Drought Task Force will provide ongoing, monthly reports in open session. There are urgent needs in some areas that the County may need to assist in providing solutions.

Alternative Action/Motion:

Do not discuss issue or give direction to staff.

Supervisorial 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

current f/y cost: N/A

if no, please describe:

annual recurring cost: N/A

revenue agreement: N/A

Item #: 6c)

budget clarification: 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, Deputy Clerk I

Final Status:**No Action Taken**

Date: August 3, 2021





Mendocino County Board of Supervisors Agenda Summary

Item #: 6d)

To: Board of Supervisors

From: Board of Supervisors

Meeting Date: August 3, 2021

Department Contact: Supervisor Mulheren

Phone: 463-4441

Department Contact: Supervisor Williams

Phone: 463-4441

Item Type: Regular Agenda

Time Allocated for Item: 30 min.

Agenda Title:

Discussion and Possible Action Including an Update Regarding Emergency Early Warning Alerts and Options Associated with the Provision of Emergency Services Operations in Mendocino County, Including Potential Collaborations with Other Affiliated Agencies
(Sponsors: Supervisor Mulheren and Supervisor Williams)

Recommended Action/Motion:

Receive update from the Ad Hoc Committee, comments from various stakeholders, and direct the Chief Executive Officer to explore options associated with the provision of emergency services, including Early Warning Alerts, and present findings to the Board of Supervisors at a future meeting.

Previous Board/Board Committee Actions:

The Board of Supervisors has appointed ad hoc committees for the past several years to discuss issues associated with emergency services in the County.

Summary of Request:

Mendocino County Code, Title 7.04 - Emergency Organizations and Functions provides for the preparation and carrying out of plans for the protection of persons and property within this County in the event of an emergency; establish the Mendocino County Operational Area; define the emergency organization; and coordinate the emergency functions of this County with all other public agencies, corporations, organizations, and affected private persons.

As briefly discussed under public expression during the July 13, 2021, Board of Supervisors meeting, community members have expressed concern regarding recent emergency alert and warning events. Based on these concerns and threats posed by increased fire behavior, preliminary discussions were held with several stakeholders to determine options for collaboration to bolster emergency services in the County. Outreach was made to Coastal Valley EMS, the County's Local Emergency Medical Services Agency (LEMSA) and CalFIRE to obtain input on options to consider, including potential services to be provided via contract, cost estimates for the areas of alert and early warning and Office of Emergency Services (OES) service augmentation. Our County would benefit from understanding options that might enhance our current systems and structures. Neighboring counties have several emergency services operational models in place, including stand-alone emergency services departments that collaborate with public safety and EMS stakeholder to provide to alert

Item #: 6d)

and warning services.

Supervisors Mulheren and Williams are requesting the Board of Supervisors to direct the Chief Executive Officer/OES Director, to explore options associated with the provision of emergency services and present findings to the Board of Supervisors at a future Board meeting. These findings should be included, but not limited to: alert and warning services, collaborations with affiliated agencies for enhanced OES management and operations, and cost comparisons with the County's current structure versus other collaborative options.

Alternative Action/Motion:

Provide alternative direction to staff.

How Does This Item Support the General Plan? N/A

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At:

[MCC 7.14 <https://library.municode.com/ca/mendocino_county/codes/code_of_ordinances?nodeId=MECOCO_TIT7EMORFU_CH7.04EMORFU_S7.04.040DIASDIEMSECO>](https://library.municode.com/ca/mendocino_county/codes/code_of_ordinances?nodeId=MECOCO_TIT7EMORFU_CH7.04EMORFU_S7.04.040DIASDIEMSECO)

Fiscal Details:

source of funding: n/a

current f/y cost: Unknown

annual recurring cost: Unknown

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, Deputy Clerk I

Date: August 4, 2021

Final Status: **Continued**





Mendocino County Board of Supervisors Agenda Summary

Item #: 6e)

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, Deputy Clerk I

Final Status: **No Action Taken**

Date: August 4, 2021





Mendocino County Board of Supervisors Agenda Summary

Item #: 8a)

To: Board of Supervisors

From: Probation Choose an item.

Meeting Date: August 3, 2021

Department Contact: Izen Locatelli

Phone: 234-6911

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Amendment to BOS Agreement No. 20-093 with GEO Reentry Services to Provide Adult Day Reporting Services for the Period of July 1, 2020 through June 30, 2024, Increasing the Amount from \$1,440,000.00 to \$1,619,752.00 Effective August 1, 2021; and, Approval of Termination of BOS Agreement 20-094 (Lease at 559 Low Gap) with GEO Reentry Services Effective July 6, 2021

Recommended Action/Motion:

Approve amendment to BOS Agreement No. 20-093 with GEO Reentry Services to provide Adult Day Reporting Services for the Period of July 1, 2020 through June 30, 2024, increasing the amount from \$1,440,000.00 to \$1,619,752.00 effective August 1, 2021; approve termination of BOS Agreement 20-094 (lease at 559 Low Gap) with GEO Reentry Services effective July 6, 2021; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Board approved and signed Agreement No. 20-093 on June 23, 2020; Board approved and signed Lease Agreement 20-094 on June 23, 2020.

Summary of Request:

On May 21, 2021 the Community Corrections Partnership (CCP) met and discussed the relocation of the Day Reporting Center (DRC), operated by GEO Reentry Services, LLC, due to insufficient space at the modular building located at 559 Low Gap Road, Ukiah, to provide the services for which we contract with them for. The CCP Executive Committee voted to have additional information provided regarding the proposed site at 189 School Street, Ukiah. After discussions with the City of Ukiah, it was recommended alternate sites be considered prior to moving forward with this location. GEO Reentry Services, with assistance from the County, began a search for a new potential location and subsequently identified the facility located at 749-C S. State Street, Ukiah and commenced negotiating costs pending CCP Executive Committee approval. On Tuesday, July 6, 2021, the modular building in which the DRC was located was irreparably damaged due to a fire. GEO Reentry Services has temporarily relocated to the Probation Department's conference room at 589 Low Gap Road, Ukiah, until a new location is secured, making this a very time sensitive matter to resolve in order to provide the services of the DRC in an effective manner. GEO Reentry Services provides critical services to their clients. Utilizing space in the Probation Department conference room is not a sustainable solution for their needs or the needs of the Probation Department.

Item #: 8a)

The new location at 749-C S. State Street, Ukiah, will cost approximately an additional \$85,492 in FY21-22, \$46,572 in FY22-23, and \$47,688 in FY23-24. FY21-22 includes up to \$40,000 one-time relocation and facility modification expenses. This is a total of \$179,752 for FY21-22 through FY23-24 additional costs. These costs will be covered by AB109 Realignment Funds. The lease agreement for the new location will be between GEO Reentry Services and the property owner; this will not be a County leased facility.

Due to the circumstances, there is a clear time sensitivity to secure the new location and relocate the DRC to ensure they are fully operational and able to deliver services to the County to the fullest extent possible.

Alternative Action/Motion:

Return to department for additional options or information.

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: AB109 Community Corrections

current f/y cost: Additional \$85,492

annual recurring cost: Additional \$46,572 FY22-23;
Additional \$47,688 FY23-24

budget clarification: 862189

budgeted in current f/y: No

if no, please describe:

revenue agreement: No

Agreement/Resolution/Ordinance Approved by County Counsel: Yes

CEO Liaison: Steve Dunicliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: **Withdrawn**

Date: August 4, 2021



**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. BOS 20-093, BOS 20-093-A**

This Amendment to BOS Agreement No. 20-093 is entered into this _____ day of _____, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and GEO Reentry Services, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 20-093 was entered into on June 24, 2020; and

WHEREAS, BOS Agreement No. 20-093 was amended on March 2, 2021 (BOS Agreement No. 20-093-A) to permit GEO Reentry Services, LLC to contract with CDCR/WestCare Foundations to provide rehabilitative services to state parolees utilizing excess participant capacity of BOS Agreement No. 20-093 to an initial maximum of 10 participant slots per month at a daily per diem rate of \$19.73 per participant and would issue a credit on COUNTY's monthly invoices accordingly; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and GEO Reentry Services, LLC, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, BOS Agreement No. 20-093 provided that Mendocino County would provide space for the Day Reporting Center (DRC) located in or near Ukiah, pursuant to a lease agreement separate from BOS Agreement No. 20-093; and

WHEREAS, the space provided for the DRC located at 559 Low Gap Road, Ukiah, was irreparably damaged by fire on July 6, 2021, rendering the space unusable; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY for CONTRACTOR to relocate to a CONTRACTOR leased facility and amend Exhibit A of the original BOS 20-093 regarding location; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to amend Exhibit B and increase total contract amount set out in the original BOS Agreement No. 20-093 from One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00) to One Million Six Hundred Nineteen Thousand Seven Hundred Fifty Two Dollars (\$1,619,752.00)

NOW, THEREFORE, we agree as follows:

1. Exhibit A of the original BOS Agreement No. 20-093 is amended per the attached Exhibit A Amendment 1 amending location of DRC;
2. The total contract amount set out in BOS Agreement No. 20-093 will be increased from One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00) to One Million Six Hundred Nineteen Thousand Seven Hundred Fifty Two Dollars (\$1,619,752.00) per the attached Exhibit B Amendment 1;

All other terms and conditions of BOS Agreement No. 20-093, 20-093-A 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:

[Signature] 7/27/21
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 2560

Line Item: 862189

Grant: Yes No

Grant No.: AB109 – Community Corrections

CONTRACTOR/COMPANY NAME:

By: *[Signature]*
Derrick D. Schofield

NAME AND ADDRESS OF CONTRACTOR:

GEO Reentry Services, LLC

4955 Technology Way

Boca Raton, FL 33431

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

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: _____
Deputy

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel
[Signature]

By: _____
Deputy

By: _____
Deputy

INSURANCE REVIEW:

By: *[Signature]* **07/27/2021**
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: *[Signature]* **07/27/2021**
Deputy CEO

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: _____

EXHIBIT A – AMENDMENT 1

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

CONTRACTOR shall operate a Day Reporting Center (DRC) as directed by the COUNTY.

Location:

CONTRACTOR will provide space for the DRC located in or near Ukiah, subject to approval by COUNTY's Community Corrections Partnership (CCP) Executive Committee. Location must include a secure office for one (1) COUNTY staff member to occupy on a full-time basis. CONTRACTOR will provide anything needed to make the DRC space operational (i.e. furniture, equipment, office supplies, telephones, utilities, janitorial insurance, computers, internet, facility modifications, etc.). COUNTY will be responsible for providing office furniture, equipment and office supplies for the COUNTY's staff.

Hours of Operation:

The Mendocino County DRC will be open Monday and Friday, from 8 a.m. to 5 p.m. and Tuesday through Thursday from 10 a.m. to 7 p.m., excluding holidays. The office will be closed for Case Staffing meetings Mondays between 12 p.m. – 2 p.m. The office will also be closed on those Fridays when Community Corrections Partnership meetings are scheduled between 12 p.m. – 1 p.m. to permit CONTRACTOR attendance at the meetings.

Programming:

CONTRACTOR's DRC model is built on evidence-based principles (EBP) distilled from "What Works" research. This research has identified the factors most strongly correlated to criminal behavior. These factors are called criminogenic risks and needs. The criminogenic risk and needs most strongly correlated with re-offending are called "The Central Eight". The top four identified in most studies are:

- Anti-social attitudes
- Anti-social associates
- Anti-social personality patterns (such as restless aggressive energy, egocentrism, a taste for risk, poor problem solving skills, and impulsivity)
- History of anti-social behavior

The other four factors are called "The Moderate Factors" and are:

- Problematic circumstances at home (such as low levels of affection, caring, and cohesiveness; poor parental supervision; neglect and abuse)
- Problematic circumstances at school or work (such as low levels of education and achievement, and unstable employment history)
- Problematic leisure circumstances (such as poor use of recreational time)
- Substance abuse

Assessments:

A risk/needs assessment tool identifies the specific factors contributing to an individual's criminal behavior. The assessment results may include information for the following areas: criminal history; education/employment; family/marital; accommodations; leisure/recreation; companions (anti-social associates); alcohol/drug problems; emotional/personal (behavioral characteristics); and attitudes/orientation (attitudes, values, and beliefs). With this information, case managers create an individualized Behavioral Change Plan targeted to the client's identified criminogenic risks and needs. Not only does this ensure maximum efficiency in the use of resources, but it also ensures that clients do not receive treatment that they don't need. Unneeded treatment can actually increase the likelihood of criminal behavior.

CONTRACTOR staff will perform the assessment. In the event Probation has already completed an assessment, they will provide the Static Risk and Offender Needs Guide (STRONG) assessment results to the CONTRACTOR case managers in order to develop Behavior Change Plans with clients.

Our proposed individual Behavioral Change Plans (BCP) seek to reduce the chance of future criminal behavior by changing the client's criminogenic needs. For example, to specifically address anti-social attitudes, a client's BCP may include Moral Recognition Therapy (MRT), which teaches clients how to replace anti-social attitudes with pro-social attitudes.

Behavior Change Plans:

Using the assessment results, the CONTRACTOR case manager identifies and ranks the client's specific criminogenic needs.

The case manager identifies the client's two or three highest criminogenic needs and uses DRC program services and local community resources to address those needs. For example, if one of the client's highest needs is alcohol/drug problems, the case manager may assign the client to the onsite Outpatient Substance Abuse Education and Outpatient Substance Abuse Treatment groups using the Cognitive Behavioral Interventions for Substance Abuse (CBI-SA) curriculum, require the client to attend an AA/NA group, and/or make other community referral(s).

The BCP also includes responsibility factors, which are barriers that may prevent the client from making progress and strengths that can support the client's successful achievement. Case managers take responsibility factors into account when determining which services and resources will best support the client in achieving program success.

Behavioral goals are stated in positive and supportive language using the acronym SMART (Specific, Measurable, Attainable, and Realistic with an appropriate Timeframe). For example, a behavioral goal may be "achieve and maintain sobriety for three months" and actions may be completing the Substance Abuse Carey Guide during individual cognitive behavioral therapy, attending several AA meetings and choose a program, finding an AA sponsor, etc.

Cognitive Behavioral Treatment:

CONTRACTOR has been providing cognitive behavioral, evidence-based programs for over 15 years, and already has the infrastructure to train, monitor, and support staff in the delivery of cognitive behavioral treatment.

Individual Cognitive Behavioral Therapy:

Each client will meet with his or her assigned case manager once per week for 30 minutes. The client fills out the Outcome Rating Scale (ORS), a self-report instrument that gives the case manager an indication of the client's individual functioning, interpersonal relationships, and social role performance (such as work adjustment). The case manager uses the results to monitor the client's progress, evaluate the effectiveness of treatment, determine if there is a need for further treatment, or investigate why the client is not making progress. Then they take a few minutes to discuss the client's answer to "What is one thing you learned this week in the program?"

In addition to tracking progress, case managers use Carey Guides. Developed by the Care Group, the Carey Guides help corrections professionals by translating evidence-based practices into a series of strategies and short exercises called "15-Minute Tools." One set of Carey Guides provide case managers with strategies for effective case management, and the other set provides short practical exercises for offenders.

At the end of the session, the client completes a Session Rating Scale (SRS). The SRS is a self-completed instrument that assesses the relational bond between the client and case manager, and the degree of agreement between the client and case manager on goals, methods, and overall approach of therapy. It helps the case manager make sure that the client is engaged and therapy is responsive to the client.

Group Cognitive Behavioral Therapy:

CONTRACTOR uses Moral Reconciliation Therapy (MRT) to provide cognitive behavioral therapy in a group setting. MRT is a step-by-step cognitive skills rehabilitation system designed to confront thinking errors. The intent of MRT is to develop moral decision-making strategies in individuals. The system is designed to positively alter how clients think; how they make judgments and decisions about the right and wrong thing to do in situations; and to promote actions and behaviors focused on changing negative relationships.

MRT teaches clients thinking and judgment skills in a systematic group process. Groups use a series of structured exercises and tasks to foster development of higher levels of reasoning, and also addresses other important treatment areas. A CONTRACTOR Case Manager leads this group, which uses the MRT workbook *How to Escape Your Prison*.

Computer-Based Cognitive Behavioral Therapy:

Computer-Based Cognitive Behavioral Therapy (CBT) ACCI will provide a unique treatment tool for offenders, presenting a series of interactive, multimedia programs that allow DRC participants to control the pace, direction, and even the nature of the presentation. To comprehensively target each participant's needs and further supplement group sessions, we will continue to maintain and operate a CBT Lab with

computers in the Mendocino County DRC. We propose to provide participants with access to the computer-based eLearning curriculum from the ACCI Cognitive Life Skills courses. ACCI develops and provides a variety of self-directed content and curriculum that places a strong focus on cognitive restructuring and is supported by published outcomes and research. DRC staff are always present during scheduled Lab times to supervise and assist participants in using DRC computers for assigned programming.

Daily Check-ins:

Each time a client arrives at the DRC, they first report to CONTRACTOR staff, which record the date and time of every check-in. As the client successfully progresses through the program, the number of required check-ins per week decreases. Typically, CONTRACTOR has clients report to the DRC in person five days per in Phase 1 and then decreases reporting based off progress and phase level.

Breathe Alcohol Testing:

For safety reasons, and to ensure a therapeutic environment, CONTRACTOR requires all clients to take a breath alcohol test every time they report to the DRC. If a test is positive for alcohol:

A CONTRACTOR staff member will immediately notify a pre-designated County contact and follow the pre-specified procedure approved by Mendocino County. No further client activity in terms of group or program participation is permitted for the day. If the alcohol level is high enough, the client may be detained and referred to the appropriate law enforcement agency.

CONTRACTOR staff records the administration and results of all alcohol tests in AccuTrax. If a client refuses to provide a breath sample, that fact is also documented and reported.

Random Drug Testing:

Clients are also subject to a random drug testing. Clients are assigned a word during intake – for example, a client may be given the word “community”. When clients check-in, their assigned word determines if they are required to provide a urine sample that day. If “community” is the designated word when that client reports on a specific day, then that client must provide a urine sample. CONTRACTOR staff can also conduct a urinalysis test at any time at the request of the County. If the drug test detects an illicit substance, a CONTRACTOR staff member will immediately notify the County, and follow pre-established procedures to administer consequences. CONTRACTOR staff records the administration of all drug tests and the results in AccuTrax. If a client refuses to provide a urine sample, that fact is also documented and reported.

Cognitive Behavioral Interventions for Substance Abuse (CBI-SA)

Our staffing includes a dedicated Substance Abuse Counselor within the Mendocino DRC. Our Substance Abuse Counselor facilitates onsite Outpatient Substance Abuse Education and Outpatient Substance Abuse Treatment groups using the CBI-SA curriculum from the University of Cincinnati. The CBI-SA curriculum was developed for individuals with moderate to high needs for substance abuse treatment—and is

especially well-suited for criminal justice populations. CBI-SA is informed by the National Institute of Corrections principles of effective intervention and incorporates a cognitive behavioral approach. The table below outlines the modules within the CBI-SA curriculum:

Table 7. Overview of CBI-SA Curriculum	
CBI-SA Module	Key Objectives
Module 1: Motivational Enhancement	<ul style="list-style-type: none"> • Increase motivation • Explore personal values, goals, and resistance
Module 2: Cognitive Restructuring	<ul style="list-style-type: none"> • Recognize risky thoughts and situations • Examine the connection between thoughts, feelings, and actions • Restructure thinking patterns
Module 3: Emotional Regulation	<ul style="list-style-type: none"> • Learn to understand, manage, and control feelings • Recognize cravings and urges as emotions • Practice regulation of emotions
Module 4: Social Skills	<ul style="list-style-type: none"> • Social learning / practice receiving feedback and modeling • Social skills training and supporting self-efficacy • Learn about assertiveness and responses to risky situations
Module 5: Problem Solving	<ul style="list-style-type: none"> • Develop cognitive and behavioral problem-solving skills • Learn and practice the eight steps of effective problem-solving
Module 6: Success Planning	<ul style="list-style-type: none"> • Create individualized plan based on risky situations • Integrate the behavior chain • Discuss coping options, lifestyle factors, and support systems

CBI-SA is designed for small group settings. This helps create an action-oriented environment conducive to intensive interactions between group members and skill development through use of roleplay, behavioral practice, and other activities.

Immediate Notification:

As part of the office closing procedure every day, a DRC staff member will email all Mendocino County Probation Officers who have a client assigned to the DRC. The email will include that day’s starting and ending active client count; the number of intakes, readmits, clients reactivated from authorized leave; clients placed on authorized leave; clients placed in aftercare; and clients discharged that day. It will also list the names of all clients who did not show up for a scheduled check-in, and clients with a positive breathalyzer and/or drug test.

In addition, DRC staff will notify officers regarding client violations as specified by each officer. For example, if an officer requests immediate notification by phone in the event of a positive drug screen, then a staff member will follow that procedure for clients supervised by that officer. Officers are also involved in any graduated sanctions that may be applied to a client, and are also welcome at the DRC's weekly staffings. Case managers will also communicate frequently with officers by phone and by email on an individual basis.

Referral Services:

The CONTRACTOR's case managers will work with local organizations and community service providers to develop Memoranda of Understanding that specify philosophy, approach, and delivery of evidenced based practices. Based on a client's Behavior Change Plan, the case manager will refer the client to the appropriate community service, and will track the delivery of these services. Clients will be responsible for any charges or fees required for community services.

Community Connections:

The Community Connections program works to match clients with needed services. Local faith-based organizations, service providers, and other community-based organizations visit the facility on a regular basis to present information about food, housing, mentoring, health services, support groups (NA, AA, etc.), education, employment, legal help, drug treatment, and vocational training. Clients also learn about specific job seeking and retention skills, key behaviors for successful reentry and relapse prevention behaviors. After these presentations, there is a question and answer period, and clients can also sign up for services, talk with the providers individually, and set up appointments.

When making referrals to community resources, case managers call the provider contact and set up the initial appointment for the client. The case manager prints out a form for the client that includes the name of the provider, the date and time of the appointment, and directions to the provider. For clients that need transportation, the case manager will provide bus tokens. Case managers also follow up with service providers to confirm that clients attended their appointments and to ensure seamless service delivery.

In addition to referring clients to resources to help address their criminogenic needs, case managers assess clients for basic needs such as food, shelter, and medical attention. The facility has a list of the options available in the community to meet the basic needs a client might have. Our experience shows that when basic needs are met, clients are more likely to remain in compliance with program requirements. Case managers also determine if their clients meet the criteria for any entitlements; (i.e. SSI, welfare, grants, etc.) and will assist clients in obtaining and completing appropriate applications.

GEO Reentry Connect Website—a value-added service:

GEO strives to deliver innovative and future-driven solutions to changing behavior and

changing lives. In addition to the connections and referrals made by local staff, the Mendocino DRC will use www.georeentryconnect.com to assist justice involved individuals nationwide. The site is designed to offer a comprehensive suite of valuable tools to assist reentrants post-release. Available 24/7, the key features include a national resource database, employment toolbox, education and vocational information, and general tips and guidance to reduce the frustration of searching for information. The site is interactive, compatible with all desktop, tablet, and mobile devices, and features printer-friendly webpages and downloadable content.

Data Collection/Quality Assurance:

CONTRACTOR is committed to using collected outcomes to better enhance our program operations. By analyzing outcome measurements, CONTRACTOR can examine both the immediate results of program activities as well as long-term program implications, and then strengthen effective program elements and change ineffective ones. Tracking and reporting outcomes also allows CONTRACTOR to provide performance feedback to DRC staff, which helps our offices stay focused on the ultimate goal of reducing recidivism. In addition, CONTRACTOR provides continuous feedback to clients on progress, program attendance, skills acquisition, etc. and celebrates these achievements with positive reinforcements. Providing clients with information on their progress builds accountability, enhances motivation, and improves outcomes.

Accurate and detailed documentation is crucial to tracking program performance and outcomes. Therefore, for each program, CONTRACTOR establishes data collection procedures to ensure that staff collect and enter the required data. When a client goes through intake, the client works with staff to fill out the intake paperwork, which includes providing the required data. Not only is the required data part of the forms that the client fills out, staff enters the data into the electronic database, and the CONTRACTOR's Program Manager reviews that client's electronic case file after intake to verify that staff collected and entered the required data. The CONTRACTOR's Program Manager also performs monthly audits on randomly selected case files to monitor the accurate and complete collection of required data on an ongoing basis. In addition, National Compliance Specialists from the CONTRACTOR's corporate office conduct annual audits of the data stored in electronic and hardcopy formats to verify that required program data is collected and correct.

Client and program data is entered and stored in CONTRACTOR's proprietary case management system GEOtrack. GEOtrack is a secure, web-based system that tracks metrics and gives authorized users a real-time view of a client's status and progress in the program. DRC staff enter attendance data, alcohol and drug test results, assessment scores, and case notes for each client. GEOtrack includes numerous pre-defined reports that staff can use to produce statistical reports on one or all clients. CONTRACTOR will provide authorized Mendocino County staff secure access to GEOtrack.

Throughout the DRC's operation, CONTRACTOR's case managers collect a variety of basic program metrics called Key Performance Indicators (KPIs). KPIs include data for

each client (such as the number of incident reports and infractions, program and group attendance, alcohol and drug test results, etc.), and all KPI data for the DRC is compiled on a weekly basis and then reviewed each week by the program manager, area manager, and regional manager. This level of review further ensures the validity of the program's collected data.

Program Fidelity:

CONTRACTOR uses local and national quality assurance processes to ensure program fidelity as well as intermediate outcomes reports to show positive program impact. In the area of quality assurance, each program manager reviews assessments, treatment plans, case files, and group facilitation to ensure adherence to EBP and program design. The program manager also reviews each office for fidelity to EBP and program design. For intermediate outcomes, we measure program attendance, changes in assessment scores, change in employment, sobriety, housing, and connections to community resources. In addition, CONTRACTOR uses monthly internal quality assurance processes and annual audits to ensure the adherence to program design. Each CONTRACTOR DRC is required to follow the monthly quality assurance process which includes monthly staff meetings and reviews of client assessments, treatment plans, case files, and group facilitations.

CONTRACTOR also has two National Program Compliance Specialists who visit every CONTRACTOR DRC program annually to measure program compliance to contract requirements. These onsite visits include an audit of hardcopy case files of active and terminated clients for all required paperwork, and an audit of electronic case files for all required data. The Program Compliance Specialist also ensures that the monthly internal quality assurance processes are being completed as required.

The Program Compliance Specialist then provides a written report of the results to the appropriate customer representatives and makes recommendations, if needed, to address any identified deficit. This report is also provided to the Area Manager, the Regional Director, and the VP of Reentry and Supervision Services . This team works together and designs Corrective Action Plans to address any deficit area of the reviewed program. Items within the Corrective Action Plan receive ongoing measurement until concerns are resolved.

Reports:

As an integral part of DRC reporting, staff electronically enters all assessment, personal, and program data for each referred client into our GEOtrack case management database. Staff consistently updates this information to reflect individual client progress through the program. This includes assessment results; breathalyzer and urinalysis results; appearance for scheduled activities (check-ins, groups, individual meetings, etc.); case notes, including significant events and staff observations; participation and progress in treatment groups; employment and education status; and the number of community referrals made. Our comprehensive data collection allows CONTRACTOR staff to provide the County with a variety of reports about the client population, intakes/discharges by type, and changes in assessment scores, etc.

At midnight every day, GEOtrack generates the scheduled services for the new day and generates violations for required services that were not completed the previous day. Each day, CONTRACTOR staff review the previous day's violations and either confirm or dismiss the violation. Confirmed violations are handled per County direction, and CONTRACTOR staff records the actions taken for all violations. County staff can also use the GEOtrack system to view the contacts CONTRACTOR has had with a specified client, as well as any written violations for that client.

Staffing/Management Plan:

CONTRACTOR will maintain operating hours of 8:00 a.m. to 5:00 p.m. on Monday and Friday, and 10:00 a.m. to 7:00 p.m. Tuesday through Thursday. This allows clients to check-in to the DRC five days a week, which is especially important in the beginning stages of DRC programming as new clients are often confused, overwhelmed, angry, and/or defensive. One of the most common times for a client to stop attending programming is between the first and second appointments. Therefore daily check-ins are a key component of client engagement. The office will be closed for Case Staffing meetings Mondays between 12 p.m. – 2 p.m. The office will also be closed on those Fridays when Community Corrections Partnership meetings are scheduled between 12 p.m. – 1 p.m. to permit CONTRACTOR attendance at the meetings.

When providing DRC services, extra care will be taken to ensure that clients receive a high enough dosage of services that support positive behavior change. Our experience has shown that cognitive behavioral therapy and other treatment services yield the best results when accompanied by regular check-ins with program staff. Without this additional dosage, we have seen decreased client attendance and participation, as well as higher client turnover.

[END OF DEFINITION OF SERVICES]

EXHIBIT B – AMENDMENT 1

PAYMENT TERMS

1 – 50 Participants Program Fee	\$30,000 per month
Net Program Cost	\$30,000 per month

Additionally, COUNTY will reimburse CONTRACTOR through the Community Corrections Partnership/AB109 realignment funds monthly for the following expenses:

1. Lease expense per executed lease agreement to a maximum as follows:
 - a. Year 1: 8/1/21 – 7/30/22: \$3,000 per month/\$36,000 per year
 - b. Year 2: 8/1/22 – 7/30/23: \$3,090 per month/\$37,080 per year
 - c. Year 3: 8/1/23 – 6/30/24: \$3,183 per month/\$38,196 per year

2. Monthly utilities (including gas, electric, water, sewer, trash, internet, phones, etc.), janitorial & insurance estimated at \$791.00 per month to a maximum of \$9,492 per year;

3. One-time expenses incurred to facilitate initial relocation as follows:
 - a. Moving expense: Maximum of \$5,000
 - b. Information technology setup: Maximum of \$5,000
 - c. Facility Improvements (require pre-approval of Chief Probation Officer): Maximum of \$30,000

CONTRACTOR will provide COUNTY a copy of the fully-executed lease agreement. All expenses are reimbursed for actual costs and must have supporting receipts included with invoice for reimbursement.

CONTRACTOR shall submit an invoice to COUNTY for payment monthly. Invoices shall be submitted to:

Mendocino County Probation Department
Attention: Administrative Services Manager
589 Low Gap Road
Ukiah, CA 95482

Payment shall be processed within 30 days of receipt of the invoice and will be mailed to:

GEO Reentry Services, LLC
4955 Technology Way
Boca Raton, FL 33431

[END OF PAYMENT TERMS]



Mendocino County Board of Supervisors Agenda Summary

Item #: 8b)

To: Board of Supervisors

From: County Counsel

Meeting Date: August 3, 2021

Item Type: Closed Session

Time Allocated for Item: 15 min.

Agenda Title:

CLOSED SESSION - Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Mendocino County Sheriff Matthew Kendall v. Mendocino County Board of Supervisors - Case No. 21-cv00561

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: August 3, 2021

Final Status: **Direction Given to Staff**



Dear Supervisors,

As Judge Moorman has asked you to vote, on whether or not there is a conflict, it is my hope that you will all decide in your closed session that no conflict exists.

Sincerely

Suki Dewey-White

Chair Gjerde and Honorable Members of the Board,

I trust by now the Board is aware of Government Code Section 25303 (included below) which recognizes that the Board of Supervisors has sole budgetary authority, including over the Sheriff and District Attorney. The Board is also mandated to supervise all county officers to assure that they are faithfully discharging their duties and may audit the finances and operations of all county departments, including the Sheriff. Section 25303 also recognizes and protects the investigative function of the Sheriff and the investigative and prosecutorial functions of the District Attorney.

There is an extensive body of case law interpreting Section 25303 that confirms that the Sheriff may not be held financially liable for budget overruns for a structurally underfunded budget nor may the Board remove the Sheriff's IT function from his purview without his approval.

It is incomprehensible to me that County Counsel has failed to advise the Board regarding the clear but somewhat conflicting parallel mandates contained in Section 25303. Had the Board been made aware of the clear implications of Section 25303 you would not be in the current situation of being sued by the Sheriff and arguing over his choice of attorney.

Every minute of public employee time and every dollar of public funds expended on this issue is a waste of time and money that is taken from other critical issues. I encourage the Board to declare that there is no intent to hold the Sheriff personally responsible for any budget overruns or to consolidate the Sheriff's Office IT with County It and therefore no conflict exists between the Sheriff and the Board.

John McCowen

CA Govt Code § 25303:

"The board of supervisors shall supervise the official conduct of all county officers, and officers of all districts and other subdivisions of the county, and particularly insofar as the functions and duties of such county officers and officers of all districts and subdivisions of the county relate to the assessing, collecting, safekeeping, management, or disbursement of public funds. It shall see that they faithfully perform their duties, direct prosecutions for delinquencies, and when necessary, require them to renew their official bond, make reports and present their books and accounts for inspection.

This section shall not be construed to affect the independent and constitutionally and statutorily designated investigative and prosecutorial functions of the sheriff and district attorney of a county. The board of supervisors shall not obstruct the investigative function of the sheriff of the county nor shall it obstruct the investigative and prosecutorial function of the district attorney of a county.

Nothing contained herein shall be construed to limit the budgetary authority of the board of supervisors over the district attorney or sheriff.”



Mendocino County Board of Supervisors Agenda Summary

Item #: 8c)

To: Board of Supervisors

From: County Counsel

Meeting Date: August 3, 2021

Department Contact: Christian Curtis

Phone: 234-6885

Item Type: Regular Agenda

Time Allocated for Item: 30 min.

Agenda Title:

Discussion and Possible Action Including Selection of Outside Counsel to Provide Legal Advice and Representation to the Mendocino County Sheriff's Office Regarding Areas in Which County Counsel Has a Conflict of Interest and Designation of Scope of Conflict Work
(Sponsor: County Counsel)

Recommended Action/Motion:

Select outside counsel to provide legal advice and representation to the Mendocino County Sheriff's Office regarding areas in which County Counsel has a conflict of interest. Designate the scope of the conflict in order to define the contract's scope of work.

Previous Board/Board Committee Actions:

On 7/20/21, the Board of Supervisors considered a request from Sheriff Matthew Kendall to contract with the Law Offices of Duncan James to provide legal services for the Sheriff's Office.

Summary of Request:

Sheriff Kendall has asked the Board of Supervisors to provide him with outside counsel to advise him on (1) his ability to spend County funds contrary to the budget restrictions created by the Board of Supervisors and (2) his ability to compel the Board of Supervisors to provide him with information services staff independent of that from the County I.S. Department. On July 20, 2021, the Board of Supervisors indicated that it is willing to provide outside counsel to Sheriff Kendall. However, the Board of Supervisors also indicated that it was unwilling to hire the sole law firm presented by Sheriff Kendall, based on concerns over their prior billing practices and the fact that they are presently adverse to the County of Mendocino in a separate litigation matter.

Because Sheriff Kendall was unwilling to provide any potential alternative law firms, the Board of Supervisors asked County Counsel to provide information on other firms that may be able to take this work. County Counsel has gathered information from firms that perform this type of work, received referrals and recommendations, and inquired as to their availability. Proposals were received from: Aaronson, Dickerson, Cohn & Lanzone, PC; Cole Huber, LLP; Manning & Kass, LLP and Porter Scott, PC. Billing rates ranged from \$250 per hour to \$300 per hour.

Item #: 8c)

County Counsel recommends that the Board offer Sheriff Kendall the opportunity to meet with these firms, or others that he may desire, and indicate his preference to the Board. If, however, the Sheriff is unwilling to do that, then the Board should select the firm it believes to be most competent and cost-appropriate to handle this matter. That firm can then either be contracted with or, if need be, submitted as the Board's nominee to the presiding judge under Government Code section 31000.6.

Alternative Action/Motion:

Provide alternate direction to staff.

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

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, Deputy Clerk I

Final Status: **No Action Taken**

Date: August 4, 2021





A PROFESSIONAL CORPORATION

Proposal to Provide Outside Counsel Services



Kai Ruess, Partner

Aaronson, Dickerson, Cohn & Lanzone
1001 Laurel Street, Suite A
San Carlos, CA 94070
(650) 593-3117 ext. 215
State Bar No. 278093

Proposal

In response to a request from the County Counsel's Office, I am pleased to submit this proposal to provide Outside Counsel Services to assist the Mendocino County Sheriff resolve an on-going dispute with the County Board of Supervisors. My firm, the Law Offices of Aaronson, Dickerson, Cohn & Lanzone ("ADC&L"), was established 70 years ago and has specialized in public and municipal law since its formation. ADC&L currently represents the City of San Carlos, City of Foster City, Town of Woodside, Coastside Fire Protection District, Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA), San Mateo County Telecommunications Authority, Redwood City Business Improvement District, Central County Fire Department, Fire Net 6, and South Bayside Waste Management Authority. Attorneys at ADC&L also currently provide special counsel services to the cities of Palo Alto and Mountain View.

I have specialized in public law since joining ADC&L and being admitted to the State Bar in 2011. In addition to serving ADC&L's retained public clients, I have assisted private clients on transactional, employment, and real estate matters. I have also provided harassment prevention training and been retained to conduct workplace investigations by cities, school districts, fire departments, non-profits and other employers in San Mateo County, Santa Clara County, Marin County, Contra Costa County, Monterey County, and Nevada County. I have attached my résumé, which further details my experience.

Please let me know if you have questions or need additional information. Thank you for considering this proposal and I look forward to speaking with you about it.



Kai Ruess, Partner
Aaronson, Dickerson, Cohn & Lanzone
State Bar No. 278093

Fee Proposal

If retained, ADC&L will provide legal services, as directed, at the rate of \$300 per attorney hour worked. I review all billing statements before they are issued to ensure that the amount charged is appropriate. The statement for fees is simply the product of the hours worked, including travel, multiplied by the hourly rate.

Bills will be sent to the County monthly. If payment is not received within 30 days of the billing date, ADC&L reserves the right to charge interest on the unpaid balance at the rate 10% per month and to terminate our services.

Firm Background

The Law Offices of Aaronson, Dickerson, Cohn & Lanzone was founded in 1949 by Michael Aaronson and Melvin E. Cohn. In April 1956, Melvin E. Cohn became City Attorney for the City of San Carlos, beginning the firm's long-standing municipal law practice. In October 1963, he was appointed by then-Governor Edmund G. (Pat) Brown to a judgeship on the San Mateo County Superior Court. In 1983, after 20 years of distinguished service on the Bench, Judge Cohn retired and rejoined the firm as of counsel.

In September 1957, Kenneth M. Dickerson joined the firm and eventually became the City Attorney for the cities of Belmont and Foster City and the District Counsel for the San Mateo County Harbor District.

In 1970, Robert J. Lanzone joined the firm. During his career, he served as the City Attorney for the cities of San Carlos, Half Moon Bay, and Pacifica and as Town Attorney for the Town of Woodside.

In the 1980's, the firm expanded with the additions of Jean B. Savaree in 1985 and Gregory J. Rubens in 1989. Ms. Savaree and Mr. Rubens carried on the firm's tradition of municipal work, as Ms. Savaree is the current City Attorney for the City of Foster City and Town Attorney for the Town of Woodside, and Mr. Rubens serves as the City Attorney for the City of San Carlos.

I joined the firm in 2011 and immediately began working as a deputy for all the firm's municipal clients. I currently serve as Senior Deputy to those clients, and through that position have provided the full array of city attorney services. In the absence of the City Attorney, I have acted as the City Attorney for each of the firm's municipal clients.

In 2012, Camas J. Steinmetz joined the firm and now provides land use, CEQA, and real estate law expertise to the firm's municipal clients.

Although no longer a partner, Robert J. Lanzone remains with ADC&L as of counsel. The firm was excited to recently welcome Joan A. Borger, former City Attorney to the City of Sunnyvale, also as of counsel. Two of ADC&L's former attorneys now serve as in-house counsel to the City of San Bruno and the Metropolitan Transportation Commission.

As a small municipal law firm, ADC&L understands the issues that are shared by public entities in the Bay Area, but also appreciates the unique aspects of each community. ADC&L prides itself on delivering the best quality legal service while recognizing the budgetary challenges that public clients face. The firm strives to maintain competitive rates and to work efficiently and effectively on behalf of its clients. ADC&L's long tenures with its municipal clients demonstrate the value that it delivers.

ADC&L has been consistently providing city attorney services since its founding partner, Melvin E. Cohn, became the San Carlos City Attorney in 1956. Since that time, the firm has provided city attorney services to six different cities and temporary special counsel services to several others, such as the cities of San Bruno, Redwood City, Burlingame, Mountain View, and Palo Alto and the towns of Hillsborough and Portola Valley. ADC&L currently represents the following public agencies:

- City of San Carlos
- Town of Woodside
- City of Foster City (representation will end August 1, 2021)
- Coastside Fire Protection District
- Central County Fire Department
- South Bayside Waste Management Authority
- Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA)
- San Mateo County Telecommunications Authority
- Redwood City Business Improvement District

Kai Ruess

State Bar No. 278093

J.D., University of California, Hastings College of the Law, 2011

B.A., University of California, Davis, with Honors, 2007

WORK EXPERIENCE

Attorney/Partner

Aaronson, Dickerson, Cohn & Lanzone, A.P.C.

August 2011 – present

Current Work

- Senior Deputy City Attorney for the City of Foster City
- Assistant Town Attorney for the Town of Woodside
- Deputy City Attorney for the City of San Carlos
- Deputy Counsel to several other public entity clients, including the Central County Fire Department and the Coastside Fire Protection District
- Counsel for the Copper Valley Community Services District
- Private civil practice, representing clients in San Mateo, Santa Clara, and San Francisco Counties

Previous Work

- Deputy Counsel for South Bayside Waste Management Authority
- Deputy Counsel for the San Mateo County Harbor District
- Special Counsel for the City of Redwood City
- Retained as an investigator for several public agencies, including the Burlingame School District, Millbrae School District, Redwood City Elementary School District, San Bruno Park School District, City of San Rafael, City of Campbell, City of Watsonville, College of Marin, San Mateo Community College District, Nevada County, Contra Costa County Mosquito and Vector Control District, Monterey One Water, and San Ramon Valley Fire Protection District

Adjunct Faculty Member

University of California, Hastings College of the Law

August 2016 – May 2018

- Instructed first-year Legal Writing & Research and Moot Court courses

Summer Law Clerk

City of Burlingame, CA

June 2010 – August 2010

- Assisted the City Attorney in advising City officials on legal issues and potential liabilities
- Drafted memoranda and briefs regarding City policies and applicable law
- Strategized and participated in mediation on a public works project dispute

Summer Legal Intern

City of San Mateo, CA

June 2009 – August 2009

- Researched legal questions posed by City departments and authored memoranda to staff and City Council
- Prepared motions and other legal filings for on-going litigation

Case Manager

Travelers Insurance

June 2007 – August 2008

- Managed worker's compensation claims
- Made determinations on claim compensability and furnished benefits to claimants

ACTIVITIES AND ACCOMPLISHMENTS

- Member, League of California Cities Municipal Finance Committee
- Former Member, League of California Cities FPPC Committee
- Former San Carlos Chamber of Commerce Board Member
- 2010-11 U.C. Hastings Moot Court Student of the Year
- Regional Best Brief, 2010 National Moot Court Competition
- Former Executive Production Editor, Hastings Science and Technology Law Journal
- Former Finance Committee Member, Cal Aggie Alumni Association
- Member, Phi Beta Kappa Society

Derek P. Cole
dcole@colehuber.com

REPLY TO:
 ROSEVILLE ONTARIO

July 22, 2021

VIA E-MAIL AND U.S. MAIL
scottc@mendocinocounty.org

Charlotte E. Scott
Assistant County Counsel
Mendocino County Counsel
501 Low Gap Road, Room 1030
Ukiah, CA 95482

Re: Proposal for Counsel Services

Dear Ms. Scott:

Thank you for requesting that Cole Huber LLP provide you this proposal regarding potential conflict services our office may provide to the Mendocino County Sheriff's Office. Below we describe our qualifications and experience concerning the matters that may be referred to our office, provide biographies for our proposed attorney team, and specify our proposed compensation terms.

OUR FIRM'S QUALIFICATIONS

Cole Huber LLP has the unique experience necessary to provide potential conflict legal services to the Sheriff's Office. Our firm specializes in municipal law; we have served as county counsel, city attorney, and general counsel to a number of local agencies. In this capacity, we have regularly advised clients regarding County administration and law enforcement matters. We are well familiar with record-keeping requirements of County agencies, including law enforcement agencies, and related legal requirements concerning agency records.

Our firm is particularly specialized in advising and representing counties. As noted below, attorney Derek Cole served as a contract county-counsel for more than five years. Our firm is currently representing the Counties of Marin, Riverside, San Bernardino, San Joaquin, and Sacramento in a broad range of litigation matters. In recent years, we also provided legal services to your Office, when Kit Elliott served as County Counsel; we represented the Mendocino Air Quality Management District in an enforcement matter; and we are presently representing the Mendocino Council of Governments in a CEQA lawsuit.

PROPOSED LITIGATION TEAM

If any conflict matter is preferred to our office, we propose the following attorney team to staff such matter(s).

Ronald J. Scholar, California Bar No. 187948, admitted 1997, is a partner of Cole Huber LLP. Mr. Scholar's expertise is in litigating on behalf of, providing advice and counsel to, and conducting investigations for public agencies. A skilled trial attorney, Mr. Scholar is experienced in a wide range of litigation matters, including federal and state civil rights, Section 1983, employment law, dangerous conditions of public property, including claims of wrongful death, general liability, as well as contract and business disputes. Mr. Scholar has brought 14 cases to verdict.

Mr. Scholar dedicates the same focus and attention to detail in his trial practice to advising public agency clients as he assists them in navigating complex laws and regulations and conducting investigations, all with an eye toward avoiding costly disputes. He is adept in matters involving access to public records, open meeting requirements, employee investigations, law enforcement, discipline and arbitration, discrimination and harassment in the workplace, employee privacy, and the use of social media and technology in the workplace.

Mr. Scholar joined Cole Huber LLP after 11 years with one of Sacramento's largest law firms where he was a shareholder and represented numerous public agency clients in employment, liability, law enforcement, and litigation matters. From 1998 to 2005, Mr. Scholar was a partner at a small law firm where he specialized in representing public entities in all manners of litigation, including Section 1983, law enforcement, and employment matters. Prior to that, Mr. Scholar was a Public Defender in Atlanta, Georgia, where he represented indigent defendants in felony criminal matters at trial and on appeal.

In 2016, Mr. Scholar was named to Sacramento Magazine's Top Lawyers List. He also enjoys the privilege of serving on the Presiding Judge's Civil Advisory Committee for Sacramento County Superior Court. A founding member of the Sacramento County Bar Association's Civil Litigation Section, Mr. Scholar has also served as one of its Board Members and its Chairperson. Mr. Scholar also serves as a Lecturer at the University of California, Davis School of Law, where he teaches Trial Practice and is also a Mock Trial Competition Team Coach.

Mr. Scholar graduated from Santa Clara University School of Law in 1993. At Santa Clara, Mr. Scholar was an Emery Scholarship recipient, a member of the Moot Court Honors Board, and a participant in nationwide Moot Court Competitions. Prior to attending law school, he graduated with honors from the University of California, Santa Barbara in 1990 with a Bachelor of Arts degree in Sociology.

Derek P. Cole, Bar No. 204250, admitted 1999, is a co-founder of Cole Huber LLP, and focuses his practice on municipal law and litigation. He is currently the City Attorney to the Cities of Oakley and Sutter Creek and previously served as Interim City Attorney in Antioch and as City Attorney in Angels Camp. He also served as County Counsel to Trinity County from 2008 to 2013. Mr. Cole has represented cities and counties in all types of litigation matters. He has defended public agency clients in bench and jury trials, writ proceedings, arbitrations, and many types of administrative proceedings.

The subjects of the litigation matters Mr. Cole has handled are broad and include property taxation, public records, agency contracts, interagency obligations, elections, land use, CEQA, cannabis regulation, emergency medical services, and code enforcement. Mr. Cole has significant experience in Section 1983 cases not involving law enforcement matters, particularly as to constitutional claims concerning due process, equal protection, and related constitutional theories. He also has ample experience litigating cases involving claims of inverse condemnation.

Mr. Cole is active in the City Attorneys' Department of the League of California Cities. He has served on the Department's Attorney Succession and Development and Nominating Committees and has recently completed service as the Chair of the Municipal Law Handbook Committee. Previously, Mr. Cole was a member of the Department's Legal Advocacy Committee. He regularly authors amicus briefs on behalf of the League, California State Association of Counties, and other local government organizations.

Mr. Cole was selected to the Northern California "Super Lawyers" list from 2015 to 2021; was named as a "Top Lawyer" in Sacramento magazine from 2015 to 2020; and was honored by the Sacramento Business Journal with "Best of the Bar" awards in 2014, 2016, and 2018.

Mr. Cole graduated with distinction from the University of the Pacific, McGeorge School of Law in 1999. At McGeorge, Mr. Cole was admitted to the Order of the Coif, Order of Barristers, and Traynor Honor Society. He was also a member of the Editorial Board of the *McGeorge Law Review* and published two student comments in that journal. Prior to attending law school, Mr. Cole graduated from the University of California at Santa Barbara in 1996 with a Bachelor of Arts degree in Law and Society.

COMPENSATION

If the County retains our firm, we would request the following terms of compensation:

Attorneys: \$250 per hour

Paralegals: \$120 per hour

In addition to a monthly retainer or hourly rates, we would bill to recover certain costs associated with our services or advanced on the City's behalf. These costs include:

Extraordinary postage or overnight delivery costs	Actual Cost
Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost

Messenger services	Actual Cost
Westlaw, CaseLogistix, and Case Notebook service fees	Prorated so the County would pay its proportionate share
FedEx, OnTrac Overnight, or other one-day delivery services	Actual Cost
Parking and toll fees	Actual Cost
Duplication/reproduction fees	Actual Cost
Lodging and travel (subject to advance client approval)	Actual Cost
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost

CONCLUSION

Thank you for considering our firm to provide the County legal services regarding the potential conflict matters. Please do not hesitate to contact me should you have any questions about this proposal.

Sincerely,



Ronald J. Scholar
COLE HUBER LLP

Sincerely,



Derek P. Cole
COLE HUBER LLP

RJS/DPC/kgm



MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP

PROPOSAL

PREPARED FOR:

Mendocino County
Sheriff's Department

Dallas

901 Main Street
Suite 6530
Dallas, TX 75202

Los Angeles

801 South Figueroa St.
15th Floor
Los Angeles, CA 90017

New York

One Battery Park Plaza
4th Floor
New York, NY 10004

Orange County

19800 MacArthur Blvd.
Suite 900
Irvine, CA 92612

Phoenix

3636 N. Central Ave.
11th Floor
Phoenix, AZ 85012

San Diego

225 Broadway
Suite 1200
San Diego, CA 92101

San Francisco

One California Street
Suite 900
San Francisco, CA 94111

Table of Contents

- Organizational Information and Key Personnel 2**
 - About Us*.....2
 - Experience*3
 - Locations*4
 - Practice Area List*.....5
 - Governmental Entity Liability Team*6
 - Strategy, Writs and Appeals (“SWAT”) Team*.....7
 - Proposed Project Team Members*9
- Qualifications and Experience..... 10**
 - Recent Case Summaries*10
 - References*13
- Project Approach 14**
- Billing Rates and Costs 15**
- Additional Information 16**
 - Manning & Kass’s Governmental Entity Liability Team*16
 - Team Leader Eugene P. Ramirez.....16
 - Team Co-Leader Mildred K. O’Linn16
 - Partners.....17
 - Associates17
- Attorney Biographies 18**

Organizational Information and Key Personnel

About Us

Every organization is a conglomeration of common “parts” combined in a way that makes them 100% unique. What makes us different at Manning & Kass is the pairing of yesterday’s traditional values—respect for leadership, hard work and integrity—with today’s cost-effective, collaborative and flexible case management.

Manning & Kass is not your ordinary law firm—Every case and every client counts. Founded in 1994, with only sixteen attorneys, in twenty-seven years the firm has grown to more than one hundred and sixty-five attorneys in seven offices, including the major U.S. economic centers of New York and Los Angeles. We are known by our clients as competent, innovative attorneys who, even in victory, refuse to fall victim to complacency. We are continually engaged in a daily process of refinement, knowing that small, gradual improvements are stepping stones on the path to monumental achievement.

Manning & Kass pioneered the "team concept," which is key to the success of our firm. Although our system is simple in design and practice, it yields sophisticated results. With our team approach, each client is assigned a lean, carefully chosen group of attorneys tailor-suited to match their needs. Clients are also assigned a team leader, who is conversant with all of their work with the firm. Our clients can efficiently and directly leverage their team's efforts and energies through a single individual.

An attorney’s experiences, skills and personal style are just a few of the factors a leader considers when configuring the team. The right quality and quantity of legal talent are both important, as is the combination of skills and knowledge to understand everything our client needs. Our attorneys get to know our clients, work together to set quantifiable objectives, and create a road map to follow, with identifiable milestones.

Experience

Our lawyers enjoy a well-established reputation as superior litigators with Dennis Kass winning the California Lawyer Attorney of the Year for Civil Litigation (CLAY Award). Many of our trial lawyers have been selected for fellowships in such prestigious professional organizations as the Litigation Counsel of America and the American Board of Trial Advocates (ABOTA), including:

- Steven D. Manning, Litigation Counsel of America (Fellow)
- Dennis B. Kass, ABOTA (Member)
- Eugene P. Ramirez, ABOTA (Associate) and Litigation Counsel of America (Fellow)
- Anthony J. Ellrod, ABOTA (Associate)
- Christopher Datomi ABOTA (Associate)
- Lawrence D. Esten, ABOTA (Member)
- Mark A. Hagopian, Litigation Counsel of America (Fellow)
- Mildred K. O'Linn, ABOTA (Associate) and American Board of Trial Advocates (Fellow)
- John D. Marino, ABOTA (Associate, Life Fellow)
- Brian T. Moss, ABOTA (Associate)
- Louis W. Pappas, ABOTA (Associate)

Several Manning & Kass attorneys have been selected as Super Lawyers in their respective practice areas over the years. Those recognized recently are founding partners Dennis B. Kass (Los Angeles, 2004–2009, 2013–2020), Anthony J. Ellrod (Los Angeles, 2005–2010, 2016–2020) and Eugene P. Ramirez (Los Angeles, 2005–2011, 2014–2017), named partner Fredric W. Trester (Los Angeles, 2006, 2008–2020); firm partners and practice area leaders Scott Wm. Davenport (Los Angeles, 2004–2006, 2009–2020) and Alfred M. De La Cruz (San Diego, 2013–2017); and firm partners John D. Marino (San Diego, 2019), Kenneth Kawabata (San Diego, 2014–2018), Mildred K. O'Linn (Los Angeles, 2004–2016), Steven J. Renick (Los Angeles, 2009–2018) and David V. Roth (San Francisco, 2015–2020). Super Lawyers is a rating service of outstanding lawyers from more than 70 practice areas who have attained a high-degree of peer recognition and professional achievement. The selection process includes independent research, peer nominations and peer evaluations.

Several of our attorneys have also received an AV Preeminent® rating from Martindale-Hubbell, which is the highest rating an attorney can receive for legal quality and ethics. This group includes:

- | | |
|------------------------|-------------------|
| • Steven D. Manning | • Mark Hagopian |
| • Dennis B. Kass | • John D. Marino |
| • Anthony J. Ellrod | • Richard V. Mack |
| • Lawrence D. Esten | • Brian T. Moss |
| • Scott Wm. Davenport | • Scott A. Alles |
| • Alfred M. De La Cruz | |

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Practice Area List

- ADA Compliance Litigation
- Business Litigation
- Catastrophic Liability Defense
- Class Action/Mass Torts Defense
- Construction Defect
- Corporate/Commercial Transactions
- Elder Abuse Defense
- Employment Law
- Entertainment Law
- Fraternity and Sorority Defense
- Governmental Entity Liability
- Health Care Liability
- Immigration Law
- Insurance Coverage/Bad Faith
- Landlord/Tenant/Habitability
- Legal Malpractice
- Military and Veterans Law
- Premises Liability
- Product Liability
- Professional Liability
- Professional License Defense
- Professional Sports Law
- Real Estate Team
- Religious Institution Defense
- Retail, Restaurant, and Hospitality Litigation
- School Civil Liability
- Security Services and Security Guard Litigation
- SIU/Insurance Fraud Litigation
- Sports, Recreation, & Attractions Law
- Strategy, Writs, and Appeals
- Subrogation and Recovery
- Trucking and Transportation
- Trusts and Estates
- Workers' Compensation

Governmental Entity Liability Team

The law firm of Manning & Kass has deep, patriotic ties to America’s public entities. For more than two decades, our firm has represented city, county, state and federal governmental clients. And founding partner Steven D. Manning is the son of former Los Angeles City Fire Department Chief, Donald O. Manning.

Our Governmental Entity Liability Team is led by Eugene P. Ramirez, of whom the Daily Journal stated, “when local law enforcement agencies get in trouble, they call Ramirez.” For twenty years, he has provided training to thousands of police officers and supervisors across the United States and Canada. Our Governmental Entity Liability Team handles:

- dangerous condition cases
- educational law
- internal affairs investigations
- law enforcement officer liability, including:
 - arrest related deaths
 - civil rights defense
 - electronic control device (ECD) litigation
 - in-custody deaths and medical issues
- municipal liability
- policy review
- public entity defense and audits

Since many of our attorneys have held careers in the public sector, we are particularly adept at understanding the special environment in which public entities operate. We are well versed in the procedural and substantive defenses afforded to governmental defendants by the Federal Torts Claims Act, the California Torts Claim Act and such related judicial doctrines as government contractor doctrine, exhaustion of remedies, standing, and sovereign immunity. Our Firm has represented a myriad of public entities and law enforcement agencies, including those in the following list of selected clients:

- | | | |
|-----------------------------|---------------------------|--|
| • California Highway Patrol | • City of Manhattan Beach | • County of Riverside |
| • City of Azusa | • City of Oxnard | • County of San Bernardino |
| • City of Beaumont | • City of Redondo Beach | • County of Ventura |
| • City of Claremont | • City of Richmond | • Department of Corrections and Rehabilitation |
| • City of Coalinga | • City of Riverside | • Federal Bureau of Investigation |
| • City of Colton | • City of San Bernardino | • UCLA Police Department |
| • City of Covina | • City of South Gate | |
| • City of Fresno | • City of Torrance | |
| • City of Fairfield | • City of Whittier | |
| • City of Gardena | • County of Los Angeles | |

Strategy, Writs and Appeals (“SWAT”) Team

The vast majority of civil litigators rarely, if ever, set foot in the state's appellate courts, so they have never developed expertise in appellate law. Just as you would never hire a general practitioner to perform cardiac surgery, it makes sense that appellate matters require well-trained and highly skilled specialists. At Manning & Kass, adept members of our Strategy, Writs, and Appeals Team handle these cases. Our team consists of 13 attorneys, three of whom are certified specialists. Our Strategy, Writs, and Appeals Team—nicknamed the “SWAT” unit—includes experts in matters pertaining to:

- appellate litigation;
- the Supreme Court; and
- law and motion.

Our Strategy, Writs & Appeals Team enhances everything our litigators do in other practice areas. From assisting in devising litigation strategy at the inception of a case, to developing cogent law-and-motion strategy to maximize the potential of prevailing on dispositive and non-dispositive motions, to performing trial support and extraordinary writ back-up, our Strategy, Writs, and Appeals Team is actively involved long before a notice of appeal is ever filed.

Four attorneys on this team are certified appellate law specialists by the California State Bar Board of Legal Specialization, and two lawyers have been listed as Southern California Super Lawyers. Collectively, the 13 attorneys on this team have far more than 100 years of appellate experience, more than enough to match and exceed the resources that opposing counsel can bring to bear on a case.

Unlike the attorneys at appellate boutique firms, our “SWAT” lawyers can solicit the experienced perspective of any of more than 160 trial attorneys. The firm’s team-based litigation support and counsel in myriad areas of administrative, business, and civil law provides reciprocal benefits to our “SWAT” members. Our appellate lawyers also draw from their own extensive past experience as trial lawyers. Team attorneys have argued cases and prevailed at all appellate levels, including the United States and California Supreme Courts; clerked for federal judges; and taught in law schools. Experienced appellate law veterans who comingle with real-world practitioners deliver superior representation for our clients. Our team’s lawyers are engaged—on a daily basis—where the rubber meets the road.

We handle two types of appeals. First, we receive appellate cases which arise in-house. Frequently, these come in response to appeals and writs filed by our opponents after successful trial wins. We give every client an appropriate cost/benefit analysis so that they are fully informed of the legal ramifications of moving forward at all stages of the proceedings.

Secondly, many clients send us cases exclusively for the purpose of preparing an appeal or a writ. A client who faces an unfavorable jury verdict should never feel compelled to retain an overworked trial attorney or one inexperienced in this process. And sometimes a trial litigator cannot separate an intimate knowledge of the matter from what others will construe from reading the appellate record. We take a fresh look at the sustentative facts, and offer a new perspective.

We strive to ensure that our clients have the best possible representation at all phases of a case. The simple truth is that counsel who may have superior litigation skills may or may not possess the same skill set to adequately represent a client on appeal. These same litigators may unwittingly fall prey to a staggering array of errors which can jeopardize, or be fatal to, the client’s hoped-for outcome. The best defense against such misfortune is to hire specialized appellate counsel—at the earliest possible stage. We assist many of our clients who are changing their business model to establish a pool of dedicated appellate professionals (including both claims professionals and attorneys) to oversee appellate matters. Many feel this gives them a competitive edge over their competitors.

Proposed Project Team Members

Lead Attorney: Governmental Entity Liability Team Co-Leader Mildred K. O'Linn



Mildred K. O'Linn is a partner in the Los Angeles office of Manning & Kass, Ellrod, Ramirez, Trester LLP. Ms. O'Linn has an unparalleled background as an attorney and technical expert in peace officer civil liability, training and tactics and the defense of governmental entities. Ms. O'Linn was a police officer for eight years at the Kent State University Police Department. Subsequently, she served as the Legal and Technical Advisor for the Law Enforcement Television Network, Inc. (LETN).

In her 35-year legal career, Ms. O'Linn has been repeatedly recognized for her skills as litigator. In 2009 Ms. O'Linn was accepted as a member of the distinguished American Board of Trial Advocates (ABOTA), an award only bestowed upon proven trial attorneys. In 2011, she was inducted into the Litigation Counsel of America as a Senior Fellow, an invitation-only trial lawyer honorary society representing less than one-half of one percent of American lawyers. Most recently in 2020, Ms. O'Linn was a featured speaker in the LA-ABOTA Masters in Trial Program, "Put Your Pants on and Pick a Jury" series in the Civil Rights - Police Misconduct presentation.



Tony M. Sain is a partner in the Los Angeles office of Manning & Kass and a trial lawyer and appellate advocate on the Governmental Entity Defense Team. He defends public agencies and law enforcement officers in civil rights actions and employment cases and has successfully defended his clients as lead trial attorney in a wide variety of jury and bench trials. Mr. Sain is also an expert on police officer personnel record procedural protections, has written a book on the topic, and was the lead lecturer for a seminar series hosted by the California Peace Officers Association training dozens of local law enforcement agencies across California.



Strategy, Writs and Appeals ("SWAT") Team Leader Scott Davenport and his team of dedicated attorneys support the team at all stages, including assisting in devising litigation strategy, developing cogent law-and-motion strategy to maximize the potential of prevailing on dispositive and non-dispositive motions, and performing trial support and extraordinary writ back-up.

Qualifications and Experience

Recent Case Summaries

Police Team Wins Reversal at Ninth Circuit in Excessive Force Case

Los Angeles Partners Missy O'Linn and Angela Powell and Senior Counsel Julie Fleming recently won a reversal at the Ninth Circuit Court of Appeals for the City of Torrance in an excessive force case where a woman was shot and killed while evading arrest and ramming police vehicles with her car. The three judge panel ruled that the shooting was objectively reasonable due to the imminent threat to the officers' lives, overruling a trial court opinion that there was a question as to whether deadly force is justified when a suspect is attempting to hit law enforcement officers with a motor vehicle.

Suspect came to the attention of Torrance Police after members of the public called in a suspected DUI driver in downtown Torrance. The first officer to encounter her observed her driving erratically, weaving in and out of oncoming traffic, and that her airbag had been deployed and her horn was honking on its own. As the suspect passed the officer, she raised her middle finger and looked directly at him. The officer followed in pursuit and called for backup.

Once additional officers arrived, they performed a maneuver designed to stop a vehicle without causing injury or significant damage. The officers then commanded the suspect to keep her hands raised, which she responded to by raising both of her middle fingers and smiling. As the officers moved to block the suspect in, she dropped her right hand and proceeded to ram vehicles in front of and behind her, before accelerating her vehicle toward officers. At this point, the officers fired on the suspect, who tragically died from her injuries.

The suspect's family filed suit against the officers and the City of Torrance, alleging a number of causes of action, most of which were dismissed by the trial court on summary judgment. Incredibly, the trial court did not dismiss the excessive force claim, ruling that there was a question as to whether the use of force was reasonable in this situation.

Our Police Team then appealed to the Ninth Circuit, who in reversing the trial court wrote, "[b]ecause the decedent accelerated toward the officers from only a few feet away, a reasonable officer under these circumstances would have perceived the decedent's actions to constitute a significant and immediate threat to the officers in the path of her vehicle and to other members of the public who were in the vicinity." We're thrilled that the Ninth Circuit has vindicated the professional conduct of these dedicated police officers and pleased that we could deliver this outcome for the City of Torrance.

California Supreme Court Rules in Favor of City of Gardena in Police Pursuit Immunity Case

Ruling Adopts Practical Standard for Agency Immunity for Police Pursuits

Today, the California Supreme Court, in a highly anticipated decision in *Ramirez v. City of Gardena*, Supreme Court case number S244549, found in favor of the City of Gardena in a high profile police pursuit case.

The Supreme Court's ruling, which will benefit governmental entities statewide, held that in order for immunity granted by Vehicle Code section 17004.7 to apply, law enforcement agencies must impose a requirement that all of their officers certify in writing that they have received, read, and understand the agency's vehicle pursuit policy. However, agency immunity is not lost simply because some officers have not completed the certification or records are not available to prove 100% compliance. Under the Court's ruling, immunity depends upon AGENCY compliance with the statute, not OFFICER completion of the certification mandate.

The Supreme Court accepted the argument by the City of Gardena, represented by Manning & Kass, Ellrod, Ramirez, Trester LLP, and a number of law enforcement agencies that submitted friend-of-the-court briefs, that obtaining certification from every officer by the date of a pursuit incident would impose an impractical and extremely onerous, if not impossible, standard on law enforcement agencies, some of whom have as many as 10,000 officers and all of whose officers may be unavailable to certify due to temporary absences for medical leave, family leave, administrative leave, military deployment, task force and undercover work, etc. The Court held that adopting a standard with which law enforcement agencies can reasonably comply serves the purpose of the statute to protect the public and officers by incentivizing law enforcement agencies to adopt and train their officers on safe vehicle pursuit policies. The Court rejected the plaintiff's argument that if a single officer does not complete the certification, the agency loses immunity.

"We're pleased the Supreme Court understood the untenable condition that requiring officer compliance rather than agency compliance would create, and we're also pleased that the City of Gardena persevered to establish this clear standard for law enforcement agencies statewide," said Ladell Hulet Muhlestein, a partner with Manning & Kass and lead appellate lawyer for the City of Gardena on the matter.

The case made its way to the Supreme Court after the trial court granted summary judgment in favor of the City of Gardena, finding that it satisfied the requirements of the immunity statute in a case involving a pursuit that occurred after armed robbery suspects fled when officers attempted to pull them over. The California Court of Appeal agreed with the City of Gardena, and disagreed with the San Diego Court of Appeal, which held in an earlier case that every officer must certify in order for an agency to obtain immunity, creating a conflict between the two Courts of Appeal. Because of the importance of the issue to all law enforcement agencies in the state, the City of Gardena took the unusual step of putting its victories in the courts below on the line and joining the plaintiff's request urging the Supreme Court to

review the case to resolve the conflict between the two Court of Appeal opinions and clarify the certification requirement.

In the case of *Huerta v. City of Santa Barbara*, a federal court wrongful death case, we assisted the Santa Barbara Assistant City Attorney. The case involved the use of a body wrap restraint device. We wrote and filed a motion for summary judgment, which was granted as to all the federal claims. The state claims were remanded back to state court. The case eventually settled for a low amount (2019).

Opposing Counsel: Catherine J. Swysen and Miguel A. Avila

Federal Judge: Terry J. Hatter

Our Attorneys: Eugene P. Ramirez and Scott Davenport

In the case of *Shirley v. City of Torrance*, a federal wrongful death case, we were retained to defend the case. We wrote and filed a motion for summary judgment which the trial judge denied. However, the Ninth Circuit recently reversed and held that the use of deadly force was objectively reasonable (2019).

Opposing Counsel: Federico C. Sayre

Federal Judge: S. James Otero

Our Attorneys: Mildred K. O'Linn and Angela Powell

In the case of *Valdez v. County of Riverside*, we represented the County and several deputies involved in a non-fatal shooting against claims of excessive force and failure to provide immediate medical care. Our motion for summary judgment eliminated all claims, except the failure to provide immediate medical care. The federal jury returned a defense verdict in 51 minutes (2019). There was no appeal.

Federal Judge: David O. Carter

Opposing Counsel: Charles L Murray III

Result: Defense Verdict against a demand of \$100,000.00

In the case of *Rodarte v. County of San Bernardino*, we defended the county and several members of the SWAT Team in a wrongful death shooting case involving a barricaded suspect who was not armed at the time of the shooting. The jury returned a defense verdict (2017). There was no appeal.

Opposing Counsel: Mark Pachowicz

Federal Judge: Magistrate Judge David Bristow

Result: Defense verdict against a demand of \$5 million

Our Attorney: Eugene P. Ramirez

References

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Project Approach

The proposed team for this project will be led by partner Mildred K. O'Linn, who co-leads the Firm's Governmental Entity Liability practice area. Ms. O'Linn is an accomplished litigator whose outstanding track record in defending local governments and law enforcement agencies has earned her national recognition and induction into both the American Board of Trial Advocates and American Board of Trial Advocates. She has represented Sheriff's Departments across the State of California and beyond and has an unparalleled background as an attorney and technical expert in peace officer civil liability, training and tactics and the defense of governmental entities.

The second chair will be partner Tony M. Sain, an experienced litigator with an impressive history of defense victories on behalf of California law enforcement agencies. Mr. Sain is also an expert on the Police Officer's Bill of Rights and related provisions in California law regarding the confidentiality of peace officer personnel records. His book, *Police Officer Personnel Record Procedural Protections in Civil Cases*, is the go-to guide for law enforcement agencies with questions about this area of law. He recently completed a training tour on the topic, comprised of eight workshops held around the state, for the California Peace Officers Association.

Each of the firm's individual practice area teams are led by a designated partner who is a seasoned veteran in litigating cases in that area. They will be consulted as needed on a case-by-case basis. If ongoing consultation and collaboration is required, another partner or a senior associate will be assigned to assist in the handling of cases. Additional associate attorneys will be assigned to individual cases, as necessary and appropriate, to support the practice area team leaders in their defense of the County for that case.

Billing Rates and Costs

Manning & Kass's legal services under this proposal are offered to the County at the following rates:

Partners at a rate of \$300/hour

Associates at a rate of \$275/hour

Paralegals at a rate of \$150/hour

Additional costs and expenses that we may incur on behalf of the County and include in our invoices include, but are not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, parking, investigation expenses, consultants' fees, expert witness fees, telecopies, mileage at the IRS approved rate, in-office photocopying at \$0.25 per page, and other similar items.

Additional Information

Manning & Kass's Governmental Entity Liability Team



Team Leader Eugene P. Ramirez

Eugene P. Ramirez, a founding partner of the firm, leads the Governmental Entity Liability Team. Nationally recognized for his law enforcement defense work, Mr. Ramirez has been honored with a Lifetime Achievement Award from the Association of Los Angeles Deputy Sheriffs and was selected as the Los Angeles County Sheriff's Department's Trial Lawyer of the Year in 1993 and 2006, by two different Sheriffs. An expert litigator, Mr. Ramirez was named to the distinguished American Board of Trial Advocates, an award only bestowed upon proven trial attorneys.

He was recently named a 2019 "Top Litigator and Trial Attorney" by the *Los Angeles Business Journal* and in 2011 was selected as one of the Top 25 Municipal Attorneys in California by the *Daily Journal*, who stated, "When local law enforcement agencies get in trouble, they call Ramirez."

Mr. Ramirez is frequently invited to speak to law enforcement agencies across the United States on handling high profile cases and risk management issues. He serves as an advisor to several public entities on the issues of use of force, canine and SWAT issues, policies and procedures. Mr. Ramirez also serves as general counsel for both the California Association of Tactical Officers and United States Police Canine Association and is a former legal section chair for the National Tactical Officers Association.

Team Co-Leader Mildred K. O'Linn



Mildred K. O'Linn is a partner in the Los Angeles office of Manning & Kass and the Co-Leader of the Governmental Entity Liability Team. Ms. O'Linn has an unparalleled background as an attorney and technical expert in peace officer civil liability, training and tactics and the defense of governmental entities.

Ms. O'Linn has been repeatedly recognized as a Southern California Super Lawyer by *California Magazine* and as one of the Top Women Attorneys in Southern California. In 2009, Ms. O'Linn was accepted as a member of the distinguished American Board of Trial Advocates (ABOTA), an award only bestowed upon proven trial attorneys. In 2011, she was inducted into the Litigation Counsel of America and is a Senior Fellow, an invitation-only trial lawyer honorary society representing less than one-half of one percent of American lawyers.

Partners



Tony M. Sain is a partner in the Los Angeles office of Manning & Kass and a trial lawyer and appellate advocate on the Governmental Entity Defense Team. He defends public agencies and law enforcement officers in civil rights actions and employment cases and has successfully defended his clients as lead trial attorney in a wide variety of jury and bench trials. Mr. Sain is also an expert on police officer personnel record procedural protections, has written a book on the topic, and was the lead lecturer for a seminar series hosted by the California Peace Officers Association training dozens of local law enforcement agencies across California.



Angela M. Powell is a partner in the Los Angeles office of Manning & Kass. As a member of the firm's Governmental Entity Liability Team, Ms. Powell represents and counsels governmental entities, public entities and individual police officers in civil rights actions. She has tried more than 60 cases in her 20-year career and has established herself as a tenacious attorney with a proven ability to obtain favorable results for her clients. Ms. Powell began her career as a Los Angeles County Deputy District Attorney, where she prosecuted hundreds of violent crimes, including robbery, kidnapping and capital murder.



Lynn L. Carpenter is a newly promoted partner in the Los Angeles office of Manning & Kass who practices with the Governmental Entity Liability Team. In her time with the firm she has handled numerous wrongful death/excessive force cases, and has defended every manner of use of force, including use of firearm, TASER, K-9 deployment, O.C. spray, control holds, manual and baton strikes, as well as SWAT/SRT tactical operations all within the context of claims made under the civil rights statute. Ms. Carpenter' comprehensive approach has led to an impressive string of victories, including defense verdicts in two back-to-back jury trials for the Sherriff's Department of Riverside County.

Associates



Tori Bakken



Garros Chan



Andrea Kornblau

Not Pictured:

Joseph Gordon

Stephen

McNicholl

Full bios for partners are included in the Attorney Biographies section. Biographies for associates are available by request or at www.manningllp.com/our-team



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Eugene P. Ramirez, a founding partner of the firm, leads the Governmental Entity Liability; Military and Veterans Law; and School Civil Liability Teams. Mr. Ramirez is a frequently quoted national expert in police use of Body Worn Cameras. He serves as general counsel for both the California Association of Tactical Officers (CATO) and United States Police Canine Association and is a former legal section chair for the National Tactical Officers Association (NTOA).

Mr. Ramirez is frequently invited to speak to law enforcement agencies across the United States on use of force, handling high profile cases and risk management issues. He was recently named a 2019 "Top Litigator and Trial Attorney" by the *Los Angeles Business Journal*. He was selected as the Los Angeles County Sheriff's Department's Trial Lawyer of the Year in 1993 and 2006, by two different Sheriffs. He was selected as the 2009 Alumni Attorney of the Year for Whittier School of Law. He was also selected in 2011 as one of the Top 25 Municipal Attorneys in California by the Daily Journal, California's largest legal news provider, who stated, "When local law enforcement agencies get in trouble, they call Ramirez."

Mr. Ramirez has been profiled in the *California Lawyer Magazine* for his law enforcement defense work, and been honored with a Lifetime Achievement Award from the Association of Los Angeles Deputy Sheriffs (ALADS). He has also been named as a 2005–2011 and 2014–2017 Super Lawyer for Southern California. This award only goes to the top 5% of attorneys in the Los Angeles/Orange County Bar. He was also named to the distinguished American Board of Trial Advocates (ABOTA), an award only bestowed upon proven trial attorneys.

Mr. Ramirez is experienced in defending SWAT teams in civil liability cases. He is an instructor on liability issues for the Los Angeles County Sheriff's Department's Basic SWAT School, and also for the California Association of Tactical Officers (CATO) and the National Tactical Officers' Association (NTOA). He was a member of the State Attorney General's Blue Ribbon SWAT Committee, and POST's Executive Advisory Committee for SWAT Teams. He is a former member of the LAPD Board of Inquiry (which examined LAPD SWAT operations) and an approved California POST instructor.

He serves as an advisor to several public entities on the issues of use of force, canine and SWAT issues and policies and procedures. Mr. Ramirez acquired significant expertise on civil liability arising out of the use of police dogs in law enforcement by winning several cases, and has lectured on the subject to police departments nationwide. He has provided training to thousands of canine officers and supervisors, from around the country and Canada, for more than 20 years. He has authored several articles for the USPCA's *Canine Courier*.

Before joining the firm, Mr. Ramirez worked as a deputy district attorney for the L.A. County District Attorney's Office, where he conducted numerous misdemeanor and felony jury trials, including murder trials. He has also worked as a reserve police officer for the Whittier police department and the Monterey Park police department.

He graduated from Whittier College School of Law (JD 1987), where he was notes & comments editor of the *Law Review*, a member of the Moot Court Honors Board, and president of the Student Bar Association. At Whittier, he received an award as the Best Oral Advocate and the Outstanding Moot Court Graduate Award. He received his undergraduate degree in political science from California State University, Long Beach (BA 1983), where he minored in criminal justice & public policy.

Practice Areas

- Governmental Entity Liability
- Military and Veterans Law



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☎ (213) 624-6999

Mildred K. O'Linn is a partner in the Los Angeles office of Manning & Kass, Ellrod, Ramirez, Trester LLP. Ms. O'Linn has an unparalleled background as an attorney and technical expert in peace officer civil liability, training and tactics and the defense of governmental entities. Ms. O'Linn was a police officer for eight years at the Kent State University Police Department. Subsequently, she served as the Legal and Technical Advisor for the Law Enforcement Television Network, Inc. (LETN).

In her 35 year legal career, Ms. O'Linn has been repeatedly recognized for her skills as litigator and in 2009 Ms. O'Linn was accepted as a member of the distinguished American Board of Trial Advocates (ABOTA), an award only bestowed upon proven trial attorneys. In 2011 she was inducted into the Litigation Counsel of America as a Senior Fellow, an invitation-only trial lawyer honorary society representing less than one-half of one percent of American lawyers. Most recently in 2020, Ms. O'Linn was a featured speaker in the LA-ABOTA Masters in Trial Program, "Put Your Pants on and Pick a Jury" series in the Civil Rights - Police Misconduct presentation.

Since coming to California in 1991, she has served the law enforcement community on a variety of committees and provided training to tens of thousands of peace officers. In 1992 Ms. O'Linn served as a member of both the California POST Use of Force Committee and as a member of the California Peace Officers' Association committee to develop a model use of force policy. Between 1992 and 1995, Ms. O'Linn was a member of the Los Angeles Police Department's Use of Force Training Review Committee and served on the Los Angeles Police Department's Civilian Martial Arts Advisory Panel in development of the LAPD's arrest and control curriculum. She has served on numerous additional California POST committees including: Ethical Decision-Making; Officer Involved Shootings; Dog Encounters: Keeping Officers Safe Committee; Learning Domain 20: Use of Force; Law Enforcement Officers Killed and Assaulted; the Mental Health Course Development Workshop; the De-escalation Curriculum Development Workshop; and Crowd Management, Intervention, and Control Guidelines. The training concepts she has developed are considered revolutionary and include the Constitutional Law Crate, the Use of Force Equation, the CRISIS Communications Crate and the 835a Anagram. Missy also serves on the PoliceOne Editorial Advisory Board and has published numerous articles on law enforcement related topics.

In 2012, Ms. O'Linn was retained to assist the City of Spokane Washington Use of Force Commission in reviewing the agencies use of force policies and training and their FTO program and then in 2015 served as a consultant in the City's response to the collaborative reform issues with the federal DOJ. She served on the Los Angeles County Chiefs of Police Public Outreach Committee and on the Legal Affairs Committee and the Professional Development Committee for the Major County Sheriffs of America.

Ms. O'Linn has received numerous awards and acknowledgments for excellence in representation and for her contributions to the defense of the law enforcement community from various agencies. In 2005 she was named the Los Angeles County Deputy Sheriffs Association's recipient of the Award for Civilian Leadership. In December, 2006 Ms. O'Linn received a Meritorious Service Award from the City of Gretna, Louisiana Police Department for her assistance to law enforcement in the aftermath of Hurricane Katrina. More recently, the State of California awarded her the California POST Lifetime Achievement Award for Excellence in Law Enforcement Training and she was inducted into Safariland Training Group's "Monadnock Hall of Fame" for her dedicated service to educating those who are tasked to protect others.

Practice Areas

- Governmental Entity Liability
- Employment Law



Lynn L. Carpenter is a partner in the Los Angeles office of Manning & Kass. She practices with the Governmental Entity Liability Team.

Prior to joining the firm, Ms. Carpenter was an assistant district attorney in Payne County, Oklahoma where her work as lead or co-counsel resulted in the successful prosecution of complex felony assault trials including child abuse, sexual assault, and domestic violence. As an assistant district attorney, Ms. Carpenter developed special training protocols in conjunction with law enforcement professionals for evidence gathering and trial preparation. As an ardent advocate of victim's rights, Ms. Carpenter was keenly responsive to victims who were in the unfamiliar, and often hostile, courtroom environment. As a standout for victim's advocacy, she was awarded the Be The One Award for child abuse prosecution in 2015.

Ms. Carpenter earned a BA in liberal arts from Langston University and a JD from the University of Tulsa College of Law. During her tenure in law school, Ms. Carpenter received the CALI Excellence for the Future Award® in trial practice, evidence presentation, state administrative law, and legal reasoning, analysis, and writing.

Ms. Carpenter is admitted to practice law in Oklahoma, California, and the United States Central District of California.

✉ llc@manningllp.com

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Practice Areas

- Governmental Entity Liability



Angela M. Powell is a partner in the Los Angeles office of Manning & Kass. As a member of the firm's Governmental Entity Liability Team, Ms. Powell represents and counsels governmental entities, public entities and individual police officers in civil rights actions. She has tried more than 60 cases in her 20-year career and has established herself as a tenacious attorney with a proven ability to obtain favorable results for her clients.

Ms. Powell began her career as a Los Angeles County Deputy District Attorney, where she prosecuted hundreds of violent crimes, including robbery, kidnapping and capital murder. After leaving the District Attorney's office, Ms. Powell was a successful plaintiff's attorney in a boutique Beverly Hills law firm, where she represented employees in sexual harassment and discrimination litigation.

However, her dedication and commitment to public service led her to return to representing governmental and public entities —this time as a civil defense attorney. Ms. Powell has represented and counseled law enforcement clients in civil rights litigation and has also represented management in employment and general litigation. She is a strong and effective advocate for her clients both inside and outside the courtroom, often sitting on panels and participating in community forums.

Whether drafting an answer to a complaint, propounding and responding to discovery, taking and defending depositions, or preparing for and conducting a jury trial, Ms. Powell performs each task with the utmost care for her clients' needs and a keen attention to detail. As a former plaintiff's attorney, Ms. Powell can quickly assess the strengths and weaknesses in her opponent's case and is able to form an effective strategy to either resolve the case or take the matter to trial.

Ms. Powell received her Bachelor of Arts in Political Science from Pepperdine University and went on to receive her Juris Doctorate from the Pepperdine University School of Law. Ms. Powell is a member of the California State Bar and is also admitted to the Bar of the United States District Court in the Central and Eastern District of California.

Practice Areas

- Governmental Entity Liability

✉ amp@manningllp.com

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☎ (213) 624-6999



Tony M. Sain is a partner in the Los Angeles office of Manning & Kass, Ellrod, Ramirez, Trester LLP. He is a trial lawyer and appellate advocate on the Governmental Entity Defense Team: defending public agencies and law enforcement officers in civil rights actions and employment cases, as well as other clients in general and entertainment-related litigation.

Mr. Sain has successfully defended his clients as lead trial attorney in a wide variety of jury and bench trials. For cases where Mr. Sain has been the lead or co-lead, there has been a defense win in over seventy percent of the trials and over ninety percent of the appeals; and, since becoming a partner, Mr. Sain has won all of his jury trials – including a police TASER/paralysis case against the nation's most successful plaintiffs' police civil attorney, Dale K. Galipo; a police K-9 dog bite case against Johnny Cochrane's heir, Brian T. Dunn; and a high-publicity police civil rights/officer-involved shooting case involving a knife-armed, teen suicidal suspect.

Mr. Sain is also one of a select group of pro bono prosecutors who try criminal cases for the Los Angeles County District Attorney's Office. Mr. Sain has been admitted to the California State Bar since 2007; and he is also admitted to the Bar of all of the California federal district courts, the Ninth Circuit Court of Appeals, and of the U.S. Supreme Court. He has also been a leader in training public entities and officers in the legal implications of SB 1421 and AB 748, including as a lead lecturer for the seminar series hosted by the California Peace Officers' Association ("CPOA"); and he is the author of "The *Pitchess* Privileges: A Guide to Understanding Police Officer Personnel Record Procedural Protections In Civil Cases" – available on Amazon.com.

Mr. Sain is also a member of the American Board of Trial Advocates, Los Angeles Chapter's ABOTA Side Bar program; and he has been named as a Super Lawyers Rising Star annually since 2013. Before practicing law, Mr. Sain served for ten years as a senior executive in various corporate and non-profit organizations: specializing in policy development, organizational restructuring and efficiency, community/public relations, entity alliance-building, and marketing.

Mr. Sain is a graduate of Princeton University's elite School of Public and International Affairs; and he is a graduate of Loyola Law School of Los Angeles' prestigious Hobbs Trial Advocacy Program, Williams Civil Rights Litigation Program, and of the Scott Moot Court Board for competitive appellate advocacy – in which he won the Best Advocate award for California.

Practice Areas

- Governmental Entity Liability

Admission

- California

✉ tms@manningllp.com

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Scott Wm. Davenport serves as the firm’s general counsel and leads the firm’s 13 member Strategies, Writs, and Appeals Team. Mr. Davenport, a certified specialist in appellate law, has served as the chair of the California State Bar Committee of Bar Examiners and the Appellate Law Advisory Commission. He is an AV[®] Preeminent attorney (the highest Martindale-Hubbell ranking an attorney can receive for legal quality and ethics) and was selected as a 2009–2020 Super Lawyer, a distinction awarded to no more than five percent of attorneys in a state who have attained a high degree of peer recognition and professional achievement. Throughout this career, Mr. Davenport has served as the lead counsel in approximately 400 appellate matters, many of which resulted in published opinions involving cases of first impression, including a *per curiam* summary reversal in the United States Supreme Court. He has also written multiple amicus briefs on behalf of the Southern Poverty Law Center, a national organization known for its civil rights victories and tolerance education programs.

In addition to currently serving as an appellate settlement officer with the Second District Court of Appeals, Mr. Davenport has served as a judge pro tem in the San Bernardino Superior Court. Mr. Davenport recently co-authored a book for the Continuing Education of the Bar on the proper use of scientific evidence, is a regular contributor to the *Los Angeles Daily Journal* and has recently been featured in the State Bar’s Ad Campaign, “What Kind of Lawyer Becomes a Certified Specialist?” He also served as a legal consultant on the CBS television series “The Guardian,” an activity which resulted in the drafting of a recurring character for the program named “Scott Davenport.”

In 2006, Mr. Davenport was involved in three United States Supreme Court matters and one matter before the California Supreme Court. In 2007, Mr. Davenport was back in front of the High Court, this time obtaining a summary reversal in *Rettele v. County of Los Angeles*. From 2008 to 2010, Mr. Davenport filed multiple briefs in the California Supreme Court in the Marriage Cases, as well as an Amicus Curiae brief in the Ninth Circuit Court of Appeals in the subsequent constitutional challenge to Proposition 8.

Prior to joining the firm, Mr. Davenport served as a deputy attorney general with the California Department of Justice and as a judicial extern with both the California Court of Appeal and the United States District Court. Based on this background, Mr. Davenport is often called upon to defend the State of California and the California Department of Corrections and Rehabilitation in extraordinary writ petitions venued in the variety of trial and appellate courts throughout the state. Mr. Davenport is also a licensed real estate broker who provides practical advice to the firm’s real estate clients.

In 2011, Mr. Davenport authored a book on workers’ compensation appeals. He regularly presents on the topic of workers’ compensation appeals.

Fluent in Spanish, Mr. Davenport has coached youth baseball and soccer, and is a 32nd degree Mason and a Shriner. Mr. Davenport and his wife of 30 years reside in Huntington Harbor.

Practice Areas

- Appellate Law (Strategy, Writs, & Appeals)

✉ swd@manningllp.com

☎ (213) 624-6900 Ext. 4009

☎ (213) 624-6999

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

July 21, 2021

VIA E-MAIL

Charlotte E. Scott
Assistant County Counsel
Mendocino County Counsel
501 Low Gap Road, Room 1030
Ukiah, CA 95482
scottc@mendocinocounty.org

Re: Request for CV/Fee Schedule

Dear Ms. Scott:

Thank you for considering our office for conflict counsel to represent Sheriff Kendall. Enclosed with this correspondence is a copy of my resume and a copy of my website profile.

I will also provide a brief description of my background and professional experience. I graduated with a degree in Criminal Justice with an eye on pursuing a career in law enforcement. I graduated from the police academy but decided to switch gears and go to law school instead. I have been licensed as an attorney in California since 2013. I was elected as a shareholder of Porter Scott in October 2020.

My practice focuses almost exclusively on representing public entities in civil rights and employment litigation. I have represented numerous law enforcement personnel throughout my career, including Sheriffs from the Counties of Tehama, San Joaquin, Butte, Humboldt, and Sacramento.

Our firm's hourly rates for this matter are as follows:

Shareholder - \$260
Associate - \$230
Paralegal - \$140

Please feel free to contact me if you would like to discuss this matter further. I look forward to the opportunity of working with the County of Mendocino.

///

///

Charlotte E. Scott
July 21, 2021
Page 2

Very truly yours,

PORTER SCOTT
A PROFESSIONAL CORPORATION



By

David R. Norton
Shareholder

DRN/wj
Encl.: As Stated

David R. Norton, Esq.
916-929-1481
dnorton@porterscott.com

EXPERIENCE

Porter Scott, Sacramento, CA

Shareholder, January 1, 2021 – Present

Litigation Associate, November 2013 – January 2015; April 2017 – December 31, 2020

Law Clerk, May 2012 – August 2012, September 2013 – November 2013

- Manage a caseload of 15-20 cases and supervise 3-5 junior associates.
- Advise public entity clients on best policies and practices for a wide variety of subjects, including employment hiring practices and employee discipline, jail policies, and document management.
- Defend public entities in civil rights and employment litigation from the filing of the complaint through trial and appeal.
 - Took and defended 100+ depositions
 - Attended 25+ mediations and settlement conferences and negotiated numerous settlements with opposing counsel.
 - Drafted and argued numerous motions, including discovery motions, dispositive motions, and motions in limine
 - Investigation and discovery, including interviewing witnesses, drafting discovery, and analyzing relevant documents

Boutin Jones Inc., Sacramento, CA

Attorney, Employment Law Group, January 2015 – March 2017

- Represent corporations in single-plaintiff employment discrimination and harassment lawsuits and class action wage and hour claims, as well as provide advice and counseling on employment legal issues that affect the business of our clients.
- Conducted workplace investigation involving alleged unfair hiring practices.
- Drafted and advised clients on employee handbooks and other policies and procedures.
- Researched and analyzed newly passed legislation and recent court opinions and drafted legal memorandums for clients to advise on the impact they will have on their business.

EDUCATION

University of the Pacific, McGeorge School of Law, Sacramento, California (J.D., 2013)

Class Rank: 29/250 (Top 12%)

- Research Assistant for Professor Emily Garcia Uhrig
- Dean's List, 2011 – 2013
- Mock Trial Team, 2011 – 2013
- McGeorge Trial Advocate of the Year, 2013
- First-Year Mock Trial Competition – Winner, 2011

University of Wisconsin – Milwaukee, (B.S. Criminal Justice, 2009)

David R. Norton

Shareholder

With Midwesterner roots, David's values of integrity and dedication initially led him to pursue a career in law enforcement. After graduating from the police academy, David switched his focus from patrolling the streets to defending his clients in the courtroom. David brings the same commitment of service and protection when representing his clients.



☎ (916) 929-1481 ✉ dnorton@porterscott.com

📍 350 University Ave, Suite 200, Sacramento, CA

OVERVIEW

University of the Pacific, McGeorge School of Law (J.D., 2013)

- Graduated with Distinction
- Dean's List (2011-2013)
- Mock Trial Team (2011-2013)
- Trial Advocate of the Year (2013)

University of Wisconsin – Milwaukee (B.S., 2009)

PRACTICE AREAS

Practice Areas

- Police Practices
- Premises Liability
- Public Entities
- Employment

Admitted to Practice

- All California state courts
- United States District Court for the Eastern District of California
- United States District Court for the Northern District of California
- United States District Court for the Central District of California

I am appalled that our Sheriffs Department refuses to allow an audit.
We tax payers demand to know what these cops are doing with our money !
In addition yo our tax monies, they receive funding from other sources as well. Who What Where and Why ?
How much to they take in through civil asset forfeitures ?
Our Sheriff is an elected official, start a recall movement if they don't comply.
James Maddock
5th district

The only body the sheriff's office is accountable to is the civic body who elected them. Sheriff Matt Kendall, if I understand it correctly, was not elected, but appointed. He is beginning to reveal he has something to hide in his refusal to move forward with an independent, 3rd party audit. He is also suing the Board of Sups. His power and lack of transparency are deeply troubling. We the people who make up the civic body that the sheriff's dept IS ACCOUNTABLE TO have made it loud and clear that an independent audit of the sheriff's office be conducted.

The sheriff has complained about "gross-underfunding". The sheriff's dept should never have to be burdened with mental health crises or homeless issues. The sheriff's dept would be better resourced if they could focus on law enforcement and be funded appropriately. Funds for mental health are also grossly underfunded as well as homelessness in our county. These are the reasons it is imperative an independent 3rd party audit be conducted.

As the Board of Supervisors, your role is explicitly to represent and defend the interests of the constituents who elected you, against poor allocation of our tax dollars AND against corruption, NOT to defend or represent the Sheriff's Department.

As your constituent I am demanding accountability of the Sheriff's Department withholding transparency questions. I reside in district 4 and I support the audit and necessary restructuring of the Sheriff Department.

Thank you,
Kyra Rice

Dear Board of Supervisors,

Regarding Agenda Item 8C: You were elected to represent the people not the Sheriff Department. As your constituent I am demanding accountability of the Sheriff Dept. Withholding transparency questions your ability to represent the people who elected you. I reside in the 4th district and I support the audit and necessary restructuring of the Sheriff Department.

Thank you,
LS Wooten

Dear Board of Supervisors,

I am a resident in the 3rd District and am concerned about the accountability of the Sheriff Dept. I believe it needs to provide the people information about its finances and expenditures like any other county department!

I question why the Sheriff resists transparency and insists on opacity! It makes me question what they're hiding. Are you curious, too? Please insist on the Sheriff's Department submitting to an audit and possible restructuring.

Thank you.

Sincerely,

Robin Goldner, Willits

Greetings,

My request is that you fire the sheriff if that's possible.

We didn't vote him in. We voted for Allman who then left.

And this guy isn't working out. Time for him to go.

thanks,

Marigold Klein

Dear Supervisors,

I am writing to express my concern as a taxpayer and resident in District 5. It is unacceptable to continue to allow the Mendocino County Sheriff's Office to spend without any limitations, checks or balances, with expectation that public funds will always make up for any overages. This has repeatedly resulted in an unbalanced budget, which is deeply irresponsible. It is your obligation as the Board of Supervisors to balance the budget, and to work with departments to ensure that the budgets they present and that you approve are realistic and set limits when they are not. I would encourage you all to think about how the voter demographics in Mendocino County are changing, and how your lack of ability to provide responsible budget oversight could impact your ability to be elected in the future. There are many constituents across districts who have been disappointed by your response and ability to manage this issue effectively.

The MCSO has been asked repeatedly to provide data regarding his spending practices and stated needs, and has failed repeatedly. Sheriff Kendall has been unable to speak coherently in public meetings using actual data and evidence to support his budget needs, and has resorted to sensationalized folksy anecdotes, sports analogies and at times what could be perceived as disrespectful conduct in public meetings to make his case. Would the Board of Supervisors allow any other department head to do this and continue to allow them unbridled access to public funds? There was no substantive documented follow up to or changes made from the last audit of the sheriff's office mentioned in the most recent CEO's report. There was no clear statement of the amounts identified or cost savings that resulted from the 2019-20 "comprehensive inventory" of contractual services. While there may be no hope for a balanced budget this year, I would highly recommend requesting a time study across all positions funded through MCSO, as MCSO seems to struggle with organizing and deploying its human resources in a manner that does not result in significant overtime spending. A time study could even be built into a future third party audit.

Regarding Agenda Item 8c, this conflict is a spectacular waste of taxpayer dollars. Regardless, I support the BOS in asking that any attorney hired by Sheriff Kendall not have a current conflict with the County. I have no recommendations other than that I hope the BOS understands its role in stewarding public funds, and that a long-term lack of oversight is what brought us to this place. As someone who advocated in support of an independent audit, I would also like to point out that this legal battle is already shaping up to cost more than what an audit would have.

It is clear that this issue is just one piece of a much larger one regarding spending oversight and program efficacy/how that translates into actual outcomes and impact in our County. As more of these issues are uncovered, I hope the rest of the Board of Supervisors can follow the example of Sup. Williams in setting and holding higher expectations for transparency and effective management of our public funds and programs.

Sincerely,
Miquette Thompson

To the Mendocino Board of Supervisors :

Regarding Agenda Item 8C: You were elected to represent the people of this county not the Sheriff Department. As your constituent I am **demanding accountability** of the Sheriff Dept. I reside in 5 district and I support the audit and necessary restructuring of the Sheriff Department.

Sincerely,
Mr. García

Beloved Supervisor:

I wish to comment on this bizarre idea of the acting sheriff to sue Mendocino County because of perceived conflicts of interest.

Any department, such as the Sheriff's Department, whose budget receives public funds should be required to submit an annual audit to the Board of Supervisors. For example: Behavioral Health, which receives no money from the county's general fund, must complete up to twelve audits a YEAR at the federal and state level to account for spending public money. Behavioral health is just as involved in public safety as law enforcement.

In addition, IT services should be integrated within one county department. Of course this system is in desperate need of update, but the different departments within the county could have certain IT specialists assigned to them. Nevertheless it should be one department and system. For example, if the Stepping Up initiative is ever properly implemented in Mendocino County, there will be a need to track behavioral health clients within the criminal justice system. My understanding is that currently everything has to be done by hand because there is no overall data system. This makes tracking individuals with mental health ailments who could be helped very difficult. If there is a separate IT system for the Sheriff it will remain so.

Finally, as much respect as I have for Sheriff Kendall, it is appalling to entertain the idea of suing one's employer because one can't have what they want. Duncan James and associates should be ashamed for jumping quickly to profit at the public's expense. If there is a problem, good consultation that examines the different perspectives and explores the facts can resolve it. If the parties can't or won't consult, mediation is the proper path. Certainly, spending public dollars on lawyers for a silly turf and ego fight is irresponsible and disrespectful. I hope the parties that be grow up and become responsible adults who can resolve this issue gracefully.

Thank you for your attention,
Jan McGourty, MPA



COAST DEMOCRATS
P.O. Box 592
Fort Bragg, CA 95437-0592

August 2, 2021

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Re: Agenda Item 8 (©) August 3, 2021

By email: bos@mendocino.org

Honorable Members of the Board of Supervisors:

On May 20, 2021, the Coast Democratic Club submitted a letter to you along with other organizations in this County requesting that the Board of Supervisors move to commence an independent and comprehensive audit of the Mendocino County Sheriff's Office (MCSO). Our Club members reside in Supervisorial Districts 4 and 5.

In February 2021, our Club began to look at the issue of government accountability...where is taxpayer money is being spent and how productive is the outcome. We were particularly interested in the budget process at the County level. How are the decisions being made to allocate funds?

Given the amount of dollars allocated to the MCSO and associated elements of the County's law enforcement departments, including the County jail, we considered then and continue to hold that an audit should provide valuable data for decisions on budgeting and allocations of resources. Future decisions on policies regarding law enforcement in the county would be then be supported by measurable means.

The need to make all levels of government transparent and accountable has become more urgent in recent years. This audit should serve as a model for County decision making.

Today, it appears that the Sheriff is resisting any attempt by the Board to assess his departments' needs. Now he would like you to fund a lawsuit against you of his making.

We support your taking leadership in an area where there should be no conflict regarding your authority and responsibility to your constituents.

Sincerely yours,

Karen Bowers

Chair

Coast Democratic Club

August 2, 2021

Mendocino County Board of Supervisors
501 Low Gap Rd.
Ukiah Ca. 95482

Re: Agenda Item 8c

Dear Supervisors,

I am writing in support of Sheriff Kendall. I understand that you have been directed, by Judge Ann Moorman, to vote on whether or not there is a conflict with the Sheriff. I urge you to vote "no conflict". The path you are on, threatening to hold him personally responsible, (as in "lose his house and assets") if he goes over budget, is incomprehensible to me. By voting "no conflict", you can gracefully back out of this reprehensible act. It appears as though this action would not hold up in court as State Law requires, for the purposes of public safety, that Sheriffs' budgets be fully funded. The Sheriff's budget is underfunded. He asked for over 1.1 million in overtime for the upcoming budget. The amount on the budget is zero. Revenues are "estimated" by the executive office and budget line items are discounted based on expected revenue. If those "estimates" come in under what is expected, then there is a budget deficit. Matt Kendall has broad public support and deserves to be treated well by the Board. If you back off from this threatening action, you can help to restore a civil dialogue and a positive working relationship with the Sheriff.

Best regards,

Ron Stark
Albion/Covelo

August 3, 2021

Mendocino County Board of Supervisors
501 Low Gap Rd.
Ukiah Ca. 95482

Re: Agenda Item 8c

Dear Board of Supervisors

I am writing in support of Sheriff Kendall. This lawsuit discussion is a direct result of the threat, by the Board, to Sheriff Kendall, of holding him personally responsible for budget overruns that he has no control over. The BOS is now in a no win situation as this lawsuit, were it to go forward, would be lost by the County. The Board cannot underfund the Sheriff's Office budget if it hampers his investigative authority, as mandated by the State Constitution, and then bill him for any overruns.

The concerns regarding the Sheriffs "lack of transparency" regarding his budget, as expressed by other letter writers, is a red herring. BOS needs to clarify to the public that the budget submitted by the Sherriff is not the budget that ultimately is published. Despite the fact that he asked for 1.1 million in overtime the executive office has listed this number as zero. The executive office estimates revenues and budget line items are discounted based on expected revenues. This has been a longstanding practice by the executive office to underfund the Sheriff's office then work it out later when all the revenues come in. The public assumes that the Sheriff did not request any money for overtime. Even Supervisor Williams seems to be operating under this misconception, as he referenced the zero number for overtime in a Facebook posting. No wonder there is so much confusion.

In my personal dealings with Matt Kendall I have found him to be responsive and honest. My advice to anyone who has concerns about his budget is to ask him directly.

I encourage the Board to vote unanimously for "no conflict" and offer an apology to Sherriff Kendall for putting him in a position that he would need to weigh public safety against losing his house. Nor is it appropriate to try and merge his IT department with the County's due to confidentiality concerns. We need our Sherriff to be focused on his job protecting us. He needs to know that the BOS and CEO are here to to support him.

Sincerely

Marilyn Magoffin
Covelo/ Albion



COAST DEMOCRATS
P.O. Box 592
Fort Bragg, CA 95437-0592

August 2, 2021

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Re: Agenda Item __5b_, August 3, 2021

By email: bos@mendocino.org

Honorable Members of the Board of Supervisors:

On May 20, 2021, the Coast Democratic Club submitted a letter to you along with other organizations in this County requesting that the Board of Supervisors move to commence an independent and comprehensive audit of the Mendocino County Sheriff's Office (MCSO). Our Club members reside in Supervisorial Districts 4 and 5.

In February 2021, our Club began to look at the issue of government accountability...where is taxpayer money is being spent and how productive is the outcome. We were particularly interested in the budget process at the County level. How are the decisions being made to allocate funds?

Given the amount of dollars allocated to the MCSO and associated elements of the County's law enforcement departments, including the County jail, we considered then and continue to hold that an audit should provide valuable data for decisions on budgeting and allocations of resources. Future decisions on policies regarding law enforcement in the county would be then be supported by measurable means.

The need to make all levels of government transparent and accountable has become more urgent in recent years. This audit should serve as a model for County decision making.

Today, it appears that the Sheriff is resisting any attempt by the Board to assess his departments' needs. Now he would like you to fund a lawsuit against you of his making.

We support your taking leadership in an area where there should be no conflict regarding your authority and responsibility to your constituents.

Sincerely yours,

Karen Bowers

Chair

Coast Democratic Club

Thank you for pressing the Sheriff to disclose his budget. If he expects to keep receiving funds he needs to have a semblance of transparency. I am a teacher and many of my families are in dire need of housing or drug treatment. If the sheriff cannot be effective with his budget then the money should go directly to preventing trauma for families in this county.

Thank you.



Mendocino County Board of Supervisors Agenda Summary

Item #: 9a)

To: Board of Supervisors

From: Human Resources

Meeting Date: August 3, 2021

Item Type: Closed Session

Time Allocated for Item: 15 min.

Agenda Title:

Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator - Agency Negotiators:
Carmel J. Angelo, Cherie Johnson and William Schurtz; Employee Organization(s): All

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: Withdrawn

Date: **AUGUST 3, 2021**





Mendocino County Board of Supervisors Agenda Summary

Item #: 9b)

To: Board of Supervisors

From: Human Resources

Meeting Date: August 3, 2021

Item Type: Closed Session

Time Allocated for Item: 15 min.

Agenda Title:

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Ag Commissioner

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status:Continued

Date: **AUGUST 3, 2021**





Mendocino County Board of Supervisors Agenda Summary

Item #: 9c)

To: Board of Supervisors

From: County Counsel

Meeting Date: August 3, 2021

Item Type: Closed Session

Time Allocated for Item: 15 min.

Agenda Title:

Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation:
One Case - Vichy Springs Resort v. City of Ukiah, et al. - SCUk-CVPT-2018-70200-1

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: August 3, 2021

Final Status: **Direction Given to Staff**





Mendocino County Board of Supervisors Agenda Summary

Item #: 4a)

To: Board of Supervisors

From: Executive Office

Meeting Date: August 3, 2021

Department Contact: Carmel J. Angelo

Phone: 463-4441

Department Contact: Atlas Pearson

Phone: 463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Minutes of July 13, 2021 Regular Meeting

Recommended Action/Motion:

Approve minutes of the July 13, 2021 regular meeting.

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: **Approved**

Date: August 3, 2021



GLENN MCGOURTY
1st District
Supervisor

MAUREEN
MULHEREN
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor
Chair

TED WILLIAMS
5th District
Supervisor
Vice-Chair



CARMEL J. ANGELO
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 – July 13, 2021

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. Chair Gjerde presiding.

Staff Present: Carmel J. Angelo, Chief Executive Officer; Janelle Rau, Deputy Chief Executive Officer; Darcie Antle, Assistant Chief Executive Officer; Christian M. Curtis, County Counsel; Atlas M.A. Pearson, Deputy Clerk of the Board; and Deena Gera, Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Atlas M.A. Pearson, Deputy Clerk of the Board.

AGENDA ITEM NO. 3 – PUBLIC EXPRESSION

Presenter/s: Sattie Clark; Sheriff Kendall; Brentt Blaser; Ron Edwards, and Michael Katz.

BOARD RECESS: 9:30 A.M. – 9:45 A.M.

ADJOURNED TO CLOSED SESSION: 9:45 A.M.

9A) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: SIGNIFICANT EXPOSURE TO LITIGATION: ONE CASE

9B) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: SIGNIFICANT EXPOSURE TO LITIGATION: ONE CASE

9C) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: SIGNIFICANT EXPOSURE TO LITIGATION: ONE CASE

9D) PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATOR - AGENCY NEGOTIATORS: CARMEL J. ANGELO, CHERIE JOHNSON, DARCI ANGLE, KRISTEN NEVEDAL AND WILLIAM SCHURIZ; EMPLOYEE ORGANIZATION(S): ALL

9E) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - COUNTY OF MENDOCINO, ET AL. V. AMERISOURCEBERGEN DRUG CORPORATION, ET AL. - CASE NO. 1:18-CV-02712

RECONVENED IN OPEN SESSION: 1:50 P.M.

AGENDA ITEM NO. 9 – REPORT OUT OF CLOSED SESSION

Presenter: Chair Gjerde.

Board Action: With respect to Agenda Items 9a) – 9b) and 9d) – 9e) direction was given to staff. With respect to Agenda Item 9c), the Board of Supervisors unanimously approved entering into a settlement Agreement regarding significant exposure to litigation relating to the installation of utility poles and cable by AT&T along Navarro Ridge Road.

AGENDA ITEM NO. 4 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Chair Gjerde.

Public Comment: None.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that Consent Calendar items 4a) – 4ab) 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

Abstain: 0 – None

4A) APPROVAL OF MINUTES OF JUNE 22, 2021 REGULAR MEETING - SPONSOR: EXECUTIVE OFFICE

Approved;

4B) APPROVAL OF RECOMMENDED APPOINTMENTS/REAPPOINTMENTS

Approved;

1. Janice Marcell, Fourth District Representative, Library Advisory Board;
2. Denise Gorny, Community Representative, Child Care Planning Council;
3. Deborah Fader Samson, Museum Director, Archaeological Commission of Mendocino County;
4. Deborah Fader Samson, Ex-Officio - County Librarian, Library Advisory Board;
5. Tess Albin-Smith, Fourth District Representative, Mendocino County Climate Action Advisory Committee;
6. Cathy Monroe, First District Representative, Mendocino County Climate Action Advisory Committee;
7. Richard Towle, First District Representative, Library Advisory Board;
8. Patty Bruder, Third District Representative, Health and Human Services Agency Advisory Board; and
9. Lynn Zimmermann, Second District Representative, Library Advisory Board.

4C) APPROVAL OF RECOMMENDED SPECIAL DISTRICT APPOINTMENTS/REAPPOINTMENTS

Approved;

1. Juliette Wilcox, Elk County Water District.

4D) APPROVAL OF RETROACTIVE AGREEMENT WITH ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY IN THE AMOUNT OF \$1,298,953 FOR THIRD PARTY MEDICAL CLAIMS AND FLEXIBLE SPENDING ADMINISTRATION AND TO CONTINUE TO LEASE THE BLUE CROSS PREFERRED PROVIDER ORGANIZATION (PPO) NETWORK OF PROVIDERS FOR DISCOUNTED CLAIM COSTS FOR THE COUNTY’S SELF-FUNDED HEALTH PLAN FOR A THREE YEAR TERM, EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2023 - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-140

4E) ADOPTION OF RESOLUTION APPROVING A GRANT FUND OF \$197,620 FROM THE STATE COASTAL CONSERVANCY FOR THE MENDOCINO COUNTY FUELS REDUCTION CAPACITY BUILDING PROJECT – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-098

RESOLUTION NO. 21-098

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING GRANT FUND OF \$197,620 FROM THE STATE COASTAL CONSERVANCY FOR CHIPPER TRUCK PURCHASE

4F) APPROVAL OF THE SECOND AMENDMENT TO AGREEMENT BOS-20-113 WITH NORTH COAST OPPORTUNITIES FOR COVID-19 AWARENESS AND EDUCATION CAMPAIGN SERVICES, INCREASING THE AMOUNT FROM \$153,337 TO \$177,831, EFFECTIVE UPON EXECUTION THROUGH SEPTEMBER 30, 2021 - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 20-113-A2

4G) APPROVAL OF RETROACTIVE AGREEMENT WITH COMMUNITY FOUNDATION OF MENDOCINO COUNTY IN THE AMOUNT OF \$275,000 FOR COVID-19 RELIEF SERVICES, TERM STARTING JUNE 1, 2021 TO DECEMBER 31, 2021 - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-141

4H) APPROVAL OF RETROACTIVE CHANGE ORDER NO. 1 TO BOARD OF SUPERVISORS CONTRACT 21-042 WITH ADAMS COMMERCIAL GENERAL CONTRACTING, INC. IN THE AMOUNT OF \$9,265 FOR A REVISED TOTAL AGREEMENT AMOUNT OF \$305,123 AND AN EXTENSION OF CONTRACT TIME THROUGH JULY 31, 2021 TO ADDRESS ACCESSIBILITY AND OTHER ISSUES FOR THE REGIONAL BEHAVIORAL HEALTH TRAINING CENTER AT 8207 EAST ROAD IN REDWOOD VALLEY - SPONSOR: EXECUTIVE OFFICE

Approved;

4I) APPROVAL OF APPOINTMENTS-IN-LIEU OF ELECTION FOR THE AUGUST 31ST 2021 ALL MAIL SPECIAL DISTRICT ELECTION FOR THE IRISH BEACH WATER DISTRICT AND MENDOCINO COUNTY WATERWORKS DISTRICT 2; AND FURTHER AUTHORIZE ADDITIONAL APPOINTMENTS OF QUALIFIED PERSONS BE MADE FOR THOSE DISTRICTS THAT DID NOT HAVE THE SUFFICIENT NUMBER OF CANDIDATES – SPONSOR: ASSESSOR/CLERK-RECORDER

Approved;

4J) ADOPTION OF RESOLUTION APPROVING THE COUNTY OF MENDOCINO TO ESTABLISH AN ELECTRONIC RECORDING DELIVERY SYSTEM – SPONSOR: ASSESSOR/CLERK-RECORDER

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-099

RESOLUTION NO. 21-099

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE COUNTY OF MENDOCINO TO ESTABLISH AN ELECTRONIC RECORDING DELIVERY SYSTEM

4K) ADOPTION OF TWO (2) RESOLUTIONS ESTABLISHING THE PROPOSITION 4 GANN SPENDING LIMIT APPROPRIATIONS FOR THE COUNTY OF MENDOCINO AND SPECIAL DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS FOR FISCAL YEAR 2021-22 – SPONSOR: AUDITOR-CONTROLLER

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-100; Resolution 21-101

RESOLUTION NO. 21-100

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ESTABLISHING THE APPROPRIATIONS LIMIT FOR SPECIAL DISTRICTS GOVERNED BY THE MENDOCINO COUNTY BOARD OF SUPERVISORS FOR FISCAL YEAR 2021-22

RESOLUTION NO. 21-101

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE COUNTY OF MENDOCINO FOR FISCAL YEAR 2021-22

4L) ADOPTION OF RESOLUTION ESTABLISHING BEHAVIORAL HEALTH AND RECOVERY SERVICES AS PUBLIC CONSERVATOR AND AGENCY DESIGNATED TO PROVIDE CONSERVATORSHIP INVESTIGATION UNDER THE LANTERMAN-PETRIS-SHORT ACT – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-102

RESOLUTION NO. 21-102

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ESTABLISHING BEHAVIORAL HEALTH AND RECOVERY SERVICES OF MENDOCINO COUNTY AS PUBLIC CONSERVATOR AND AGENCY DESIGNATED TO PROVIDE CONSERVATORSHIP INVESTIGATION UNDER THE REQUIREMENTS OF THE LANTERMAN-PETRIS-SHORT ACT

4M) APPROVAL OF RETROACTIVE AGREEMENT WITH NATIONAL ALLIANCE ON MENTAL ILLNESS MENDOCINO IN THE AMOUNT OF \$57,000 TO PROVIDE MENTAL HEALTH SERVICES ACT, PREVENTION AND EARLY INTERVENTION FUNDED PROGRAMS, EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2022 – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-142

4N) APPROVAL OF RETROACTIVE AGREEMENT WITH CONSOLIDATED TRIBAL HEALTH PROJECT IN THE AMOUNT OF \$107,000 TO PROVIDE MENTAL HEALTH SERVICES ACT, PREVENTION AND EARLY INTERVENTION AND COMMUNITY SERVICES AND SUPPORTS PROGRAMS TO NATIVE AMERICAN COMMUNITIES, EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2022 – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-143

4O) APPROVAL OF RETROACTIVE AMENDMENT TO AGREEMENT NO. BOS 21-011 WITH REDWOOD QUALITY MANAGEMENT COMPANY IN THE AMOUNT OF \$451,750 FOR A NEW TOTAL OF \$1,191,750 TO PROVIDE DIRECT SERVICE, FACILITATION, ADMINISTRATION, AND PARTICIPANT-SPECIFIC DATA FOR THE COUNTY OF MENDOCINO, WHOLE PERSON CARE PILOT PROJECT, EFFECTIVE JANUARY 1, 2021 THROUGH AND NEW END DATE OF DECEMBER 31, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-011-A1

4P) ADOPTION OF RESOLUTION AUTHORIZING A TITLE CHANGE AND SALARY REVISION OF GENERAL SERVICES AGENCY DIRECTOR, SALARY NO. D46B TO DIRECTOR GENERAL SERVICES AGENCY, SALARY NO. 6298; RE-ESTABLISHMENT OF THE CLASSIFICATION OF DIRECTOR SOCIAL SERVICES, SALARY NO. 6214 AND AMENDING POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 5010 - ADD 1.0 FTE DIRECTOR SOCIAL SERVICES – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-103

RESOLUTION NO. 21-103

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

4Q) ADOPTION OF RESOLUTION ADOPTING THE CLASSIFICATION OF CASEWORKER, SALARY NO. 2310 AND AMENDING POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 2080 - ADD 1.0 FTE (TEMPORARY GRANT FUNDED) CASEWORKER – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-104

RESOLUTION NO. 21-104

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

4R) ADOPTION OF RESOLUTION AMENDING POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 5020 - DELETE 1.0 FTE DEPARTMENT ANALYST II, 1.0 FTE SENIOR DEPARTMENT ANALYST, 1.0 FTE STAFF SERVICES ADMINISTRATOR; BUDGET UNIT 1020 - ADD 2.0 FTE DEPARTMENT ANALYST II - CONFIDENTIAL, 1.0 FTE SENIOR ADMINISTRATIVE ANALYST – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-105

RESOLUTION NO. 21-105

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

4S) AUTHORIZATION OF THE ISSUANCE OF ADMINISTRATIVE COASTAL DEVELOPMENT PERMIT (CDP_2021-0003) TO CONVERT AN EXISTING GARAGE/GUEST COTTAGE WITH ATTACHED DECK TO A MULTI-STORY SINGLE FAMILY RESIDENCE LOCATED AT 44435 LITTLE RIVER AIRPORT ROAD LITTLE RIVER APN: 121-310-36 – SPONSOR: PLANNING AND BUILDING SERVICES

Approved;

4T) AUTHORIZATION OF THE ISSUANCE OF ADMINISTRATIVE COASTAL DEVELOPMENT PERMIT (CDP_2021-0001) TO CONSTRUCT A 1,680 SQUARE FOOT SINGLE FAMILY DWELLING WITH AN ATTACHED DECK, AND ASSOCIATED INFRASTRUCTURE, AND CONNECTION TO UTILITIES; LOCATED AT: 41301 SEASCAPE DRIVE, WESTPORT; APN: 013-830-02 – SPONSOR: PLANNING AND BUILDING SERVICES

Approved;

4U) ADOPTION OF RESOLUTION AUTHORIZING MENDOCINO COUNTY CHIEF PROBATION OFFICER TO SUBMIT GRANT APPLICATION FOR STATE OF CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) YOUTH PROGRAMS AND FACILITIES GRANT PROGRAM IN AN AMOUNT OF \$167,529, TO SUPPORT INFRASTRUCTURE AND IMPROVEMENTS TO PROGRAMS, SERVICES, OR FACILITIES SERVING YOUTH WHO ARE REALIGNED AS A RESULT OF THE CLOSURE OF THE DIVISION OF JUVENILE JUSTICE (DJJ) – SPONSOR: PROBATION

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-106

RESOLUTION NO. 21-106

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS FOR AUTHORITY TO BE GRANTED TO THE CHIEF PROBATION OFFICER TO SUBMIT THE GRANT PROPOSAL FOR THE YOUTH PROGRAMS AND FACILITIES GRANT PROGRAM AND TO SIGN ALL GRANT RELATED DOCUMENTS AND AMENDMENTS THEREAFTER

4V) APPROVAL OF RETROACTIVE AGREEMENT WITH IN-CUSTODY TRANSPORTATION, INC. IN THE AMOUNT OF \$450,000 TO PROVIDE PRISONER TRANSPORTATION SERVICES FOR THE MENDOCINO COUNTY JAIL FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2026 – SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-144

4W) APPROVAL OF RETROACTIVE AGREEMENT WITH ARMOROUS IN THE AMOUNT OF \$400,000 TO PROVIDE SECURITY GUARD SERVICES FOR INMATES TEMPORARILY HOUSED IN FACILITIES OTHER THAN THE MENDOCINO COUNTY JAIL FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2025 – SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-145

4X) APPROVAL OF RETROACTIVE REVENUE AGREEMENT WITH THE DEPARTMENT OF STATE HOSPITALS IN THE AMOUNT OF \$2,879,097 FOR THE ADMINISTRATION OF A JAIL-BASED COMPETENCY TREATMENT PROGRAM AT THE MENDOCINO COUNTY JAIL FOR THE PERIOD OF MAY 1, 2021 THROUGH JUNE 30, 2024 – SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Interim Agreement *21-146

4Y) APPROVAL OF RETROACTIVE AGREEMENT WITH ARMOROUS IN THE AMOUNT OF \$25,000 TO PROVIDE SECURITY PERSONNEL SERVICES ON A STAND-BY BASIS FOR INMATES RECEIVING MEDICAL CARE OUTSIDE OF THE MENDOCINO COUNTY JAIL EFFECTIVE MAY 11, 2021 THROUGH JUNE 30, 2021 – SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-147

4Z) APPROVAL OF RETROACTIVE AGREEMENT WITH TAMARACK MANAGEMENT IN THE AMOUNT OF \$69,500 TO PREPARE THE MENDOCINO COUNTY EMERGENCY OPERATIONS PLAN AND SUPPORT ANNEXES FOR THE OFFICE OF EMERGENCY SERVICES FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022 – SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-148

4AA) ADOPTION OF RESOLUTION APPROVING AND LEVYING A SPECIAL TAX FOR FISCAL YEAR 2021-2022 IN THE AMOUNT OF \$48.49 ON EACH PARCEL WITHIN THE LAKEWOOD LIGHTING DISTRICT OF MENDOCINO COUNTY (UKIAH AREA) – SPONSOR: TRANSPORTATION

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-107

RESOLUTION NO. 21-107

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AND LEVYING A SPECIAL TAX FOR FISCAL YEAR 2021-2022 IN THE AMOUNT OF \$48.49 ON EACH PARCEL WITHIN THE LAKEWOOD LIGHTING DISTRICT OF MENDOCINO COUNTY (UKIAH AREA)

4AB) ADOPTION OF RESOLUTION APPROVING AMENDMENT NUMBER 3 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 19-004/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 180073, FOR PROFESSIONAL ENGINEERING SERVICES WITH BRELJE & RACE CONSULTING ENGINEERS, FOR AN ADDITIONAL AMOUNT OF \$95,000 FOR REDWOOD VALLEY WATER INFRASTRUCTURE RETROFIT PROJECT ENGINEERING SERVICES FOR THE TERM STARTING UPON EXECUTION OF THIS AGREEMENT THROUGH DECEMBER 31, 2023, AND AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO SIGN ANY AND ALL AMENDMENTS TO THE AGREEMENT NOT EXCEEDING \$30,000 (REDWOOD VALLEY AREA) – SPONSOR: TRANSPORTATION

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-108; Agreement 19-004-A1

RESOLUTION NO. 21-108

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT NUMBER 3 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 19-004/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 180073, FOR PROFESSIONAL ENGINEERING SERVICES WITH BRELJE & RACE CONSULTING ENGINEERS, FOR AN ADDITIONAL AMOUNT OF \$95,000 FOR REDWOOD VALLEY WATER INFRASTRUCTURE RETROFIT PROJECT ENGINEERING SERVICES FOR THE TERM STARTING UPON EXECUTION OF THIS AGREEMENT THROUGH DECEMBER 31, 2023, AND AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO SIGN ANY AND ALL AMENDMENTS TO THE AGREEMENT NOT EXCEEDING \$30,000 (REDWOOD VALLEY AREA)

5A) PRESENTATION OF THE 2021 SPRING SUPERVISOR/MANAGEMENT ACADEMY GRADUATES – SPONSOR: HUMAN RESOURCES

Presenter/s: William Schurtz, Director, Human Resources.

Public Comment: None.

Board Action: No Action Taken.

~~5B) DISCUSSION AND POSSIBLE ACTION INCLUDING APPROVAL OF AMENDMENT OF THE BOARD OF SUPERVISORS 2021 MASTER MEETING SCHEDULE ADDING A POTENTIAL REGULAR MEETING ON AUGUST 10, 2021, AND CANCELLING A REGULAR MEETING ON AUGUST 3, 2021, AND/OR OTHER DATES AS DIRECTED BY THE BOARD – SPONSOR: CLERK OF THE BOARD~~

Withdrawn.

5D) DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF RESOLUTION AUTHORIZING DEPARTMENT OF TRANSPORTATION TO AUTHORIZE, FOR AN AMOUNT GREATER THAN PREVIOUSLY AUTHORIZED, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 200055 BID ADDITIVES 1 AND 2, FOR THE RECONSTRUCTION AND WIDENING OF EAST SIDE POTTER VALLEY ROAD, COUNTY ROAD 240, MILEPOST 4.95 TO 5.09 AND MILEPOST 6.37 TO 6.58 (POTTER VALLEY AREA) – SPONSOR: TRANSPORTATION

Presenter/s: Howard Dashiell, Director, Department of Transportation.

Public Comment: None.

Board Directive: GENERAL CONSENSUS OF THE BOARD to continue this item to August 3rd, 2021.

Board Action: No Action Taken.

5C) DISCUSSION AND POSSIBLE ACTION INCLUDING AN UPDATE ASSOCIATED WITH THE NOVEL CORONAVIRUS (COVID-19); AND PROVIDE POSSIBLE DIRECTION REGARDING ESSENTIAL SERVICES IN MENDOCINO COUNTY, OPERATIONAL PREPARATION AND RESPONSE, AND ASSOCIATED COUNTYWIDE ECONOMIC IMPACTS – SPONSOR: PUBLIC HEALTH

Presenter/s: Dr. Andrew Coren, Health Officer.

Public Comment: Rachelle Davis; Mikayla Wagenser; Michelle Roar; and Taj Ibarra.

Board Action: No Action Taken.

5E) NOTICED PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF RESOLUTION AMENDING THE EXHIBIT X - MASTER FEE SCHEDULE EFFECTIVE AUGUST 15, 2021 FOR PROBATION, JUVENILE HALL, ANIMAL CARE, CLERK-RECORDER, AND CANNABIS MANAGEMENT UNIT– SPONSOR: EXECUTIVE OFFICE

Continued to July 19, 2021.

5H) DISCUSSION AND POSSIBLE ACTION INCLUDING EXPLANATION OF THREE POSSIBLE METHODOLOGIES FOR THE REDISTRICTING PROCESS; AND DIRECTION TO STAFF TO (1) ESTABLISH A STAFF-BASED ADVISORY COMMISSION OR (2) APPOINT A CITIZEN INDEPENDENT REDISTRICTING COMMISSION OR (3) APPOINT A HYBRID REDISTRICTING COMMISSION – SPONSORS: EXECUTIVE OFFICE AND COUNTY COUNSEL

Continued to July 19, 2021.

6A) SUPERVISOR'S REPORTS

6B) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF UPDATE FROM THE DROUGHT TASK FORCE AD HOC COMMITTEE – SPONSORS: DROUGHT TASK FORCE AD HOC COMMITTEE OF SUPERVISORS HASCHAK AND MCGOURTY

Presenter/s: Supervisor McGourty; Supervisor Haschak; and Josh Metz, Consultant, Regional Government Services Authority.

Public Comment: None.

Board Action: No Action Taken.

BOARD RECESS: 3:40 P.M. – 3:51 P.M.

5F) DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF URGENCY ORDINANCE FOR ALLOWING AND ESTABLISHING REQUIREMENTS FOR TEMPORARY INSTALLATION AND USE OF WATER TANKS DURING THE 2021 DROUGHT EMERGENCY – SPONSORS: COUNTY COUNSEL AND PLANNING & BUILDING SERVICES

Presenter/s: Supervisor McGourty; Supervisor Haschak; and Josh Metz, Consultant, Regional Government Services Authority.

Public Comment: None.

Board Action: Upon motion by Supervisor McGourty, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors adopts Urgency Ordinance Allowing and Establishing Requirements for Temporary Installation and Use of Water Tanks during the 2021 Drought Emergency; 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

5G) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF PRESENTATION REGARDING COUNTY ROAD DUST SUPPRESSION PROGRAM - DUST-OFF (LAYTONVILLE AREA) – SPONSOR: TRANSPORTATION

Presenter/s: Howard Dashiell, Director, Department of Transportation; and Carmel J. Angelo, Chief Executive Officer.

Public Comment: Jessica Graham.

Board Action: No Action Taken.

5I) DISCUSSION AND POSSIBLE ACTION REGARDING ANNUAL REPORT OF EMERGENCY MEDICAL SERVICES (EMS) IN MENDOCINO COUNTY, INCLUDING LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA) UPDATE AND PACIFIC GAS AND ELECTRIC SETTLEMENT PROPOSAL REQUEST– SPONSORS: HEALTH AND HUMAN SERVICES AGENCY AND EXECUTIVE OFFICE

Presenter/s: Carmel J. Angelo, Chief Executive Officer; Theresa Gowan, Med-Star; Bekkie Emery, Assistant Director and EMS Liaison, Health and Human Services Agency; and Jen Banks, Emergency Services Coordinator, Coastal Valley EMS.

Public Comment: None.

Board Action: No Action Taken.

5J) CHIEF EXECUTIVE OFFICER'S REPORT – SPONSOR: EXECUTIVE OFFICE

Presenters: Carmel J. Angelo, Chief Executive Officer; and Kristin Nevedal, Manager, Cannabis Program.

Public Comment: Michael Katz; and Ron Edwards.

Board Directive: GENERAL CONSENSUS OF THE BOARD to direct the CEO to work with the Sheriff, as well as the Sheriff's Office Budget Ad Hoc composed of Supervisors McGourty and Williams, to bring forward an item regarding findings and recommendations from the Sheriff's Office Efficiency Audit conducted 10 years ago.

Board Directive: GENERAL CONSENSUS OF THE BOARD to direct staff to come back with an item regarding fully staffing the Cannabis Program.

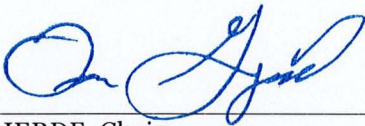
Board Action: No Action Taken.

5K) ~~DISCUSSION AND POSSIBLE ACTION INCLUDING REVIEW, ADOPTION, AMENDMENT, CONSIDERATION OR RATIFICATION OF LEGISLATION PURSUANT TO THE ADOPTED LEGISLATIVE PLATFORM – SPONSOR: EXECUTIVE OFFICE~~

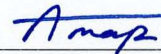
Withdrawn.

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 6:06 P.M.

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



DAN GJERDE, 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 #: 4b)

To: Board of Supervisors

From: Executive Office

Meeting Date: August 3, 2021

Department Contact: Carmel J. Angelo

Department Contact: Atlas Pearson

Phone: 463-4441

Phone: 463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Minutes of July 19, 2021 Limited Meeting

Recommended Action/Motion:

Approve minutes of the July 19, 2021 limited meeting.

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: August 3, 2021

Final Status: **Approved**



GLENN MCGOURTY
1st District
Supervisor

MAUREEN
MULHEREN
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor
Chair

TED WILLIAMS
5th District
Supervisor
Vice-Chair



CARMEL J. ANGELO
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 – July 19, 2021

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 1:00 P.M.)

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

Staff Present: Darcie Antle, Assistant Chief Executive Officer; Christian M. Curtis, County Counsel; Atlas M.A. Pearson, Deputy Clerk of the Board; Deena Gera, Deputy Clerk of the Board; and Lindsey Daugherty, Senior Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Christian M. Curtis.

AGENDA ITEM NO. 3 – PUBLIC EXPRESSION

Presenter/s: Trey Strickland; Marlayna Burbonnais; Scott Ward; Ron Edwards; and Monique Ramirez.

Board Directive: GENERAL CONSENSUS OF THE BOARD to direct County Counsel to work with Environmental Health staff to bring an item back as soon as possible in regards to ministerial permits related to chapter 22.18.

6A) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF UPDATE FROM CANNABIS PROGRAM ON CANNABIS WATER USE – SPONSORS: SUPERVISOR MCGOURTY AND CANNABIS PROGRAM

Presenter/s: Kristin Nevedal, Manager, Cannabis Program; Van Butsic, Berkeley Cannabis Research Center; and Christopher Dillis, Berkeley Cannabis Research Center.

Public Comment: Michael Katz.

Board Action: Upon motion by Supervisor McGourty, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors accepts update from Cannabis Program on Cannabis Water Use and use the presentation as a reference document going forward. 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

5A) DISCUSSION AND POSSIBLE ACTION REGARDING THE CREATION OF A PUBLIC SAFETY ADVISORY BOARD OR ALTERNATIVE; AND ADOPTION OR AMENDMENT OF ORDINANCE ADDING CHAPTER 2.39 OF THE COUNTY CODE CREATING A PUBLIC SAFETY ADVISORY BOARD – SPONSOR: COUNTY COUNSEL

Presenter/s: Christian M. Curtis, County Counsel.

Public Comment: Zohar Zied.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors adopts the Ordinance Adding Chapter 2.39 of the County Code Creating a Public Safety Advisory Board; 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

ORDINANCE 4495

AN ORDINANCE ADDING CHAPTER 2.39 TO TITLE 2 OF THE MENDOCINO COUNTY CODE ENTITLED PUBLIC SAFETY ADVISORY BOARD

BOARD RECESS: 2:43 P.M. – 3:00 P.M.

5B) NOTICED PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF RESOLUTION AMENDING THE EXHIBIT X - MASTER FEE SCHEDULE EFFECTIVE AUGUST 15, 2021 FOR PROBATION, ANIMAL CARE, CLERK-RECORDER, AND CANNABIS MANAGEMENT UNIT (CONTINUED FROM JULY 13, 2021) – SPONSOR: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Assistant Chief Executive Officer; Tim Hallman, Principal Analyst, Executive Office; Kristin Nevedal, Manager, Cannabis Program; and Izen Locatelli, Chief Probation Officer.

Public Comment: Michael Katz; Ron Edwards; Paul Hansbury; Susan Tibbon; and Monique Ramirez.

Board Directive: GENERAL CONSENSUS OF THE BOARD to Direct staff to establish an affidavit as a lower cost option for renewal applicants who have made no changes to their application and bring it back at the next fee hearing.

Board Directive: GENERAL CONSENSUS OF THE BOARD to Direct staff to bring back a proposed spending plan for the 18 million in State Funding to the board prior to the next fee hearing in December.

Board Directive: GENERAL CONSENSUS OF THE BOARD to Direct Cannabis Program staff and the Cannabis Ad Hoc Committee work together regarding the renewal and tax appeal fees, to be brought back in December.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors adopts Resolution amending Exhibit X - Master Fee Schedule effective August 15, 2021 for Probation, Animal Care, Clerk-Recorder, and Cannabis Management Unit; 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

5C) DISCUSSION AND POSSIBLE ACTION INCLUDING EXPLANATION OF THREE POSSIBLE METHODOLOGIES FOR THE REDISTRICTING PROCESS; AND DIRECTION TO STAFF TO (1) ESTABLISH A STAFF-BASED ADVISORY COMMISSION OR (2) APPOINT A CITIZEN INDEPENDENT REDISTRICTING COMMISSION OR (3) APPOINT A HYBRID REDISTRICTING COMMISSION (CONTINUED FROM JULY 13, 2021) – SPONSORS: EXECUTIVE OFFICE AND COUNTY COUNSEL

Presenter/s: Steve Dunncliff, Deputy Chief Executive Officer; Charlotte Scott, Deputy County Counsel; Leif Farr, GIS Administrator.

Public Comment: Paula Cohen.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors directs staff to appoint a citizen independent redistricting commission comprised of one member from each Supervisorial District. The motion carried by the following vote:

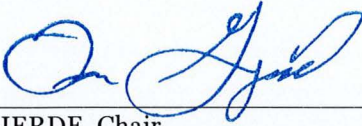
Aye: 5 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, Supervisor Gjerde and Supervisor Williams

No: 0 – None

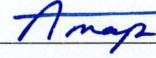
Absent: 0 – None

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 4:38 P.M.

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



DAN GJERDE, 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 #: 4c)

To: Board of Supervisors

From: Executive Office

Meeting Date: August 3, 2021

Department Contact: Carmel J. Angelo

Phone: 463-4441

Department Contact: Atlas Pearson

Phone: 463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Minutes of July 20, 2021 Regular Meeting

Recommended Action/Motion:

Approve minutes of the July 20, 2021 regular meeting.

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: **Approved**

Date: August 3, 2021



GLENN MCGOURTY
1st District
Supervisor

MAUREEN
MULHEREN
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor
Chair

TED WILLIAMS
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Supervisor
Vice-Chair



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CHRISTIAN M. CURTIS
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MENDOCINO COUNTY BOARD OF SUPERVISORS

ACTION MINUTES – July 20, 2021

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 9:01 A.M.)

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

Staff Present: Darcie Antle, Assistant Chief Executive Officer; Christian M. Curtis, County Counsel; Atlas M.A. Pearson, Deputy Clerk of the Board; and Deena Gera, Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Chair Gjerde.

AGENDA ITEM NO. 3 – PUBLIC EXPRESSION

Presenter/s: Rachel Powell.

AGENDA ITEM NO. 4 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Chair Gjerde.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor McGourty, IT IS ORDERED that Consent Calendar items 4a) – 4t) 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

Abstain: 0 – None

4A) APPROVAL OF RECOMMENDED APPOINTMENTS/REAPPOINTMENTS

Approved;

1. Holm Kappler, Member, Mendocino Historical Review Board;
2. Elizabeth Cameron, Arts Organization/Attractions Member, Mendocino County Tourism Commission; and
3. Camille Schraeder, Children’s System of Care Representative, Health and Human Services Agency Advisory Board.

4B) ADOPTION OF PROCLAMATION RECOGNIZING JULY 18 - 24, 2021 AS PROBATION SERVICES WEEK IN MENDOCINO COUNTY – SPONSORS: PROBATION, SUPERVISOR GJERDE, AND SUPERVISOR HASCHAK

Adopted;

4C) ADOPTION OF RESOLUTION GRANTING PERMISSION FOR THE MENDOCINO COUNTY FAIR AND APPLE SHOW TO HOLD A PARADE ON SUNDAY, SEPTEMBER 19, 2021, BETWEEN 12:00 P.M. AND 1:30 P.M. ALONG HIGHWAY 128 IN BOONVILLE - SPONSOR: SUPERVISORS WILLIAMS

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-110

RESOLUTION NO. 21-110

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REQUESTING THAT THE CALIFORNIA DEPARTMENT OF TRANSPORTATION GRANT ITS PERMISSION FOR THE MENDOCINO COUNTY FAIR AND APPLE SHOW PARADE IN BOONVILLE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION AND CALIFORNIA HIGHWAY PATROL'S JOINT POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAY RIGHTS-OF-WAYS

4D) ADOPTION OF RESOLUTION DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO THE MULTIPLE SEPTEMBER 2020 FIRES INCLUDING; AUGUST COMPLEX, OAK FIRE AND HOPKINS FIRE, AS PROCLAIMED BY THE CHIEF EXECUTIVE OFFICER/DIRECTOR OF EMERGENCY SERVICES AND DECLARING THE CONTINUATION OF A LOCAL HEALTH EMERGENCY AS PROCLAIMED BY THE HEALTH OFFICER – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-111

RESOLUTION NO. 21-111

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO SEPTEMBER 2020 FIRES AS PROCLAIMED BY THE CHIEF EXECUTIVE OFFICER/DIRECTOR OF EMERGENCY SERVICES AND REAFFIRMING THE EXISTENCE OF A LOCAL HEALTH EMERGENCY AS PROCLAIMED BY THE HEALTH OFFICER

4E) ADOPTION OF A 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 - SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-112

RESOLUTION NO. 21-112

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

4F) ADOPTION OF RESOLUTION DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO THE OCTOBER WIND EVENTS AND CORRESPONDING PACIFIC GAS AND ELECTRIC PUBLIC SAFETY POWER SHUTOFF EVENTS ON OCTOBER 23, 2019, OCTOBER 26, 2019 AND OCTOBER 29, 2019, IN MENDOCINO COUNTY AS PROCLAIMED BY THE CHIEF EXECUTIVE OFFICER/DIRECTOR OF EMERGENCY SERVICES - SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-113

RESOLUTION NO. 21-113

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RATIFYING THE DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO THE OCTOBER 2019 WIND EVENTS

4G) APPROVAL OF LETTER OF SUPPORT TO THE CALIFORNIA FIRE SAFE COUNCIL AUTHORIZING MENDOCINO COUNTY FIRE SAFE COUNCIL TO APPLY FOR THE ONE-TIME ALLOCATION IN THE AMOUNT OF \$175,000 FROM THE 2021 CALIFORNIA FIRE SAFE COUNCIL COUNTY COORDINATORS GRANT PROJECT ON BEHALF OF MENDOCINO COUNTY - SPONSOR: EXECUTIVE OFFICE

Approved;

4H) APPROVAL OF AGREEMENT WITH ACTION NETWORK IN THE AMOUNT OF \$88,000 TO PROVIDE MENTAL HEALTH SERVICES ACT FUNDED PROGRAMS MEETING SERVICE CRITERIA FOR PREVENTION AND EARLY INTERVENTION, COMMUNITY SERVICES AND SUPPORTS, AND OUTREACH FOR EARLY RECOGNITION OF MENTAL ILLNESS, EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2022 - SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-149

4I) APPROVAL OF RETROACTIVE AGREEMENT WITH TULARE COUNTY SUPERINTENDENT OF SCHOOLS/CALIFORNIA FRIDAY NIGHT LIVE PARTNERSHIP IN THE AMOUNT OF \$5,500 TO IMPLEMENT ONE SUBSTANTIAL, COMPREHENSIVE TOBACCO PREVENTION ADVOCACY PROJECT, EFFECTIVE SEPTEMBER 15, 2020 THROUGH JUNE 30, 2021 – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-150

4J) APPROVAL OF RETROACTIVE SECOND AMENDMENT TO BOS AGREEMENT NO. 21-056 WITH LEFT COAST SEAFOOD MARKETPLACE, LLC IN THE AMOUNT \$130,000 FOR A NEW TOTAL OF \$330,000 TO PROVIDE MEALS TO HOMEBOUND SENIORS IN THE UKIAH AREA DUE TO THE COVID-19 PANDEMIC THROUGH THE GREAT PLATES DELIVERED PROGRAM, EFFECTIVE APRIL 6, 2021 THROUGH A NEW END DATE OF JULY 9, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-056-A1

4K) APPROVAL OF RETROACTIVE THIRD AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NO. 21-049 WITH ROCK SEAS, LLC IN THE AMOUNT \$120,000 FOR A NEW TOTAL OF \$420,000 TO PROVIDE MEALS TO HOMEBOUND SENIORS IN THE HOPLAND AND ANDERSON VALLEY AREAS DUE TO THE COVID-19 PANDEMIC THROUGH THE GREAT PLATES DELIVERED PROGRAM, EFFECTIVE MARCH 23, 2021 THROUGH A NEW END DATE OF JULY 9, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-049-A1

4L) APPROVAL OF RETROACTIVE SIXTH AMENDMENT TO AGREEMENT NO. PH-20-043, PA NO. 21-54 WITH ANGELINA'S BAR AND GRILL IN THE AMOUNT OF \$85,000 FOR A NEW TOTAL OF \$555,000 TO PROVIDE MEALS TO HOMEBOUND SENIORS IN THE AREA OF FORT BRAGG DUE TO THE COVID-19 PANDEMIC THROUGH THE GREAT PLATES DELIVERED PROGRAM, EFFECTIVE SEPTEMBER 14, 2020 THROUGH A NEW END DATE OF JULY 9, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-022-A2

4M) APPROVAL OF RETROACTIVE SEVENTH AMENDMENT TO AGREEMENT NO. PH-20-042, PA 21-101 WITH PATRONA RESTAURANT IN THE AMOUNT OF \$250,000 FOR A NEW TOTAL OF \$1,505,000 TO PROVIDE MEALS TO HOMEBOUND SENIORS IN THE UKIAH AREA DUE TO THE COVID-19 PANDEMIC THROUGH THE GREAT PLATES DELIVERED PROGRAM, EFFECTIVE DECEMBER 10, 2020 THROUGH A NEW END DATE OF JULY 9, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-021-A3

4N) APPROVAL OF RETROACTIVE ELEVENTH AMENDMENT TO AGREEMENT NO. PH-19-083, PA NO. 20-129 WITH EGGHEAD'S RESTAURANT IN THE AMOUNT OF \$70,000 FOR A NEW TOTAL OF \$712,500 TO PROVIDE MEALS TO HOMEBOUND SENIORS IN THE AREA OF FORT BRAGG DUE TO THE COVID-19 PANDEMIC THROUGH THE GREAT PLATES DELIVERED PROGRAM, EFFECTIVE MAY 21, 2020 THROUGH A NEW END DATE OF JULY 9, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 20-106-A5

4O) APPROVAL OF RETROACTIVE TWELFTH AMENDMENT TO AGREEMENT NO. PH-19-081, PA No. 20-128 WITH WILD FISH RESTAURANT IN THE AMOUNT OF \$420,000 FOR A NEW TOTAL OF \$3,473,500 TO PROVIDE MEALS TO HOMEBOUND SENIORS IN THE COASTAL AREAS IN MENDOCINO COUNTY AND THE ANDERSON VALLEY AREA DUE TO THE COVID-19 PANDEMIC THROUGH THE GREAT PLATES DELIVERED PROGRAM, EFFECTIVE MAY 21, 2020 THROUGH A NEW END DATE OF JULY 9, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 20-107-A5

4P) APPROVAL OF RETROACTIVE THIRTEENTH AMENDMENT TO AGREEMENT NO. PH-19-080, PA No. 20-126, WITH CUCINA VERONA IN THE AMOUNT OF \$250,000 FOR A NEW TOTAL OF \$2,880,500 TO PROVIDE MEALS TO HOMEBOUND SENIORS IN THE FORT BRAGG AREA DUE TO THE COVID-19 PANDEMIC THROUGH THE GREAT PLATES DELIVERED PROGRAM, EFFECTIVE MAY 12, 2020 THROUGH A NEW END DATE OF JULY 9, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 20-075-A6

4Q) APPROVAL OF RETROACTIVE THIRTEENTH AMENDMENT TO AGREEMENT NO. PH-19-079, PA No. 20-124 WITH UKIAH BREWING COMPANY IN THE AMOUNT OF \$340,000 FOR A NEW TOTAL OF \$3,551,500 TO PROVIDE MEALS TO HOMEBOUND SENIORS IN THE UKIAH AND WILLITS AREA DUE TO THE COVID-19 PANDEMIC THROUGH THE GREAT PLATES DELIVERED PROGRAM, EFFECTIVE MAY 11, 2020 THROUGH A NEW END DATE OF JULY 9, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 20-073-A6

4R) APPROVAL OF RETROACTIVE THIRTEENTH AMENDMENT TO AGREEMENT NO. PH-19-078, PA No. 20-125 WITH MENDOCINO CAFE IN THE AMOUNT OF \$180,000 FOR A NEW TOTAL OF \$1,957,380 TO PROVIDE MEALS TO HOMEBOUND SENIORS IN THE TOWN OF MENDOCINO, CA AND THE SURROUNDING AREA DUE TO THE COVID-19 PANDEMIC THROUGH THE GREAT PLATES DELIVERED PROGRAM, EFFECTIVE MAY 12, 2020 THROUGH A NEW END DATE OF JULY 9, 2021 (ORIGINAL END DATE JUNE 30, 2021) – SPONSOR: HEALTH AND HUMAN SERVICES AGENCY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 20-074-A6

4S) ADOPTION OF RESOLUTION AMENDING POSITION ALLOCATION TABLE AS FOLLOWS: TRANSFER FROM BUDGET UNIT 7110 TO BUDGET UNIT 1160 - 1.0 FTE PROGRAM ADMINISTRATOR – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-114

RESOLUTION NO. 21-114

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

4T) ADOPTION OF RESOLUTION APPROVING AMENDMENT NUMBER 2 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 20-015/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 190094 WITH O'NEIL'S SEPTIC SERVICE FOR LEACHATE MONITORING AND HAULING SERVICES FOR SOUTH COAST LANDFILL, FOR THE TERM ENDING JUNE 30, 2022 (GUALALA AREA) – SPONSOR: TRANSPORTATION

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 21-115; Agreement 20-015-A1

RESOLUTION NO. 21-115

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT NUMBER 2 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 20-015/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 190094 WITH O'NEIL'S SEPTIC SERVICE FOR LEACHATE MONITORING AND HAULING SERVICES FOR SOUTH COAST LANDFILL, FOR THE TERM ENDING JUNE 30, 2022 (GUALALA AREA)

5A) DISCUSSION AND POSSIBLE ACTION INCLUDING RECOGNITION OF EMPLOYEE SERVICE AWARDS FOR ELIGIBLE EMPLOYEES WITH 15 - 40 YEARS OF SERVICE – SPONSOR: HUMAN RESOURCES

Presenter/s: William Schurtz, Director, Human Resources.

Public Comment: None.

Board Action: No Action Taken.

5B) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF TO AMEND THE COUNTY OF MENDOCINO CANNABIS EQUITY PROGRAM INCLUDING, BUT NOT LIMITED TO, INCREASING THE INCOME THRESHOLD ASSOCIATED WITH THE CANNABIS EQUITY PROGRAM'S ELIGIBILITY CRITERIA, SIMPLIFYING THE GRANT APPLICATION PROCESS, AND INCREASING THE AMOUNT OF FUNDING AVAILABLE THROUGH THE DIRECT GRANT PROGRAM – SPONSOR: CANNABIS PROGRAM

Presenter/s: Kristin Nevedal, Manager, Cannabis Program.

Public Comment: Michael Katz; Ron Edwards; Monique Ramirez; Paul Hansbury, Susan Tibbon; and Jude Thilman.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors directs staff to amend the County of Mendocino Cannabis Equity Program, increasing the income threshold associated with the grant program's eligibility criteria to the "moderate income level", work with the contracted Grant Administrator to simplify the grant applications, and increase the amount of grant funding available through the direct grant program to \$50,000; and directs the Cannabis Program to report back in September. The motion carried by the following vote:

Aye: 4 – Supervisor McGourty, Supervisor Mulheren, Supervisor Haschak, and Supervisor Gjerde

No: 1 – Supervisor Williams

Absent: 0 – None

5C) ASSISTANT CHIEF EXECUTIVE OFFICER'S BUDGET REPORT – SPONSOR: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Assistant Chief Executive Officer.

Public Comment: None.

Board Action: No Action Taken.

6A) SUPERVISOR'S REPORTS

BOARD RECESS: 10:15 A.M. – 10:26 A.M.

5D) NOTICED PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION TO CONSIDER AN APPEAL OF THE COASTAL PERMIT ADMINISTRATOR FOR APPROVAL OF A BOUNDARY LINE ADJUSTMENT LOCATED NEAR CLEONE (B 2017-0043) TO ALIGN PARCEL BOUNDARIES WITH COASTAL ZONE BOUNDARY AND REMOVE SPLIT DESIGNATIONS. PARCEL "A" (APN: 069-320-01) WOULD INCREASE FROM 10.85 TO 11.35± ACRES, AND PARCEL "B" (APN: 069-320-02) WOULD DECREASE FROM 10.85 TO 10.35± ACRES, LOCATED AT 32800 & 32700 NAMELESS LANE, FORT BRAGG – SPONSOR: PLANNING AND BUILDING SERVICES

Presenter/s: Mark Cliser, Planner II, Planning and Building Services; Colin Morrow, Attorney, Vannucci Momsen Morrow; Douglas Losak, Attorney, Law Offices of Duncan M. James; Bill Schieve; Matthew Kiedrowski, Deputy County Counsel; and Julia Acker, Assistant Director, Planning and Building Services.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors continues this item to September 14, 2021. 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: 11:19 A.M.

9A) PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATOR - AGENCY NEGOTIATORS: CARMEL J. ANGELO, CHERIE JOHNSON AND WILLIAM SCHURTZ; EMPLOYEE ORGANIZATION(S): ALL

9B) PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION - COUNTY COUNSEL

9C) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - WILLITS ENVIRONMENTAL CENTER V. THE BOARD OF SUPERVISORS OF COUNTY OF MENDOCINO, ET AL. - CASE NO. 21CV00474

RECONVENED IN OPEN SESSION: 1:30 P.M.

AGENDA ITEM NO. 9 – REPORT OUT OF CLOSED SESSION

Presenter: Chair Gjerde.

Board Action: With respect to Agenda Item 9a), the item was Withdrawn. With respect to Agenda Items 9b) – 9c) direction was given to staff.

5E) DISCUSSION AND POSSIBLE ACTION INCLUDING APPROVAL OF AGREEMENT WITH THE LAW OFFICE OF DUNCAN M. JAMES IN THE AMOUNT OF \$50,000 TO PROVIDE THE SHERIFF WITH LEGAL ASSISTANCE PURSUANT TO GOVERNMENT CODE SECTION 31000.6, EFFECTIVE UPON EXECUTION WITH NO TERM END DATE – SPONSOR: SHERIFF-CORONER

Presenter/s: Sheriff Matt Kendall; Christian M. Curtis, County Counsel; and Darcie Antle, Assistant Chief Executive Officer.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors authorizes County Counsel to return to the Board at the August 3, 2021, Board of Supervisors Meeting with a proposal or to submit the two names for alternate legal representation to the Presiding Judge if necessary, prior to August 3, 2021. 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

5F) CHIEF EXECUTIVE OFFICER'S REPORT – SPONSOR: EXECUTIVE OFFICE

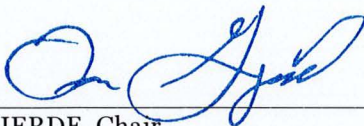
Withdrawn.

5G) DISCUSSION AND POSSIBLE ACTION INCLUDING REVIEW, ADOPTION, AMENDMENT, CONSIDERATION OR RATIFICATION OF LEGISLATION PURSUANT TO THE ADOPTED LEGISLATIVE PLATFORM – SPONSOR: EXECUTIVE OFFICE

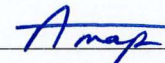
Withdrawn.

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 3:08 P.M.

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



DAN GJERDE, 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 #: 4d)

To: Board of Supervisors

From: Executive Office

Meeting Date: August 3, 2021

Department Contact: Carmel J. Angelo

Phone: 463-4441

Department Contact: Atlas Pearson

Phone: 463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Recommended Appointments/Reappointments

Recommended Action/Motion:

1. Kevin Bentley, Member, Gualala Municipal Advisory Council;
2. David Shpak, Member, Gualala Municipal Advisory Council;
3. Kevin Evans, Member, Gualala Municipal Advisory Council;
4. Kelsey Rivera, Mendocino County Supervisor or Designee, Area Agency on Aging - Governing Board;
5. Greg Dougherty, Trustee, Westport-Ten Mile Cemetery District; and
6. Melinda McLaughlin, Trustee, Westport-Ten Mile Cemetery District;
7. George Rau, Engineer Member, Air Quality Management District Hearing Board;
8. Eric Crane, Public Member, Air Quality Management District Hearing Board;
9. Eva Johnson, Trustee, Anderson Valley Cemetery District;
10. James Hill, Trustee, Anderson Valley Cemetery District;
11. Christine Clark, Trustee, Anderson Valley Cemetery District;
12. Dean Titus, Trustee, Anderson Valley Cemetery District;
13. Lucresha Renteria, General Representative, First 5 Mendocino;
14. Debra Bryant, Current or Former IHSS Provider, In-Home Supportive Services Advisory Committee;
15. Kimberly Andrews, Older Adult/Dependent Adult Advocate, In-Home Supportive Services Advisory Committee;
16. Sergio Fuentes, Second District Representative, Behavioral Health Advisory Board; and
17. William French, Second District Representative, Behavioral Health Advisory Board.

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.

Item #: 4d)

Alternative Action/Motion:

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

Supplemental Information Available Online at: N/A

Fiscal Impact:

Source of Funding: N/A

Budgeted in Current F/Y: N/A

Current F/Y Cost: N/A

Annual Recurring Cost: N/A

Supervisory District: All

Vote Requirement: Majority

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, Deputy Clerk I

Final Status: **Approved**

Date: August 3, 2021



Profile

Kevin
First Name

Bentley
Last Name

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

[Redacted]
Email Address

[Redacted]
Primary Phone

[Redacted]
Alternate Phone

[Redacted]
Street Address

[Redacted]
Suite or Apt

[Redacted]
City

[Redacted]
State

[Redacted]
Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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?

Gualala Municipal Advisory Council: Submitted

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

no preference

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 past board experience working with a cemetery association - this experience is explained in the attached resume.

[resume.doc](#)

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 registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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

David _____ Shpak _____
First Name 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

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Which Boards would you like to apply for?

Gualala Municipal Advisory Council: Submitted

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

Councilmember

Availability to Attend Meetings

- Night Meetings
- Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

Property owner in Gualala area for over 11 years with keen interest in sustainable and equitable economic development, community empowerment and development, recreation, and natural resource conservation in the south coast. 33 years of professional planning and project delivery experience in land use and development, environmental impact assessment and restoration, flood risk management, transportation in all modes, wet and dry infrastructure, recreation and parks planning and project delivery. Expertise in public planning and infrastructure program and project management from site to state-wide scales. Expertise in managing and supporting public outreach and engagement, interagency coordination, agency decision-making, and regulatory processes. Redwood Coast Land Conservancy - Technical Advisor. Redwood Coast Recreation Center - Past Board Member.

[GMAC-DavidShpak-Resume_8-30-2020.pdf](#)

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

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I Agree *

Profile

Kevin
First Name

Bentley
Last Name

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

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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

Yes No

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Gualala Municipal Advisory Council: Submitted

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

no preference

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 past board experience working with a cemetery association - this experience is explained in the attached resume.

[resume.doc](#)

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

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I Agree *

Profile

Kelsey

First Name

Rivera

Last Name

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

[REDACTED]

Email Address

[REDACTED]

Primary Phone

[REDACTED]

Alternate Phone

[REDACTED]

Street Address

[REDACTED]

City

[REDACTED]

Suite or Apt

[REDACTED]

State

[REDACTED]

Postal Code

Mailing Address (if different than Street/Physical address)

[REDACTED]

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?

Area Agency on Aging - Governing Board: Reapplying

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

Chair

Availability to Attend Meetings

Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I am currently the Deputy Director of Adult and Aging Services for Health and Human Services of Mendocino County. I have worked for Mendocino County 25 years. I worked as and Adult Protective Services (APS) Social Worker for 12 years and the past 1.5 years I have worked as the Deputy Director over all Adult and Aging Services programs.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

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I Agree *

Profile

Greg _____ Dougherty _____
First Name 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

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Westport-Ten Mile Cemetery District: Submitted

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

alternate board member

Availability to Attend Meetings

Night Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I like cemeteries

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

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I Agree *

Profile

Melinda

First Name

Mclaughlin

Last Name

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

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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

Yes No

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Westport-Ten Mile Cemetery District: Submitted

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

Board Membe

Availability to Attend Meetings

None Selected

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

None other than an owner of a plot!

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

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I Agree *

Profile

George

First Name

Rau

Last Name

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

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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

Yes No

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Air Quality Management District - Hearing Board: 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

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I Agree *

Profile

Eric Crane
First Name Last Name

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

[Redacted]
Email Address

[Redacted] [Redacted]
Primary Phone Alternate Phone

[Redacted] [Redacted]
Street Address Suite or Apt
[Redacted] [Redacted] [Redacted]
City State Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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

Yes No

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Air Quality Management District - Hearing Board: Archived

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

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I Agree *

Profile

Eva Johnson
First Name Last Name

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

[Redacted]
Email Address

[Redacted]
Primary Phone

[Redacted]
Alternate Phone

[Redacted]
Street Address

[Redacted]
Suite or Apt

[Redacted]
City

[Redacted]
State

[Redacted]
Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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

Yes No

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Anderson Valley Cemetery District: 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.

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I Agree *

Profile

James

First Name

Hill

Last Name

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

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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

Yes No

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Anderson Valley Cemetery District: 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 registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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

Christine

First Name

Clark

Last Name

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

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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

Yes No

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Anderson Valley Cemetery District: 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 registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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

Dean _____ Titus _____
First Name 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

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Anderson Valley Cemetery District: Reapplying

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

Board Member

Availability to Attend Meetings

None Selected

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

Life long resident of Anderson Valley with an interest in preserving the historic and present value of local cemeteries.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

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I hereby certify that I am a registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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

Luresha

First Name

Renteria

Last Name

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

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

First 5 Mendocino: Appointed
Health and Human Services Agency Advisory Board: 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

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I Agree *

Profile

Debra
First Name

Bryant
Last Name

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

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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: Archived
In-Home Supportive Services Advisory Committee: Archived

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

Provider

Availability to Attend Meetings

- Night Meetings
- Day Meetings
- Ukiah Only
- Other (Please Specify Below)

Availability to Attend Meetings (Other)

Other areas depending on distance and time

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

Helping people. Advocating for people. I am a retired Respiratory Therapist. I also worked as a medical technician in a couple of doctor's offices. I have an AA in Liberal Arts with the emphasis on Social Science. I have a son who is developmentally challenged and I am currently his provider along with my husband.

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 registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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

Kimberly

First Name

Andrews

Last Name

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

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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?

In-Home Supportive Services Advisory Committee: Appointed

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

advacate for the elderly

Availability to Attend Meetings

None Selected

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I've worked in IHSS for the past 13 years. I've sat on the board as county advisory for the past 10 years. Per the W&I code, the BOS can assign a county employee to sit on the board.

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 registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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

Sergio

First Name

Fuentes

Last Name

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

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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?

Behavioral Health Advisory Board: Appointed

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

District 2

Availability to Attend Meetings

Night Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I wish to give back to my community.

[SergioResume_Mendocino_County_Behavioral_Board.doc](#)

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 registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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

William

First Name

French

Last Name

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

William David French, Jr.

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

Mailing Address (if different than Street/Physical address)

[Redacted]

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?

Behavioral Health Advisory Board: Submitted

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

District 2

Availability to Attend Meetings

Night Meetings

Day Meetings

Availability to Attend Meetings (Other)

All meetings

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

This fall it will be 34-years that I've served as a disability rights advocate, with my focus being mental health since 1999. I'm a former member (1999-2005) and Chair (2001/2002) of the now BHAB. I served 2-years as a Regional Director and statewide trainer for what today is the California Association of Local Behavioral Health Boards & Commissions. I've worked in homeless services, was Program Manger of Ukiah's community crisis line in the mid-2000's, and most recently served on the board of Manzanita Services (2018-2020). I am also an LGBTQ+ advocate and was a member of 3 groundbreaking youth groups in the early 1990s, in both the Bay Area and Ukiah. Professionally I am a television historian and archivist. I own a small archive as well as video production and social media brand Hi Bob! Media. My current work is focused on the history of the Ukiah area (www.findingukiah.com).

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 registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. 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 #: 4e)

To: Board of Supervisors

From: Supervisor Gjerde and Supervisor Haschak

Meeting Date: August 3, 2021

Department Contact: Supervisor Gjerde

Phone: 4221

Department Contact: Supervisor Haschak

Phone: 4221

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Disband the Wildlife Services Contract Ad Hoc Committee Consisting of Supervisors Gjerde and Haschak (Sponsors: Supervisors Gjerde and Haschak)

Recommended Action/Motion:

Disband the Wildlife Services Contract Ad Hoc Committee Consisting of Supervisors Gjerde and Haschak.

Previous Board/Board Committee Actions:

On January 21, 2020, the Board of Supervisors formed the Wildlife Services Contract Ad Hoc Committee consisting of Supervisors Gjerde and Haschak for the purpose of exploring supplemental services to the Wildlife Services Agreement. The Board of Supervisors elected that this Ad Hoc Committee remain active in the year 2021. On March 23, 2021, Supervisor Haschak brought an item to the Board to propose the consolidation of Animal Care and Animal Control and termination of the contract with Wildlife Services. In bringing this agenda item to the Board, the Ad Hoc effectively concluded its work on this topic.

Summary of Request:

Supervisor Haschak is working on the consolidation of Animal Care and Animal Control Services. This will be brought to the Board of Supervisors in the near future. Disbanding the Ad Hoc Committee is the next appropriate step.

Alternative Action/Motion:

Do not disband the ad hoc committee and provide alternative direction.

Supervisorial 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 #: 4e)

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: N/A

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: **Approved**

Date: August 3, 2021





Mendocino County Board of Supervisors Agenda Summary

Item #: 4f)

To: Board of Supervisors

From: Supervisor Williams and Supervisor Haschak

Meeting Date: August 3, 2021

Department Contact: Supervisor Williams

Phone: 4221

Department Contact: Supervisor Haschak

Phone: 4221

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Disband the Cannabis Licensing Ad Hoc Committee Consisting of Supervisors Haschak and Williams (Sponsors: Supervisors Williams and Haschak)

Recommended Action/Motion:

Disband the Cannabis Licensing Ad Hoc Committee Consisting of Supervisors Haschak and Williams.

Previous Board/Board Committee Actions:

On August 4, 2020, the Board of Supervisors formed the Cannabis Licensing Ad Hoc Committee consisting of Supervisors Haschak and Williams to work with staff and outside agencies on a pathway for cannabis cultivators to get their annual licenses. On December 15, 2020, the Board of Supervisors elected that this Ad Hoc Committee remain active in the year 2021.

Summary of Request:

With pathways established through both 10A.17 and 22.18, the Ad Hoc's work in creating pathways for cannabis cultivators is completed. The Ad Hoc has been meeting with the Cannabis Program Manager twice a week to discuss issues and receive updates but those issues and updates would be better addressed in another format.

Alternative Action/Motion:

Do not disband the ad hoc committee and provide alternative direction.

Supervisorial 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

budgeted in current f/y: N/A

if no, please describe:

Item #: 4f)

annual recurring cost: N/A

revenue agreement: N/A

budget clarification: 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, Deputy Clerk I

Final Status: **Approved**

Date: August 3, 2021





Mendocino County Board of Supervisors
501 Low Gap Road
Ukiah, CA 95482

August 2, 2021

Re: Agenda Item 4f for 08/03/2021 - Disband the Cannabis Licensing Ad Hoc Committee
Consisting of Supervisors Haschak and Williams

Honorable Supervisors,

On August 4th, 2020, the Board of Supervisors formed an Ad Hoc Committee to "work with staff and outside agencies on a pathway for cannabis cultivators to get their annual licenses." MCA appreciates the efforts of this Cannabis Ad Hoc to date. Given the lack of annual cultivation permits and State annual cultivation licenses in Mendocino County, and the likely success of a referendum to overturn Chapter 22.18, it is clear that this work is far from done, even if the existing committee has run its course.

In light of recent events and the everchanging County and State cannabis programs, MCA supports the CEO's report that "issues would be better addressed in another format" and strongly recommends the formation of a Standing Committee to continue the laborious task of both overseeing the MCP and providing EVERY potential pathway for Mendocino's cannabis community to obtain their annual licenses. Along these lines, we have submitted a separate memo identifying our three most pressing items to be addressed by this Standing Committee.

Additional complex issues to be addressed include, but are not limited to:

1. Portal process oversight and direction.
2. Support, Guide and Supervise MCP staff in a practical manner.
3. Gather and implement valuable stakeholder input as all processes progress.
4. Review of Appendix G application process and timelines.
5. SSHR review process and timeline.
6. Statistical data reports and analysis to be used for economic development, etc.
7. In the event that a land use ordinance comes into effect, there will be many issues that will need to be directly addressed with a committed leadership team.
8. Development of licensing solutions for new and legacy operators who have not yet been able to enter the regulated market

For these reasons and more, it is clear that a Standing Committee with a broad scope of work, meeting at least bi-weekly, should be formed.

We further request that the Standing Committee appoint experts and stakeholders to serve the Committee and to participate in workshop-style meetings. This will ensure that issues which require greater than 3 minute input have a mechanism to be fully explored in the context of the Public accountability protections of the Brown Act.

In service to the health of our community, our environment, and our local economy, we remain committed to working with the Board to most effectively represent the diverse needs of the wide range of constituents within our County. As always we are available to provide support in this process.

Thank you for your consideration.

Sincerely,

Mendocino Cannabis Alliance
e: info@mendocannabis.com



Mendocino County Board of Supervisors Agenda Summary

Item #: 4g)

To: Board of Supervisors

From: General Government Committee

Meeting Date: August 3, 2021

Department Contact: Supervisor Mulheren

Phone: 4441

Department Contact: Supervisor Williams

Phone: 4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval to Post the Attached Documentation Regarding Boards and Commissions Appointments on the County Website, and Publish Attached Documents Annually in the Organizational Meeting Agenda Packet, as Directed by the General Government Standing Committee
(Sponsor: General Government Standing Committee of Supervisors Williams and Mulheren)

Recommended Action/Motion:

Approve posting the attached documentation regarding Boards and Commissions appointments on the County website, and publish attached documents annually in the Organizational Meeting Agenda Packet, as directed by the General Government Standing Committee.

Previous Board/Board Committee Actions:

On January 26, 2021, the Board of Supervisors made a referral to the General Government Committee, requesting clarification on Boards and Commissions appointment processes. On February 8, 2021, the General Government Standing Committee directed that an item be brought to the Board of Supervisors requesting that the attached documents be made public on the County website, and be included in the Annual Organizational Meeting Packet.

Summary of Request:

Based on the direction of the General Government Standing Committee, approval is requested to post the attached documents, outlining vetting procedures for Boards and Commissions appointments, to the Boards and Commissions section of the County website. Also requested is approval to include these documents in the Annual Organizational Meeting Agenda Packet.

Alternative Action/Motion:

Do not approve sharing of documents and return with direction to staff.

How Does This Item Support the General Plan? This item promotes greater transparency in government by making more information about internal processes readily available.

Supervisory District: All

Item #: 4g)

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: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: August 3, 2021

Final Status: **Approved**



Board or Commission	D1	D2	D3	D4	D5	Other	Total
Aiport Land Use Commission						7	7
Air Quality Management District						10	10
Anderson Valley Cemetery District					5	0	5
Archaeological Commission of Mendocino County						6	6
Area Agency on Aging- Governing Board						4	4
Assessment Appeals Board						6	6
Behavioral Health Advisory Board	3	3	3	3	3	1	16
Cemetery District of the Redwoods			3			0	3
Child Care Planning Council						15	15
City Selection Committee						4	4
Civil Service Commission	1	1	1	1	1	0	5
Community Development Commission	1	1	1	1	1	2	7
County Commission on Medical Care/Partnership Health Plan of California						2	2
Covelo Public Cemetery District			5			0	5
Disaster Council Mendocino County						14	14
Eel Russian River Commission (ERRC)						7	7
Emergency Medical Care Committee						13	13
First Five Mendocino						9	9
Fish Rock Cemetery District					3	0	3
Golden Gate Bridge Highway and Transportation District						1	1
Gualala Municipal Advisory Council					8	0	8
Health and Human Services Agency Advisory Board (HHSAA)	1	1	1	1	1	16	21
Hopland Cemetery District					5	0	5
Hopland Municipal Advisory Council					6	0	6
In-Home Supportive Services (IHSS) Advisory Committee						11	11
Law Library Board of Trustees						2	2
Laytonville Municipal Advisory Council			8			0	8
Library Advisory Board	1	1	1	1	1	13	18
Little River Airport Advisory Committee						14	14
Local Agency Formation Commission						6	6
Mendocino Council of Governments (MCOG)						4	4
Mendocino County Business Improvement District						5	5
Mendocino County Climate Action Advisory Committee	3	3	3	3	3	0	15
Mendocino County Employee's Retirement Association Board						10	10
Mendocino County Fish and Game Commission	1	1	1	1	1	2	7
Mendocino County Planning Commission	1	1	1	1	1	2	7
Mendocino County Resource Conservation District						5	5
Mendocino County Tourism Commission						11	11
Mendocino Historical Review Board					5	0	5
Mendocino - Little River Cemetery District					5	0	5
Mendocino Transit Authority Board of Directors						4	4
Mental Health Treatment Act Citizens Oversight Committee	1	1	1	1	1	6	11
Museum Advisory Board	1	1	1	1	1	4	9
North Coast Railroad Authority						2	2
North Coast Resource Partnership						6	6
Noyo Harbor District				3		0	3
Policy Council on Children and Youth (PCCY)						28	28
Potter Valley Cemetery District	5					0	5
Redevelopment/Successor Agency Oversight Board						3	3
Redwood Valley Municipal Advisory Council	9					0	9
Round Valley Municipal Advisory Council			10			0	10
Russian River Cemetery District		5				0	5
Solid Waste Hearing Board						3	3
Sonoma Mendocino Economic Development District						4	4
Westport Municipal Advisory Council				6		0	6
Westport-Ten Mile Cemetery District				5		0	5

Board/Committee/Commission	Appointment Process
Aiport Land Use Commission	COB vets Member At Large. All others appointed by PC and CSC. (Appt. & Reappt.)
Air Quality Management District	COB vets (Appt. & Reappt.)
Anderson Valley Cemetery District	Fifth District Supervisor vets (Appt. & Reappt.)
Archaeological Commission of Mendocino County	COB vets (Appt. & Reappt.)
Area Agency on Aging- Governing Board	Appointed BOS Member vets (2021 is Dan Gjerde)
Assessment Appeals Board	COB vets (Appt. & Reappt.)
Behavioral Health Advisory Board	Apps sent to BHAB for vetting, they choose to endorse or not --> notify District Supervisor of BHAB's status, seek Supervisors endorsement - Supervisor has ultimate authority over District seats (Appt. & Reappt.)
Cemetery District of the Redwoods	Third District Supervisor vets (Appt. and Reappt.)
Child Care Planning Council	COB vets BOS Appointments (Appt. and Reappt.) COB does not track MCOE appointments.
City Selection Committee	Very specific, consists of Mayors from the different Mendocino County Municipalities.
Civil Service Commission	District Supervisor vets (Appt. and Reappt.)
Community Development Commission	Apps sent to CDC contact for vetting, they choose to endorse or not --> notify District Supervisor of CDC's status, seek Supervisors endorsement - Supervisor has ultimate authority over District seats (Appt. & Reappt.)
County Commission on Medical Care/Partnership Health Plan of California	COB vets Public Representative, Director seat is very specific (Appt. and Reappt.)
Covelo Public Cemetery District	Third District Supervisor vets (Appt. and Reappt.)
Disaster Council Mendocino County	Very Specific Appointments
Eel Russian River Commission (ERRC)	Special Assignments Roster determines which Supervisors sit on the ERRC
Emergency Medical Care Committee	COB sends to Carmel for Review/Endorsement (Appt. and Reappt.)
First Five Mendocino	COB vets (Appt. and Reappt.)
Fish Rock Cemetery District	Fifth District Supervisor vets (Appt. & Reappt.)
Golden Gate Bridge Highway and Transportation District	BOS makes the appointment in Open Session (Appt. & Reappt.)
Gualala Municipal Advisory Council	Fifth District Supervisor vets (Appt. & Reappt.)
Health and Human Services Agency Advisory Board (HHSAB)	HHSAB vets and chooses whether or not to endorse all appointments, District Supervisors have ultimate authority over District Seat Appointments (Appt. and Reappt.)
Hopland Cemetery District	Fifth District Supervisor vets (Appt. & Reappt.)
Hopland Municipal Advisory Council	Fifth District Supervisor vets (Appt. & Reappt.)
In-Home Supportive Services (IHSS) Advisory Committee	COB vets (Appt. and Reappt.)
Law Library Board of Trustees	COB vets Trustee seat (Appt. and Reappt.)
Laytonville Municipal Advisory Council	Third District Supervisor vets (Appt. and Reappt.)
Library Advisory Board	Supervisors vet their District Seats, COB vets City of Ukiah seat. Terms are concurrent with those of the Supervisors who nominate them.
Little River Airport Advisory Committee	COB vets (Appt. and Reappt.) Questions --> Fifth District Supervisor
Local Agency Formation Commission	Very specific, BOS appointed seats are decided from that years Special Assignments Roster
Mendocino Council of Governments (MCOG)	Very specific, BOS appointed seats are decided from that years Special Assignments Roster
Mendocino County Business Improvement District	Apps sent to BID contact for vetting, they let us know who they endorse (Appt. and Reappt.)
Mendocino County Climate Action Advisory Committee	Supervisors vet their District Seats, COB vets City of Ukiah seat. Terms are concurrent with those of the Supervisors who nominate them.
Mendocino County Employee's Retirement Association Board	MCERA usually will contact COB far in advance, appts get made in Open Session
Mendocino County Fish and Game Commission	COB vets Members at Large, District Supervisors have ultimate authority over District Seat Appointments (Appt. and Reappt.)
Mendocino County Planning Commission	Apps go to PC for endorsement --> COB generally goes with PC endorsement for Member At Large seats, District Supervisors have ultimate authority over District Seat Appointments (Appt. and Reappt.)
Mendocino County Resource Conservation District	COB forwards applications to the RCD contact, they let us know who they endorse and we appoint that person
Mendocino County Tourism Commission	TTC vets for Elected seats, COB forwards applications to contact, he lets us know who they endorse and we appoint
Mendocino Historical Review Board	Fifth District Supervisor vets (Appt. & Reappt.)
Mendocino - Little River Cemetery District	Fifth District Supervisor vets (Appt. & Reappt.)
Mendocino Transit Authority Board of Directors	COB intakes and vets seats A and B, seat C is determined by Special Assignments Roster
Mental Health Treatment Act Citizens Oversight Committee	Supervisors vet their District Seats (Appt. and Reappt.), COB vets and replaces job specific seats when people resign, etc.
Museum Advisory Board	Supervisors vet their District Seats, others require an endorsement from the faction the seat represents (Appt. and Reappt.)
North Coast Railroad Authority	Appointments determined by Special Assignments Roster
North Coast Resource Partnership	Appointments determined by Special Assignments Roster
Noyo Harbor District	Fourth District Supervisor vets (Appt. and Reappt.)
Policy Council on Children and Youth (PCCY)	COB forwards applications to PCCY contact , they let us know who they endorse and we appoint that person
Potter Valley Cemetery District	First District Supervisor vets (Appt. and Reappt.)
Redevelopment/Successor Agency Oversight Board	COB and RSAOB vets (Appt. and Reappt.)
Redwood Valley Municipal Advisory Council	First District Supervisor vets (Appt. and Reappt.)
Round Valley Municipal Advisory Council	Third District Supervisor vets (Appt. and Reappt.)
Russian River Cemetery District	Second District Supervisor vets (Appt. and Reappt.)
Solid Waste Hearing Board	Local Governing Body seat is determined by Special Assignments Roster, COB vets others (Appt. and Reappt.)
Sonoma Mendocino Economic Development District	COB vets (Appt. and Reappt.)
Westport Municipal Advisory Council	Fourth District Supervisor vets (Appt. and Reappt.)
Westport-Ten Mile Cemetery District	Fourth District Supervisor vets (Appt. and Reappt.)



Mendocino County Board of Supervisors Agenda Summary

Item #: 4h)

To: Board of Supervisors

From: Executive Office

Meeting Date: August 3, 2021

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Second Amendment to BOS Agreement 06-124 with Tyler Technologies Inc., Related to the Information Technology (IT) Master Plan Initiative #13 -Finance System Improvements- Payroll/Timekeeping Improvements, in the Amount of \$67,340.00, for a New Total Contract Amount of \$669,380

Recommended Action/Motion:

Approve Second Amendment to Agreement 06-124 with Tyler Technologies, Inc., Related to the Information Technology (IT) Master Plan Initiative #13 -Finance System Improvements - Payroll/Timekeeping Improvements, in the Amount of \$67,340.00, for a New Total Contract Amount of \$669,380; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:

On June 27, 2006, The Board of Supervisors Approved the Agreement with Tyler Technologies-Munis for the New County Finance/Payroll/HR System and Approval of Financing - County Executive Office. In November 2018 the Board of Supervisors Approved the IT Master Plan, which listed Finance System Improvements as a Mission Critical Initiative and is listed as NO. 13 on the Mendocino County Information Technology Master Planning Budget spreadsheet, this spreadsheet is updated and provided to the Board of Supervisors via the Quarterly Budget. On September 22, 2020, the Board of Supervisors approved the First Amendment to agreement 06-124 with Tyler Technologies, Inc., in the Amount of \$42,365 for Additional Services and Staff Training for the ExecuTime Human Capital Management Services.

Summary of Request:

On June 27, 2006, the Board of Supervisors Approved the Agreement in the Amount of \$559,675 with Tyler Technologies, Inc., for Finance/Payroll/HR System. Additional Services are anticipated to Exceed the Amount of the Agreement so an Increase is being requested to cover Additional Costs Associated with New Services related to the IT Master Plan projects and initiatives.

Alternative Action/Motion:

Do not approve Amendment

How Does This Item Support the General Plan?

In November 2018 the Board of Supervisors Approved the IT Master Plan, which listed Finance System Improvements as a Mission Critical Initiative and is listed as NO. 13 on the Mendocino County Information

Item #: 4h)

Technology Master Planning Budget spreadsheet, this spreadsheet is updated and provided to the Board of Supervisors via the Quarterly Budget.

Supervisorial District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: EO 862189

current f/y cost: \$147,501.00

annual recurring cost: Annual - Maintenance

budget clarification:

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, Deputy Clerk I

Date: August 4, 2021

Final Status:**Approved**

Executed Item Type: **Interim Agreement**

Number: *06-124-A2

Note to Department Number of Original Agreements

Returned to Dept: 0 Original Agreement Delivered to Auditor?

No





Quoted By: Karen Grosset
 Date: 5/12/2021
 Quote Expiration: 10/20/2021
 Quote Name: Mendocino County - ERP - Investment Assessment Follow Up
 Quote Number: 2021-127068
 Quote Description:

Sales Quotation For

Mendocino County
 175 S School St
 Ukiah, CA 95482-4825
 Phone +1 (707) 463-4388

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
TCM Digitize Employee Files	24	\$185.00	\$0.00	\$4,440.00
Reporting Training - Cubes and SSRS	40	\$185.00	\$0.00	\$7,400.00
Implement Deduction Refunds	4	\$185.00	\$0.00	\$740.00
Review and Adjust Salary and Benefit Projections	44	\$185.00	\$0.00	\$8,140.00
Implement Recruiting	56	\$185.00	\$0.00	\$10,360.00
Implement Employee Evaluations	32	\$185.00	\$0.00	\$5,920.00
Implement Payroll Encumbering	24	\$185.00	\$0.00	\$4,440.00
Implement Accrual Buyout Process	4	\$185.00	\$0.00	\$740.00
Implement Sick Bank Process	16	\$185.00	\$0.00	\$2,960.00
Accrual Table Best Practices	12	\$185.00	\$0.00	\$2,220.00
Implement Employee Certifications and Training	16	\$185.00	\$0.00	\$2,960.00
Implement Employee Tasks	8	\$185.00	\$0.00	\$1,480.00
Implement Substance Testing	12	\$185.00	\$0.00	\$2,220.00
Implement FMLA Tracking	8	\$185.00	\$0.00	\$1,480.00
Update Risk Codes	16	\$185.00	\$0.00	\$2,960.00
Implement OSHA Tracking	8	\$185.00	\$0.00	\$1,480.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Management Fees for Services	40	\$185.00	\$0.00	\$7,400.00
TOTAL:				\$67,340.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$67,340.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$67,340.00	\$0.00
Contract Total	\$67,340.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Tyler System Management Services is calculated at 25% of annual maintenance. The quoted value is in addition to your current Tyler System Management Services and will be subject to an annual increase at our then current pricing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Darcie Antle 07/12/2021

DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 1020

Line Item: 862189

Grant: Yes No

Grant No.: N/A

CONTRACTOR/COMPANY NAME:

By: Robt Kandy - Jim

NAME AND ADDRESS OF CONTRACTOR:

Tyler Technologies

1601 I Street, Suite 400

Modesto, CA 95354

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 OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS

AUG 04 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Andrey Daugherty
Deputy
AUG 04 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: Andrey Daugherty
Deputy
AUG 04 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Christian M. Curtis 7/13/2021
Deputy

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management
07/12/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Christopher 07/12/2021
Deputy CEO



Mendocino County Board of Supervisors Agenda Summary

Item #: 4i)

To: Board of Supervisors

From: Behavioral Health

Meeting Date: August 3, 2021

Department Contact: Jenine Miller

Phone: 472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Ratification of Submission of Retroactive First Amendment to Board of Supervisors Agreement 17-102, in the Amount of \$0 for a Total Amount of \$400,000 to Implement the Strategic Prevention Framework Partnership for Success Strategies Relating to Opioid Abuse Prevention, Effective July 1, 2017 through June 30, 2021

Recommended Action/Motion:

Ratify submission of retroactive first amendment to Board of Supervisors Agreement 17-102, in the amount of \$0 for a total amount of \$400,000 to implement the Strategic Prevention Framework Partnership for Success strategies relating to opioid abuse prevention, effective July 1, 2017 through June 30, 2021; authorize Behavioral Health and Recovery Services Director to sign Amendment as an agent on behalf of Mendocino County; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

September 12, 2017, Item No. 4(u), BOS Agreement No. 17-102.

Summary of Request:

Public Health, Community Wellness unit, received a 4 year allocation grant of \$400,000 to implement the Strategic Prevention Framework Partnership for Success (SPF PFS) strategies relating to Opioid Abuse Prevention. Grant funds focused on preventing opioid abuse, especially among youth and underserved populations, as well as in the general population. During the course of the grant period, the Community Wellness unit increased naloxone access throughout the County, performed youth-targeted and public education, and provided a media outreach campaign with the goal to decrease deaths and overdoses due to misuse and abuse of opioids.

The proposed SPF PFS Amendment 03 is a zero dollar amendment that includes changes to the budget lines, and no changes to the overall total. Two new approved contracts with Round Valley Indian Health Center and Pinoleville Pomo Nation were added to the budget. Staffing classification and responsibilities were also updated.

The California Department of Health Care Services (DHCS) sent the SPF PFS Amendment template by Docusign in May 2021. There were several emails from DHCS requesting signature causing confusion. Once DocuSigned, the amendment was automatically sent back to DHCS, which impacted the County routing process. When the finalized signed SPF PFS Amendment dated June 9, 2021, was received from DHCS, the

Item #: 4i)

department proceeded with appropriate steps for County approval.

Alternative Action/Motion:

Return to staff for alternative handling.

How Does This Item Support the General Plan? N/A

Supervisorial District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: DHCS

current f/y cost: Revenue

annual recurring cost: N/A

budget clarification: N/A

budgeted in current f/y: Yes

if no, please describe:

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 I

Date: August 4, 2021

Final Status: **Approved**

Executed Item Type: Agreement **Number:** 17-102-A1

Note to Department Number of Original Agreements

Returned to Dept: 0 Original Agreement Delivered to Auditor?

No



STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER 17-94297	AMENDMENT NUMBER A03	Purchasing Authority Number
-------------------------------------	--------------------------------	-----------------------------

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Mendocino

2. The term of this Agreement is:

START DATE
July 1, 2017

THROUGH END DATE
June, 30, 2021

3. The maximum amount of this Agreement after this Amendment is:
\$400,000.00 (Four Hundred Thousand Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment implements a budgetary shift of funds from one line item to another in Year 4. The contract amount remains unchanged.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through (i.e., Strike).

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised Exhibit.

Exhibit B Attachment IV A1 - Budget (Year 4)

1 Page

All references to Exhibit B Attachment IV - Budget (Year 4) in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B Attachment IV A1 - Budget (Year 4). Exhibit B Attachment IV - Budget (Year 4) is hereby replaced in its entirety by the attached revised exhibit.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Mendocino

CONTRACTOR BUSINESS ADDRESS 501 Low Gap Road	CITY Ukiah	STATE CA	ZIP 95482
---	---------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Jenine Miller	TITLE Assistant HHSA Director
---	----------------------------------

CONTRACTOR AUTHORIZED SIGNATURE  4AF632FA803245A...	DATE SIGNED May 10, 2021
--	-----------------------------

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER 17-94297	AMENDMENT NUMBER A03	Purchasing Authority Number
-------------------------------------	--------------------------------	-----------------------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTING AGENCY ADDRESS
1501 Capitol Avenue, MS 4200

CITY Sacramento	STATE CA	ZIP 95814
--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING
Carrie Talbot

TITLE
SSMI, Chief, Contracts Services Secti

CONTRACTING AGENCY AUTHORIZED SIGNATURE
DocuSigned by:
Carrie Talbot

DATE SIGNED
May 25, 2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL 6767471E926E413...

EXEMPTION (If Applicable)



Exhibit B Attachment IV A1
 Budget Year 4
 (July 1, 2020 through June 30, 2021)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I <u>Sr. Program Specialist</u>	1	\$49,254 \$63,856	50%	\$ 24,627 <u>31,928</u>
Staff Assistant III	4	\$37,440	17%	\$ 6,365 <u>30,992</u>
			Total Salary	\$ <u>31,928</u>
			Fringe Benefits (67.70% 74.88%)	\$ 20,984 <u>23,908</u>
			Total Personnel	\$ 51,973 <u>55,836</u>

Operating Expenses

- Communications
- Supplies
- Printing Supplies

Total Operating Expenses \$ 960 500

Travel (at CalHR reimbursement rates)

- Learning Community- Sacramento- Travel costs to attend trainings and meetings
- Travel for 3 people (Travel expenses may include county staff, coalition and community members)
- Local Travel

Total Travel Expenses \$ 1,982 0

Sub-contracts

- Mendocino County Youth Project—\$24,970
- Mendocino Office of Education—\$5,000
- Pinoleville Pomo Nation \$13,999
- Round Valley Indian Health Center Family Resource Center \$13,999
- Evaluation – Charlie Selzer \$2,000

Total Subcontracts \$ 29,970 29,998

Other Costs

- Public Awareness Materials
- Media Campaign Support (posters, flyers, brochures, promotions) \$2,620
- Lock Bags \$2,671

Total Other Costs \$ 2,122 5,291

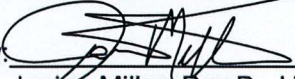
Indirect Costs (25% 15% of Total Personnel)

Indirect Costs \$ 12,993 8,375

Annual Budget Total \$ 100,000

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
Jerine Miller, Psy.D., HHS Assistant Director

Date: 7/15/21

Budgeted: Yes No

Budget Unit: 4010

Line Item: 82-7801

Org/Object Code: PHPFS

Grant: 1 Yes No

Grant No.: **17-94297 DHCS**

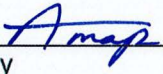
COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: **AUG 04 2021**

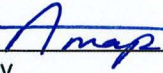
ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy **AUG 04 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: 
Deputy **AUG 04 2021**

INSURANCE REVIEW:

By: 
Risk Management

Date: **07/06/2021**

CONTRACTOR/COMPANY NAME

By: See page 2 of STD 213
Carrie Talbot, SSMI, Chief, Contracts Services Section

Date: _____

NAME AND ADDRESS OF CONTRACTOR:


Department of Health Care Services
1501 Capitol Ave. MS 4200
Sacramento, CA 95814

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:

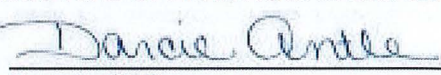
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

Date: **07/06/2021**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO

Date: **07/06/2021**

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: _____

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

17-94297

AMENDMENT NUMBER

A03

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Mendocino

2. The term of this Agreement is:

START DATE

July 1, 2017

THROUGH END DATE

June, 30, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$400,000.00 (Four Hundred Thousand Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment implements a budgetary shift of funds from one line item to another in Year 4. The contract amount remains unchanged.

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*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mendocino

CONTRACTOR BUSINESS ADDRESS

501 Low Gap Road

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Jenine Miller

TITLE

Assistant HHSA Director

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

Jenine Miller

4AF632FA803245A...

DATE SIGNED

May 10, 2021

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER 17-94297	AMENDMENT NUMBER A03	Purchasing Authority Number
------------------------------	-------------------------	-----------------------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

SSMI, Chief, Contracts Services Secti

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DocuSigned by:
Carrie Talbot

DATE SIGNED

May 25, 2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL 6767471E926E413...

EXEMPTION (If Applicable)



Exhibit B Attachment IV A1
Budget Year 4
(July 1, 2020 through June 30, 2021)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist-I <u>Sr. Program Specialist</u>	1	\$49,254 <u>\$63,856</u>	50%	\$ 24,627 <u>31,928</u>
Staff Assistant III	4	\$37,440	17%	\$ 6,365
				30,992
			Total Salary	\$ <u>31,928</u>
				20,984
		Fringe Benefits (67.70% 74.88%)		\$ <u>23,908</u>
			Total Personnel	\$ 51,973 <u>55,836</u>

Operating Expenses

Communications
Supplies
Printing Supplies

Total Operating Expenses \$ 960 **500**

Travel (at CalHR reimbursement rates)

Learning Community- Sacramento- Travel costs to attend trainings and meetings
Travel for 3 people (Travel expenses may include county staff, coalition and community members)
Local Travel

Total Travel Expenses \$ 1,982 **0**

Sub-contracts

~~Mendocino County Youth Project \$24,970~~
~~Mendocino Office of Education \$5,000~~
Pinoleville Pomo Nation \$13,999
Round Valley Indian Health Center Family Resource Center \$13,999
Evaluation – Charlie Selzer \$2,000

Total Subcontracts \$ 29,970 **29,998**

Other Costs

Public Awareness Materials
Media Campaign Support (posters, flyers, brochures, promotions) **\$2,620**
Lock Bags \$2,671

Total Other Costs \$ 2,122 **5,291**

Indirect Costs (25% 15% of Total Personnel)

Indirect Costs \$ 12,993 **8,375**

Annual Budget Total \$ 100,000

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
Jennie Miller, Psy.D., HHS Assistant Director

Date: 7/15/21

Budgeted: Yes No

Budget Unit: 4010

Line Item: 82-7801

Org/Object Code: PHPFS

Grant: 1 Yes No

Grant No.: **17-94297 DHCS**

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, 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.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: 
Risk Management

Date: **07/06/2021**

CONTRACTOR/COMPANY NAME

By: See page 2 of STD 213
Carrie Talbot, SSMI, Chief, Contracts
Services Section

Date: _____

NAME AND ADDRESS OF CONTRACTOR:


Department of Health Care Services
1501 Capitol Ave. MS 4200
Sacramento, CA 95814

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:

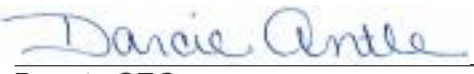
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

Date: **07/06/2021**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO

Date: **07/06/2021**

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: _____

Item 4(c)

TO: Board of Supervisors

FROM: Health and Human Services Agency

MEETING DATE: September 12, 2017

DEPARTMENT CONTACT: Tammy Moss Chandler

PHONE: 463-7774

DEPARTMENT CONTACT: Anne Molgaard

PHONE: 463-7885

ITEM TYPE: Consent Agenda

TIME ALLOCATED FOR ITEM: N/A

AGENDA TITLE:

Approval of Revised Agreement with the California Department of Health Care Services, to Receive an Allocation Amount of \$400,000 Over a Four Year Period to Implement the Strategic Prevention Framework Partnerships for Success Strategies Relating to Opioid Abuse Prevention from July 1, 2017 to June 30, 2021

RECOMMENDED ACTION/MOTION:

Approve revised Agreement with the California Department of Health Care Services to receive an allocation amount of \$400,000 over a four year period to implement the Strategic Prevention Framework Partnerships for Success Strategies relating to Opioid abuse prevention from July 1, 2017 to June 30, 2021; authorize Health and Human Services Agency Director or designee to sign any future amendments to the Agreement that do not affect the annual maximum amount; and authorize Chair to sign same.

PREVIOUS BOARD/BOARD COMMITTEE ACTIONS:

July 11, 2017, Item 4(q), Approval of Grant Agreement.

SUMMARY OF REQUEST:

HHS Public Health Branch, Prevention and Planning Unit (PAPU), will receive a 4 year allocation grant of \$400,000 to implement SPF PFS strategies relating to Opioid Abuse Prevention. Grant funds will focus on preventing opioid abuse, especially among youth and underserved populations, as well as in the general population. PAPU will increase naloxone access throughout the County, perform youth-targeted and public education, and a media outreach campaign with the goal to decrease deaths and overdoses due to misuse and abuse of opioids.

This Agreement with DHCS was approved by the Mendocino County Board of Supervisors on July 11, 2017. Since being approved, the Year 1 Budget has been revised to include an increase in funds available to increase Public Awareness, and a decrease in funds available for a Staff Assistant position. The extra funds for Public Awareness will be used to contract with Mendocino County Youth Project to provide "Community Take Back" events to increase community awareness, particularly among youth, and use Public Awareness Materials and Media to access the whole community. The Staff Assistant position will be funded using County funds and will still be available to support the SPF PFS program. The State requires the Mendocino County Board of Supervisors to sign the Agreement as an original Agreement with revised budget.

ALTERNATIVE ACTION/MOTION:

Return to staff for alternative handling.

SUPPLEMENTAL INFORMATION AVAILABLE ONLINE AT: N/A

FISCAL IMPACT:

SOURCE OF FUNDING: DHCS
CURRENT F/Y COST: N/A

BUDGETED IN CURRENT F/Y: Yes
ANNUAL RECURRING COST: \$400,000
FY17-18 to FY 20-21

SUPERVISORIAL DISTRICT: ALL

VOTE REQUIREMENT: MAJORITY

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO LIAISON: Kenneth Spain, Administrative Analyst II

CEO REVIEW: Yes

CEO COMMENTS:



FOR COB USE ONLY

Executed By: NICOLE FRENCH

Date: **SEPTEMBER 15, 2017**

Note to Department: 5 originals to dept (p/u), 1 copy to Auditor. Please route fully executed original agreement to COB once it has been returned by contractor.

Final Status: APPROVED

Executed Item Number: Agreement 17-102* (Interim

REGISTRATION NUMBER	AGREEMENT NUMBER 17-94297
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also known as DHCS, CDHS, DHS or the State)
 Department of Health Care Services

CONTRACTOR'S NAME (Also referred to as Contractor)
 County of Mendocino

2. The term of this Agreement is: July 1, 2017
 through June 30, 2021

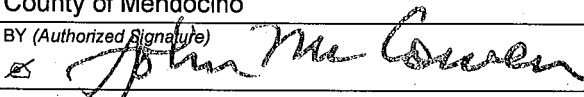

3. The maximum amount of this Agreement is: \$ 400,000
 Four Hundred Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit A Attachment I – County Capacity Assessment Survey	4 pages
Exhibit A Attachment II – Data Collection Tool	18 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B Attachment I - Budgets (Year 1)	1 page
Exhibit B Attachment II - Budgets (Year 2)	1 page
Exhibit B Attachment III - Budgets (Year 3)	1 page
Exhibit B Attachment IV - Budgets (Year 4)	1 page
Exhibit C * – General Terms and Conditions	GTC 04/2017
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – HIPAA Business Associate Addendum	15 pages
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – Contractor's Release	1 page

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mendocino		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING John McCowen, Chairperson		
ADDRESS 501 Low Gap Road Ukiah CA, 95482		
STATE OF CALIFORNIA		
AGENCY NAME Department of Health Care Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Don Rodriguez, Chief, Contract Management Unit		
ADDRESS 1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		

Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213_DHCS (Rev. 06/16)

REGISTRATION NUMBER	AGREEMENT NUMBER 17-94297
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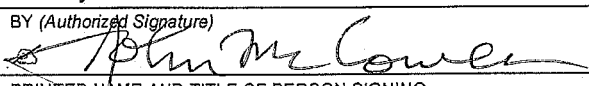
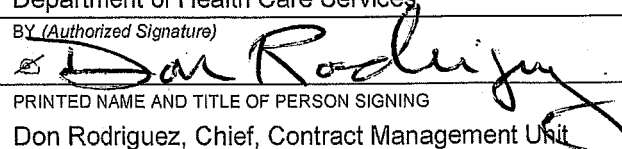
- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Department of Health Care Services	(Also known as DHCS, CDHS, DHS or the State)
CONTRACTOR'S NAME County of Mendocino	(Also referred to as Contractor)
- The term of this Agreement is: July 1, 2017 through June 30, 2021
- The maximum amount of this Agreement is: \$ 400,000
Four Hundred Thousand Dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mendocino	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/7/17
PRINTED NAME AND TITLE OF PERSON SIGNING John McCowen, Chairperson	
ADDRESS 501 Low Gap Road Ukiah CA, 95482	
STATE OF CALIFORNIA	
AGENCY NAME Department of Health Care Services	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11-25-17
PRINTED NAME AND TITLE OF PERSON SIGNING Don Rodriguez, Chief, Contract Management Unit	
ADDRESS 1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413	

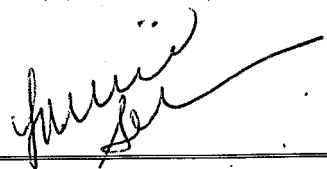
California Department of
General Services Use Only

APPROVED

DEC - 8 2017

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Exempt per:



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:

By: *A. Molgaard*
Anne Molgaard, HHSA Chief Operations Officer

Date: 7/27/17

Budgeted: Yes No
Budget Unit: 4010
Line Item: 82-7801
Org/Object Code: PHPFS
Grant: Yes No
Grant No.: 17-94297

CONTRACTOR/COMPANY NAME

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

CA Dept. of Health Care Services
1501 Capitol Ave, Suite 71.2048, MS 1400
PO Box 997413
Sacramento, CA 95899-7413
916-327-2726
Don.rodriguez@dhcs.ca.gov

COUNTY OF MENDOCINO

By: *John McCowen*
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

Date: SEP 15 2017

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: *C. Angelo*
Deputy

Date: SEP 15 2017

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: *C. Angelo*
Deputy

Date: SEP 15 2017

INSURANCE REVIEW:

By: *Alan D. Flora*
ALAN D. FLORA, Risk Manager

Date: 8-1-17

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:
KATHARINE L. ELLIOTT, County Counsel

By: *Charlotte Scott*
Deputy

Date: 7/27/17

FISCAL REVIEW:

By: *Dee Martin*
Deputy CEO/Fiscal

Date: 8-1-17

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED
By: *Carmel J. Angelo*
CARMEL J. ANGELO, Chief Executive Officer

Date: 8-1-17

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

Exhibit A
Scope of Work

1. Service Overview

The Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor shall implement the Strategic Prevention Framework (SPF) Partnerships for Success (PFS) project. The overall goal of the SPF PFS project is to provide a comprehensive evidence-based approach to prevent prescription drug misuse and abuse among persons aged 12 to 25. The Contractor shall work to strengthen the county substance use disorder primary prevention service infrastructure, increase community awareness of risk of harm associated with prescription drug abuse, collect and report to DHCS data in accordance with federal reporting requirements.

2. Service Location

The services shall be performed at various statewide community locations accessible to the Contractor.

3. Service Hours

The services may be provided during normal Contractor working days and hours, but is not limited to these hours.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services Project Manager Lenetta Burney Telephone: (916) 323-1872 Fax: (916) 327-2726 Email: Lenetta.Burney@dhcs.ca.gov	County of Mendocino Project Director Kyree Klimist, Senior Program Manager Telephone: (707) 472-2727 Email: klimistk@co.mendocino.ca.us
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B. Direct all inquiries to:

Department of Health Care Services Administrative Contact Lenetta Burney P.O. Box 997413, MS 2622 Sacramento, CA, 95899-7413 Telephone: (916) 323-1872 Fax: (916) 327-2726 Email: Lenetta.Burney@dhcs.ca.gov	County of Mendocino Administrative Contact Kyree Klimist, Senior Program Manager 1120 South Dora Street Ukiah, CA 95482 Telephone: (707) 472-2727 Email: klimistk@co.mendocino.ca.us
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Exhibit A
Scope of Work

Department of Health Care Services Financial Contact/Accounting Lenetta Burney P.O. Box 997413, MS 2622 Sacramento, CA, 95899-7413 Telephone: (916) 323-1872 Fax: (916) 327-2726 Email: Lenetta.Burney@dhcs.ca.gov	County of Mendocino Financial Contact/Invoicing Dianne Laster, Sr. Dept. Analyst 1120 South Dora Street Ukiah, CA 95482 Telephone: (707) 472-2654 Email: lasterd@co.mendocino.ca.us
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.
- D. The Board of Supervisor (BOS) may approve and authorize the Health and Human Services/Public or Behavioral Health/Alcohol and Other Drug Agency Director, or their designee, to execute and/or amend this Agreement with the DHCS on behalf of the BOS (without the BOS approval). This shall be identified in the BOS Resolution.

5. Services to be Performed

A. The Contractor shall provide:

- 1. Administrative Oversight- Have adequate staff capacity to manage the Agreement, including meeting all administrative and oversight requirements.
 - a. Compliance with federal administrative requirements, cost principles, and audit requirements in the Code of Federal Regulations (CFR), Title 2, Part 200 and 45 CFR Part 75, and the Health and Human Services Grants Policy Statement as applicable.
 - b. If subcontracting, ensure administrative oversight of all subcontractors including all applicable federal and state requirements of project activities.
 - c. Maintain and preserve on-site fiscal documentation and program records such as sign-in sheets, rosters, agendas, progress reports, and other service records, until three years after termination of the Agreement and final payment from DHCS to the Contractor. Contractor agrees to permit DHCS or any duly authorized representative, to have access to, and examine or audit any pertinent books, documents, papers and records related to this Agreement, and to allow interviews of any employees who might reasonably have information related to such records.
 - d. Once per year, DHCS will randomly select one quarterly invoice for which the Contractor will submit copies of supporting personnel records, travel receipts, and any expenses to DHCS for fiscal monitoring purposes. The Contractor will be notified at least 60 days prior to the request.
- 2. Programmatic Implementation- Communicate regularly with DHCS and ensure that identified activities are implemented according to the project Scope of Work.
 - a. Participate on monthly check-in calls with DHCS.

Exhibit A
Scope of Work

- b. Complete and submit electronically to DHCS the County Capacity Assessment Survey, annually. DHCS will notify the Contractor when the survey is available via Survey Monkey. The survey content is displayed in Exhibit A, Attachment I, for reference.
- c. Complete and submit a Disparities Impact Statement (DIS) to DHCS by the end of Agreement Year 2. Materials, training and technical assistance will be provided by DHCS to assist in the preparation of the DIS.
- d. Conduct a minimum of four targeted education activities per Agreement year. These activities should support the prescription drug prevention efforts of this project and target youth and youth-influencers, consumers, and/or prescribers. Such activities may include but are not limited to:
 - i. Classroom education (school settings)
 - ii. Parenting/family management
 - iii. Traffic Safety education
 - iv. Community-based education programs
- e. Conduct a minimum of four community outreach events per Agreement year. These activities should support the prescription drug prevention efforts of this project. Such activities may include but are not limited to:
 - i. Take-back days
 - ii. Health fairs
 - iii. Community team building
 - iv. County-wide prevention provider network
- f. Establish or improve policies and/or programs to institutionalize drug storage and disposal of prescription drugs. Such activities may include but are not limited to:
 - i. Modify local prescription drug advertising practices
 - ii. Change local codes, ordinances, regulations and laws
 - iii. Train/educate environmental influencers such as health care personnel, law enforcement, school personnel, parents.
 - iv. Other support for enforcement of local ordinances
 - v. Establish drop-box locations
- g. Provide information dissemination activities to increase public understanding of risk of harm associated with prescription drugs and to support the implementation of the SPF PFS media/social norms campaign. Professional media materials will be provided by DHCS. Such activities may include but are not limited to:
 - i. Health fairs/health promotion events
 - ii. Printed or audio visual materials for or to community members/groups
 - iii. Prevention-focused websites
 - iv. Email blasts/social media
 - v. Public service announcements
 - vi. Speaking engagements/community presentations
- h. Attend annual SPF PFS Learning Community meetings and trainings at DHCS in Sacramento to share successes and outcomes, and receive programmatic and administrative training. Training and technical assistance will be provided by DHCS. Attendance is mandatory for a minimum of two people, including a project representative or coalition member. The Contractor must include this travel in their budget.

Exhibit A
Scope of Work

3. Reporting- Ensure all data reporting requirements are as follows:
 - a. The Contractor is required to submit hard-copy, quarterly invoices with an original signature by the authorized official, in blue ink, for each calendar quarter, or portion thereof, during the Agreement period if invoices are not on Contractor letterhead. If invoices are on Contractor letterhead, the Contractor may submit quarterly invoices without an original signature by an authorized official. Invoices are to be received by DHCS no later than 30 days after the close of each calendar quarter (January 31, April 30, July 31, and October 31). A supplemental invoice may be submitted, annually, no later than August 31, if needed.
 - b. The Contractor is required to submit electronic, quarterly progress reports utilizing the Data Collection Tool provided by DHCS. The Data Collection Tool is displayed in Exhibit A, Attachment II, for reference. Progress reports are to be received by DHCS no later than 30 days after the close of each calendar quarter (January 31, April 30, July 31, and October 31) at the following email address: SPFPFS@dhcs.ca.gov.
 - c. The Contractor is required to submit a final performance report due 90 days after the end of the Agreement. The report is to include accomplishments, barriers to implementation, lesson learned, and plans for sustainability of efforts.

B. DHCS shall:

1. Monitor Contractor for compliance with the requirements of the Agreement. Each Agreement will be monitored to ensure quality programs, coordination of efforts, fiscal accountability and compliance with the statute and regulations. If the Contractor is not meeting the requirements of the Agreement, a plan for corrective action will be required and DHCS will provide technical assistance to achieve compliance or reduce or terminate the funding under the Agreement.
2. May conduct site visits to the Contractor as deemed necessary by DHCS. Appointments will be made in advance for site visits.

6. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

California Partnerships for Success (PFS) Project Capacity Assessment

The PFS project is intended to prevent the onset and progression of substance abuse and related problems while strengthening prevention capacity at the state, tribal, and community levels. Research suggests that capacity-building efforts can have a positive impact on health promotion initiatives. This assessment is based on four operational domains: 1) Organization; 2) Workforce; 3) Program Planning/Implementation/Evaluation; and 4) Partnerships. The results of this assessment will be used to create a technical assistance and training plan to guide implementation of the PFS project in California.

Rating Scale:

- 1 - Very Low Capacity (Substantial improvement needed)
- 2 - Low Capacity (Major improvement needed)
- 3 - Standard Capacity (Improvement needed)
- 4 - High Capacity (Minor improvement needed)
- 5 - Very High Capacity (No improvement needed)

County: Agency: Respondent: Date:	How prepared is your agency in relation to the statement listed? CIRCLE ONE Level of Capacity (1 - Very Low, 5 - Very High)	COMMENTS/ ADDITIONAL INFORMATION
Substance Use Disorder (SUD) prevention is clearly defined within the organization's objectives and goals.	1 2 3 4 5	Not Sure
The organization considers the prevention of prescription drug misuse/abuse a high priority.	1 2 3 4 5	Not Sure
The organization has an adequate number of designated, qualified staff to effectively perform SUD prevention work.	1 2 3 4 5	Not Sure
The organization has developed a succession plan to sustain SUD prevention work during potential staffing transition periods.	1 2 3 4 5	Not Sure
SUD prevention services and activities are supported by various funding sources. (List sources in comments section.)	1 2 3 4 5	Not Sure
The organization monitors potential funding sources and actively seeks additional funding to support SUD prevention services.	1 2 3 4 5	Not Sure
The organization has formal, written policies and practices to ensure culturally competent services.	1 2 3 4 5	Not Sure
The organization closely monitors the implementation of Culturally and Linguistically Appropriate Services (CLAS).	1 2 3 4 5	Not Sure
The organization involves stakeholders from various cultures when planning SUD prevention services.	1 2 3 4 5	Not Sure
Total Points		(maximum: 45)
Average Score - Organization		(maximum: 5.0)
<i>(Total points divided by number of responses with points)</i>		

County: Agency: Respondent: Date:	How prepared is your agency in relation to the statement listed? CIRCLE ONE Level of Capacity (1 - Very Low, 5 - Very High)	COMMENTS/ ADDITIONAL INFORMATION
SUD Prevention staff are required to have a level of education/certification. (List requirements in comments section.)	1 2 3 4 5 Not Sure	
SUD Prevention staff are required to have a minimum level of experience. (List requirements in comments section.)	1 2 3 4 5 Not Sure	
Management is regularly informed of SUD prevention efforts.	1 2 3 4 5 Not Sure	
Management actively promotes the organization's SUD prevention efforts.	1 2 3 4 5 Not Sure	
SUD Prevention staff are encouraged to become certified prevention specialists.	1 2 3 4 5 Not Sure	
When hiring staff, management considers the candidate's ability to meet the needs of various cultures represented in the county.	1 2 3 4 5 Not Sure	
Within the last 12 months, staff have participated in SUD prevention-specific training [e.g., Community Prevention Initiative (CPI)].	1 2 3 4 5 Not Sure	
SUD Prevention staff have completed the Professional Competencies in Substance Abuse Prevention trainings through the CPI and/or Center for Substance Abuse Prevention (CSAP).	1 2 3 4 5 Not Sure	
SUD Prevention staff are competent in the use of the Strategic Prevention Framework.	1 2 3 4 5 Not Sure	
SUD Prevention staff are informed on the latest prevention research related to evidence-based practices.	1 2 3 4 5 Not Sure	
SUD Prevention staff utilize evidence-based practices as defined by federal or professional standards.	1 2 3 4 5 Not Sure	
SUD Prevention staff work exclusively on prevention assignments.	1 2 3 4 5 Not Sure	
Total Points	(maximum: 60)	
Average Score - Workforce <i>(Total points divided by number of responses with points)</i>	(maximum: 5.0)	

<p>County: Agency: Respondent: Date:</p>	<p>How prepared is your agency in relation to the statement listed?</p> <p style="text-align: center;">CIRCLE ONE Level of Capacity (1 - Very Low, 5 - Very High)</p>					<p>COMMENTS/ ADDITIONAL INFORMATION</p>
	1	2	3	4	5	
<p>A SUD prevention plan provides clear guidance on the activities that this organization administers.</p>	1	2	3	4	5	Not Sure
<p>A prevention plan incorporates activities across multiple county agencies.</p>	1	2	3	4	5	Not Sure
<p>Prevention activities are supported by leveraging of other resources. (List types of resources in comments section.)</p>	1	2	3	4	5	Not Sure
<p>Multiple data sources are used to identify SUD prevention priorities in the county. (List data sources in comments section.)</p>	1	2	3	4	5	Not Sure
<p>Data are used to identify populations/cultural groups most in need of prevention services. (List data sources in comments section.)</p>	1	2	3	4	5	Not Sure
<p>The community's unique risk/protective factors are considered when planning and implementing SUD prevention strategies.</p>	1	2	3	4	5	Not Sure
<p>Most schools in the county administer the California Health Kids Survey (CHKS).</p>	1	2	3	4	5	Not Sure
<p>Most schools in the county utilize the Alcohol and Other Drugs Module of CHKS.</p>	1	2	3	4	5	Not Sure
<p>SUD Prevention staff have been adequately trained in the use of the Data Indicator Tool Kit (Provided at the 2016 CPI Regional Training).</p>	1	2	3	4	5	Not Sure
<p>SUD Prevention staff have the ability to create program specific data measurement tools.</p>	1	2	3	4	5	Not Sure
<p>SUD Prevention staff actively monitor implementation activities for effect and make course corrections to ensure effectiveness.</p>	1	2	3	4	5	Not Sure
<p>SUD Prevention staff utilize a formal evaluation plan to monitor process and outcome measures.</p>	1	2	3	4	5	Not Sure
<p>SUD Prevention services are provided in the county's threshold languages.</p>	1	2	3	4	5	Not Sure
<p>The organization involves parents/guardians in SUD prevention activities.</p>	1	2	3	4	5	Not Sure
<p>The organization utilizes the full range of SUD technical assistance offered through the Department of Health Care Services.</p>	1	2	3	4	5	Not Sure
<p>The organization is addressing prescription drug misuse/abuse through prevention activities. (List activities in the comments section.)</p>	1	2	3	4	5	Not Sure
<p>Total Points</p>	(maximum: 80)					
<p>Average Score - Program Implementation <i>(Total points divided by number of responses with points)</i></p>	(maximum: 5.0)					

<p>County: Agency: Respondent: Date:</p>	<p>How prepared is your agency in relation to the statement listed? CIRCLE ONE Level of Capacity (1 - Very Low, 5 - Very High)</p>					<p>COMMENTS/ ADDITIONAL INFORMATION</p>
<p>SUD Prevention staff are actively participating in the Opioid Safety Coalition Network funded through grants from the California Health Care Foundation (CHCF) and/or the California Department of Public Health.</p>	1	2	3	4	5	Not Sure
<p>SUD Prevention staff work with Tribes on SUD prevention efforts.</p>	1	2	3	4	5	Not Sure
<p>SUD Prevention staff work with schools on SUD prevention efforts.</p>	1	2	3	4	5	Not Sure
<p>SUD Prevention staff work with college or university campuses on SUD prevention efforts. (Please use the Comment area to list colleges and/or universities.)</p>	1	2	3	4	5	Not Sure
<p>The organization has multiple formal partnerships with other governmental entities or community coalitions for prevention efforts. (List the partnerships.)</p>	1	2	3	4	5	Not Sure
<p>The organization regularly communicates prevention priorities, activities, and successes with county governing entities (i.e., Board of Supervisors).</p>	1	2	3	4	5	Not Sure
<p>The organization aligns suicide prevention and SUD prevention efforts.</p>	1	2	3	4	5	Not Sure
<p>County leadership has acknowledged that prescription drug misuse/abuse is a problem in the county.</p>	1	2	3	4	5	Not Sure
<p>The County Administrator and/or Prevention Coordinator participate on monthly County Behavioral Health Directors Association (CBHDA) Prevention Coordinator calls.</p>	1	2	3	4	5	Not Sure
<p>SUD prevention staff identify and utilize local champions to assist with SUD efforts.</p>	1	2	3	4	5	Not Sure
<p>SUD Prevention staff consider the needs of military and veteran families in their planning of prevention efforts.</p>	1	2	3	4	5	Not Sure
<p>Coalitions/collaborations are assessed regularly to ensure efficacy of partnerships.</p>	1	2	3	4	5	Not Sure
<p>SUD prevention staff regularly communicate prevention priorities, activities, and results to the public.</p>	1	2	3	4	5	Not Sure
<p>Total Points</p>						(maximum: 65)
<p>Average Score - Partnerships <i>(Total points divided by number of responses with points)</i></p>						(maximum: 5.0)

Strategic Prevention Framework - Partnerships for Success (SPF-PFS) Data Collection Tool

The SPF-PFS Data Collection Tool was designed to collect and submit county-level process data in accordance with federal reporting requirements. The Substance Abuse and Mental Health Services Administration (SAMHSA) requires that SPF-PFS awarded states and counties submit data via an online Management Reporting Tool (MRT). The Department of Health Care Services (DHCS) will submit both state and county-level data into the MRT on a quarterly basis. Each county is responsible for reporting quarterly SPF-PFS activities as outlined in this Data Collection Tool. Adherence to the DHCS deadlines below is essential for DHCS to meet SAMHSA's reporting deadlines.

Please complete the following Excel tabs each quarter.

- "SPF" - Accomplishments and Barriers
- "Program" - General Program Questions
- "Fiscal" - Funding and Expenditures

Upon each intervention, complete one of the corresponding Excel tabs:

- "Education" - Targeted Education Interventions
- "Outreach" - Community Outreach Interventions
- "Policy Development" - Policies/Ordinances/Procedures Interventions
- "Info. Dissemination" - Information Dissemination Interventions

Reporting Period (Quarterly)	Deadline to DHCS (30 Days After Quarter)
October 1 - December 31	January 30
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30

Intervention Types (Based on SPF-PFS Objectives)	Examples
Targeted Education (4 annually)	Education activities to Youth/Youth Influencers/Retailers/Prescribers/Patients
Community Outreach (4 annually)	Prescription Drug Drop Boxes/Take Backs/Lock Boxes, Health Fairs, Health Promotion Events
Policy Development	Changing Local Policies/Ordinances/Procedures
Information Dissemination	Media Campaign, Resource Directory, Social Norms Campaign, Public Service Announcement

Exhibit A Attachment II

Assessment

Describe any accomplishments and/or barriers that you experienced while performing activities related to Assessment.

Accomplishments	Barriers

Capacity

Describe any accomplishments and/or barriers that you experienced while performing activities related to Capacity.

Accomplishments	Barriers

Planning

Describe any accomplishments and/or barriers that you experienced while performing activities related to Planning.

Accomplishments	Barriers

Implementation

Describe any accomplishments and/or barriers that you experienced while performing activities related to Implementation.

Accomplishments	Barriers

Evaluation

Describe any accomplishments and/or barriers that you experienced while performing activities related to Evaluation.

Accomplishments	Barriers

Exhibit A Attachment II

Which agency do you represent?

Agency Name

Are you currently partnering with a Community Coalition?

Subcl. Response

Indicate the role of the Community Coalition in changing community capacity, knowledge, norms, and behaviors related to substance abuse prevention implementations.

Type: X: For All That Apply	Roles of the Community Coalition
	Collect and organize data
	Conduct needs assessments
	Train community members in substance abuse prevention
	Leverage funds from sources other than SPF-PFS
	Leverage resources other than funding (personnel, space, supplies)
	Plan or implement prevention interventions
	Ensure that SPF-PFS-funded prevention interventions address issues related to cultural competence
	Plan or implement process or outcome evaluations of prevention interventions
	Set substance abuse policy at the organizational, local, state, or tribal level
	Educate others about needed changes in substance abuse policy at the organizational, local, or state/tribal/jurisdiction level

Does your organization have formal, written policies in place to address cultural competence?

Type: X: For One Response	Response
	Yes, we do have formal written policies to address cultural competence
	We do not have formal policies to address cultural competence but are required to follow the policies of the fiscal agency through which the SPF-PFS funds are funneled
	We are aware that cultural competence is an issue but we have not developed formal written policies yet, or these policies are currently being developed

Which of the following health disparities-related activities did your organization conduct?

Type: X: For All That Apply	Activities
	Defined specific health disparities subpopulations (by demographics, language, age, socioeconomic status, sexual identity, or literacy)
	Identified specific substance use-related health disparities faced by your selected subpopulations
	Considered health disparities in your SPF-PFS planning process (e.g., in subrecipient or intervention selection)
	Involved subpopulations experiencing health disparities in your SPF-PFS activities (e.g., assessment, capacity building, planning, implementation, or evaluation)
	Received training to increase your capacity related to substance use health disparities
	Developed partnerships with agencies, organizations, or key stakeholders to address the health disparities
	Implemented interventions specifically for health disparities
	Adapted interventions to make them apply to specific health disparities subpopulations
	Increased the availability of substance use prevention services to health disparities subpopulations (i.e., increased how many services exist for these populations)
	Increased access to substance use prevention services for health disparities subpopulations (i.e., increased these populations' ability to get to or use these services)
	Evaluated outcomes by subpopulations that face substance use health disparities
	Evaluated changes in the number of individuals served or reached by subpopulations that face substance use health disparities
	Developed a plan to sustain progress made in addressing substance use-related health disparities beyond the SPF-PFS Initiative

Indicate the activities that produced gains in your organizational resources related to SPF-PFS.

Type: X: For All That Apply	Activities
	Wrote, reviewed, or rewrote organizational or coalition mission or vision statement
	Identified key organizational or coalition activities and goals
	Increased staffing
	Trained Staff
	Identified coalition leaders
	Improved cultural competence
	Secured additional funding
	Secured physical space
	Coordinated or improved technical resources
	Coordinated or developed data collection or management information systems (MIS) or both
	None of the above

Exhibit A Attachment II

Which area did your organization need, request, and/or receive SPF-PFS related guidance or training and technical assistance (TTA)?

Training/Technical Assistance (TTA) Areas	Requested TTA	Received TTA	Total Hours of TTA Received during the past Federal Fiscal Year
Needs and resource assessment			
Work plan and/or strategic plan development			
Staff, task force, or coalition member training			
Building relationships			
Intervention selection			
Participant recruitment			
Intervention implementation			
Intervention adaptation			
Cultural competence			
Health disparities			
Evaluation			
Sustainability			

Provide information on the key stakeholders, partners, and partner organizations that participate in your organization's SPF-PFS.

Sector	How many representatives from this sector are key stakeholders or partner members?	How many of these key stakeholders or partner members were "active"?	What was the average level of involvement for the members of this:
			Low Medium High
Youth groups/representatives			
Schools/school districts			
Other youth-serving organizations			
Parents/family/caregiver groups			
Tribal leaders or elders			
Business community			
Media (radio/TV stations/newspapers)			
Clergy/fair-based organizations			
Chic or volunteer organizations			
Organizations serving LGBTQ individuals			
Military			
Law enforcement agencies			
Courts/judiciary system			
Substance abuse treatment organizations			
Substance abuse prevention organizations			
Health care professionals/agencies			
Mental health professionals/agencies			
Other: State, local, or tribal government agencies			

Which of the following local data-related resources are available for your SPF-PFS efforts.

Data-Related Resources	Does not exist or is not available to SPF-PFS	Available, but needs to be enhanced	Where Most Appropriate
A local database to house community, program, or participant data			Available and adequate
Procedures for access to a state/jurisdiction/tribal grantee database			
Expertise of local stakeholders in understanding and using data			

How have you worked to develop or enhance the data infrastructure needed for data-driven needs assessment, planning, and evaluation?

Type X For All That Apply	Data Infrastructure
	Not applicable; no work has been done to enhance data infrastructure
	Developed or implemented a community-level survey/data collection effort
	Developed or implemented a community-led qualitative data collection effort (e.g., interviews, focus groups)
	Developed or enhanced procedures for accessing data from other local agencies (e.g., education, child welfare, hospitals)
	Created or enhanced a local database to house community, program, or participant data
	Developed procedures for participation in a state/tribal/jurisdiction database
	Enhanced skills of expertise of local stakeholders in understanding and using data
	Developed procedures for utilizing data provided by the state/tribal entity/jurisdiction

Exhibit A Attachment II

How has your organization worked to ensure that prevention intervention activities and outcomes continue after SPF-PFS funding has ended?

Type of Effort That Apply	Prevention Intervention Activities
	Not applicable; no work was done to ensure that prevention intervention activities and outcomes continue after SPF-PFS funding has ended
	Leveraged, redirected, or realigned other funding sources or in-kind resources (e.g., used the success of the SPF-PFS efforts to secure other funds)
	Worked to ensure that prevention intervention activities are incorporated into the missions/goals and activities of other organizations (e.g., school districts)
	Worked to ensure that prevention staff positions are folded into other organizations (e.g., school districts, community agencies)
	Worked to gain formal adoption of prevention intervention activities into other organizations' practices (e.g., school district curriculum, organizational policy change)
	Worked to implement local level laws, policies, or regulations to guarantee the continuation of prevention intervention activities or outcomes
	Worked on developing a partnership structure that will continue to function beyond the end of the SPF-PFS grant period

How much impact did the following barriers have on your prevention activities?

Barriers	No Impact	Low Impact	Moderate Impact	High Impact
Cultural norms, attitudes, or practices favoring substance use				
Lack of community awareness of the extent or consequences of substance abuse				
Community disorganization				
High poverty rates/low socioeconomic status				
High unemployment or underemployment				
Low literacy, lack of education, education a low priority, or high dropout rates				
Large recent refugee/migrant population				
Language barriers				
Easy access to alcohol for underage youth				
Easy access to prescription drugs for nonmedical use				
Not enough funds for prevention interventions				
Lack of relevant prevention interventions for specific populations at risk				
Lack of transportation, difficulty reaching some parts of the community				
Lack of trust in law enforcement, government, social services				
Limited legal policies/laws or enforcement				
Lack of drug-free activities for area youth				
Lack of supervision for area youth				
Events that included substance use and received local media coverage				
Stressful events affecting large portions of population - fires, earthquakes, etc.				

Exhibit A Attachment II

All Funding

Describe the types and amount of funding for substance abuse prevention your organization receives.

Source of Funding/Expenses	Total dollar amount that went to substance abuse prevention for your organization	Type (%) of funding used for SAE-PFS activities	Amount of this funding stream used for SAE-PFS activities
SPE-PFS			
Drug-Free Communities (DFC) grant			
Sober Truth on Preventing Underage Drinking (STOP) Ad funding			
Minority HIV/AIDS Initiative (MAI HIV)			
Substance Abuse Prevention and Treatment Block Grant			
Medicaid (Federal, State, local)			
Other Federal funds			
Other State/federal/jurisdiction funds			
Other local government funds			
Foundations/nonprofit organizations			
Corporate/business entities			
Individual donations/funding from fundraising events			

Prevention Intervention Costs

What were the total costs (labor and non-labor) that your organization incurred to implement the prevention intervention?

Intervention type	Labor Costs	Non-labor Costs	Total
Targeted Education			\$0.00
Community Outreach			\$0.00
Policy Development			\$0.00
Information Dissemination	\$0.00		\$0.00

For each job type, provide the number of hours worked for staff in that category who contributed to implementing the prevention intervention.

Intervention Implementation Staff	Job Type	FTEs Contributed to Implementing Intervention
Other Staff (Administrative, Supervisory, Evaluation, and Support Staff)		0.0

What was the total cost of contracted services?

\$0.00

Provide the total costs for any intervention supplies, incentives, and office supplies related to your intervention implementation.

Program supplies, incentives, and office supplies	Total Costs
Intervention supplies	
Incentives	
General office supplies and minor equipment (under \$2,000)	\$0.00

Provide the total non-labor costs for any ongoing regular training activities related to the intervention implementation.

\$0.00

Report the overhead/indirect rate for your organization in the appropriate field below, based on how the rate is applied.

Overhead rate:
If the rate applies to labor and fringe ONLY, enter the rate here: 0.0000%
If the rate applies to ALL direct costs WITHOUT exceptions, enter the rate here: 0.0000%
If the rate applies to ALL direct costs WITH EXCEPTIONS, enter the rate here: 0.0000%

Identify any other costs associated with the intervention implementation.

Description	Total Costs
	\$0.00

Exhibit A Attachment II

Prevention Intervention In-Kind Contributions

Estimate the amount of in-kind labor that supported the intervention implementation.

Job Type	FTEs Contributed to Implementing Intervention	Estimated Value
Intervention Implementation Staff Other Staff (Administrative, Supervisory, Evaluation, and Support Staff)	0.0	\$0.00

List any in-kind non-labor that supported intervention implementation.

In-Kind Contributions (non-labor)	Estimated Value
	\$0.00

Start-Up Intervention Costs

Which of the following activities did your organization undertake related to starting up this prevention intervention.

Type (X For All That Apply)	Activities
	Hired new staff to implement the intervention.
	Purchased a prevention intervention.
	Developed a new prevention intervention.
	Participated in an initial training on the intervention.
	Developed policies and procedure related to implementing the intervention.
	Recruited partners to assist with intervention implementation.
	Acquired additional building space to implement intervention activities.
	Other start-up activities.
	Our organization did not conduct any start-up or intervention development activities.

What was the total labor expense (including all fringe benefits and payroll taxes) for paid employees for their role in start-up activities?

\$0.00

For each job category, provide the number of hours worked for staff in that category who contributed to implementing the prevention intervention.

Job Type	FTEs Contributed to Start-Up
Intervention Implementation Staff Other Staff (Administrative, Supervisory, Evaluation, and Support Staff)	0.0

List any non-labor costs that supported start-up activities.

Non-Labor Contributions	Estimated Value
	\$0.00

Exhibit A Attachment II

Targeted Education

Track the Targeted Education interventions that were implemented as part of your SPF-PFS efforts.

Intervention	Specific Services/Activities	Date Started (MM/YY)	Intervention Targets	Status	Date Completed (MM/YY)
1					
2					
3					
4					

(continued) Indicate the locations and target population being served by each intervention (listed above).

Location (e.g. School Name, Business, Community Center)	City/Town	County	Zip Code	Target Population Description	Which, if any, estimated target population numbers within the target described?
1					
2					
3					
4					

(continued) How many of your key stakeholders, partners and partner organizations supported or partnered with you on each intervention (listed above)?

Sector	Number of Organizations	Number of Individuals	Did your organization leverage non-SPF-PFS funding or resources to support implementation of this intervention?	Which, if any, organizations or other substance use prevention funding sources or resources supported this intervention?	Approximately what percentage of total funding for this intervention came from SPF-PFS?
1					
2					
3					
4					

Which consumption patterns or consequences did the intervention(s) target?

Type: (X) For All That Apply	Consumption/Consequences
	Nonmedical use of prescription drugs by youth age 12-17
	Nonmedical use of prescription drugs by young adults age 18 to 25
	Motor vehicle crashes
	Crime
	Prescription drug-related illnesses and deaths
	Hospitalizations or emergency room visits
	Poisonings (overdoses) of prescription drugs

Which intervening variables did the intervention(s) target?

Type: (X) For All That Apply	Intervening Variables
	Laws related to prescription drugs
	Level of enforcement
	Social access
	Retail access
	Retail promotion
	Norms-perceived parent or peer attitudes on both
	Norms-perceived peer use
	Perceived risk of harm
	Perceived risk of getting caught
	Family communication around alcohol use or prescription drug use
	Resistances or life skills or both
	Availability of prosocial activities
	School policies

Exhibit A Attachment II

Which factors were considered when choosing the intervention(s)?

Type	For All that Apply	Considerations
	<input type="checkbox"/>	It matched your target outcomes
	<input type="checkbox"/>	It matched your target intervening variables
	<input type="checkbox"/>	It addressed your specific target populations
	<input type="checkbox"/>	It is culturally responsive to community needs
	<input type="checkbox"/>	You perceive community support for it
	<input type="checkbox"/>	You have used this intervention in the past
	<input type="checkbox"/>	The intervention designer will provide training and technical assistance
	<input type="checkbox"/>	Its cost meets your needs
	<input type="checkbox"/>	You see strength of evidence that the intervention is effective in changing your target outcomes
	<input type="checkbox"/>	You see strength of evidence that the intervention is effective in changing your target intervening variables
	<input type="checkbox"/>	The intervention was recommended by your State, tribal entity, or jurisdiction

Did the intervention(s) include a curriculum or manual? By curriculum or manual, we mean a set of instructions about how to deliver the prevention intervention. This can be a preexisting curriculum, manual created by the prevention intervention developer, a formal curriculum, or a manual developed by the community partner.

Select Response

Did the intervention(s) reach the same individuals over multiple sessions? An example would be a prevention that is delivered to the same group of participants every Monday night for 6 weeks, or to an eighth-grade health class every Friday in a semester.

Select Response

Was the intervention(s) implemented in a series of cycles, in which a new group of participants is served on a regular schedule, such as a new school year? If your intervention takes place for a period of time with the same participants and then starts over with new participants, select "Yes." A prevention intervention strategy can be both recurring and implemented in a series of cycles.

Select Response

Which format(s) did the intervention(s) target?

Type	For All that Apply	Format
	<input type="checkbox"/>	Individual
	<input type="checkbox"/>	Small group (2-9)
	<input type="checkbox"/>	Large group (10-49)
	<input type="checkbox"/>	Extra-large group (50+)
	<input type="checkbox"/>	Web-based

Which age group(s) did the intervention(s) target?

Type	For All that Apply	Age Groups
	<input type="checkbox"/>	Children 0 to 11
	<input type="checkbox"/>	Youth age 12 to 17
	<input type="checkbox"/>	Young adults age 18 to 20
	<input type="checkbox"/>	Young adults age 21 to 25
	<input type="checkbox"/>	Adults age 26 or older

Which population type(s) did the intervention(s) target?

Type	For All that Apply	Population Targeted
	<input type="checkbox"/>	Middle school students
	<input type="checkbox"/>	High school students
	<input type="checkbox"/>	College students
	<input type="checkbox"/>	Parents
	<input type="checkbox"/>	Health care providers
	<input type="checkbox"/>	Employees (i.e., recipients of a workplace substance abuse prevention program)
	<input type="checkbox"/>	Current or former military members
	<input type="checkbox"/>	Military family members
	<input type="checkbox"/>	Lesbian/gay/bisexual/transgender/questioning individuals (LGBTQ)
	<input type="checkbox"/>	Individuals in poverty
	<input type="checkbox"/>	Individuals whose native language is other than English
	<input type="checkbox"/>	Individuals with low literacy
	<input type="checkbox"/>	Individuals with mental illness
	<input type="checkbox"/>	Individuals with disabilities (e.g., hearing, visually, or physically impaired)

Exhibit A Attachment II

List each separate location where you implemented the intervention(s). Then indicate how many groups of participants started the prevention education intervention and how many groups completed the prevention education intervention. Do not include groups who started and completed in previous reporting periods. Count each group in the location separately (e.g., count each classroom in each school).

Location (e.g., Wason Middle School)	Number of Groups Started in the Past 6 Months	Number of Groups Completed in the Past 6 Months

What was the average number of sessions provided for all groups of participants in the prevention education intervention?

Average Number of Sessions	
----------------------------	--

What was the average length of the individual sessions?

Average Length (hours)	
------------------------	--

How many total participants were served by the intervention(s)? Respond with your best estimate.

Total Participants	
--------------------	--

How many new participants were served by the intervention(s)? Respond with your best estimate.

New Participants	
------------------	--

Complete the demographic tables below for the new participants served. Respond with your best estimates.

Gender	Number Served
Females	
Males	
Unknown	0

Age Group	Number Served
Children age 0 to 11	
Youth age 12 to 17	
Young adults age 18 to 20	
Young adults age 21 to 25	
Adults age 26 and older	
Unknown	0

Speaks English	Number Served
Very well	
Well	
Not at all	
Unknown	0

Primary Language	Number Served
English	
Spanish	
Other	
Unknown	0

Military Status	Number Served
Currently serve in Armed Forces	
Currently serve in Reserves	
Currently serve in National Guard	
Served in past, not currently	
Never served in the military	
Unknown	0

Raced Group	Number Served
American Indian/Alaskan Native	
Black/African American	
White	
Asian	
Native Hawaiian/Other Pacific Islander	
Multiracial	
Other	
Unknown	0

Hispanic/Latino/a or Spanish origin	Number Served
Hispanic, Latino/a or Spanish origin	
Non-Hispanic, non-Latino/a or Spanish origin	
Unknown	0

Disabilities	Number Served
Deaf or difficulty hearing	
Blind or difficulty seeing	
Serious difficulty walking or climbing stairs	
Difficulty dressing or bathing	
Difficulty concentrating, remembering, or making decisions because of a physical, mental, or emotional condition	
Difficulty doing errands alone, such as visiting a doctor or shopping, because of a physical, mental, or emotional condition	
Unknown	0

Military Family Member Status	Number Served
Family member of someone on active duty in Armed Forces, Reserves, or National Guard	
Family member of someone separated or retired from Armed Forces, Reserves, or National Guard	
Not a family member of a current/past military member	
Unknown	0

Exhibit A Attachment II

Community Outreach

Track the Community Outreach interventions that were implemented as part of your SPF-PFS efforts.

Intervention	Specific Services/Activities	Date Started (MM/YY)	Intervention Targets	Status	Date Completed (MM/YY)
1					
2					
3					
4					

(continued) Indicate the locations and target population being served by each intervention (listed above).

Location (e.g., School Name, Business, Community Center)	City/Town	County	Zip Code	Target Population/Description	What is the estimated target population number within the area described?
1					
2					
3					
4					

(continued) How many of your key stakeholders, partners and partner organizations supported or partnered with you on each intervention (listed above)?

Sector	Number of Organizations	Number of Individuals	Did your organization leverage non-SPF-PFS funding or resources to support implementation of this intervention?	Which of your organization's other substance use prevention funding sources or resources supported this intervention?	Approximately what percentage of total funding for this prevention intervention comes from SPF-PFS?
1					
2					
3					
4					

Which consumption patterns or consequences did the intervention(s) target?

Type (X's For All That Apply)	Consumption/Consequences
	Nonmedical use of prescription drugs by youth age 12-17
	Nonmedical use of prescription drugs by young adults age 18 to 25
	Motor vehicle crashes
	Crime
	Prescription drug-related illnesses and deaths
	Hospitalizations or emergency room visits
	Poisonings (overdoses) of prescription drugs

Which intervening variables did the intervention(s) target?

Type (X's For All That Apply)	Intervening Variables
	Legal restrictions on prescription drugs
	Level of enforcement
	Social norms
	Retail access
	Retail promotion
	Norms-perceived parent or peer attitudes or both
	Norms-perceived peer use
	Perceived risk of harm
	Perceived risk of getting caught
	Family communication around alcohol use or prescription drug misuse
	Resistance or life skills or both
	Availability of prosocial activities
	School policies

Which factors were considered when choosing the intervention(s)?

Type (X's For All That Apply)	Considerations
	It matched your target outcomes
	It addressed your target intervening variables
	It addressed your specific target populations
	It is culturally responsive to community needs
	You perceive that it will be easy to implement
	You have used this intervention in the past
	The intervention designer will provide training and technical assistance
	Its cost meets your needs
	You see strength of evidence that the intervention is effective in changing your target outcomes
	You see strength of evidence that the intervention is effective in changing your target intervening variables
	The intervention was recommended by your State, tribal entity, or jurisdiction

Exhibit A Attachment II

What was the intended purpose(s) of the intervention(s)?

Type: XCF For All That Apply	Purpose
	To raise awareness of one or more specific substance use prevention problems in the community
	To gain support from the community for substance abuse prevention efforts
	To provide information on the risks of substance use
	To provide substance abuse prevention information (e.g., information on securing prescription drugs in the household)
	To change individual behaviors with regard to substance use
	To provide intervention program information (e.g., contact information, meeting times)
	To provide surveillance and monitoring information (e.g., information about whom to contact if you suspect underage alcohol sales)
	To provide a directory of substance use prevention resources in the community

Did the intervention(s) raise community awareness of prescription drug misuse problems?

Select Response

Indicate the community members and groups that the intervention(s) targeted.

Type: XCF For All That Apply	Target/Audience
	The general public
	Youth groups or representatives
	Schools or school districts
	Youth-serving organizations other than schools (e.g., Big Brothers/Big Sisters, Boy Scouts/Girl Scouts)
	Parents, family, or caregiver groups
	Advocacy volunteers
	Business community
	Media (e.g., radio and television stations, newspapers and magazines)
	Faith-based organizations (e.g., churches, charitable organizations with religious affiliations such as Catholic Charities)
	Civic or volunteer organizations (e.g., Kiwanis, Fraternal Order of Police, Women's League, local sports or neighborhood associations)
	LGBTQ supportive organization
	Military or veteran organization
	Law enforcement agencies (e.g., local, tribal, state, and federal law enforcement agencies, including the police, FBI, and DEA)
	U.S. Department of Justice
	State, tribal, or local jails and prisons
	Health care professionals
	State, tribal, jurisdiction, or local public health departments
	Mental health professionals or agencies
	Other: State, tribal, or jurisdiction government agencies (e.g., public health, public safety, social services, American Indian tribal government)
	Local, village, or tribal agencies (mayor's office, city council, tribal council, Alaska Native Corporation agencies)

Indicate the total number of different community groups or organizations that the intervention(s) targeted.

Total Community Groups

Estimate the total number of individuals who were reached or affected by the intervention(s).

Total Individuals Reached

Estimate the number of new individuals who were reached or affected by the intervention(s).

New Individuals Reached

Exhibit A Attachment II

Complete the demographic tables below for the new participants reached. Respond with your best estimates.

	Number Reached
Gender:	
Females	
Males	
Unknown	0
Age Group:	Number Reached
Children age 0 to 11	
Youth age 12 to 17	
Young adults age 18 to 20	
Young adults age 21 to 25	
Adults age 26 and older	
Unknown	0
Speak English:	Number Reached
Very well	
Well	
Not well	
Not at all	
Unknown	0
Primary Language:	Number Reached
English	
Spanish	
Other	
Unknown	0
Military Status:	Number Reached
Currently serve in Armed Forces	
Currently serve in Reserves	
Currently serve in National Guard	
Served in past, not currently	
Never served in the military	
Unknown	0

	Number Reached
Racial Group:	Number Reached
American Indian/Alaska Native	
Black/African American	
White	
Asian	
Native Hawaiian/Other Pacific Islander	
Multiracial	
Other	
Unknown	0
Hispanic/Non-Hispanic:	Number Reached
Hispanic, Latino/a or Spanish origin	
Non-Hispanic, non-Latino/a or Spanish origin	
Unknown	0
Disabilities:	Number Reached
Deaf or difficulty hearing	
Blind or difficulty seeing	
Serious difficulty walking or climbing stairs	
Difficulty dressing or bathing	
Difficulty concentrating, remembering, or making decisions because of a physical, mental, or emotional condition	
Difficulty doing errands alone, such as visiting a doctor or shopping, because of a physical, mental, or emotional condition	
Unknown	0
Military Family Member Status:	Number Reached
Family member of someone on active duty in Armed Forces, Reserves, or National Guard	
Family member of someone separated or retired from Armed Forces, Reserves, or National Guard	
Not a family member of a current/past military member	
Unknown	0

Exhibit A Attachment II

Policy Development

Track the Policies, Ordinances, and Procedures that were implemented as part of your SPF-PFS efforts.

1	2	3	4
Initial Verifier	Specific Services/Activities	Date Started (MM/YY)	Date Completed (MM/YY)

(continued) Indicate the locations and target population being served by each intervention (listed above).

1	2	3	4
Location (e.g., Schools, Nursing Homes, Community Center)	City/Town	County	Zip Code

(continued) How many of your key stakeholders, partners and partner organizations supported or partnered with you on each intervention (listed above)?

1	2	3	4
Number of Organizations	Number of Individuals	Did your organization leverage non-SPF-PFS funding or resources to support implementation of this intervention?	Which of your organization's other substance use prevention funding sources or resources supported this intervention?

Which consumption patterns or consequences did the intervention(s) intended to target?

Type: X= For All That Apply
Consumption/Consequences
Nonmedical use of prescription drugs by youth, age 12-17
Nonmedical use of prescription drugs by young adults, age 18 to 25
Motor vehicle crashes
Crime
Prescription drug related illnesses and deaths
Hospitalizations or emergency room visits
Poisonings (overdoses) of prescription drugs

Which intervening variables did the intervention(s) intended to target?

Type: X= For All That Apply
Intervening Variables
Laws related to prescription drugs
Level of enforcement
Social access
Retail access
Retail promotion
Norms-perceived parent or peer attitudes or both
Norms-perceived peer use
Perceived risk of harm
Family communication around alcohol use or prescription drug misuse
Resilience or life skills or both
Availability of professional activities
School policies

Which factors were considered when choosing the intervention(s)?

Type: X= For All That Apply
Considerations
It matched your target outcomes
It addressed your specific target populations
It is culturally responsive to community needs
You perceive community support for it
You have used this intervention in the past
The intervention designer will provide training and technical assistance
Its cost meets your needs
You see strength of evidence that the intervention is effective in changing your target outcomes
You see strength of evidence that the intervention is effective in changing your target intervening variables
The intervention was recommended by your State, tribal entity, or jurisdiction

Exhibit A Attachment II

How many **different organizations** did you engage with the intervention(s)?

Different Organizations

How many **new organizations** did you engage with the intervention(s)?

New Organizations

Select the activities that best describe the intervention(s).

Type	For All that Apply	Activity
<input type="checkbox"/>	<input type="checkbox"/>	Worked to enact policies related to retail access (e.g. prescription drug monitoring programs)
<input type="checkbox"/>	<input type="checkbox"/>	Worked to enact policies related to social access (e.g. prescription drug take back policies)
<input type="checkbox"/>	<input type="checkbox"/>	Worked to enact policies related to consumption of substances in public places (e.g. open container laws)
<input type="checkbox"/>	<input type="checkbox"/>	Worked to enact regulations on prescription drug advertising and billboard placements in the community
<input type="checkbox"/>	<input type="checkbox"/>	Worked to establish school, workplace, or organizational policies related to substance use
<input type="checkbox"/>	<input type="checkbox"/>	Worked to enact policies to reduce the problems/consequences associated with substance abuse

Did your organization contact elected officials to provide information about policies to be enacted?

Select Responses

If so, how many elected officials were contacted?

Elected Officials

Estimate the total number of individuals who were reached or affected by the intervention(s).

Total Individuals Reached

Exhibit A Attachment II

Information Dissemination

Track the information dissemination interventions that were implemented as part of your SPF-PFS efforts.

Intervention	Specific Services/Activities	Date Started (MM/YY)	Intervention Target	Status	Date Completed (MM/YY)
1					
2					
3					
4					

(continued) Indicate the locations and target population being served by each intervention (listed above).

Location (e.g., School Name, Business, Community Center)	City/Town	County	Zip Code	Target Population Description	What is the estimated target population number within the area described?
1					
2					
3					
4					

(continued) How many of your key stakeholders, partners and partner organizations supported or partnered with you on each intervention (listed above)?

Salco	Number of Organizations	Number of Individuals	Did your organization leverage non-SPF-PFS funding or resources to support implementation of this intervention?	Which of your organization's other substance use prevention funding sources or resources supported this intervention?	Approximately what percentage of total funding for this prevention intervention comes from SPF-PFS?
1					
2					
3					
4					

Which consumption patterns or consequences did the intervention(s) intended to target?

Type "X" For All That Apply	Consumption/Consequences
	Nonmedical use of prescription drugs by youth age 12-17
	Nonmedical use of prescription drugs by young adults age 18 to 25
	Motor vehicle crashes
	Crime
	Prescription drug-related illnesses and deaths
	Hospitalizations or emergency room visits
	Poisonings (overdoses) of prescription drugs

Which intervening variables did the intervention(s) intended to target?

Type "X" For All That Apply	Intervening Variables
	Level of enforcement
	Social access
	Retail promotion
	Norms-perceived parent or peer attitudes or both
	Perceived risk of harm
	Family communication around alcohol use or prescription drug misuse
	Resistance or life skills or both
	Availability of prosocial activities
	School policies

Which factors were considered when choosing the intervention(s)?

Type "X" For All That Apply	Considerations
	It matched your target outcomes
	It matched your target intervening variables
	It addressed your specific target populations
	It is culturally responsive to community needs
	You perceive community support for it
	You perceive that it will be easy to implement
	You have used this intervention in the past
	The intervention designer will provide training and technical assistance
	Its cost meets your needs
	You see strength of evidence that the intervention is effective in changing your target outcomes
	You see strength of evidence that the intervention is effective in changing your target intervening variables
	The intervention was recommended by your State, tribal entity, or jurisdiction

Exhibit A Attachment II

Which of the following best describes the implementation history of the intervention(s) in your community.

Type: For One Response	Implementation history
Not implemented in the community before SPR-PFS funding	
Continuation of a SFE SIG prevention intervention	

Did the prevention intervention(s) include a curriculum or manual? By curriculum or manual, we mean a set of instructions about how to deliver the prevention intervention. This can be a pre-existing curriculum or manual created by the prevention intervention developer or a formal curriculum or manual developed by the community partner.

Select Response	
-----------------	--

What was the intended purpose(s) of the intervention(s)?

Type: For All That Apply	Purpose(s)
	To raise awareness of one or more specific substance use prevention problems in the community
	To gain support from the community for substance abuse prevention efforts
	To provide information on the risks of substance use
	To provide substance abuse prevention information (e.g., information on securing prescription drugs in the household)
	To change individual behaviors with regard to substance use
	To provide intervention program information (e.g., contact information; meeting times)
	To provide surveillance and monitoring information (e.g., information about whom to contact if you suspect underage alcohol sales)
	To provide a directory of substance use prevention resources in the community

Did the intervention(s) raise community awareness of prescription drug misuse problems?

Select Response	
-----------------	--

Indicate the community members and groups that the intervention(s) targeted.

Type: For All That Apply	Target Audience
	The general public
	Youth groups or representatives
	Schools or school districts
	Youth-serving organizations other than schools (e.g., Big Brothers/Big Sisters, Boy Scouts/Girl Scouts)
	Parents, family, or caregiver groups
	Advocacy volunteers
	Business community
	Media (e.g., radio and television stations, newspapers and magazines)
	Faith-based organizations (e.g., churches, charitable organizations with religious affiliations such as Catholic Charities)
	Civic or volunteer organizations (e.g., Kiwanis, Fraternal Order of Police, Women's League, local sports or neighborhood associations)
	LGBTQ-supportive organization
	Military or veteran organization
	Law enforcement agencies (e.g., local, tribal, state, and federal law enforcement agencies, including the police, FBI, and DEA)
	U.S. Department of Justice
	State, tribal, or local jails and prisons
	Health care professionals
	State, tribal, jurisdiction, or local public health departments
	Mental health professionals or agencies
	Other State, tribal, or jurisdiction government agencies (e.g., public health, public safety, social services, American Indian tribal government)
	Local, village, or tribal agencies (mayor's office, city council, tribal council, Alaska Native Corporation agencies)

Indicate the total number of different community groups or organizations that the intervention(s) targeted.

Total Community Groups	
------------------------	--

Estimate the total number of individuals who were reached or affected by the intervention(s).

Total Individuals Reached	
---------------------------	--

Exhibit A Attachment II

Complete the demographic tables below for the new participants reached or affected. Respond with your best estimates.

Gender	Number Reached
Females	
Males	
Unknown	0

Age Group	Number Reached
Children age 0 to 11	
Youth age 12 to 17	
Young adults age 18 to 20	
Young adults age 21 to 25	
Adults age 26 and older	
Unknown	0

Speak English	Number Reached
Very well	
Well	
Not well	
Not at all	
Unknown	0

Primary Language	Number Reached
English	
Spanish	
Other	
Unknown	0

Military Status	Number Reached
Currently serve in Armed Forces	
Currently serve in Reserves	
Currently serve in National Guard	
Served in past, not currently	
Never served in the military	
Unknown	0

Racial Group	Number Reached
American Indian/Alaska Native	
Black/African American	
White	
Asian	
Native Hawaiian/Other Pacific Islander	
Multiracial	
Other	
Unknown	0

Hispanic/Latino or Spanish origin	Number Reached
Hispanic/Latino or Spanish origin	
Non-Hispanic, non-Latino or Spanish origin	
Unknown	0

Disabilities	Number Reached
Deaf or difficulty hearing	
Blind or difficulty seeing	
Serious difficulty walking or climbing stairs	
Difficulty dressing or bathing	
Difficulty concentrating, remembering, or making decisions because of a physical, mental, or emotional condition	
Difficulty doing errands alone, such as visiting a doctor or shopping, because of a physical, mental, or emotional condition	
Unknown	0

Military Family Member Status	Number Reached
Family member of someone on active duty in Armed Forces, Reserves, or National Guard	
Family member of someone separated or retired from Armed Forces, Reserves, or National Guard	
Not a family member of a current/past military member	
Unknown	0

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Allison Tamai
Department of Health Care Services
Clinical Assurance & Administrative Support Division
1501 Capitol Avenue, MS 4506
Sacramento, CA 95814

DHCS, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by DHCS and shall not require an amendment to this Agreement.

C. Invoices shall:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- 2) Bear the Contractor's name as shown on the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in the Agreement budget years. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by DHCS.
- 5) Include a quarterly progress report utilizing the Data Collection Tool provided by DHCS as identified in Exhibit A, Provision 5A.Item 3.b.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Agreement shall not exceed:
- 1) \$100,000 for the budget period of 07/01/17 through 06/30/18
 - 2) \$100,000 for the budget period of 07/01/18 through 06/30/19
 - 3) \$100,000 for the budget period of 07/01/19 through 06/30/20
 - 4) \$100,000 for the budget period of 07/01/20 through 06/30/21
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.
- B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit H)**" acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability. DHCS will request copies of all supporting fiscal documentation for one randomly selected calendar quarter per Agreement year for review.
- C. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information."
- E. Costs and/or expenses deemed unallowable are subject to recovery by DHCS. See provision 7 in this exhibit entitled, "Recovery of Overpayments" for more information.
- F. The State may withhold or disallow payments, reduce or terminate funds, and/or deny future funding anytime a Contractor fails to comply with any term or condition of the agreement or program guidelines. Failure to comply may include, but is not limited to, the failure to submit acceptable and timely reimbursement invoices, quarterly, or annual comprehensive reports.

7. Recovery of Overpayments

- A. Contractor agrees that invoices based upon a contractual Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by DHCS by one of the following options:
 - 1) Contractor's remittance to DHCS of the full amount of the audit exception within 30 days following DHCS' request for repayment;
 - 2) A repayment schedule which is agreeable to the both DHCS and the Contractor.
- B. DHCS reserves the right to select which option will be employed and the Contractor will be notified by DHCS in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of DHCS' demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to DHCS, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of DHCS' notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Use of Funds

- A. The Contractor agrees that funds provided from the Agreement cannot be used for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- B. The Contractor agrees that the funds may not be used for religious worship, instruction, proselytization, or for equipment and supplies to be used for any of these activities.
- C. The Department of Health and Human Services Appropriations Act requires that to the greatest extent possible, all equipment and products purchased with funds made available under this award should be American made.

Exhibit B
Budget Detail and Payment Provisions

- D. The Contractors who apply or bid for an award of \$100,000 or more shall file the required anti-lobbying certification. Each tier certifies to the tier above it that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency or any officer, employee or member of Congress in connection with the awarding, modifying, renewing or extending of any federal contract, grant, loan, cooperative contract, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier.
- E. The Contractor is responsible for assuring that the use of funds from this Agreement will comply with Section 516 of the Public Health Services Act, as amended (42 USC § 290bb-22) and 45 CFR Part 92, as applicable. Further, the funds will only be used for allowable costs under the appropriate Office of Management and Budget Circular, "General Principles for Determining Allowable Costs" (2 CFR 200).
- F. The Contractor agrees that it has no ongoing or completed projects under Agreement with other federal funding sources that duplicate or overlap any work contemplated or described in this project. It is further agreed that any pending or proposed request for other federal funds that would duplicate or overlap work under this project will be revised to exclude any such duplication of Agreement fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery.
- G. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the federal Executive Level II, which is currently \$185,100 annually.

Exhibit B Attachment I
Budget
Year 1
 (July 1, 2017 through June 30, 2018)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	1	\$42,557	50%	\$ 21,279
			Total Salary	\$ 21,279
		Fringe Benefits (67.70%)		\$ 14,405
			Total Personnel	\$ 35,684

Operating Expenses

- Communications
- Supplies
- Printing Supplies

Total Operating Expenses \$ 960

Travel (at CalHR reimbursement rates)

- Learning Community- Sacramento- Travel costs to attend trainings and meetings
- Travel for 3 people (Travel expenses may include county staff, coalition and community members)
- Local Travel

Total Travel Expenses \$ 1,776

Sub-contracts

- Mendocino County Youth Project \$40,952
- Mendocino Office of Education \$5,000

Total Subcontracts \$ 45,952

Other Costs

- Public Awareness Materials
- Media Campaign Support (posters, flyers, brochures, promotions)

Total Other Costs \$ 6,707

Indirect Costs (25% of Total Personnel)

Indirect Costs \$ 8,921

Annual Budget Total \$ 100,000

Exhibit B Attachment II
 Budget
 Year 2
 (July 1, 2018 through June 30, 2019)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	1	\$44,678	52%	\$ 23,233
Staff Assistant III	1	\$33,946	21%	\$ 7,129
		Total Salary		\$ 30,362
		Fringe Benefits (67.70%)		\$ 20,555
			Total Personnel	\$ 50,917

Operating Expenses

Communications
 Supplies
 Printing Supplies

Total Operating Expenses \$ 1,401

Travel (at CalHR reimbursement rates)

Learning Community- Sacramento- Travel costs to attend trainings and meetings
 Travel for 3 people (Travel expenses may include county staff, coalition and community members)
 Local Travel

Total Travel Expenses \$ 1,983

Sub-contracts

Mendocino County Youth Project \$24,970
 Mendocino Office of Education \$5,000

Total Subcontracts \$ 29,970

Other Costs

Public Awareness Materials
 Media Campaign Support (posters, flyers, brochures, promotions)

Total Other Costs \$ 3,000

Indirect Costs (25% of Total Personnel)

Indirect Costs \$ 12,729

Annual Budget Total \$ 100,000

Exhibit B Attachment III
Budget
Year 3
 (July 1, 2019 through June 30, 2020)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	1	\$46,904	50%	\$ 23,452
Staff Assistant III	1	\$35,651	20%	\$ 7,130
		Total Salary		\$ 30,582
		Fringe Benefits (67.70%)		\$ 20,704
			Total Personnel	\$ 51,286

Operating Expenses

Communications
 Supplies
 Printing Supplies

Total Operating Expenses \$ 960

Travel (at CalHR reimbursement rates)

Learning Community- Sacramento- Travel costs to attend trainings and meetings
 Travel for 3 people (Travel expenses may include county staff, coalition and community members)
 Local Travel

Total Travel Expenses \$ 1,982

Sub-contracts

Mendocino County Youth Project \$24,970
 Mendocino Office of Education \$5,000

Total Subcontracts \$ 29,970

Other Costs

Public Awareness Materials
 Media Campaign Support (posters, flyers, brochures, promotions)

Total Other Costs \$ 2,980

Indirect Costs (25% of Total Personnel)

Indirect Costs \$ 12,822

Annual Budget Total \$ 100,000

Exhibit B Attachment IV
Budget
Year 4
(July 1, 2020 through June 30, 2021)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	1	\$49,254	50%	\$ 24,627
Staff Assistant III	1	\$37,440	17%	\$ 6,365
		Total Salary		\$ 30,992
		Fringe Benefits (67.70%)		\$ 20,981
			Total Personnel	\$ 51,973

Operating Expenses

Communications
Supplies
Printing Supplies

Total Operating Expenses \$ 960

Travel (at CalHR reimbursement rates)

Learning Community- Sacramento- Travel costs
to attend trainings and meetings
Travel for 3 people (Travel expenses may include
county staff, coalition and community members)
Local Travel

Total Travel Expenses \$ 1,982

Sub-contracts

Mendocino County Youth Project \$24,970
Mendocino Office of Education \$5,000

Total Subcontracts \$ 29,970

Other Costs

Public Awareness Materials
Media Campaign Support (posters, flyers,
brochures, promotions)

Total Other Costs \$ 2,122

Indirect Costs (25% of Total Personnel)

Indirect Costs \$ 12,993

Annual Budget Total \$ 100,000

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

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

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Suspension or Stop Work Notification
16. Financial and Compliance Audit Requirements	32. Lobbying Restrictions and Disclosure Certification

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60; "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.
- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall

make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
 - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
 - i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

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

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

Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner 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 or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required

for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by

Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

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

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

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's

decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

- (4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

17. Human Subjects Use Requirements

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

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

18. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

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

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

32. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

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

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

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

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

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

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

Exhibit E
Additional Provisions

1. Amendment Process

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the both parties and the Department of General Services (DGS), if DGS approval is required.

2. Cancellation / Termination

- A. This Agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. The Contractor shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

3. Avoidance of Conflicts of Interest by Contractor

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict

Exhibit E
Additional Provisions

of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Freeze Exemptions

- A. Contractor agrees that any hiring freeze adopted during the term of this Agreement shall not be applied to the positions funded, in whole or part, by this Agreement.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Agreement.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this Agreement shall not restrict travel funded, in whole or part, by this Agreement.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this Agreement shall not restrict or limit purchases funded, in whole or part, by this Agreement.

Exhibit F
HIPAA Business Associate Addendum

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

Exhibit F
HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data

Exhibit F
HIPAA Business Associate Addendum

set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

Exhibit F
HIPAA Business Associate Addendum

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

Exhibit F

HIPAA Business Associate Addendum

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.**H. Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

Exhibit F**HIPAA Business Associate Addendum**

- I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Exhibit F
HIPAA Business Associate Addendum

2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the

Exhibit F
HIPAA Business Associate Addendum

contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

Exhibit F
HIPAA Business Associate Addendum

- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

Exhibit F**HIPAA Business Associate Addendum**

- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

Exhibit F
HIPAA Business Associate Addendum

- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit F
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

Exhibit F
HIPAA Business Associate Addendum

- E. Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

Exhibit F**HIPAA Business Associate Addendum**

- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

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

IV. Business Continuity / Disaster Recovery Controls

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

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

Exhibit F

HIPAA Business Associate Addendum

- C. **Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Travel Reimbursement Information
(Lodging and Per Diem Reimbursement Increase – Effective for travel on/after January 1, 2017)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
All counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 7.00
Lunch	\$ 11.00
Dinner	\$ 23.00
Incidental expenses	\$ 5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).

- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this document.
 - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

- 3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- 4. **Auto mileage reimbursement:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **0.535 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- 5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- 6. Contractors are to consult with the program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.	Breakfast
	▶ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m.	Dinner
<i>Lunch or incidentals cannot be claimed on one-day trips.</i>		
24 hours or more	▶ Trip begins at or before 6:00 a.m.	Breakfast
	▶ Trip begins at or before 11:00 a.m.	Lunch
	▶ Trip begins at or before 5:00 p.m.	dinner
More than 24 hours	▶ Trip ends at or after 8:00 a.m.	Breakfast
	▶ Trip ends at or after 2:00 p.m.	Lunch
	▶ Trip ends at or after 7:00 p.m.	Dinner
<p>The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 17-94297 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____


Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of Mendocino		<i>Federal ID Number</i> 94-6000520
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> John McCowen, Chairperson		
<i>Date Executed</i> SEP 15 2017	<i>Executed in the County of</i> Mendocino	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

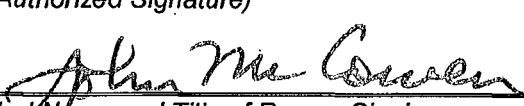
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
County of Mendocino		94-6000520
<i>By (Authorized Signature)</i>		
		
<i>Printed Name and Title of Person Signing</i>		
John McCowen, Chairperson		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	
SEP 15 2017	Mendocino	

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213A_DHCS (Rev. 03/18)

Check here if additional pages are added: 3 Page(s)

Agreement Number 17-94297	Amendment Number A01
Registration Number:	

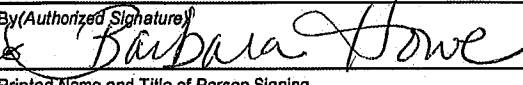
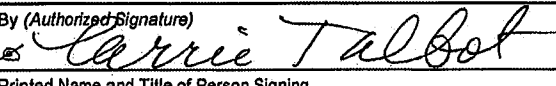
1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name Department of Health Care Services	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name County of Mendocino	(Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2017 through June 30, 2021
3. The maximum amount of this Agreement after this amendment is: \$ 400,000 Four Hundred Thousand Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. Amendment effective date: July 1, 2017
 - II. Purpose of amendment: This amendment implements a budgetary shift of funds from one line item to another in Year 1 and Year 2 and incorporates the Contractor vs Subrecipient provision to comply with federal oversight requirements. The contract amount remains unchanged.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Mendocino	
By (Authorized Signature) 	Date Signed (Do not type) 12/28/18
Printed Name and Title of Person Signing Barbara Howe, Public Health Director	
Address 501 Low Gap Road Ukiah, CA 95482	
STATE OF CALIFORNIA	
Agency Name Department of Health Care Services	
By (Authorized Signature) 	Date Signed (Do not type) 2/8/19
Printed Name and Title of Person Signing Carrie Talbot, Chief, Contract Management Unit	
Address 1000 G Street, 4th Floor, MS 4200, P.O. Box 997413, Sacramento, CA 95899-7413	

CALIFORNIA Department of General Services Use Only
<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> APPROVED FEB 13 2019 </div>
OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES
<input type="checkbox"/> Exempt per:

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Barbara Howe
Barbara Howe, HHSA Assistant Director/
Public Health Director

Date: 12/28/2018

Budgeted: Yes No

Budget Unit: 4010

Line Item: 82-7801

Org/Object Code: PHPFS

Grant: Yes No

Grant No.: 17-94297

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

CA Dept. of Health Care Services
1501 Capitol Ave, MS 4506
Sacramento, CA 95814
916-345-7601; Allison.Tamai@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:

KATHARINE L. ELLIOTT,
County Counsel

By: Charlotte Scott
Deputy

Date: 1/3/19

INSURANCE REVIEW:

By: Carmel G. Lopez
Risk Management

Date: 1/22/19

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 1.17.19

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: _____

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised Exhibit.

Exhibit B Attachment I A1 – Budget (Year 1)	1 page
Exhibit B Attachment II A1 – Budget (Year 2)	1 page

All references to Exhibit B Attachment I – Budget (Year 1) and Exhibit B Attachment II – Budget (Year 2) in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B Attachment I A1 – Budget (Year 1) and Exhibit B Attachment II A1 – Budget (Year 2). Exhibit B Attachment I – Budget (Year 1) and Exhibit B Attachment II – Budget (Year 2) is hereby replaced in its entirety by the attached revised exhibits.

V. Exhibit E – Additional Provisions is amended to add Paragraph 6 - Contractor versus Subrecipient:

5. Contractor versus Subrecipient

The Strategic Prevention Framework – Partnerships for Success grant is a federal award within the meaning of Title 2, Code of Federal Regulations (CFR), Part 200. DHCS has classified this Agreement as a subaward of the federal award to DHCS. The County of Mendocino is a subrecipient for the purposes of U.S. Office of Management and Budget Guidance pursuant to 2 CFR 200.330.

VI. All other terms and conditions shall remain the same.

Exhibit B Attachment I A1
Budget
Year 1
 (July 1, 2017 through June 30, 2018)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	1	\$42,557	50%	\$ 21,279
			Total Salary	\$ 21,279
				14,619
		Fringe Benefits (68.70% 67.70%)		\$ 44,405
			Total Personnel	\$ 35,898 35,684

Operating Expenses

- Communications
- Supplies
- Printing Supplies

Total Operating Expenses \$ 960

Travel (At CalHR reimbursement rates)

- Learning Community- Sacramento- Travel costs to attend trainings and meetings
- Travel for 3 people (Travel expenses may include county staff, coalition and community members)
- Local Travel

Total Travel Expenses \$ 1,776

Sub-contracts

- Mendocino County Youth Project \$40,952
- ~~Mendocino Office of Education \$5,000~~

Total Subcontracts \$ **40,952 45,952**

Other Costs

- Public Awareness Materials
- Media Campaign Support/**Program Identifiers \$11,406**
 (posters, flyers, brochures, promotions)
- PFS Project Miscellaneous \$34**

Total Other Costs \$ **11,440 6,707**

Indirect Costs (25% of Total Personnel)

Indirect Costs \$ **8,974 8,924**

Annual Budget Total \$ **100,000**

Exhibit B Attachment II A1
Budget
Year 2
 (July 1, 2018 through June 30, 2019)

Personnel				
Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist II	1	\$52,620	50%	\$ 26,310
Program Specialist I	4	\$44,678	52%	\$ 23,233
Staff Assistant III	4	\$33,046	21%	\$ 7,129
				26,310
			Total Salary	\$ 30,362
				15,723
		Fringe Benefits (59.76% 67.70%)		\$ 20,556
			Total Personnel	\$ 42,033 60,917

Operating Expenses

- Communications
- Supplies
- Printing Supplies

Total Operating Expenses \$ 1,401

Travel (At CalHR reimbursement rates)

- Learning Community- Sacramento- Travel costs to attend trainings and meetings
- Travel for 3 people (Travel expenses may include county staff, coalition and community members)
- Local Travel

Total Travel Expenses \$ 1,776 4,983

Sub-contracts

- Mendocino County Youth Project \$24,970 **\$40,452**
- ~~Mendocino Office of Education \$5,000~~

Total Subcontracts \$ 40,452 29,970

Other Costs

- Public Awareness Materials & Media Campaign **\$5,000**
- Program Identifiers \$1,000**
- (Posters, Flyers, Brochures, Promotions)
- Training \$1,500**
- PFS Project Miscellaneous \$533**

Total Other Costs \$ 8,033 3,000

Indirect Costs (25% 15% of Total Personnel)

Indirect Costs \$ 6,305 12,729

Annual Budget Total \$ 100,000

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213A_DHCS (Rev. 03/18)

Check here if additional pages are added: 2 Page(s)

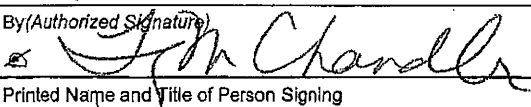
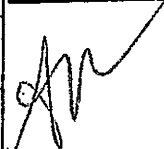
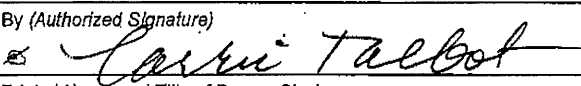
Agreement Number 17-94297	Amendment Number A02
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name Department of Health Care Services	(Also known as DHCS, GDHS, DHS or the State)
Contractor's Name County of Mendocino	(Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2017 through June 30, 2021
3. The maximum amount of this Agreement after this amendment is: \$ 400,000 Four Hundred Thousand Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. The effective date of this amendment is the date approved by DGS.
 - II. **Purpose of amendment:** This amendment implements a budgetary shift of funds from one line item to another in Year 3. The contract amount remains unchanged.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.
 IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="border: 2px solid black; padding: 5px; text-align: center;"> APPROVED OCT - 7 2019 </div> OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Mendocino		
By (Authorized Signature) 	Date Signed (Do not type) 8/27/19	
Printed Name and Title of Person Signing Tammy Moss Chandler, HHS Director		
Address 501 Low Gap Road Ukiah, CA 95482		 <input type="checkbox"/> Exempt per:
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		
By (Authorized Signature) 	Date Signed (Do not type) 10/1/19	
Printed Name and Title of Person Signing Carrie Talbot, SSM1, Contracts Section		
Address 1000 G Street, 4th Floor, MS 4200, P.O. Box 997413, Sacramento, CA 95899-7413		

- IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised Exhibit.

Exhibit B Attachment III A1 – Budget (Year 3)

1 page

All references to Exhibit B Attachment III – Budget (Year 3) in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B Attachment III A1 – Budget (Year 3). Exhibit B Attachment III – Budget (Year 3) is hereby replaced in its entirety by the attached revised exhibits.

- V. All other terms and conditions shall remain the same.

Exhibit B Attachment III A1
 Budget
 Year 3
 (July 1, 2019 through June 30, 2020)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	4	\$46,904	50%	\$ 23,452
Staff Assistant III	1	\$35,651	20%	\$ 7,130
<u>Program Specialist II</u>	<u>1</u>	<u>\$51,292</u>	<u>50%</u>	<u>26,646</u>
				<u>30,582</u>
			Total Salary	\$ <u>26,646</u>
				20,704
		Fringe Benefits (67.70 <u>69.67%</u>)		\$ <u>18,564</u>
			Total Personnel	\$ <u>51,286</u> <u>45,210</u>

Operating Expenses

- Communications
- Supplies
- Printing Supplies

Total Operating Expenses \$ 960 1,520

Travel (At CalHR reimbursement rates)

Total Travel Expenses \$ 1,982 1,777

- Learning Community- Sacramento- Travel costs to attend trainings and meetings
- Travel for 3 people (Travel expenses may include county staff, coalition and community members)
- Local Travel

Subcontracts

- Mendocino County Youth Project ~~-\$24,970~~ \$40,452
- Mendocino Office of Education ~~-\$5,000~~

Total Subcontracts \$ 29,970 40,452

Other Costs

- Public Awareness Materials
- Media Campaigns Support (posters, flyers, brochures, promotions)

Total Other Costs \$ 2,980

Indirect Costs (25% 17.83% of Total Personnel)

Indirect Costs \$ 12,822 8,061

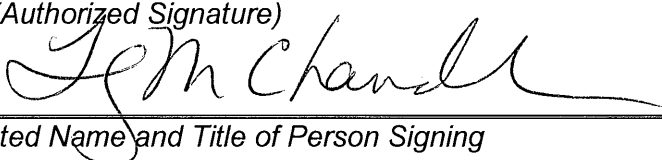
Annual Budget Total \$ 100,000

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		94-6000520
County of Mendocino		
<i>By (Authorized Signature)</i>		
		
<i>Printed Name and Title of Person Signing</i>		
Tammy Moss Chandler, HHSA Director		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	
8/27/19	Mendocino, CA	

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

*unaw
com*

By: *Tammy Moss Chandler*
Tammy Moss Chandler, HHSA Director

Date: 8/27/19

Budgeted: Yes No
Budget Unit: 4010
Line Item: 82-7801
Org/Object Code: PHPFS
Grant: Yes No
Grant No.: 17-94297

CONTRACTOR/COMPANY NAME

By: see STD 213
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

CA Dept. of Health Care Services
1501 Capitol Ave, MS 4506
Sacramento, CA 95814
(916) 345-8705; gian.viggiano@dhcs.ca.gov

INSURANCE REVIEW:

By: *Carmel G. Angelo*
Risk Management

Date: 9/11/19

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

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Darcie Antle*
Deputy CEO

Date: 9/11/19

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: *Charlotte Scott*
Deputy

Date: 9/10/19

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: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 4j)

To: Board of Supervisors

From: Cultural Services Agency

Meeting Date: August 3, 2021

Department Contact: Deborah Fader Samson

Phone: 707-234-2872

Department Contact: Barb Chapman

Phone: 707-367-8216

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization for the Library to Continue Not Charging Late Fees until the Next Fee Hearing and Fee Schedule Adoption

Recommended Action/Motion:

Authorize the Library to continue not charging late fees until the next fee hearing and fee schedule adoption.

Previous Board/Board Committee Actions:

Fee amnesty periods approved December 6, 2016: item 4p; June 6, 2017: item 4l; December 5, 2017: item 4s; November 6, 2018: item 4l; December 17, 2019: item 4g; approved no late fines for educator cardholders and agencies on January 7, 2020: item 4i; and fee amnesty during the COVID-19 response November 17, 2020: item 4l.

Summary of Request:

Mendocino County Library and the Library Advisory Board would like to continue not charging late fees for overdue materials. This would only apply to late item charges; the fees for lost or damaged items would still be assessed. Libraries have found that overdue charges affect young and low-income people to a greater extent and are an impediment to free and equal access to all. The Library provides multiple services such as job search tools and educational resources that are more accessible to patrons when they aren't facing the stigma of debt. Staff would be able to spend more time on providing excellent customer service and less time on collecting fees. Patrons would still be responsible to return overdue materials in order to check out new items.

The Library received Board approval to waive late charges during the COVID-19 response, and the Library is continuing to waive late fees at this time. With Board of Supervisor approval, not charging for late materials would continue until the next fee hearing and the adoption of the new fee schedule currently planned for December of 2021.

Many library systems have discontinued overdue fees including Sonoma County Library, Sacramento Library, Contra Costa County Library, Marin County Library, Redwood City Public Library, Tehama Library, Yolo County Library and more across the State of California.

Alternative Action/Motion:

Item #: 4j)

Not approve and provide further direction to staff.

How Does This Item Support the General Plan? It provides free and equal access to all residents.

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: www.mendolibrary.org

Fiscal Details:

source of funding: 6110 Library Fund

budgeted in current f/y: Yes

current f/y cost: \$0.00

if no, please describe:

annual recurring cost: appx. \$35,000 less revenue

revenue agreement: N/A

budget clarification: Revenue from late fees are not budgeted for this fiscal year.

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

CEO Liaison: Cherie Johnson, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: **Approved**

Date: August 4, 2021





COUNTY OF MENDOCINO
Cultural Services Agency
Library - Museum - Parks

880 N. Bush St.
Ukiah, CA 95482

Email: faderd@mendocinocounty.org
Websites: www.mendolibrary.org
www.mendocinocounty.org

Office: (707) 234-2873
Fax: (707) 463-6951

August 3, 2021

Mendocino County Board of Supervisors
Ms. Carmel Angelo, Mendocino County CEO
501 Low Gap Road, Room 1010
Ukiah, CA 95482

RE: APPROVAL OF ELIMINATION OF FINES FOR OVERDUE LIBRARY MATERIALS

Dear Board of Supervisors,

We are requesting that you approve the elimination of late fines for overdue library materials. These fines serve as a barrier to service for many of the groups that rely on libraries the most. Charging overdue fines runs contrary to the mission of free and equal access to information since wealthy patrons can pay fines more easily. Our Library Advisory Board passed a motion to support this elimination of fines in May.

It has been the trend in the past ten years for more and more public libraries to eliminate charging fines for overdue items. The State of California has been a leader in the fine-free movement and we would like to catch up with our neighbors in Colusa, Contra Costa, Glenn, Napa, Sacramento, San Mateo, Santa Clara, Sonoma, Tehama, Tulare, and Yolo Counties.

We would still charge for damaged or lost materials so that we can replace them and make them available to the public. Overdue fines do not lead to a faster return of materials, only to a reduced ability for the poorest among us to access important resources.

Respectfully submitted,

A handwritten signature in blue ink that reads "Deborah Fader Samson".

Deborah Fader Samson
Cultural Services Agency Director
County Librarian

Why California Libraries Are Ditching Fines on Overdue Materials

[CalMatters](#)

March 1, 2019

Bill Colb has had just about every possible job in the San Francisco Public Library system.

He has worked in customer service, managed branches and circulation, and is now the library's digital strategist. Throughout these jobs, his most dreaded task remained the same: haggling with book borrowers over 10 cents a day fines for overdue materials.

Anne Stuhldreher

Opinion

Special to CALmatters

Four California libraries—San Mateo, Contra Costa, Berkeley and San Diego—have gone fine-free in the past two years, making California the leader in the fine-free movement.

“Collecting fines is the single greatest point of friction between library staff and patrons,” he told the San Francisco Public Library Commission last month.

The commission voted that night to make San Francisco the latest library system to go fine-free. The San Francisco Board of Supervisors needs to vote on the library's recommendations, but Mayor London Breed has already voiced her support.

Four California libraries — San Mateo, Contra Costa, Berkeley, and San Diego — have gone fine-free in the past two years, making California the leader in the fine-free movement.

It's not the unpleasantness of prodding late returners to pay up that's spurring California libraries to ditch overdue fines. Libraries are taking a hard look at overdue fines and concluding that they do more harm than good.

Overdue fines accumulate and block access for low-income residents, the people who need libraries the most. And fines don't work that well to prod people to return books. Better ways exist that don't block access for people who need it.

Library Borrowers Miss Return Deadlines at Similar Rates

In San Francisco, my office, [The Financial Justice Project](#), worked with library staff to examine overdue fines. We found that approximately 5 percent of all library cardholders have their cards blocked because of overdue fines.

Library borrowers regardless of income miss return deadlines at similar rates. About one-third of borrowers owe overdue fines or fees at any time.

However, lower income people have a harder time paying fines for overdue items. In the Bayview branch, which serves a lower-income area, 11 percent of people have their cards blocked. That's three times as high as at branches in many high-income areas.

Library branches serving areas with larger numbers of African Americans and people without college degrees also had higher debt levels and more blocked accounts from overdue fines.

Simply put, charging overdue fines works against the library's mission of free and equal access to information.

No library that eliminated overdue fines has experienced increases in late returns, longer hold times, or gaps in collections, according to our interviews with librarians across the country.

In fact, some libraries saw their late-return rates drop following fine elimination.

"It's the best thing we ever did," said David Seleb, Executive Director of the Oak Park Public Library system in Illinois.

Fines Aren't a Significant Source of Revenue for Libraries

Several librarians said that the very existence of fines discourages people from using libraries. Patrons refuse to check out books for fear of fines. Most librarians in cities that went fine-free said their circulation increased after fines were eliminated.

These libraries found that there are better ways to spur people to return their materials, and that's what San Francisco plans to do. San Francisco will send earlier and more frequent reminders by text and email when books are due. If other people are not "in line" waiting for your book, it will be automatically renewed. And people will still need to replace or pay for books that are not returned.

Upper income people can usually pay fines in a snap. But if you're living paycheck to paycheck and cannot pay up, consequences can snowball.

Fines also aren't a significant source of revenue for libraries. In San Francisco they bring in about \$300,000 a year, a tiny fraction of the library's \$138 million budget.

"Books are knowledge," said one gentleman who testified to the San Francisco library commission. Should we really cut off people's access to knowledge if they cannot pay \$10 in fines?

Upper income people can usually pay fines in a snap. But if you're living paycheck to paycheck and cannot pay up, consequences can snowball, growing the intended "punishment" to

unintended extremes. Fines will always be part of government. But they're a tool that policy makers should reach for carefully, not reflexively. Just ask a librarian.

About the Author

Anne Stuhldreher directs [The Financial Justice Project](#) in the San Francisco Treasurer's Office, and is also a fellow at the Aspen Institute's Financial Security Program, anne.stuhldreher@sfgov.org. You can read the Financial Justice Project's [report here](#). She wrote this commentary for [CALmatters](#), a public interest journalism venture committed to explaining how California's Capitol works and why it matters.



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Board of supervisors unanimously eliminates fines on late library books



Garrett Ward works on a computer Tuesday at the Red Bluff Library. (Jake Hutchison — Daily News)

By **JAKE HUTCHISON** | jhutchison@redbluffdailynews.com | Red Bluff Daily News

PUBLISHED: December 15, 2020 at 5:11 p.m. | UPDATED: December 16, 2020 at 3:59 p.m.



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Deck said the decision would be more equitable as it would allow for more people to use the library's services.

"I think it's a reflection of the whole understanding of the library and how ultimately our goal is to provide access to as many people as possible," Deck said.

Supervisor and Chairman Bob Williams raised concern over the 40-item checkout limit and asked that Deck address how late items in mass would work.

Deck explained that too many late books at once would result in the patron being blocked from further checkouts. The individual would then risk having to pay for the items if they weren't returned at a certain point.

While other libraries across the country have adopted similar models, the Tehama County Library system is the first in the North State to have taken this stance.

"I think it's important for everybody to think about barriers to service and figure out ways to make it work," Deck said.

Deck said, while the 15-cent late fee would be eliminated for the foreseeable future, those returning books in disrepair will still be responsible for a fine. To offset any loss, the library will start charging 10 cents a page for printing rather than the original 5 cents.

It's possible the library could save money by cutting the fines. As Deck stated in his agenda report, the Tehama County Library brought in roughly \$6,000 from fines, less than 2 percent of its annual budget, during the 2019/2020 fiscal year. The year before it was estimated that the cost of processing the fees was more than \$7,000.

Reference Librarian Georgia Scott, who had previously dealt with these fines, said the elimination of the fees would be especially helpful during the pandemic as it would reduce the threat of spread through money handling.



The back half of the Red Bluff Library as seen Tuesday lined with rows of books. (Jake Hutchison — Daily News)



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Scott said.
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more books due to minuscule amounts of money.

“It opens up the library to all of these people,” Scott said. “They feel so much better. Realistically they can utilize the library and do what they need to do because that was a real detriment. They wouldn’t be able to use computers. They wouldn’t be able to check out books. And it’s not as if they damaged or lost anything, they just turned something in late. I see it as a really positive thing for the library and the community.”

Eddie Proctor, a library science major and a clerk for the local library, said he had previously seen people avoid coming to the library when they have fees on their account.

“It’s a really good thing for our community right now,” Proctor said.



Tags: N



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Hutchison | Reporter

Jake is a reporter by day, musician and craft beer enthusiast by night. He spends his weekends hiking and biking around Chico as well as hanging out with his family and friends.

jhutchison@redbluffdailynews.com
Follow Jake Hutchison
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Your library is now fine free! *Read more, worry less.*



Fines Free

[Información en español](#)

Read more, worry less. We are fine free!

Beginning July 14, 2020, Redwood City Public Library is no longer charging daily overdue fines for items returned late. As part of this new policy, we are waiving all existing overdue fines for Redwood City materials. Please note, however, that the library does still bill for lost items. All we ask is that you bring your items back.

How does it work?

If you borrow material that is owned by Redwood City Public Library (books, DVDs, CDs, audiobooks, and other materials), it will not accrue fines if it is returned after the due date. However, items owned by [other libraries in the Peninsula Library System](#) are subject to fines.

Customers are still expected to return library materials on time. Checkout periods on materials will remain the same and reminders will still be sent via email or a phone call. To ensure that library materials are returned, Redwood City Public Library will continue to charge replacement fees.

Why no fines?

One of Redwood City Public Library's Service Priorities for Redwood City and North Fair Oaks is to provide opportunities for community members of all income levels. The elimination of fines is a major step toward our equity aspiration for the community. Our new fines free policy builds on Peninsula Library System's 2016 elimination of overdue fines for children and teens. By eliminating fines, we join a wave of libraries across California and the nation who have ceased charging fines.

The most compelling argument for eliminating fines is the inequitable impact fines have on low income residents and the Latino community. In our studies, the percentage of library cards in Redwood City blocked because of money owed corresponds directly with both the proportion of Latino residents and with lower median household incomes. By eliminating fines, we are providing more equitable access to library collections and services.

Frequently Asked Questions

Fines Free

- When does this policy change take effect?
- Will my previous fines or fees be forgiven?
- Will other Peninsula Library fines be waived?

Does this change apply to lost or damaged items?

Will I be notified if an item is overdue?

I consider my fines to be donations to the Library. How can I continue to support Redwood City Public Library financially?

Información en español

Hemos cerrado el capítulo de las multas. ¡Las eliminamos del todo!

A partir del 14 de julio de 2020, la Biblioteca Pública de Redwood City ya no cobra multas diarias por artículos devueltos tarde. Como parte de esta nueva política, estamos eliminando todas las multas por materiales atrasados existentes en sus cuentas en Redwood City. Sin embargo, tenga en cuenta que la biblioteca todavía cobra por los artículos perdidos. Todo lo que le pedimos es que devuelva sus materiales.

¿Cómo funciona?

Si toma prestados materiales propiedad de la Biblioteca Pública de Redwood City (libros, DVDs, CDs, audiolibros y otros materiales), no acumulará multas si los devuelve después de la fecha de vencimiento. Sin embargo, los artículos que pertenecen a [otras bibliotecas del Sistema de Bibliotecas de la Península](#) sí están sujetos a multas.

Se espera que los clientes sigan devolviendo los materiales de la biblioteca a tiempo. Los períodos de préstamo de los materiales seguirán siendo los mismos y los recordatorios se seguirán enviando por correo electrónico o llamada telefónica. Para garantizar que se devuelvan los materiales de la biblioteca, la Biblioteca Pública de Redwood City continuará cobrando tarifas de reemplazo.

¿Por qué deshacerse de las multas?

Una de las prioridades de servicio de la Biblioteca Pública de Redwood City para Redwood City y North Fair Oaks es proporcionar oportunidades para miembros de la comunidad de todos los niveles de ingresos. La eliminación de multas es un paso importante hacia nuestra aspiración de equidad para la comunidad. Nuestra nueva política libre de multas toma como base la política de eliminación de las multas en artículos atrasados para niños y adolescentes del Sistema de Bibliotecas de la Península de 2016. Al eliminar las multas, nos unimos a la oleada de bibliotecas en California y en toda la nación que han dejado de cobrar multas.

El argumento más convincente para eliminar las multas es el impacto desigual de las multas sobre los residentes de ingresos bajos y sobre la comunidad latina. En nuestros estudios, el porcentaje de tarjetas de biblioteca bloqueadas en Redwood City debido al dinero adeudado corresponde directamente con la proporción de residentes latinos y con ingresos familiares medios más bajos. Al eliminar las multas, brindamos un acceso más equitativo a las colecciones y servicios de la biblioteca.

Preguntas frecuentes

¿Cuándo entra en vigencia este cambio de política?

El 14 de julio de 2020.

¿Se me perdonarán mis multas anteriores?

Sí, todas las multas existentes en artículos de Redwood City serán perdonadas.

¿Se anularán otras multas del Sistema de Bibliotecas de la Península (PLS)?

En este momento, las Bibliotecas del Condado de San Mateo no cobran multas. Aún se cobrarán multas por

materiales atrasados de las otras seis bibliotecas de las diferentes ciudades. Para obtener una lista de las bibliotecas del Sistema de Bibliotecas de la Península (PLS), vaya [aquí](#).

¿Este cambio se aplica a artículos perdidos o dañados?

Los clientes aún deberán pagar el coste de reemplazo de los artículos perdidos o dañados.

¿Seré notificado si un artículo está atrasado?

Enviamos notificaciones de cortesía por correo electrónico dos días antes de la fecha de vencimiento del artículo. Una vez vencido, le notificamos por correo electrónico, teléfono o correo postal (para un artículo de préstamo de tres semanas, el aviso de vencimiento se envía 14 días después de la fecha de vencimiento; para un artículo de préstamo de una semana, el aviso de vencimiento se envía siete días después de la fecha de vencimiento). No permita que los artículos vencidos permanezcan en su casa demasiado tiempo: después de 30 días tendremos que enviarle una factura.

Considero mis multas como donaciones a la Biblioteca. ¿Cómo puedo seguir apoyando económicamente a la Biblioteca Pública de Redwood City?

Hay varias formas de donar a organizaciones que apoyan a la biblioteca. Encuentre una lista [aquí](#).

Sonoma County Library goes 'fine free' to increase accessibility

June 27, 2019 | Press Democrat, The (Santa Rosa, CA)

Author/Byline: NASHHELLY CHAVEZ; THE PRESS DEMOCRAT | Section: News

The **Sonoma County Library** will no longer penalize people who forget to return their books on time, a change the countywide system will roll out next week when it wipes away roughly \$880,000 in overdue fines.

Beginning July 1, late fines will no longer be charged. Each **library** also will waive lost fees for anyone who returns a book that's still in good condition, regardless of when it was checked out, **Sonoma County Library** spokesman Ray Holley said.

The changes are intended to encourage former patrons to return to the **library** system's 15 locations without fear of facing hefty fines. Currently, 80,800 people owe the **library** money for overdue materials, Holley said. About 42,000 people have accrued debt of \$10 or more because of a combination of late fines and lost fees, he added.

"One of the primary reason that we are doing this is it will help people who are not financially well-off," Holley said. "We don't want a small financial issue to become the reason why they can't use the **library**."

The change follows a growing "**fine free**" trend nationwide, in which more public libraries are eliminating overdue charges in recognition that they can pose barriers to accessing reading materials, especially for low-income families.

Little evidence exists to show that charging fines encourages more people to return checked-out books and other materials on time, according to a 2016 report published by the Colorado State **Library**.

The **Sonoma State University library** did away with its overdue fines four years ago to encourage more students to use its materials. Two years later, all California State University libraries had adopted the **fine-free** policy.

The San Rafael Public **Library** and the Berkeley Public **Library** no longer have late fines, according to the Urban Libraries Council. Starting July 1, the Oakland Public **Library** and Marin **County Free Library** also will stop charging overdue fines.

Under the current system at the **Sonoma County Library**, a book is considered late three weeks after the initial check-out date, Holley said. Users are charged a late **fine** of 25 cents a day. When the total debt reaches \$10, they are blocked from borrowing materials from the **library**.

Doing away with those late fines will help families like Magda Aguilar and her 8-year-old daughter, who checked out a book about a baby polar bear about two months ago. The pair thought they lost the book somewhere in their home, but found it recently.

"Now we're going to bring it back," Aguilar said.

Patrons still will need to pay for lost or damaged books under the new policy. However, the **library** system will now block people from borrowing once they've reached \$100 in fees for lost books and materials, which is expected to reduce the number of people who currently can't check out items from nearly 42,000 to about 5,000, Holley said. Fees can be waived if there's a mitigating circumstance or if a book is lost by a minor.

The financial impact to the **Sonoma County Library** system for removing the late fines is expected to be relatively small, Holley said.

Late and lost books account for roughly \$250,000 annually, less than 1% of the total revenue each year.

Meanwhile, collecting and processing late fines is time consuming and takes up resources, Holley said. It cost more to collect the fines than the money the **library** makes from them, he said.

"We think this is going to **free** up to 20 hours a month in our accounting department," Holley said. "The revenue is not a big deal for us."

Ajay Bass, 24, supports the move, saying people forget to return books on time for several reasons. He said his grandmother, for example, has health issues that make it difficult for her to remember to return books on time. She also faces several more pressing bills than the late fines she's collected from the **library** over the years.

"I think it should be told to more people," he said of the change. "I think it's a great idea."

You can reach Staff Writer Nashelly Chavez at 707-521-5203.

FINE FREE IS HERE!

The Tehama County Library will no longer be charging late fees. We believe in providing access to books/digital resources for all. Eliminating the barrier of late fees means that more of our patrons will be able to use our services.

Why did the library go fine-free?

COVID-19

The pandemic has changed many things for the library. Part of our limited reopening strategy included not charging late fees. This was to promote social distancing and self-service models. As the uncertain nature of COVID-19 continues, we need to officially be fine-free.

It is equitable.

Tehama County is better when everyone has access to our programs, services, and materials in order to pursue their dreams.

Effectiveness

Late fines are only effective at encouraging people to stop using the library...not to return materials on time. Studies have shown that fines have no impact on return rates. According to [“Removing Barriers to Access,”](#) a Colorado State Library whitepaper: “The scant research on the impact of library fines and fees does not indicate a clear benefit to administering these policies and may be costly to enforce.” What we do know is this: of our 15,000 patrons, 5,000 have accounts that are blocked and have not used the library in over a year.

Fiscal Responsibility

It isn't financially responsible. Last year, the library collected \$6,000 from overdue fines. This represents less than 1.9% of the Library's overall annual operating budget. We estimate that going fine-free would result in a reduction of staff time to collect and process overdue fines; it will also encourage the return of library materials, so many items will not have to be repurchased. Once implemented at the Tehama County Library, a fine-free program is estimated to save \$7,280 annually.

Health and Safety

It promotes the health and safety of patrons and staff. Having late fees requires considerable contact between our patrons and staff. It can create lines at service counters. Without late fees, we have been able to exclusively use our self-service kiosk at the Red Bluff library. The reality of COVID 19 is that we need to have as simple of a transaction model as possible. Removing late fees promotes this value.

What does this mean for our patrons?

You might be wondering if there will be an added cost to taxpayers? Absolutely not! We plan on adjusting our printing charges to cover any losses and if need be, adjusting other areas of our budget. Our plan is that going fine-free will get more people using the library without any net cost.

You will no longer receive a daily late fine on overdue items.

You are still responsible for returning your items. We do want all items back! The library will still send you a series of reminders to return your items. If you damage a book or do not return it you will still need to pay for it.

Going fine-free is a big change for the library community.

Our hope is that removing this barrier will encourage usage and help our community recover from the challenges of COVID-19. Most importantly we want to remove the shame that being late with a library book can cause.

From <http://www.tehamacountylibrary.org/services/fine-free/> Accessed 7/2/2021.

COUNTY PRESS RELEASES

Yolo County Library Eliminates Late Fees Starting April 1

Post Date: 03/31/2021 8:10 AM

[Press Release \(/home/showpublisheddocument/68907/637527732493430000\)](/home/showpublisheddocument/68907/637527732493430000)

FOR IMMEDIATE RELEASE

March 31, 2021

Contact: Jenny Tan, Public Information Officer

Email: Jenny.Tan@yolocounty.org (<mailto:Jenny.Tan@yolocounty.org>)

Yolo County Library Eliminates Late Fees Starting April 1

(Woodland, CA) - In time for National Library Week which runs April 4-10, Yolo County Library is eliminating late fees for all patrons effective April 1.

Though items that are returned late will not accrue late fees, patrons are still expected to return library materials on time and will still be billed for lost or damaged items. The checkout period on items of three weeks will remain the same and reminders will still be sent via email. Patrons will still be responsible for late fees accrued before April 1, 2021, but will have the opportunity to 'Read-Off-Your-Fines' during the Yolo County Library's Summer Reading Program, which starts June 1.

"Late fees have a disproportionate impact on individuals, seniors and families who don't have the financial resources to pay them, and this makes it harder to take full advantage of our services," Yolo County Librarian and Chief Archivist Mark Fink said. "Consequently, we are excited to join libraries nationwide to remove financial barrier and look forward to welcoming folks back into our branches."

On March 9, the Yolo County Board of Supervisors voted unanimously to eliminate late fees for all patrons, thereby strengthening Yolo County Library's commitment to providing equitable access for all to its resources. Previously in January 2019, the Board of Supervisors also voted to end late fees for children's accounts which resulted in increased borrowing by 28%.

For questions, contact staff at: (530) 666-8005, Monday – Friday from 9:00 a.m. to 6:00 p.m. or Saturday, 9:00 a.m. to 2:00 p.m. Visit the Yolo County Library at: <https://yolocountylibrary.org/> (<https://yolocountylibrary.org/>).

###

[Return to full list >> \(/living/i-want-to/county-news\)](/living/i-want-to/county-news)



Mendocino County Board of Supervisors Agenda Summary

Item #: 4k)

To: Board of Supervisors

From: Planning and Building Services

Meeting Date: August 3, 2021

Department Contact: Jessie Waldman

Phone: 964-5379

Department Contact: Ignacio Gonzalez

Phone: 234-6650

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Acceptance of Informational Report Regarding the Issuance of Emergency Coastal Development Permit EM_2021-0003 (Brennan) to Drill Three (3) Test Wells, Located at 29020 N Hwy 1, Fort Bragg, (APN 015-350-50)

Recommended Action/Motion:

Accept informational report regarding the issuance of emergency coastal development permit EM_2021-0003 (Brennan) to drill three (3) test wells, located at 29020 N Hwy 1, Fort Bragg, (APN 015-350-50).

Previous Board/Board Committee Actions:

In 1991 the Board adopted Division II of Title 20 of Mendocino County Code through Ordinance No. 3785. Included in Division II is Section 20.536.055 which allows Permits for Approval of Emergency Work. In cases of a verified emergency, temporary emergency authorization to proceed with remedial measures may be given by the Director or his or her designee until such time as a Coastal Development Permit application is filed. The Director shall report in writing to the Board of Supervisors at each meeting the emergency permits applied for or issued since the last report, with a description of the nature of the emergency and the work involved. The report of the Director shall be informational only. The decision to issue an emergency permit is solely at the discretion of the Director. Notice of emergency permits shall be provided by phone or letter to the California Coastal Commission within three (3) days, following issuance of the emergency permit.

Summary of Request:

The current land owners submitted a request to “Drill Three (3) Test Wells” to the Planning Division of Mendocino County Planning and Building Services. The current owners requested to drill three (3) test wells in preparation for a future request for the first test well location to be converted to production well to serve the existing single family residence, provided it produces sufficient water. Planning Staff determined the parcel is located on a bluff top, therefore, per Mendocino County Code Chapter 20.532, the proposed well replacement requires the issuance of a Standard Coastal Development Permit. Planning Staff also determined the parcel is under the jurisdictional authority of the California Coastal Commission (CCC). CCC granted Mendocino County Planning and Building Services jurisdictional authority for the request for three (3) test wells, contingent that any preproduction well is pending issuance of California Coastal Commission (CCC) Amendment to Coastal Development Permit (CDP) number 1-90-113. The current owners request is to conduct investigative research for the future replacement of the existing hand dug well. The existing hand dug well has

Item #: 4k)

gone dry, leaving the existing residence without a source of potable water to continue the existing use of the single family residence and as to not cause risk to both the property and the health of the occupants. The request for the test wells is to mitigate impacts of the current drought and to determine the appropriate location for a production well, its output and limitations required to support the continued use of the single family residence. The emergency state of the failing well was approached with respects to the residence not being habitable, causing hazards to both the property and the health of the occupants. Given the location of the property on a bluff top, the fact of the existing well has failed in its current condition it will be dangerous to both the property and the health of the occupants. *Prior to expiration of this Emergency Permit, the applicant shall submit a standard Coastal Development Permit application for the work authorized by the permit.*

Alternative Action/Motion:

None, informational item.

How Does This Item Support the General Plan? Yes, Emergency Coastal Development Permits for test wells is consistent with the Local Coastal Plan (LCP) Chapter 3: Resources and Development Issues and Policies and Chapter 3.8: Transportation, Utilities and Public Services.

Supervisory District: District 4

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: Steve Dunicliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Final Status: **Approved**

Date: August 4, 2021





COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES

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

IGNACIO "NASH" GONZALEZ, INTERIM DIRECTOR
JULIA ACKER KROG, ASSISTANT DIRECTOR
PHONE: 707-234-6650
FAX: 707-463-5709
FB PHONE: 707-964-5379
FB FAX: 707-961-2427
obs@mendocinocounty.org
www.mendocinocounty.org/pbs

COASTAL DEVELOPMENT PERMIT
AUTHORIZATION FOR EMERGENCY WORK
CASE FILE EM_2021-0003

OWNER/APPLICANT: Clayton Brennan
PO Box 218
Fort Bragg, CA 95437

AGENT: Wynn Coastal Planning & Biology, Tara Jackson
703 North Main Street
Fort Bragg, CA 95437

SITE ADDRESS/APN: 29020 N Highway 1, Fort Bragg (APN: 015-350-50)

NATURE OF EMERGENCY: The current land owners submitted a request to "Drill Three (3) Test Wells" to the Planning Division of Mendocino County Planning and Building Services. The current owners requested to drill three (3) test wells in preparation for a future request for the first test well location to be converted to production well to serve the existing single family residence, provided it produces sufficient water. Planning Staff determined the parcel is located on a bluff top, therefore, per Mendocino County Code Chapter 20.532, the proposed well replacement requires the issuance of a Standard Coastal Development Permit. Planning Staff also determined the parcel is under the jurisdictional authority of the California Coastal Commission (CCC). CCC granted Mendocino County Planning and Building Services jurisdictional authority for the request for three (3) test wells, contingent that any preproduction well is pending issuance of California Coastal Commission (CCC) Amendment to Coastal Development Permit (CDP) number 1-90-113. The current owners request is to conduct investigative research for the future replacement of the existing hand dug well. The existing hand dug well has gone dry, leaving the existing residence without a source of potable water to continue the existing use of the single family residence and as to not cause risk to both the property and the health of the occupants. The request for the test wells is to mitigate impacts of the current drought and to determine the appropriate location for a production well, its output and limitations required to support the continued use of the single family residence. The emergency state of the failing well was approached with respects to the residence not being habitable, causing hazards to both the property and the health of the occupants. Given the location of the property on a bluff top, the fact of the existing well has failed in its current condition it will be dangerous to both the property and the health of the occupants.

CAUSE OF EMERGENCY: See "Nature of Emergency" above.

REMEDIAL ACTION: Immediately drill three (3) test wells. This project includes:

- (1) Test Well (Permit not secured with Standard Health Requirements)
- (2) Production Well (Permit not secured, pending issuance of California Coastal Commission (CCC) Amendment to Coastal Development Permit (CDP) Number 1-90-113.

CIRCUMSTANCES TO JUSTIFY EMERGENCY: Failure of the existing well. Test wells mitigate impacts of the current drought, determine the appropriate location for a production well and provide output data required to support the continued use of the single family residence, pending issuance of California Coastal Commission (CCC) Amendment to Coastal Development Permit (CDP) number 1-90-113.

This emergency permit is effective immediately and shall become null and void at the end of sixty (60) days. Prior to expiration of this Emergency Permit, the applicant shall submit a standard Coastal Development Permit application for the work authorized by this permit.

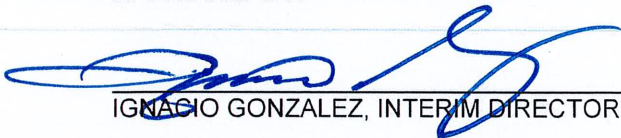
RECOMMENDED BY:



JESSIE WALDMAN, PLANNER II

7-19-2021
DATE

APPROVED BY:



IGNACIO GONZALEZ, INTERIM DIRECTOR

7-20-2021
DATE

COUNTY OF MENDOCINO
 DEPT OF PLANNING & BUILDING SERVICES
 120 WEST FIR STREET
 FORT BRAGG, CA 95437
 Telephone: 707-964-5379

Case No(s) EM-2021-0003
 CDF No(s) -
 Date Filed 6-17-2021
 Fee \$ 2,049.50
 Receipt No. PRJ-042829
 Received by WALDMAN
 Office Use Only

EMERGENCY PERMIT APPLICATION FORM

Name of Applicant Clay Brennan	Name of Owner(s) Same	Name of Agent Tara Jackson, Wynn Coastal Planning & Biology
Mailing Address P.O. Box 218 Fort Bragg, CA 95437	Mailing Address Same	Mailing Address 703 North Main Street Fort Bragg, CA 95437
Telephone Number (707) 272-1782	Telephone Number Same	Telephone Number (707) 964-2537

Project Description:
 Applicant requests emergency authorization to drill a test well. In mid-December 2020 the applicant's hand-dug well went dry. This left the applicant dependent upon water supplementation from a neighbor until the well water became restored. Considering the current drought situation as evidenced by Governor Newsom's recent emergency executive order regarding Mendocino County's especially bad drought conditions, we fully anticipate the applicant's well to go dry again during 2021. This will once again leave the applicant without a source of potable water. A test well will mitigate impacts from the vulnerable well because the applicant will know when to convert to a production well, as well as the water output and limitations on the property. With this knowledge the property owner can mitigate the short-term impacts of the drought on his current well through water usage in addition to preparing for conversion to a production well.

The review process for a standard CDP is approximately 12+months. Therefore, without emergency authorization, the applicant will not be able to drill a new well prior to the season in which his well is the most vulnerable to going dry.

Applicant proposes three well locations. The first location to produce sufficient water will be capped and converted to a production well. Please see site plan for further project details.

Driving Directions

The site is located on the W (N/S/E/W) side of North Highway One (name road)
 approximately 200 (feet/miles) S (N/S/E/W) of its intersection with
Ocean Meadows Circle/Cam 210 Mile Road (provide nearest major intersection).

Assessor's Parcel Number(s)
015-350-50-00

Parcel Size 3.350 <input type="checkbox"/> Square Feet <input checked="" type="checkbox"/> Acres	Street Address of Project 29020 North Hwy 1 Fort Bragg, CA 95437 Please note: Before submittal, please verify correct street address with the Planning Division in Ukiah.
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EMERGENCY PERMIT APPLICATION QUESTIONNAIRE

The purpose of this questionnaire is to relate information concerning your application to the Planning & Building Services Department and other agencies who will be reviewing your project proposal. The more detail that is provided, the easier it will be to promptly process your application. Please answer all questions. For questions which do not pertain to your project, please indicate "Not Applicable" or "N/A".

1. NATURE OF THE EMERGENCY NARRATIVE (use additional pages if necessary).

- a) Describe the nature, cause and location of the emergency.

Drought conditions are compromising the production of the applicant's 12ft deep, hand-dug well. The well went dry in mid-December 2020 and the applicant was forced to supplement his water source with that of his neighbor.

- b) Describe the remedial protective or preventive work required to deal with the emergency.

Applicant is proposing three locations for a new, drilled well. The first location to produce sufficient water will be prepped for conversion to a production well. This will provide the applicant with a more dependable water source as critical drought conditions continue in our county.

- c) Describe the circumstances during the emergency that justify the course(s) of action taken, including the probable consequences of failing to take action.

If the applicant cannot drill a new well through an emergency authorization, his well will very likely go dry again this year leaving the applicant without comprehensive knowledge regarding his property's water capacity, as well as being ill prepared to convert to a production well when the permitting procedure permits.

- d) Describe any secondary improvements such as wells, septic systems, grading, vegetation removal, roads, etc. that are necessary to deal with the emergency.

Will connect to existing water lines and infrastructure, some trenching may be required.

2. Are there existing structures on the property? Yes No

If yes, describe below and identify the use of each structure on the plot plan.
Single-family residence, two sheds, pump house, 1500 gallon water storage tank, septic system, and a hand-dug well.

3. Is any grading or road construction planned? Yes No

Estimate the amount of grading in cubic yards _____ c.y. If greater than 50 cubic yards or if greater than 2 feet of cut or 1 foot of fill will result, please provide a grading plan.

Describe the terrain to be traversed (e.g., steep, moderate slope, flat, etc.).

4. Will vegetation be removed on areas other than the building sites and roads? Yes No
If yes, explain:

5. Project Height. Maximum height of structure(s): n/a feet

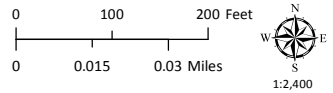
6. Describe all exterior materials and colors of all proposed structures that are visible beyond the boundaries of the subject parcel.
N/A

7. Are there any water courses, anadromous fish streams, ponds, lakes, sand dunes, rookeries, marine mammal haul-out areas, wetlands, riparian areas, pygmy vegetation, rare or endangered plants, animals or habitat which support rare and endangered species located on the project site or within 100 feet of the project site?
Wetland, purple needlegrass grassland, and slough sedge sward.
Please see Wynn Coastal Planning & Biology's Biological Scoping, Wetland Delineation, Botanical & Lotis Blue Butterfly Survey Report, dated June 16, 2020.

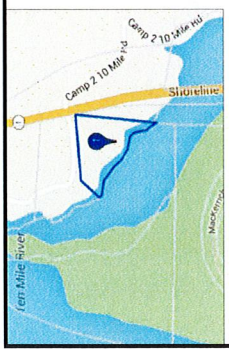


CASE: EM 2021-0003
OWNER: BRENNAN, Clayton
APN: 015-350-50
APLCT: Clay Brennan
AGENT: Tara Jackson
ADDRESS: 29020 N. Highway 1, Fort Bragg

- Named Rivers
- Public Roads



AERIAL IMAGERY



Lands of Brennan being a portion of U.S. Gov't Lot of Section 33, Township 20 North, Range 12 East, Merced and Mexican Mendocino County, CA

General Plans	RR10PDR
Zoning District	RR10
Highway Right-of-Way	100' Right-of-Way
Proposed Land Use	Residential (Single-Family)
Applicable to County Commission	2024
Applicable to State Board of Equalization	2024
Year Setbacks	2024

California Setbacks:
 Height of Structure: 10' (10' for structures over 10' high)
 Environmental Constraints:
 Wetlands: 50' (100' for structures over 10' high)
 Landscaping:
 Watercourse: 50' (100' for structures over 10' high)
 Wetland: 50' (100' for structures over 10' high)

Lot Coverage Tabulation

Gross Site Area	3,536 sq ft (158,994 sq ft)
Lot Area	1,163 sq ft (10,641 sq ft)
Lot Coverage	33%
Footprint (E) Residence	1,163 sq ft
Footprint (E) Deck	164 sq ft
Footprint (E) Shed	164 sq ft
Footprint (E) Pool	164 sq ft
Total (E) Building Footprint	3,107 sq ft
Footprint (P) Gravel Driveway	645 sq ft
Footprint (P) Driveway	1,163 sq ft
Footprint (P) Building Storage	1,163 sq ft
Total (P) Building Footprint	6,523 sq ft
Total Building Footprint	9,745 sq ft
(E) Driveway & Parking	6,070 sq ft
(P) Driveway & Parking	3,304 sq ft
Conceptual Total (E) Coverage (Footprint)	15,119 sq ft (13,925%)

Legend: **House** Type
 Coastal Dune White Thicket
 (1) Wetland: Coastal Wetland Hydrophytic
 Vegetation (per 45 CFR 101.10.1)
 70:1
 Slope: 10% or Steeper
 50:1
 Shrub Sage Scrub
 50:1
 Purple Needlegrass Grassland
 90:1
 California Oregonian Prairie
 50:1
 Riparian Habitat
 80:1
 Wetlands
 70:1



Mendocino County Board of Supervisors Agenda Summary

Item #: 4l)

To: Board of Supervisors

From: Planning and Building Services

Meeting Date: August 3, 2021

Department Contact: Jessie Waldman

Phone: 964-5379

Department Contact: Ignacio Gonzalez

Phone: 234-6650

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization of the Issuance of an Administrative Coastal Development Permit No. CDP_2019-0022 (Stez) to Construct a Single Family Residence with Covered Entry and Concrete Patio, Workshop, Guest Cottage, Greenhouse, 8,000 Gallon Water Tank and 120 Square Foot Pump House at 44035 Iversen Road Gualala (APN: 142-190-27)

Recommended Action/Motion:

Authorize the issuance of Coastal Development Permit No. CDP_2019-0022 (Stez), to construct a single family residence with covered entry and concrete patio, workshop, guest cottage, greenhouse, 8,000 gallon water tank and 120 square foot pump house at 44035 Iversen Rd., Gualala (APN: 142-190-27).

Previous Board/Board Committee Actions:

In 1991 the Board adopted Division II of Title 20 of Mendocino County Code through Ordinance No. 3785. Included in Division II is Section 20.536.005(C) which provides for reporting of Coastal Development Administrative Permits approved by the Coastal Permit Administrator to the Board of Supervisors.

Summary of Request:

A request for an Administrative Coastal Development Permit to authorize the construct a single family residence with covered entry and concrete patio, workshop, guest cottage, greenhouse, 8,000 gallon water tank and 120 square foot pump house. Including the establishment of a gravel driveway, well, septic system and connections to utilities. The Coastal Development Permit was administratively approved by the Coastal Permit Administrator (CPA) on July 20, 2021 and requires the Board of Supervisors authorization for issuance of the permit. The CPA staff report is attached for review.

Alternative Action/Motion:

That the Coastal Development Permit CDP_2019-0022 (Stez), be scheduled for a public hearing and processed pursuant to Mendocino County Code Section 20.536.005.

How Does This Item Support the General Plan?

The proposed project, which involves developing a vacant parcel by constructing a single family residence, appurtenant structures and utilities, is consistent with principally permitted uses and ancillary development with the Rural Residential Land Use classifications, per Mendocino County Coastal Element Chapter 2.2.

Item #: 4l)

Supervisory District: District 4

vote requirement: Majority

Supplemental Information Available Online At:

<https://www.mendocinocounty.org/government/planning-building-services/public-notices>

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: Steve Dunicliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: August 4, 2021

Final Status: **Approved**





COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482
120 WEST FIR STREET • FT. BRAGG • CALIFORNIA • 95437

IGNACIO "NASH" GONZALEZ, INTERIM DIRECTOR
JULIA ACKER KROG, ASSISTANT DIRECTOR
PHONE: 707-234-6650
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FB FAX: 707-961-2427
pbs@mendocinocounty.org
www.mendocinocounty.org/pbs

July 20, 2021

PUBLIC NOTICE OF PENDING ACTION
COASTAL DEVELOPMENT ADMINISTRATIVE PERMIT

The Mendocino County Coastal Permit Administrator will report proposed issuance of the below described project located in the Coastal Zone to the Mendocino County Board of Supervisors at their regular meeting to be held on August 3, 2021, at 9:00 a.m. or as soon thereafter as the item may be considered.

Effective March 20, 2020, the Mendocino County Board of Supervisors meetings will be conducted virtually and are not available for in person public participation (pursuant to State Executive Order N-29-20). Meetings are live streamed and available for viewing on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo>.

CASE#: CDP_2019-0022

DATE FILED: 6/10/2019

OWNER/APPLICANT: NICKOLAI STEZ

REQUEST: Administrative Coastal Development Permit to develop a vacant parcel by constructing a single family residence, including a workshop, guest cottage, greenhouse, 8,000 gallon water tank and pump house. The request includes the construction of a well, septic system and gravel driveway, and connections to utilities.

ENVIRONMENTAL DETERMINATION: Categorically Exempt

LOCATION: In the Coastal Zone, 3.5± miles north east of Anchor Bay town center, 3.0± miles east of the intersection of State Highway 1 (SH 1) and Iversen Road (CR 503), 0.4± miles south of Iversen Rd., on the east side of a private gravel road, located at 44035 Iversen Rd., Gualala; APN: 142-190-27.

SUPERVISORIAL DISTRICT: 5

STAFF PLANNER: JESSIE WALDMAN

As you are an adjacent property owner, and/or interested party, you are invited to submit comments. In order to minimize the risk of exposure during this time of emergency, the public may participate digitally in meetings in lieu of personal attendance. Comment may be made in any of the following ways: via written comment to bos@mendocinocounty.org, through our online eComment platform at <https://mendocino.legistar.com/Calendar.aspx>, through voicemail messaging by calling 707-234-6333, or by telephone via telecomment. Information regarding telecomment participation can be found here: <https://www.mendocinocounty.org/government/board-of-supervisors/agendas-and-minutes>. All written public comment will be made available to the Supervisors, staff, and the general public after processing by Clerk of the Board staff, and can be viewed as attachments to this meeting agenda at <https://mendocino.legistar.com/Calendar.aspx>.

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>.

Coastal Development Administrative Permits are considered on the consent calendar, the Board of Supervisors will not conduct a public hearing on this item.

If, at the meeting, at least one (1) member of the Board of Supervisors so requests, the permit shall not go into effect, and it shall be referred back to the Department of Planning and Building Services to be scheduled for a hearing by the Coastal Permit Administrator. Public notice for the time, and place of the public hearing will be provided.

Action on this permit is not appealable to the Coastal Commission. Therefore, the permit will become effective, and action will be final upon approval by the Board of Supervisors. If the permit is referred to the Coastal Permit Administrator the decision of the Administrator shall be final unless a written appeal is submitted to the Board of Supervisors with a filing fee within ten calendar days of the Administrator's action.

If you challenge the above case in court, you may be limited to raising only those issues described in this notice or that you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Supervisors or the Department of Planning and Building Services at, or prior to, any hearing.

The County of Mendocino complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact Clerk of the Board of Supervisors at 707-463-4441 at least five days prior to the meeting.

Additional information regarding the above noted item may be obtained by calling the Clerk of the Board of Supervisors at 707-463-4441, Monday through Friday, 8:00 a.m. through 5:00 p.m. or the Department of Planning and Building Services at 234-6650, Monday through Friday, 8:00 a.m. through 5:00 p.m. Should you desire notification of the Board's decision you may do so by requesting notification in writing and providing a self-addressed stamped envelope to the Clerk of the Board of Supervisors.

IGNACIO GONZALEZ, Interim Director of Planning and Building Services



SUMMARY

OWNER/APPLICANT/AGENT: NICKOLAI STEZ
PO BOX 1448
FORESTVILLE, CA 95436

REQUEST: Administrative Coastal Development Permit to develop a vacant parcel by constructing a single family residence, including a workshop, guest cottage, greenhouse, 8,000 gallon water tank and pump house. The request includes the construction of a well, septic system and gravel driveway, and connections to utilities.

LOCATION: In the Coastal Zone, 3.5± miles north east of Anchor Bay town center, 3.0± miles east of the intersection of State Highway 1 (SH 1) and Iversen Road (CR 503), 0.4± miles south of Iversen Rd., on the east side of a private gravel road, located at 44035 Iversen Rd., Gualala (APN: 142-190-27).

TOTAL ACREAGE: 1.9± Acres

GENERAL PLAN: Rural Residential (RR10:R)
General Plan, Coastal Element Chapter 4.12

ZONING: Rural Residential (RR10)
Mendocino Coastal Zone Code

SUPERVISORIAL DISTRICT: 5 (Williams)

ENVIRONMENTAL DETERMINATION: Categorically Exempt

RECOMMENDATION: APPROVE WITH CONDITIONS

STAFF PLANNER: JESSIE WALDMAN

BACKGROUND

PROJECT DESCRIPTION: Administrative Coastal Development Permit to construct a single family residence with covered entry and concrete patio, workshop, guest cottage, greenhouse, 8,000 gallon water tank and 120 sq. ft. pump house. Including the establishment of a gravel driveway, well, septic system and connections to utilities.

APPLICANT'S STATEMENT: *"New single family dwelling, guest House, workshop building, green house, new septic system and water storage Tank. Expand driveway (existing) and extend power line."*

RELATED APPLICATIONS:

On-Site:

- Map Case 2, Drawer 40, Page 52 of Mendocino County Records

- CE_1999-0019 Test Well
- CDP_73-2006 Single Family Residence, never vested, expired
- CDPM-73-2006(2010) Never vested, expired
- Well Permit Test Well, 12660F
- Septic system Permit ST23538, pending

Adjacent Parcels:

- APN: 142-200-05 CE_2005-0055 - Test Well
CDP_56-2006
- APN: 142-190-26 CalVo Single Family Residence
CC- 30-83- Certificate of Compliance
- APN: 142-190-14 CCC 1-92-086-A1 – Single Family Residence
LCP_33-92 – Single Family Residence
AP_1992-0012 - Temporary Occupancy during Construction
- APN: 142-190-13 LCP_81-81 – Single Family Residence
CE_1998-0065 - Replacement Well

SITE CHARACTERISTICS: The subject parcel is 1.9± acres in size and located on the southeast side of a private gravel road, 0.25± miles south of its intersection with Iversen Road (CR 503), as shown on the *Location Map*. Ariel photographs indicate the parcel is lined with wooded forests and open meadows. The subject site is surrounded by parcels that are approximately 10 acres in size, with the exception of the contiguous parcels to the north and east, being approximately 3 acres and 5 acres, respectively.

A test well, WW12330F, consistent with Categorical Exclusion Permit, CE 19-99, was issued and completed. A septic permit, ST23538, has been approved but not issued to support three bedrooms. A Coastal Development Permit, CDP 73-06, and an amendment, CDPM 73-2006(2010), for a single family residence was issued. During the life of the afore-mentioned development permits, portions of the parcel have been cleared for preparation of the construction of buildings and the installation of the septic system and well.

A *Biological Scoping Survey* was conducted in March 2020 by Spade Natural Resources Consulting (SNRC, 2020). The report found one special status plant, thin-lobed horkelia (*Horkelia tenuiloba*) and one watch list species, glory brush (*Ceanothus gloriosus* ssp. *Exaltatus*). The 2020 report recommended a follow up survey be conducted during early bloom window. The proposed project will be located within the previously cleared areas of the parcel as well as within portions of the Redwood Forest area and the Manzanita Chaparral areas, described in the SNRC 2020 report. A follow up analysis was conducted by NSRC, in April 2021, where the early bloom survey determined early blue violet (*Viola adunca*), marsh microseris (*Microseris paludosa*) and Monterey clover (*Trifolium trichocalyx*) are not present within 100 feet of the proposed development. SNRC did make multiple recommendations for avoidance, which is discussed within the Habitats and Natural Resources section of this staff report.

SURROUNDING LAND USE AND ZONING: As listed on Table 1 below, the surrounding lands are classified and zoned Rural Residential (RR), where the adjacent parcels are developed with residential uses, as shown on the *Aerial Imagery (Vicinity)* and *Aerial Imagery* maps. The proposed single family residence, accessory structures and ancillary development is consistent with the surrounding land uses and development.

Table 1: Surrounding Land Use and Zoning				
	GENERAL PLAN	ZONING	LOT SIZES	USES
NORTH	Rural Residential (RR10)	Rural Residential (RR10)	3± Acres	Residential
EAST	Rural Residential (RR10)	Rural Residential (RR10)	5± Acres	Residential
SOUTH	Rural Residential (RR10)	Rural Residential (RR10)	10± Acres	Residential
WEST	Rural Residential (RR10)	Rural Residential (RR10)	10± Acres	Residential

PUBLIC SERVICES:

Access: Iversen Road to Private Road
Fire District: South Coast Fire Protection District
Water District: NONE
Sewer District: NONE

LOCAL COASTAL PROGRAM CONSISTENCY

The proposed development of a single family residence with covered entry and concrete patio, workshop, guest cottage, greenhouse, 8,000 gallon water tank and 120 square feet pump house, including the establishment of a gravel driveway, well, septic system and connections to utilities, is consistent with the goals and policies of the Local Coastal Program, General Plan and Zoning Code as detailed below:

Land Use: The project site is located within the boundaries of the Local Coastal Program (LCP) area and is shown on the *LCP Land Use Map 30: Anchor Bay* map. The subject parcel is classified as Rural Residential (RR) by the Mendocino County General Plan, as shown on the *General Plan Classifications* map. The Coastal Element Chapter 2.2 Rural Residential classification states:

... is intended to encourage local small scale food production (farming) in areas which are not well suited for large scale commercial agriculture, defined by present or potential use, location, mini-climate, slope, exposure, etc. The Rural Residential classification is not intended to be a growth area and residences should be located as to create minimal impact on agricultural viability.

The proposed project, which involves developing a vacant parcel by constructing a single family residence, appurtenant structures and utilities, is consistent with principally permitted uses and ancillary development with the Rural Residential Land Use classifications, per Mendocino County Coastal Element Chapter 2.2.

Zoning: The project site is located within a Rural Residential (RR) district, as shown on the *Zoning Display Map*. The RR district, per Mendocino County Code (MCC) Section 20.376.005, states:

... is intended to encourage and preserve local small scale farming in the Coastal Zone on lands which are not well-suited for large scale commercial agriculture. Residential uses should be located as to create minimal impact on the agricultural viability.

The proposed project, which includes construction of a single family residence, guest cottage, multiple accessory structures and associated utilities, where a single family residence is a principally permitted use within the RR district, pursuant to MCC Chapter 20.376. Accessory uses are permissible within the RR District, per MCC Chapter 20.456.

The proposed developments will be located at the north eastern portion of the subject parcel, as shown on the *Revised Site Plan*. The parcel's zoning designation RR10 requires a 10 acre minimum parcel size. The subject parcel is 1.9± acres in size and is considered to be legal non-conformation with respects to lot size requirements. The RR zoning district allows for a setback exception for parcels less than five (5) acres in size, such as the subject parcel. The proposed project will comply with the minimum property setback exception requirements for the RR District for the parcel size, which are 20 feet for each front, side and rear yard. A corridor preservation setback of 25 feet applies along the private dirt road, resulting in a front yard setback of either 45 feet or 20 feet from the property line, whichever is greater. As currently proposed, the single family residence and accessory structures will be located outside the 20 foot minimum yard setbacks and will be consistent with the corridor preservation setbacks.

The maximum building height allowed in the RR District is 28 feet above the natural grade for non-Highly Scenic Areas, such as the project site. As currently proposed, the proposed development will be a maximum height of 21 feet, as shown on the multiple *Elevations* maps. The proposed development will establish an overall lot coverage of 3.4 percent, which is consistent with the maximum 20 percent allowable lot coverage. A minimum of two off-street parking spaces are required for the residential unit, where three are proposed; the site has adequate capacity for the required parking.

Guest cottages are compatible with the RR district and designated as permitted accessory uses, per MCC Chapter 20.456, which states the following:

“Subject to the restrictions and limitations of this Chapter, including the granting of a Coastal Development Permit, where applicable, the following accessory buildings and uses shall be permitted in all zoning districts which allow a single family residence (pertinent part):

(G) Accessory Living Unit. Not more than one accessory living unit for each legal parcel.”

An “Accessory Living Unit” as defined in MCC Section 20.308.020 is as follows (pertinent part):

“...a detached bedroom as defined in Section 20.308.035(B) or a guest cottage as defined in Section 20.308.050(I).”

A “Guest Cottage” is defined, per MCC Section 20.308.050(I), which states:

“...a detached building (not exceeding six hundred forty (640) square feet of gross floor area), of permanent construction, without kitchen, clearly subordinate and incidental to the primary dwelling on the same lot, and intended for use without compensation by guests of the occupants of the primary dwelling.”

The proposed guest cottage is 634 square feet, with an attached 196 square foot deck. **Condition 10** is recommended to ensure the guest cottage will not have a kitchen or cooking facilities, will be clearly subordinate and incidental to the primary dwelling, and will not be separately rented, let, or leased whether compensation be direct or indirect.

As currently proposed, the project will conform to development standards of MCC Chapters 20.376, 20.456, 20.472 and 20.532 of Division II of Title 20 of MCC.

Visual Resources: The site is not mapped as a Highly Scenic Area, therefore, the proposed development is subject to only to the Policy 3.5-1 of the Coastal Element, which states:

“The scenic and visual qualities of Mendocino County coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas and, where feasible, to restore and enhance visual quality in visually degraded areas...”

The proposed residence would not be visible from State Route 1, or any park, beach or recreation areas and would not be out of character with surrounding development. With an average building height of 16 feet 10 inches, the residence complies with the 28 foot height limitation.

Condition 11 is recommended to require an exterior finish schedule for proposed materials and colors which will be visually compatible with the character of the surrounding area consistent with Mendocino

County Coastal Element Policies 3.5-1 and Chapter 20.488.015(C) of the Mendocino County Code (MCC).

Condition 12 is recommended to require exterior lighting to be kept to the minimum necessary for safety and security purposes, be downcast, shielded and positioned in a manner that will not shine light or allow light glare to extend beyond the boundaries of the parcel in compliance with Mendocino County Coastal Element Policies 3.5-1 and MCC Section 20.504.035.

With added conditions, the proposed project will not increase view obstruction from nearby public areas and is visually compatible with the character of surrounding areas and will be consistent with Mendocino County Coastal Element Policies 3.5-1 and MCC Chapters 20.488 and 20.504 regulations for parcels to be developed along the ocean and scenic coastal areas.

Hazards Management: The property is in an area of “High Fire Hazard” severity rating, as shown on the *Fire Hazard Zones & Responsibility Areas* map. Fire protection services are provided by the California Department of Forestry and Fire Protection (CalFire) and the South Coast Fire Protection District. The proposed project was referred to both fire protection agencies where no response has been received as of this date.

State Fire Safe Regulations Application Form, CalFire File Number 327-19 was issued for the project. CalFire responded with comments for parcels zoned as Timberland, any proposed timber operations, or removal of commercial tree species. These recommendations are not applicable due the Rural Residential zoning designation of the subject parcel. **Conditions 4 and 5** are recommended requiring the applicant to secure all necessary permits for the proposed development from County, State and Federal agencies having jurisdiction ensures any fire protection policy or plan will be addressed. With the inclusion of these conditions, the proposal would be consistent with Mendocino County policies for fire protection.

As conditioned, the proposed project will be consistent with MCC Chapter 20.500 regulations for hazard areas, including geologic hazards (faults, bluffs, tsunamis, landslides, and erosion), fire and flood hazards.

Habitats and Natural Resources: Both the Mendocino County Coastal Element and Mendocino County Code (MCC) address Environmentally Sensitive Habitat Areas (ESHA). MCC states that development having the potential to impact an ESHA shall be subject to a biological survey, prepared by a qualified biologist, to determine the extent of sensitive resources, to document potential negative impacts, and to recommend appropriate mitigation measures. The site is designated as both Barren and Pygmy Forest Vegetation, as shown on the *LCP Habitats & Resources* map.

As previously mentioned, Spade Natural Resources Consulting (SNRC) conducted a *Biological Scoping Survey* (SNRC, 2020) and a follow up survey (SNRC, 2021). SNRC 's survey recommends avoidance measures for the potential impact to Special Status Birds, Bats and Amphibians, Erosion and Native Landscaping and Invasive Plants. All development maintains a greater than 100 foot buffer to identified ESHA. The proposed project was referred to California Coastal Commission (CCC) and California Department of Fish and Wildlife (CDFW), where no response has been received as of this date.

To prevent impact to ESHA's, **Condition 14 through Condition 19** are recommended by Staff, requiring that Best Management Practices as described in Section 6 Recommended Avoidance Measures of the *Biological Scoping Survey (SNRC, 2020)* be followed to prevent disturbance to all ESHA's during construction of the proposed project.

With added conditions, the proposed project is consistent with MCC Chapter 20.496 regulations for Environmentally Sensitive Habitat Areas (ESHA).

Grading, Erosion, and Run-Off: The area of the proposed single family residence, accessory structures and ancillary development is gently sloped towards the southwest, as shown on the *Topographic Map*. As proposed, grading will occur at the time of construction of the proposed single family residence, accessory structures, and the connection to utilities, including a driveway, water, sewer and electricity. Grading will be required to accommodate the proposed development. Best Management Practices shall be implemented

during construction to prevent delivery of sediment over the bluff edge. **Conditions 4 and 5** requiring the applicant to secure all necessary permits for the proposed development from County, State and Federal agencies having jurisdiction; this ensures any grading, erosion and runoff protection and hazard area policies or plans will be addressed.

The proposed project is consistent with MCC Chapter 20.492 regulations for Grading, Erosion and Runoff Standards.

Groundwater Resources: The site is designated on the Mendocino County Coastal Groundwater Study Map as a Critical Water Resource Bedrock Area, as shown on the *Ground Water Resources* map. A test well, WW12330F, consistent with Categorical Exclusion Permit CE 19-99, was issued and completed. A septic permit, ST23538, has been approved but not issued, to support three bedrooms. The proposed development includes 3 bedrooms, the installation of the septic system and the conversion of the permitted test well into a production well. The project was referred to the Mendocino County Division of Environmental Health (DEH) to review impacts to water and septic, where DEH responded with recommendations requiring the aforementioned septic permit be finalized prior to final of associated building permits for the proposed development. **Conditions 4, 5, and 13** are recommended requiring the applicant to secure all necessary permits for the proposed development from County, State and Federal agencies having jurisdiction ensures any groundwater and DEH regulations will be addressed.

With added conditions, the proposed project will be consistent with the Local Coastal Program policies related to groundwater resources and DEH regulations.

Archaeological/Cultural Resources: The proposed development was referred to Mendocino County Archaeological Commission (ARCH) and Northwest Information Center at Sonoma State University (SSU). SSU recommended a cultural resources survey be conducted. An Archaeological Survey Report, prepared by Alex DeGeorgey, of Alta Archaeological Consulting, dated December 5, 2020, was prepared, where the report states "*No potentially significant cultural resources have been identified*". The report was presented to ARCH, on January 13, 2021, where the Commission accepted the report and added recommendations including adhering the recommendations within the report and a discovery clause as part of the conditions of project approval.

Staff notes that **Condition 8** advises the property owners of a "Discovery Clause," which prescribes the procedures subsequent to the discovery of any cultural resources during construction activities associated with the project. **Condition 9** is recommended to ensure a qualified professional archaeologist should be contacted to evaluate the situation, per the Archaeological Survey recommendations prepared by Alex DeGeorgey, of Alta Archaeological Consulting, dated December 5, 2020.

The project was referred to three local tribes for review and comment, including the Sherwood Valley Rancheria, Redwood Valley Rancheria, and the Cloverdale Rancheria. As of this date, no response has been received.

With added conditions, Staff recommends the project is consistent with Mendocino County policies for the protection of the paleontological and archaeological resources.

Transportation/Circulation: The project would not contribute new sources of traffic on local and regional roadways. The cumulative effects of traffic resulting from development on this site were considered when the Coastal Element land use designations were assigned. Access to the site is provided by a private road from Iverson Road (CRT 503). The Mendocino County Department of Transportation had no comments on the proposed project.

Without added conditions, the project is consistent with MCC Chapter 20.516 regulations and policies for transportation, circulation, utilities, and public services protection.

ENVIRONMENTAL DETERMINATION: The project meets the criteria for a Categorical Exemption from the California Environmental Quality Act (CEQA) under Article 19, Section 15303, Class 3(a) and Class

3(e), new construction, including a single family residence, a guest cottage and accessory structures and ancillary development.

PROJECT FINDINGS AND CONDITIONS

Pursuant to the provisions of Chapter 20.532 and Chapter 20.536 of the Mendocino County Code, the Coastal Permit Administrator approves the proposed project to construct a single family residence, a guest cottage and accessory structures and ancillary development and adopts the following findings and conditions.

FINDINGS:

1. Pursuant with MCC Section 20.532.095(A)(1), the proposed project to establish a single family residence, a guest cottage, accessory structures and ancillary development is in conformity with the certified Local Coastal Program. The proposed developments are principally and accessory permitted uses within the Rural Residential land use classification and are consistent with the intent of the Rural Residential Classification; and
2. Pursuant with MCC Section 20.532.095(A)(2), the proposed development of a single family residence, a guest cottage, accessory structures and ancillary development would be provided with adequate utilities, access roads, drainage, and other necessary facilities. The site will be served. The subject parcel is served by a private gravel road accessed by Iverson Road (CR 503). On-site driveway improvements are proposed under the project. The establishment of a County approved well and septic system on-site septic system is to be installed; and
3. Pursuant with MCC Section 20.532.095(A)(3), the proposed development of a single family residence, a guest cottage, accessory structures and ancillary development is consistent with the purpose and intent of the Rural Residential Zoning District, as well as all other provisions of Division II of Title 20 of the Mendocino County Code, and preserves the integrity of the Rural Residential Zoning District by allowing principally permitted uses and accessory development to the principally permitted uses in the Rural Residential Zoning District; and
4. Pursuant with MCC Section 20.532.095(A)(4), the proposed development, if completed in compliance with the conditions of approval, will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act. Construction of a single family residence, a guest cottage, accessory structures and ancillary developments are categorically exempt pursuant to Article 19, Section 15303, Class 3(a) and Class 3(e), and
5. Pursuant with MCC Section 20.532.095(A)(5), the proposed development of a single family residence, a guest cottage, accessory structures and ancillary developments will not have any adverse impact on any known archaeological or paleontological resources. **Condition 8** advises the applicant of the County's "discovery clause" which establishes procedures to follow in the event that archaeological or cultural materials are discovered during site preparation or construction activities; and
6. Pursuant with MCC Section 20.532.095(A)(6), other public services, including but not limited to, solid waste and public roadway capacity have been considered and are adequate to serve the proposed development. Construction of a single family residence, a guest cottage, accessory structures and ancillary developments are not anticipated to significantly affect demands on public services. The subject parcel and proposed development will be served by an on-site production well and an on-site septic system.

CONDITIONS OF APPROVAL:

1. This action shall become final on the 11th day following the decision unless an appeal is filed pursuant to Section 20.544.015 of the Mendocino County Code. The permit shall expire and become null and void at the expiration of two years after the effective date except where construction and use of the property in reliance on such permit has been initiated prior to its expiration.

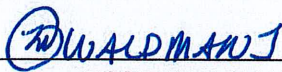
2. To remain valid, progress towards completion of the project must be continuous. The Applicants have sole responsibility for renewing this application before the expiration date. The County will not provide a notice prior to the expiration date.
3. The application, along with supplemental exhibits and related material, shall be considered elements of this permit, and that compliance therewith is mandatory, unless an amendment has been approved by the Coastal Permit Administrator.
4. This permit shall be subject to the securing of all necessary permits for the proposed development from County, State and Federal agencies having jurisdiction.
5. The Applicants shall secure all required permits for the proposed development of the single family residence, carport and ancillary developments to support the single family residence as required by the Building Inspection Division of the Department of Planning and Building Services, Department of Transportation and Department of Environment Health.
6. This permit shall be subject to revocation or modification upon a finding of any one or more of the following:
 - a. The permit was obtained or extended by fraud.
 - b. One or more of the conditions upon which the permit was granted have been violated.
 - c. The use for which the permit was granted is conducted so as to be detrimental to the public health, welfare or safety, or to be a nuisance.
 - d. A final judgment of a court of competent jurisdiction has declared one or more conditions to be void or ineffective, or has enjoined or otherwise prohibited the enforcement or operation of one or more such conditions.
7. This permit is issued without a legal determination having been made upon the number, size or shape of parcels encompassed within the permit described boundaries. Should, at any time, a legal determination be made that the number, size or shape of parcels within the permit described boundaries are different than that which is legally required by this permit, this permit shall become null and void.
8. If any archaeological sites or artifacts are discovered during site excavation or construction activities, the property owner shall cease and desist from all further excavation and disturbances within 100 feet of the discovery, and make notification of the discovery to the Director of the Department of Planning and Building Services. The Director will coordinate further actions for the protection of the archaeological resources in accordance with Section 22.12.090 of the Mendocino County Code.
9. If previously unidentified cultural resources are encountered during project implementation, avoid altering the materials and their stratigraphic context. A qualified professional archaeologist should be contacted to evaluate the situation, per the Archaeological Survey recommendations prepared by Alex DeGeorgey, of Alta Archaeological Consulting, dated December 5, 2020.
10. Prior to issuance of a building permit for the guest cottage in reliance of this Coastal Development Permit, the applicants shall execute and record a deed restriction stating that the guest cottage shall not contain facilities, either permanent or temporary and portable, for the cooking or preparation of food, shall not be used as an independent dwelling unit until such time as appropriate permits are obtained, shall be clearly incidental and subordinate to the primary dwelling on the parcel, and shall not be separately rented, let, or leased whether compensation be direct or indirect as defined by MCC Section 20.308.050(I). The property owner has the ability to convert the guest cottage for use as a second residence if regulations are adopted in the future to permit second residences within the Coastal Zone. Such a conversion shall only be allowed after securing all required permits to allow such a use.

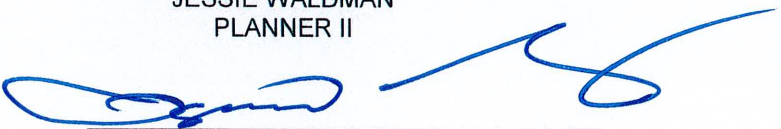
11. Prior to issuance of a Building Permit, the property owner shall furnish exterior finish schedule consistent with Mendocino County Coastal Element Policy 3.5-4 and Mendocino County Code of Ordinances Section 20.504.015(C), for approval from the Coastal Permit Administrator or to the satisfaction of the Director of Planning and Building Services.
12. Prior to issuance of a Building Permit, the property owner shall furnish exterior lighting details consistent with Mendocino County Coastal Element Policy 3.5-4 and Mendocino County Code of Ordinances Section 20.504.035, for approval from the Coastal Permit Administrator or to the satisfaction of the Director of Planning and Building Services.
13. Prior to final of a Building Permit, final approval of the aforementioned septic permit shall be completed, per Division of Environmental Health regulations.
14. In order to provide for the protection of **special status birds**, as described in Section 6 Recommended Avoidance Measures of the *Biological Scoping Survey (SNRC, 2020, 6.1.3)*, the following mitigation measures are recommended to minimize impacts to presumed ESHA within the study area:
 - a. Removal of vegetation removal and initiation of construction shall be done during non-breeding season (between September and January). If development is to occur during the breeding season (February to August), a pre-construction survey is recommended with 14 days of the onset of construction to ensure that no nesting birds will be disturbed during development, and
 - b. If active special status bird nests are observed, no ground disturbance activities shall occur within a 100 foot exclusion zone. These exclusion zones may vary depending on species, habitat and level of disturbance. The exclusion zone shall remain in place around the active nest until all young are no longer dependent upon the nest. A biologist should monitor the nest site weekly during the breeding season to ensure the buffer is sufficient to protect the nest site from potential disturbance, and
 - c. Construction shall occur during daylight hours to limit disturbing construction noise and minimize disturbance.
15. In order to provide for the protection of **special status bats**, as described in Section 6 Recommended Avoidance Measures of the *Biological Scoping Survey (SNRC, 2020, 6.1.3)*, the following mitigation measures are recommended to minimize impacts to presumed ESHA within the study area:
 - a. Removal of vegetation removal and initiation of construction shall be done during non-roosting season (between September and October). If development is to occur during the roosting season (November to August), a pre-construction survey is recommended with 14 days of the onset of construction to ensure that no roosts will be disturbed during development, and
 - b. If evidence of bats use is observed, then biologists shall conduct acoustic surveys under appropriate conditions using an acoustic detector, to determine whether a site is occupied. If bats are found, a minimum 50 foot buffer should be implemented around the roost tree. Removal of roost trees should occur in September and October, or after bats have left the roost and the recommendations of the survey shall be adhered, and
 - c. Construction shall occur during daylight hours to limit disturbing construction noise and minimize disturbance.
16. In order to provide for the protection of **special status frogs**, as described in Section 6 Recommended Avoidance Measures of the *Biological Scoping Survey (SNRC, 2020, 6.1.4)*, the following mitigation measures are recommended to minimize impacts to presumed ESHA within the study area:

- a. Within 2 weeks prior to construction activities, construction personnel will be trained by a qualified biologist in the identification of special status frogs that occur along the Mendocino County Coast. Workers will be trained to differentiate between special status and common species and instructed on actions and communications required to be conducted in the event that special status amphibians are observed during construction; and
 - b. During ground disturbing activities, construction crews will begin each day with a visual search around the staging and impact area to detect the presence of amphibians; and
 - c. During construction and debris removal, any wood stockpiles should be moved carefully by hand in order to avoid accidental crushing or other damage to amphibians; and
 - d. If a rain event occurs during the construction period, all activities shall cease for 48 hours after the rain stops. Prior to resuming construction activities, trained construction crews shall examine the site for the presence of special status amphibians. If no amphibians are observed, normal construction activities may resume. If a special status amphibian is detected, construction crews will stop all ground disturbing work and will contact the California Department of Fish and Wildlife (CDFW) or a qualified biologist. Clearance from CDFW will then be in agreement with protective measures needed for any potential special status amphibians.
17. In order to provide for the protection of **Sonoma Tree Vole**, as described in Section 6 Recommended Avoidance Measures of the *Biological Scoping Survey (SNRC, 2020, 6.1.5)*, a Sonoma tree vole survey shall occur within two weeks of tree removal activities. If tree vole nests are found in trees to be removed, the California Department of Fish and Wildlife (CDFW) shall be immediately notified and steps shall be taken to protect identified tree vole nests per California Department of Fish and Wildlife (CDFW) requirements. The applicant shall comply with all recommendations of CDFW. Project commencement shall not occur until California Department of Fish and Wildlife (CDFW) gives clearance.
18. In order to provide for the protection of **erosion control**, as described in Section 6 Recommended Avoidance Measures of the *Biological Scoping Survey (SNRC, 2020, 6.1.6)*, standard Best Management Practices (BMPs) shall be employed to assure minimization of erosion resulting from construction. Ground disturbance shall be limited to the minimum necessary and disturbed soil areas shall be stabilized as soon as feasible. Any soil stockpiles shall be covered or otherwise stabilized to prevent dust impacts. Any bare soil created by the construction phase of the project shall be revegetated with native vegetation and/ or native see mixes for soil stabilization.
19. In order to provide for the protection of **native flora and habitat of native fauna**, as described in Section 6 Recommended Avoidance Measures of the *Biological Scoping Survey (SNRC, 2020, 6.1.7)*, landscaping shall not include any invasive plants and shall consist of native plants to California and the project site's environment. Heavy equipment undercarriages and tires should be washed prior to entering the site in order to remove any invasive plant seeds.

7-20-2021
DATE

7-20-2021
DATE


JESSIE WALDMAN
PLANNER II


IGNACIO GONZALEZ
INTERIM DIRECTOR

Appeal Period: 10 Days
Appeal Fee: \$1,616.00

ATTACHMENTS:

- | | |
|---------------------------------|---|
| A. Location Map | N. LCP Land Use Map 30: Anchor Bay |
| B. Aerial Imagery (Vicinity) | O. LCP Land Capabilities & Natural Hazards |
| C. Aerial Imagery | P. LCP Habitats & Resources |
| D. Topographic Map | Q. Appealable Areas |
| E. Revised Site Plan | R. Adjacent Parcels |
| F. SFR Floor Plan | S. Fire Hazard Zones & Responsibility Areas |
| G. SFR Elevations NW | T. Groundwater Resources |
| H. SFR Elevations SE | U. Slope |
| I. Guest House Plan | V. Soils |
| J. Workshop Plan | W. Biological Scoping Survey, dated March 6, 2020 |
| K. Greenhouse Plan | X. Biological Update, dated April 30, 2021 |
| L. Zoning Display Map | |
| M. General Plan Classifications | |

AGENCY COMMENTS: On August 6, 2020, project referrals were sent to the following responsible or trustee agencies with jurisdiction over the Project. A summary of the submitted agency comments are listed below. Any comment that would trigger a project modification or denial are discussed in full as key issues in the following section.

REFERRAL AGENCIES	COMMENT
Archaeological Commission (ARCH)	Comments
Assessor’s Office	No Comment
Building Division (FB PBS)	No Comment
CalFire (Prevention)	Comments
CalFire (Resource Management)	No Response
California Coastal Commission (CCC)	No Response
California Department of Fish & Wildlife (CDFW)	No Response
Cloverdale Rancheria	No Response
Department of Transportation (DOT)	Comments
Environmental Health (DEH) (FB)	Comments
Gualala Municipal Advisory Council (GMAC)	Comments
Planning Division (Ukiah PBS)	No Comment
Redwood Valley Tribe	No Response
Sherwood Valley Band of Pomo Indians	No Response
Sonoma State University-NWIC (SSU)	Comments
South Coast Fire Protection District	No Response

REFERENCES:

(Coastal Element) Mendocino County, Planning and Building Services, Planning Division. The County of Mendocino General Plan, Coastal Element. 1985. Accessed May 21, 2021, at:
<https://www.mendocinocounty.org/government/planning-building-services/plans/coastal-element>

(MCC, 1991) Mendocino County Department of Planning and Building Services. October 1991. Mendocino County Zoning Code Coastal Zoning Code, Title 20 – Division II of the Mendocino County Code. Accessed May 21, 2021,
https://library.municode.com/ca/mendocino_county/codes/code_of_ordinances?nodeId=MECOCO_TIT20_ZOOR_DIVIIMECOCOZOCO





Mendocino County Department of Planning & Building Services. County of Mendocino Coastal Zone. LCP Map 30 – Anchor Bay [map]. 1985. Accessed May 21, 2021, at: <https://www.mendocinocounty.org/government/planning-building-services/county-maps/coastal-zone-local-coastal-program-lcp-maps>.

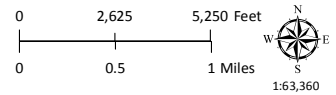
Mendocino County Department of Planning & Building Services. June 2011. Fire Hazard Zones & Fire Responsibility Areas [map]. Accessed May 21, 2021, at: https://www.mendocinocounty.org/government/planning/Fire_Hazard_Severity_Map.pdf.

Mendocino County Department of Planning & Building Services. March 2015. Coastal Ground Water Resources [map]. Accessed May 21, 2021, at: http://www.co.mendocino.ca.us/planning/pdf/12x36_Coastal_Groundwater_Areas.pdf.



CASE: CDP 2019-0022
 OWNER: STEZ, Nikolai
 APN: 142-190-27
 APLCT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Gualala




-  Coastal Zone Boundary
-  Major Roads
-  Major Rivers
-  Highways

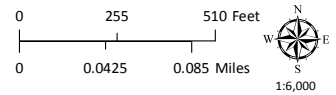


MENDOCINO COUNTY PLANNING DEPARTMENT - 6/10/2019





CASE: CDP 2019-0022
OWNER: STEZ, Nikolai
APN: 142-190-27
APLCT: Bob Hartstock
AGENT: Bob Hartstock
ADDRESS: 44035 Iversen Road, Gualala

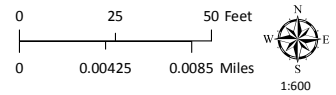
-  Named Rivers
-  Public Roads
-  Driveways/Unnamed Roads

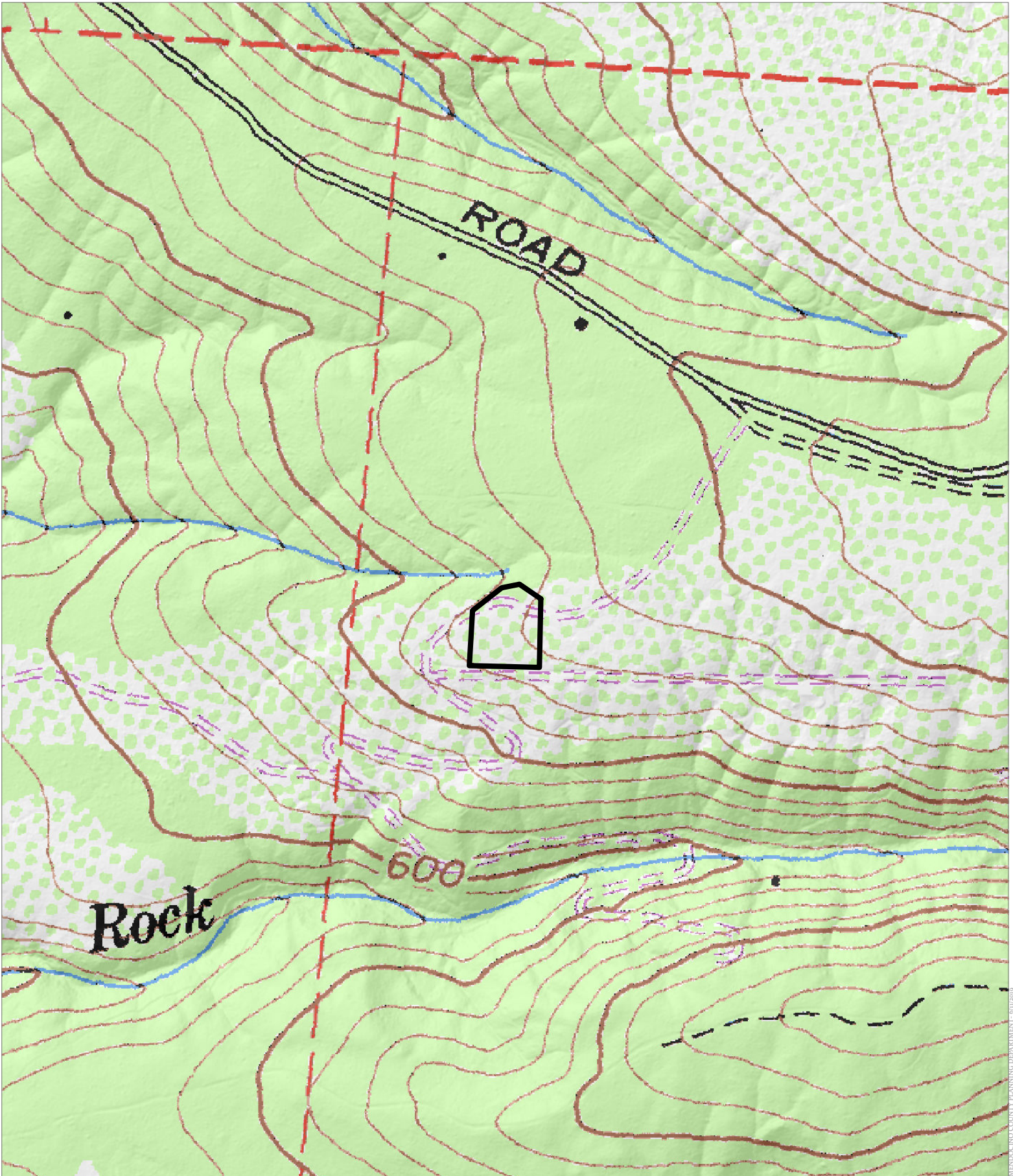




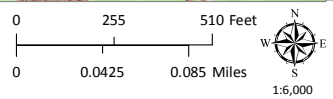
CASE: CDP 2019-0022
OWNER: STEZ, Nikolai
APN: 142-190-27
APLCT: Bob Hartstock
AGENT: Bob Hartstock
ADDRESS: 44035 Iversen Road, Gualala

-  Named Rivers
-  Driveways/Unnamed Roads



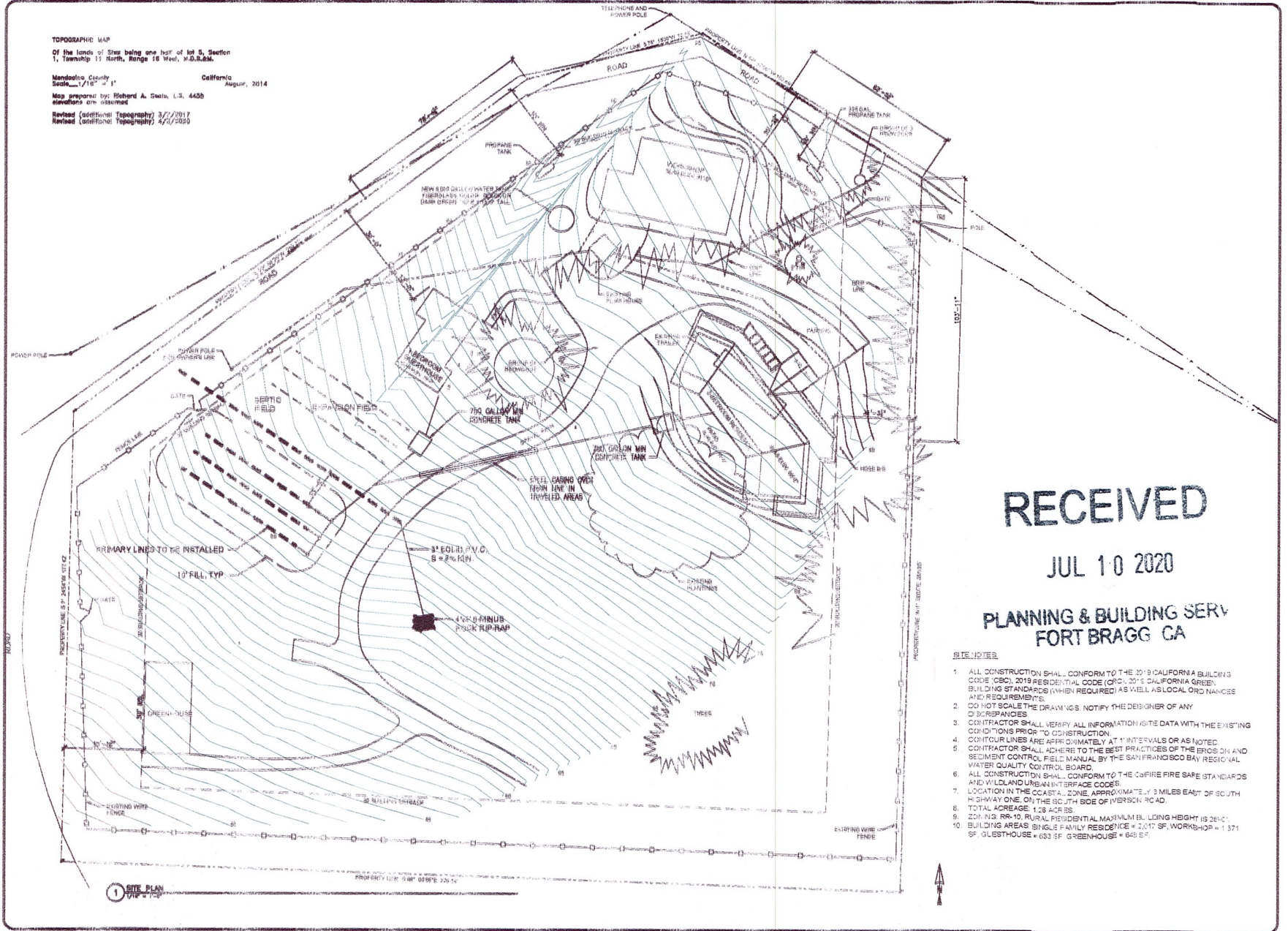


CASE: CDP 2019-0022
 OWNER: STEZ, Nikolai
 APN: 142-190-27
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 AGENT: Bob Hartstock
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TOPOGRAPHIC MAP
 CONTOUR INTERVAL IS 40 FEET
 ATTACHMENT 452

CASE: CDP 2019-0022
 OWNER: STEZ, Nickolai
 APN: 142-190-27
 APLCT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Guatala



TOPOGRAPHIC MAP
 Of the lands of Stez being one half of lot B, Section
 1, Township 11 North, Range 19 West, S.D.B.M.

Mendocino County California August, 2014
 Map prepared by: Robert A. Smith, L.S. 4458
 elevations are assumed
 Revised (Additional Topography): 3/22/2017
 Revised (Additional Topography): 4/11/2020

RECEIVED

JUL 10 2020

PLANNING & BUILDING SERV
 FORT BRAGG CA

SITE NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE 2019 CALIFORNIA BUILDING CODE (CBC), 2019 SUPPLEMENTAL CODE (SCC), 2019 CALIFORNIA GREEN BUILDING STANDARDS (WHERE REQUIRED) AS WELL AS LOCAL ORDINANCES AND REQUIREMENTS.
2. DO NOT SCALE THE DRAWINGS. NOTIFY THE DESIGNER OF ANY DISCREPANCIES.
3. CONTRACTOR SHALL VERIFY ALL INFORMATION/ SITE DATA WITH THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
4. CONTROL LINES ARE APPROXIMATELY AT 1' INTERVALS OR AS NOTED.
5. CONTRACTOR SHALL ADHERE TO THE BEST PRACTICES OF THE EROSION AND SEDIMENT CONTROL FIELD MANUAL BY THE SAN FRANCISCO BAY RESIDENTIAL WATER QUALITY CONTROL BOARD.
6. ALL CONSTRUCTION SHALL CONFORM TO THE CALIFORNIA FIRE SAFE STANDARDS AND WILDLAND URBAN INTERFACE CODES.
7. LOCATION IN THE COASTAL ZONE, APPROXIMATELY 3 MILES EAST OF SOUTH HIGHWAY ONE, ON THE SOUTH SIDE OF IVERSEN ROAD.
8. TOTAL ACREAGE: 1.28 ACRES.
9. ZONING: RR-10, RURAL RESIDENTIAL. MAXIMUM BUILDING HEIGHT IS 26'-0".
10. BUILDING AREAS: SINGLE FAMILY RESIDENCE = 2,017 SF, WORKSHOP = 1,371 SF, GUESTHOUSE = 693 SF, GREENHOUSE = 648 SF.

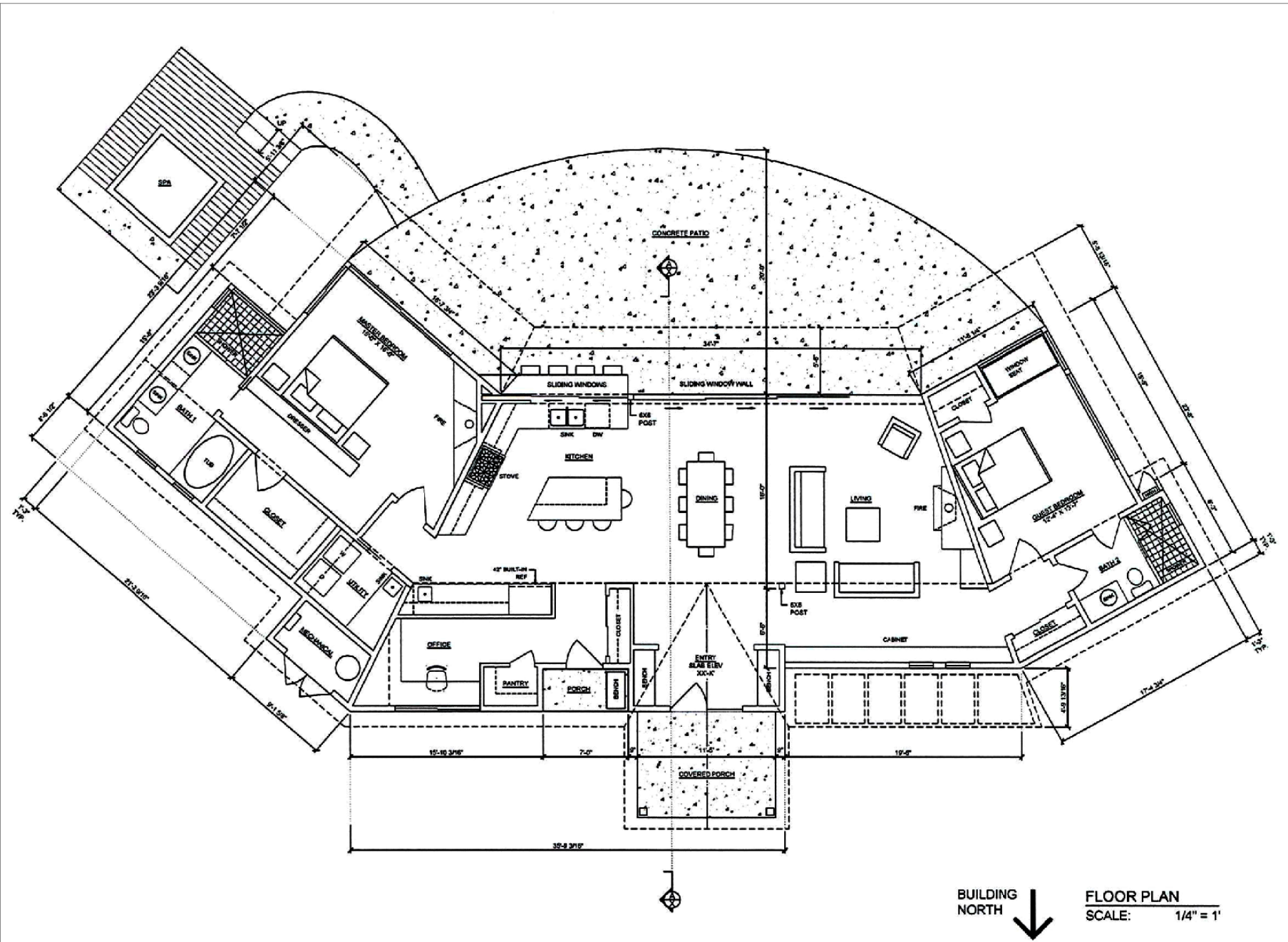
NO SCALE

1 SITE PLAN
 DATE: 7-13

PROPERTY LINE: 44035 IVERSEN RD. 220-54



REVISED SITE PLAN



BUILDING NORTH ↓
 FLOOR PLAN SCALE: 1/4" = 1'

- NOTES:**
- 1: BUILDING SIZE: HOUSE = 1,980 SQFT
 - MECHANICAL = 37 SQFT
 - COVERED PORCHES (2) = 124 SQFT
 - PATIO = 618 SQFT

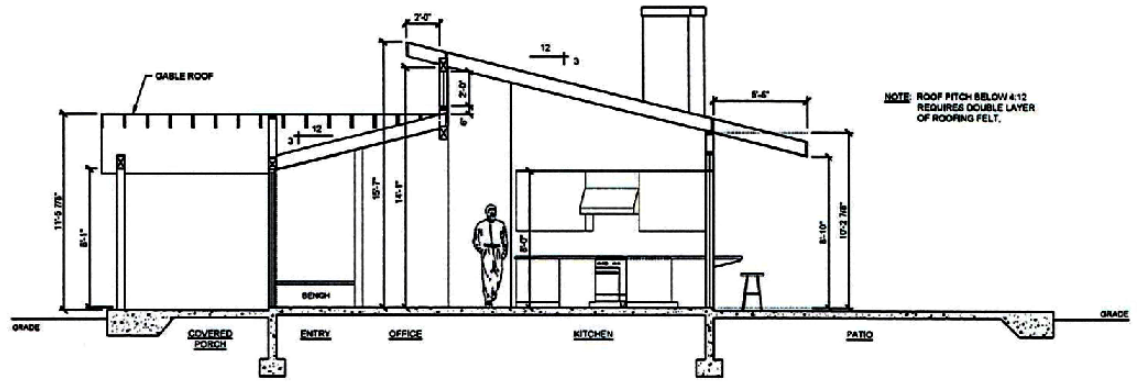
ATTACHMENT F

CASE: CDP 2019-0022
 OWNER: STEZ, Nickolai
 APN: 142-190-27
 APLCT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Gualala

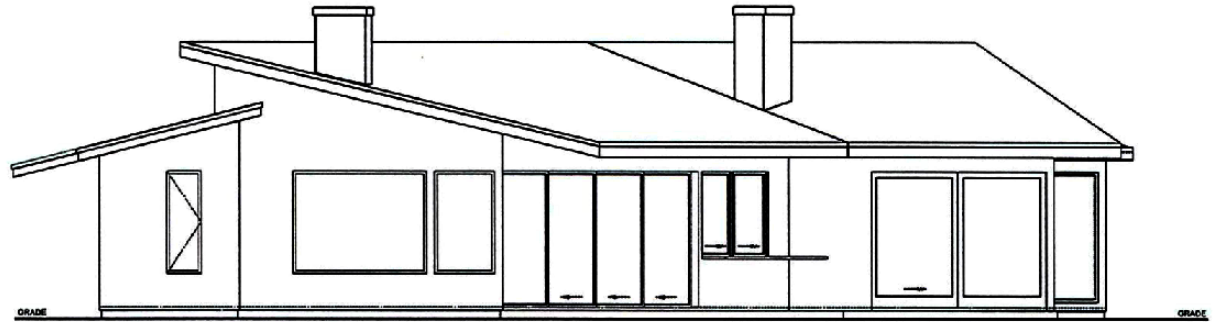
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SFR FLOOR PLAN

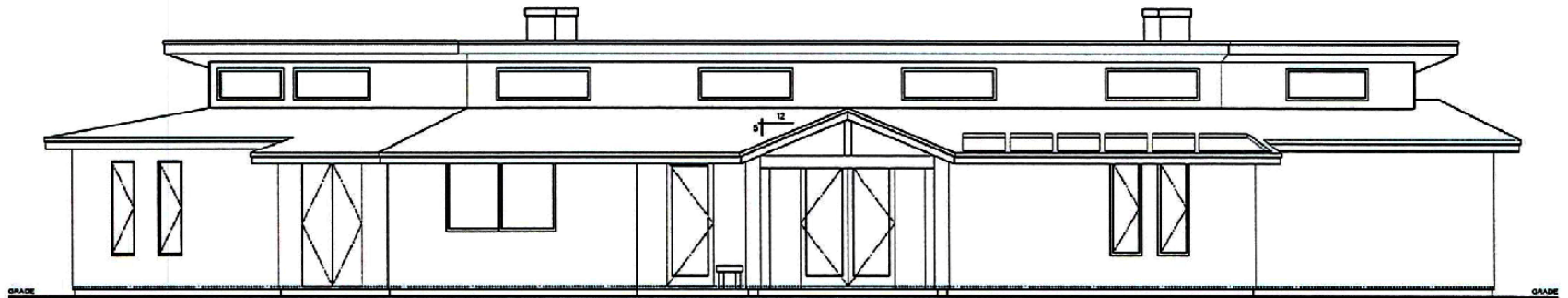
CASE: CDP 2019-0022
 OWNER: STEZ, Nikolai
 APN: 142-190-27
 APLIC: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Gualala



SECTION A-A
 SCALE: 1/4" = 1'



WEST ELEVATION
 SCALE: 1/4" = 1'



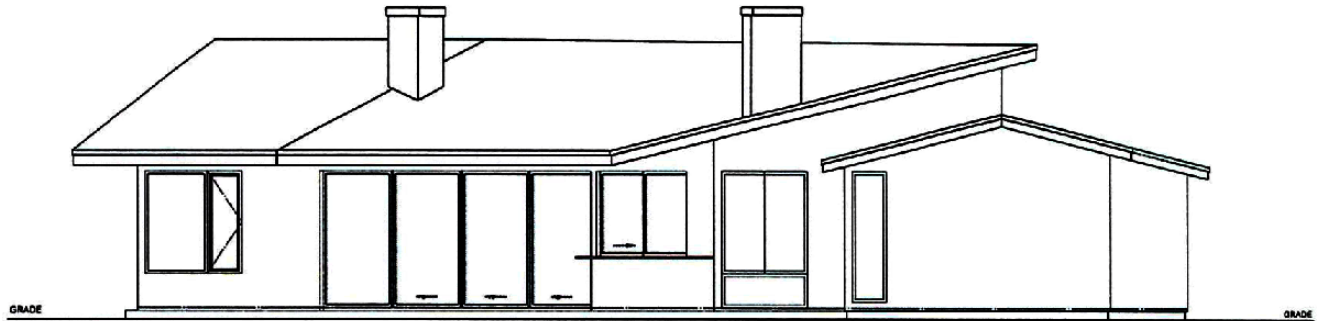
NORTH ELEVATION
 SCALE: 1/4" = 1'

ATTACHMENT G

NO SCALE

SFR ELEVATIONS

CASE: CDP 2019-0022
OWNER: STEZ, Nickolai
APN: 142-190-27
APLCT: Bob Hartstock
AGENT: Bob Hartstock
ADDRESS: 44035 Iversen Road, Gualala



EAST ELEVATION
SCALE: 1/4" = 1'

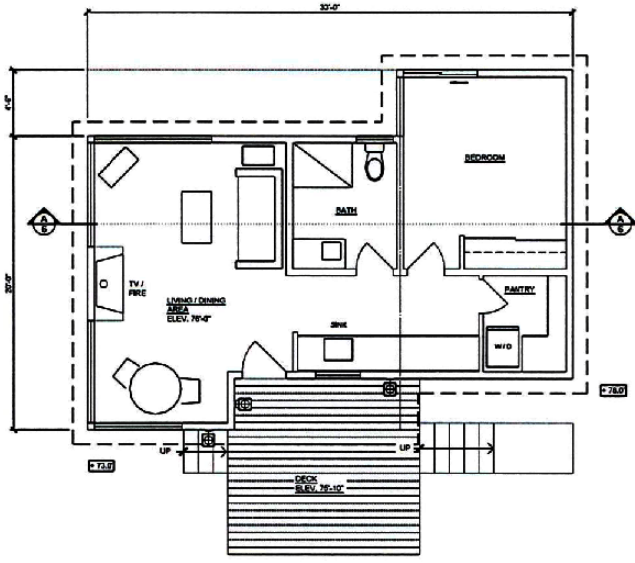


SOUTH ELEVATION
SCALE: 1/4" = 1'

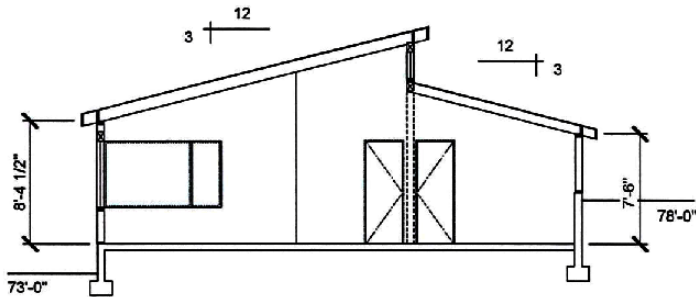
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SFR ELEVATIONS

CASE: CDP 2019-0022
 OWNER: STEZ, Nickolai
 APN: 142-190-27
 APLCT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Guialala

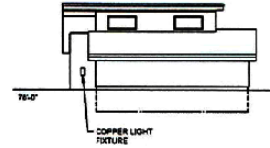


FLOOR PLAN
 SCALE: 1/4" = 1'

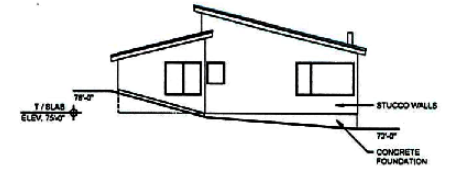


SECTION A-A
 SCALE: 1/4" = 1'

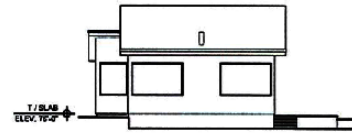
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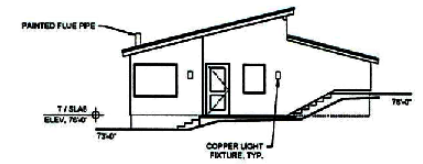
EAST ELEVATION
 SCALE: 1/8" = 1'



NORTH ELEVATION
 SCALE: 1/8" = 1'



WEST ELEVATION
 SCALE: 1/8" = 1'



SOUTH ELEVATION
 SCALE: 1/8" = 1'

GENERAL NOTES:

1. BUILDING SIZE = 633 SQ.FT.

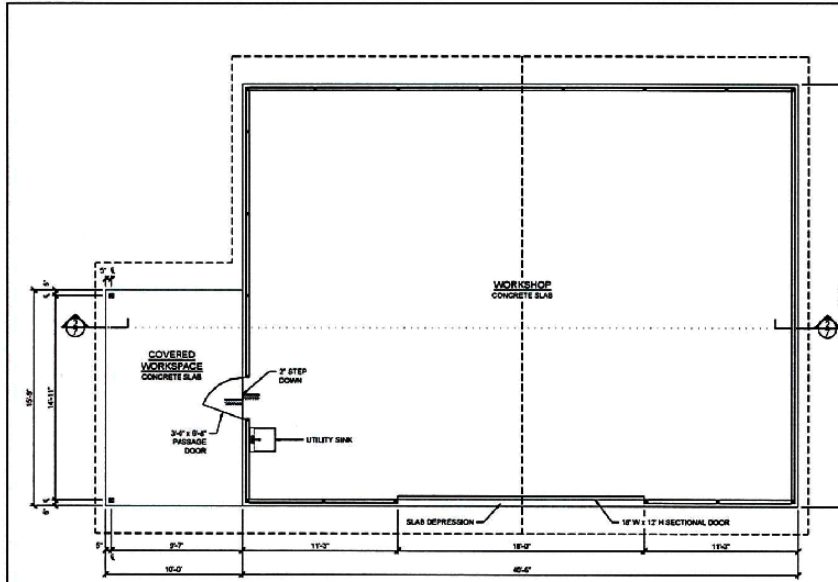
EXTERIOR BUILDING MATERIALS:

1. FOUNDATION TO BE SLAB ON GRADE WITH EXPOSED CONCRETE WALLS.
2. EXTERIOR WALLS TO BE 2x6 STUDS AT 16" O.C. WITH STUCCO, COLOR: TERRA COTTA.
3. ROOF TO BE CLASS A, COMPOSITION SHINGLES, COLOR: BLACK OR CHARCOAL GREY.
4. HOOD TRIM TO BE PAINTED DARK GREY.
5. GUTTERS TO BE COPPER.
6. WINDOWS SHALL BE WHITE VINYL FRAMES WITH CLEAR INSULATED GLASS AND TEMPERED AS REQUIRED.
7. WOOD DOOR TO BE PAINTED TO MATCH STUCCO.
8. EXTERIOR METAL TO BE PAINTED BLACK, EXCEPT FOR COPPER.

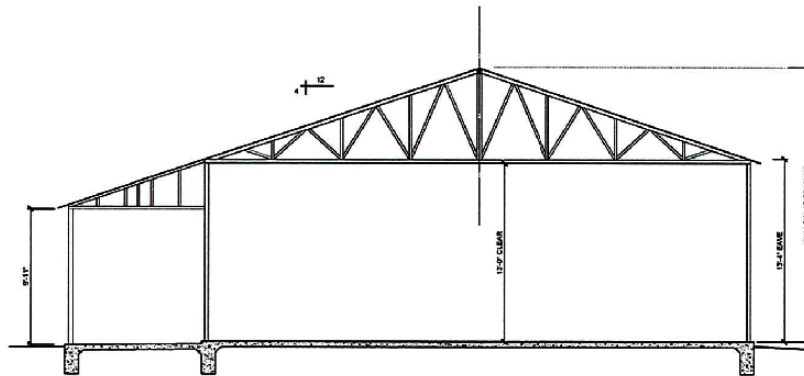
EXTERIOR LIGHTING:

1. EXTERIOR LIGHTS SHALL BE DOWNCAST WALL LIGHTS PER LOCATION ON PLAN.
2. FIXTURE SYMBOL (Ⓢ) DENOTES LIGHT FIXTURE. SEE DETAIL FOR SPECIFICATIONS.

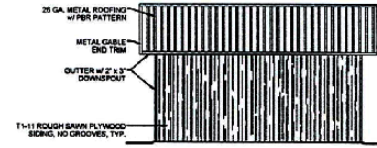
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 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Guafala



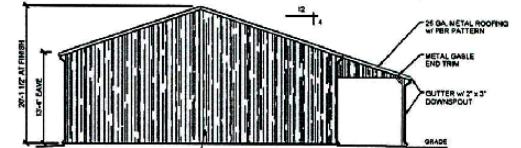
1 FLOOR PLAN
 SCALE: 1/4" = 1'
 BUILDING NORTH ↑



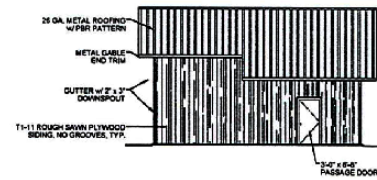
2 SECTION
 SCALE: 1/4" = 1'



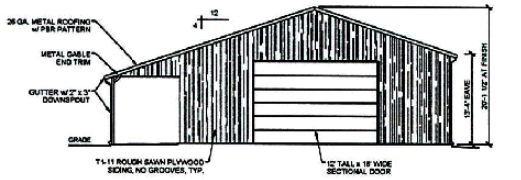
3 EAST ELEVATION
 SCALE: 1/8" = 1'



4 NORTH ELEVATION
 SCALE: 1/8" = 1'



5 WEST ELEVATION
 SCALE: 1/8" = 1'



6 SOUTH ELEVATION
 SCALE: 1/8" = 1'

NOTES:

- 1: BUILDING SIZE: WORKSHOP (40' x 30'-4") = 1,213 SQFT
 COVERED WORKSPACE (10' x 8'-0") = 156 SQFT

GENERAL NOTES:

- 1. FOUNDATION TO BE CONCRETE SLAB ON GRADE.
- 2. STEEL FRAMING AND TRUSSES TO BE ENGINEERED BY MANUFACTURER.
- 3. EXTERIOR SIDING TO BE T-1-11 ROUGH SAWN PLYWOOD, NO GROOVES, TYPICAL. FINISH TO BE DETERMINED.
- 4. METAL ROOF TO BE 26 GA. STEEL WITH W/FER PATTERN. COLOR TO BE DETERMINED. METAL TRIM TO MATCH.
- 5. SECTIONAL ROLL-UP DOOR TO BE 18' WIDE x 12' TALL. COLOR TO BE DETERMINED.
- 6. PASSAGE DOOR TO BE 3'-0" WIDE x 6'-0" TALL. COLOR TO BE DETERMINED.

NO SCALE

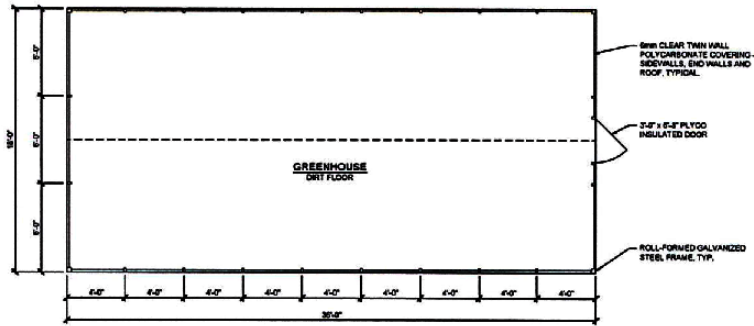
WORKSHOP PLAN

CASE: CDP 2019-0022
 OWNER: STEZ, Nickolai
 APN: 142-190-27
 AP/CT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Gualala

NO SCALE

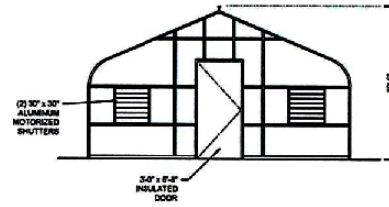
GREENHOUSE PLAN

459

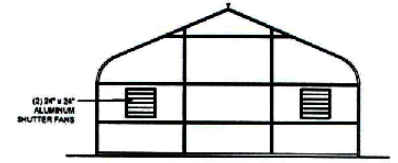


FLOOR PLAN
 SCALE: 1/4" = 1'

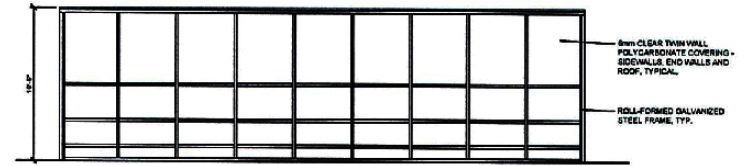
BUILDING NORTH ↑



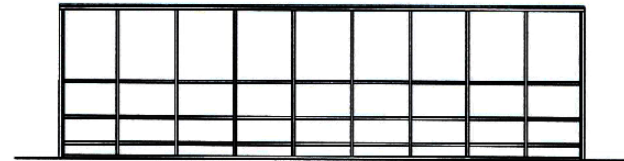
WEST ELEVATION
 SCALE: 1/4" = 1'



EAST ELEVATION
 SCALE: 1/4" = 1'



SOUTH ELEVATION
 SCALE: 1/4" = 1'



NORTH ELEVATION
 SCALE: 1/4" = 1'


GENERAL NOTES:

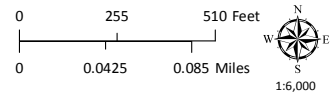
1: BUILDING SIZE: GREENHOUSE = 848 SQFT



MENDOCINO COUNTY PLANNING DEPARTMENT - 6/17/2019

CASE: CDP 2019-0022
 OWNER: STEZ, Nikolai
 APN: 142-190-27
 APLCT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Gualala

 Zoning Districts



FL 160

FL 160

RMR 20

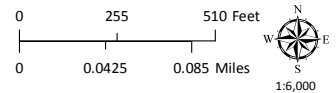
RR 10

FL 160



General Plan Classes

CASE: CDP 2019-0022
OWNER: STEZ, Nikolai
APN: 142-190-27
APLCT: Bob Hartstock
AGENT: Bob Hartstock
ADDRESS: 44035 Iversen Road, Gualala



MENDOCINO COUNTY PLANNING DEPARTMENT - 6/17/2019

GENERAL PLAN CLASSIFICATIONS

ATTACHMEN 461

MIR-20

FL

RR-10



Green

Rock

TPZ

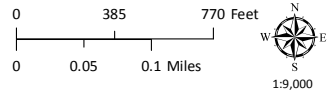
Port

SHORELINE ACCESS/CIRCULATION	
	Shoreline Access Existing
	Shoreline Access Proposed
	View Turnout
	Proposed road alignment

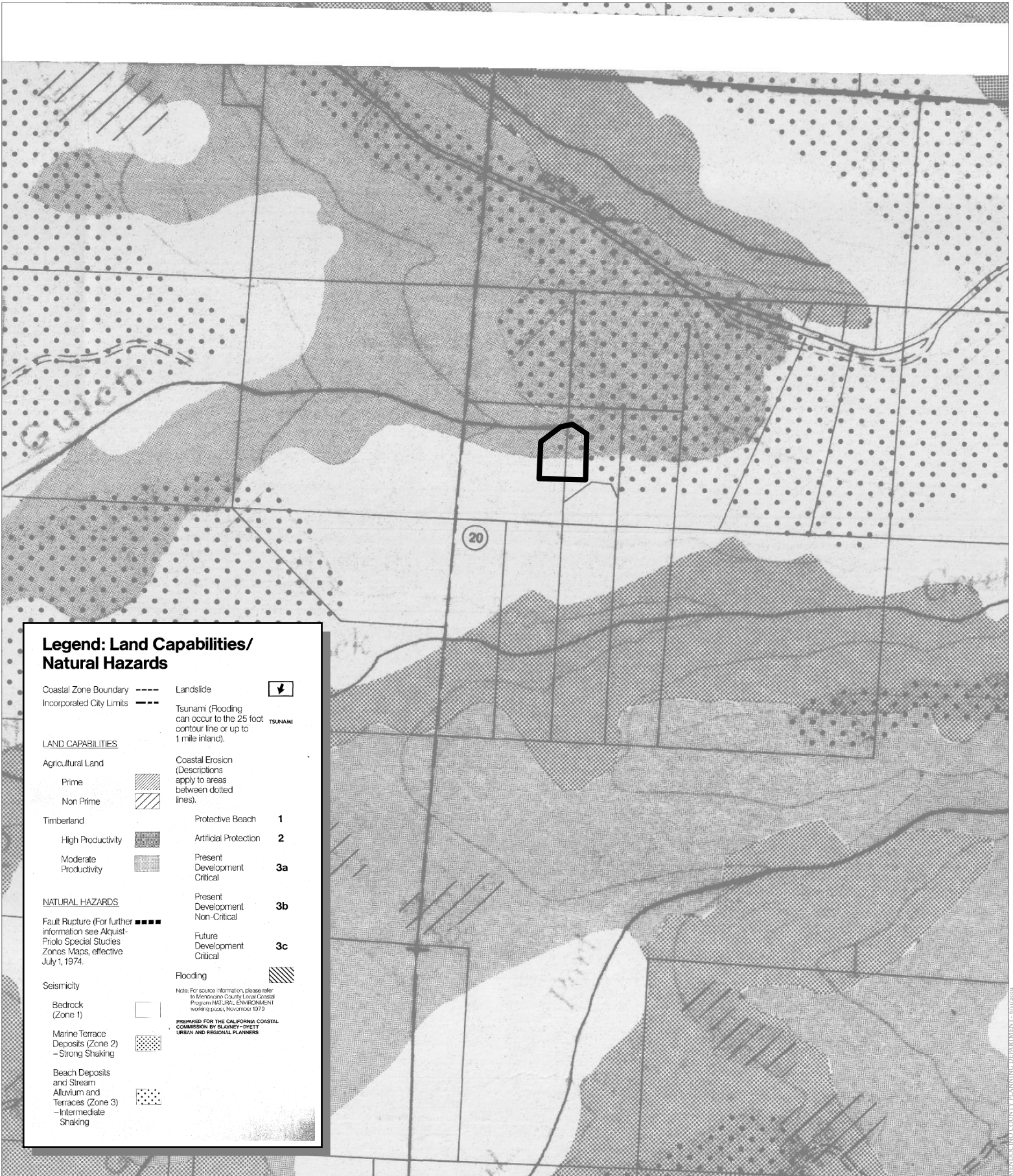
NATURAL ENVIRONMENT	
	Prime Agricultural Land <small>As defined by State Code Sec. 57098.33</small>
	Pygmy Vegetation <small>Standard forest species on rocky or blackfoot soils.</small>
	Pygmy-type Vegetation <small>Standard forest species on blackfoot soils.</small>
	Riparian Vegetation <small>Wetland vegetation associated with the banks of streams and riparian habitats or wetlands in areas of flood-prone or adjacent riparian.</small>
	Wetlands <small>Land covered or saturated by shallow water, including swamps, marshes, and bays.</small>
	Dunes
	Rare or Endangered Plant Habitat <small>Designated by California Native Plant Society.</small>
	Rare or Endangered Wildlife Habitat <small>Approximate location of species capable and rare, endangered or threatened by the U.S. Fish and Wildlife Service or the California Department of Fish and Game.</small>
	Special Treatment Area <small>Used to avoid noise emitting activities in prime scenic areas.</small>
	Flooding <small>Area having a 1 percent chance of flooding in a given year (1995 to 1996) 1:1000.</small>

BOUNDARIES	
	Urban/Rural Boundary <small>The actual line between prime or Critical Area Sec. 30220, 30220.5 or 30220.6.</small>
	Water District <small>Publicly regulated district providing water for more than 500 acres.</small>
	Sewer District <small>Publicly regulated district providing sewerage services for more than 500 acres.</small>
	Timber Preserve Zone <small>Use restricted to timber production.</small>
	Williamson Act <small>Contract supporting use in agriculture.</small>

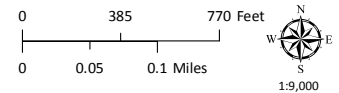
CASE: CDP 2019-0022
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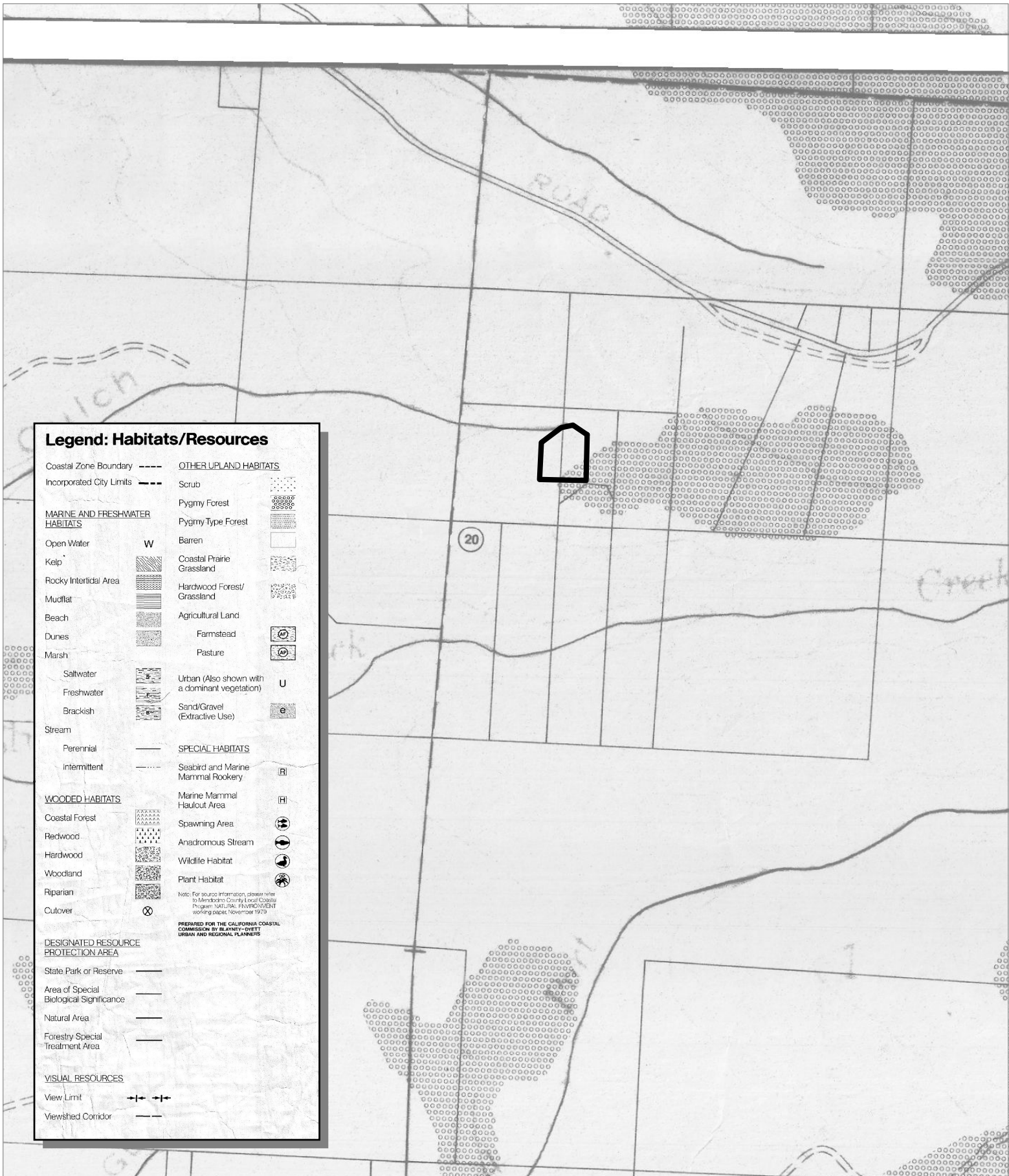


MENDOCINO COUNTY PLANNING DEPARTMENT - 6/17/2019



CASE: CDP 2019-0022
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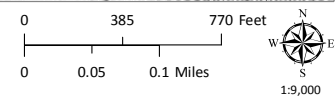


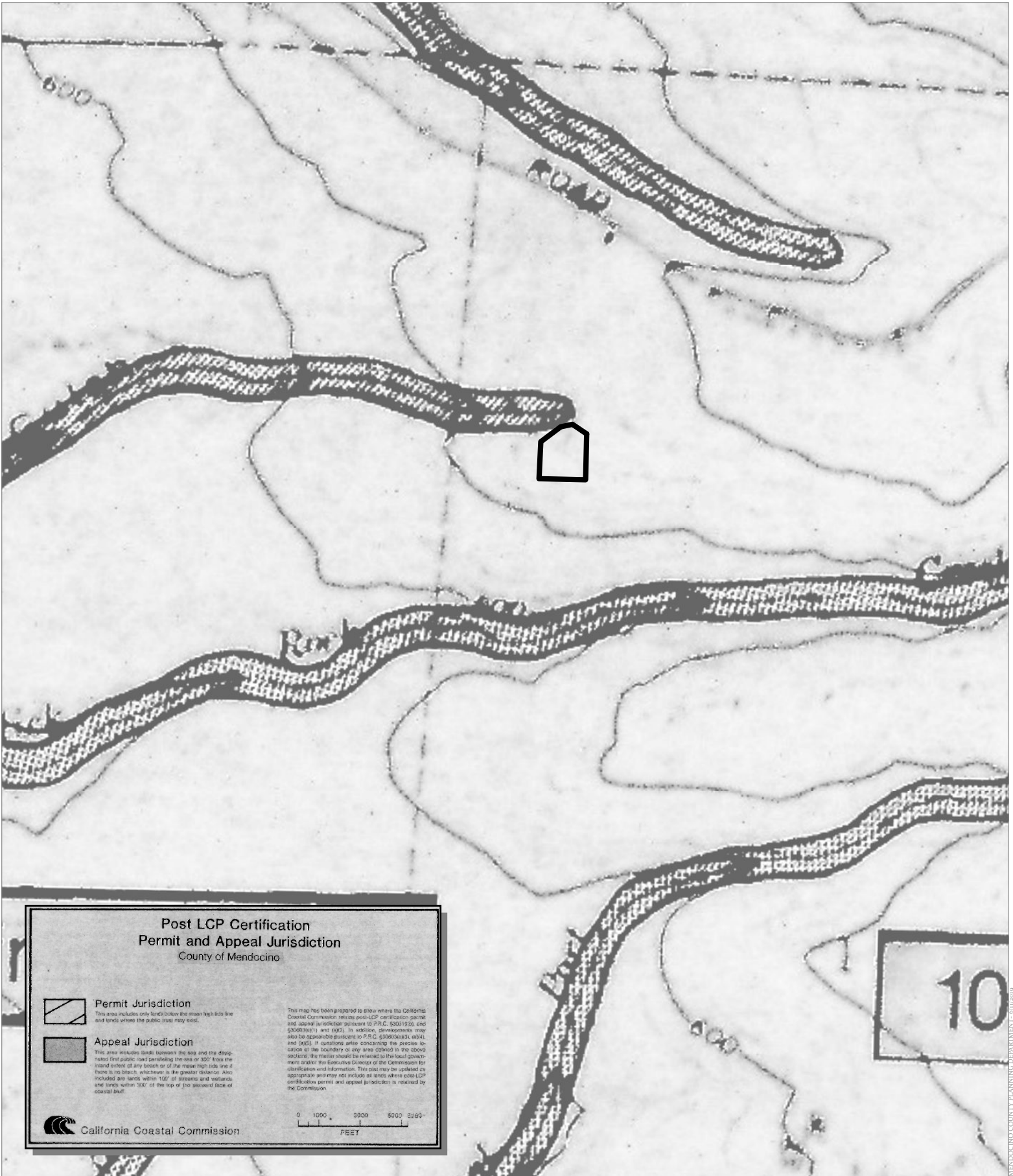
Legend: Habitats/Resources

- Coastal Zone Boundary - - - -
- Incorporated City Limits - - - -
- MARINE AND FRESHWATER HABITATS**
- Open Water W
- Kelp
- Rocky Intertidal Area
- Mudflat
- Beach
- Dunes
- Marsh
- Saltwater
- Freshwater
- Brackish
- Stream
- Perennial
- Intermittent
- WOODED HABITATS**
- Coastal Forest
- Redwood
- Hardwood
- Woodland
- Riparian
- Cutover
- DESIGNATED RESOURCE PROTECTION AREA**
- State Park or Reserve
- Area of Special Biological Significance
- Natural Area
- Forestry Special Treatment Area
- VISUAL RESOURCES**
- View Limit
- Viewshed Corridor
- OTHER UPLAND HABITATS**
- Scrub
- Pygmy Forest
- Pygmy Type Forest
- Barren
- Coastal Prairie Grassland
- Hardwood Forest/ Grassland
- Agricultural Land
- Farmstead
- Pasture
- Urban (Also shown with a dominant vegetation) U
- Sand/Gravel (Extractive Use) e
- SPECIAL HABITATS**
- Seabird and Marine Mammal Rookery BI
- Marine Mammal Haulout Area HI
- Spawning Area
- Anadromous Stream
- Wildlife Habitat
- Plant Habitat

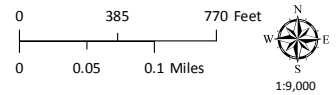
Note: For source information, please refer to Mendocino County Local Coastal Program NATURAL ENVIRONMENT working paper November 1979
 PREPARED FOR THE CALIFORNIA COASTAL COMMISSION BY BLANNEY-SWETT URBAN AND REGIONAL PLANNERS

CASE: CDP 2019-0022
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CASE: CDP 2019-0022
 OWNER: STEZ, Nickolai
 APN: 142-190-27
 APLCT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Gualala



142-190-15
HADDON KLING
44141 IVERSEN RD
RR 10 10 A±

142-190-07
WILLIAM GUYAN
44101 IVERSEN RD
RR 10 11 A±

142-190-26
RICHARD KENNEDY
44009 IVERSEN RD
RR 10 0 A±

142-190-14
SARAH BUCKLEY
44025 IVERSEN RD
RR 10 10 A±

142-190-13
NICKOLAI STEZ
44005 IVERSEN RD
RR 10 5 A±

142-190-09
KATHLEEN GIVANT
44051 IVERSEN RD
RR 10 11.18 A±

142-190-27
NICKOLAI STEZ
44035 IVERSEN RD
RR 10 0 A±

142-200-08
DENNIS SUNYOGH
44019 IVERSEN RD
RR 10 10.17 A±

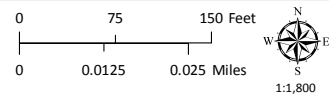
142-200-06
BERNARD HAUSNER
44007 IVERSEN RD
RR 10 10.04 A±

142-200-05
MARIANNA LEUSCHEL
43981 IVERSEN RD
RR 10 10.04 A±

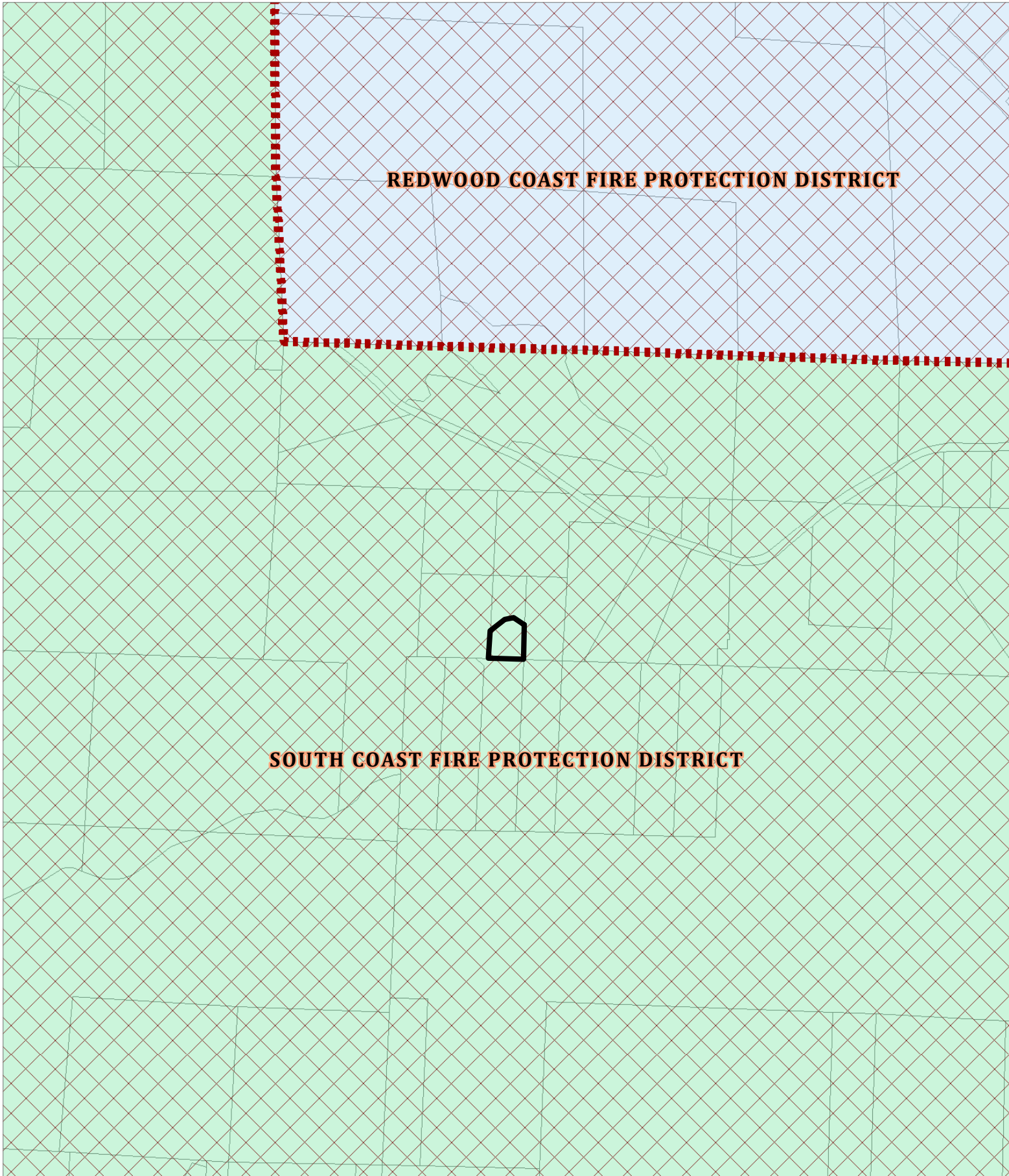
142-200-07
YVONNE DUNTON
43978 IVERSEN RD
RR 10 10.15 A±

142-200-22
KATHLEEN GIVANT
RR 10 20.33 A±

CASE: CDP 2019-0022
OWNER: STEZ, Nikolai
APN: 142-190-27
APLCT: Bob Hartstock
AGENT: Bob Hartstock
ADDRESS: 44035 Iversen Road, Gualala



MENDOCINO COUNTY PLANNING DEPARTMENT - 6/11/2019

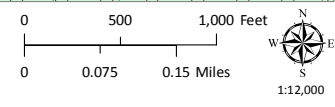


REDWOOD COAST FIRE PROTECTION DISTRICT

SOUTH COAST FIRE PROTECTION DISTRICT

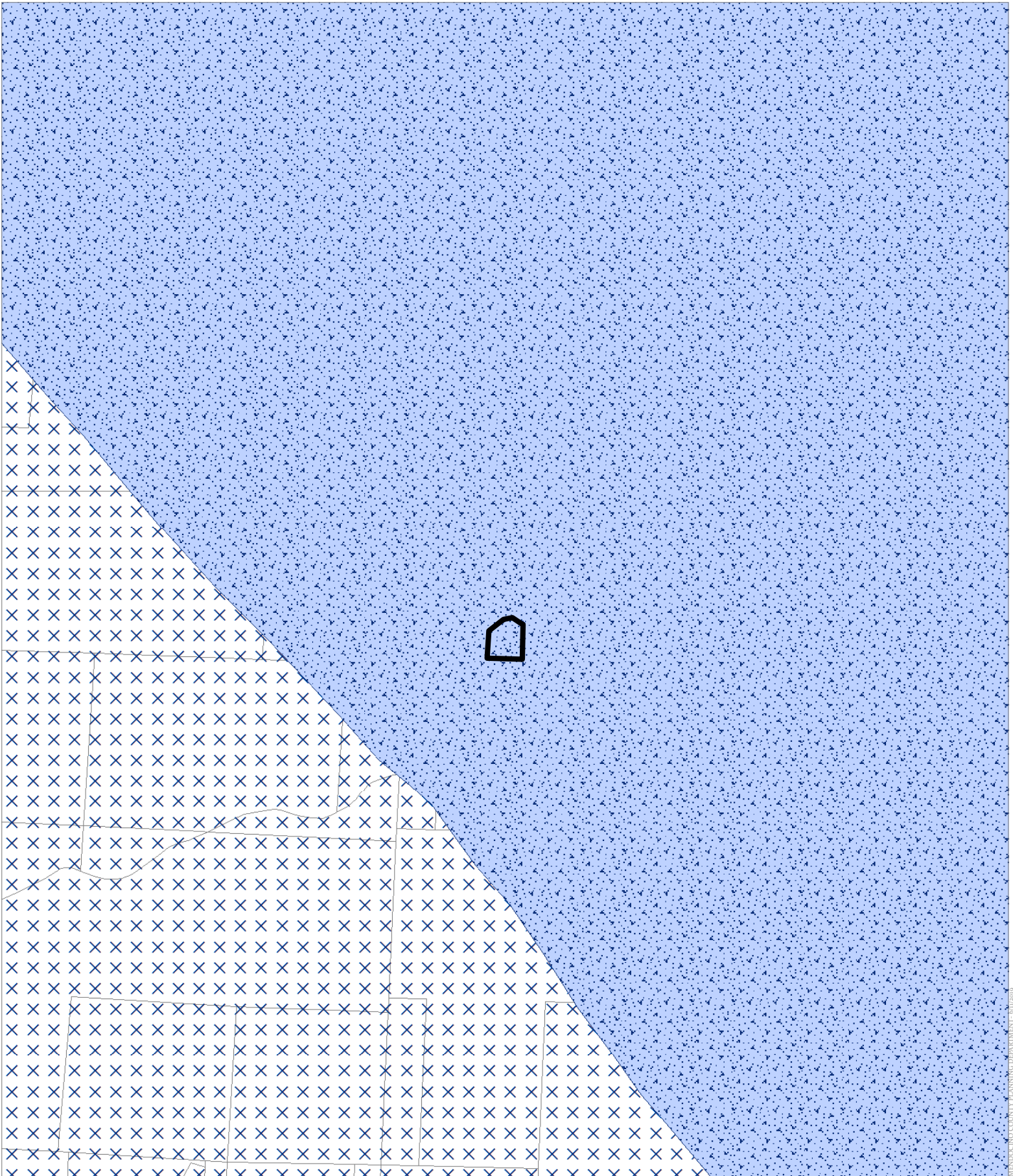
CASE: CDP 2019-0022
 OWNER: STEZ, Nikolai
 APN: 142-190-27
 APLCT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Gualala

 High Fire Hazard
 County Fire Districts





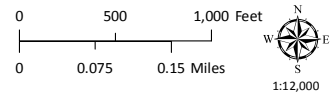
FIRE HAZARD ZONES & RESPONSIBILITY AREAS
 STATE RESPONSIBILITY AREA

MENDOCINO COUNTY PLANNING DEPARTMENT - 6/12/2019



CASE: CDP 2019-0022
 OWNER: STEZ, Nikolai
 APN: 142-190-27
 APLCT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Gualala

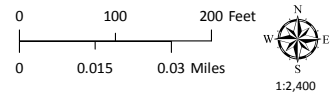
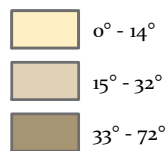
- 
 Critical Water Areas
- 
 Critical Water Resources Bedrock



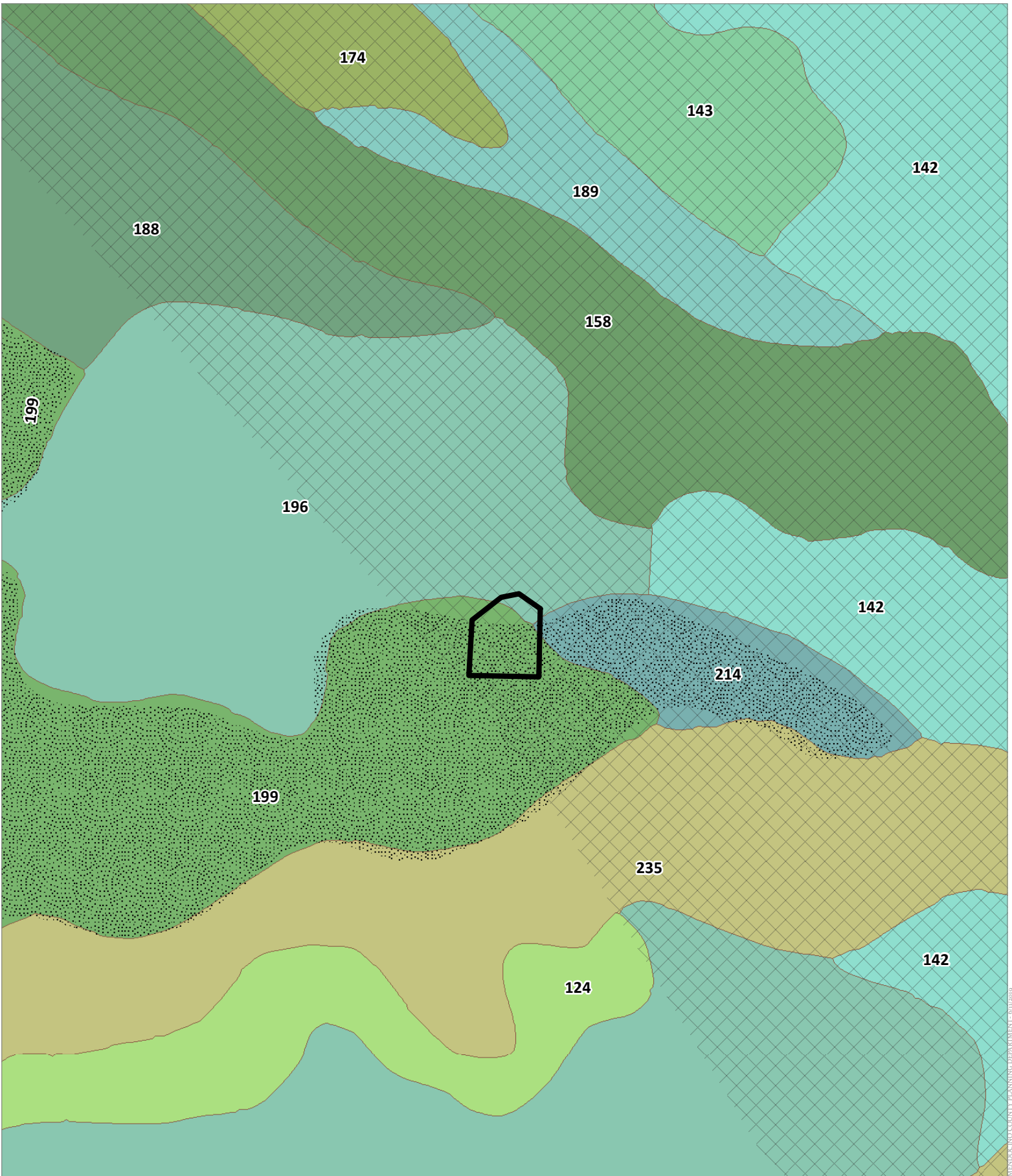


MENDOCINO COUNTY PLANNING DEPARTMENT - 4/12/2019




CASE: CDP 2019-0022
OWNER: STEZ, Nikolai
APN: 142-190-27
APLCT: Bob Hartstock
AGENT: Bob Hartstock
ADDRESS: 44035 Iversen Road, Gualala

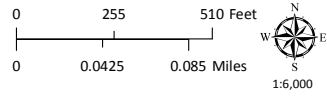


ESTIMATED SLOPE
ATTACHMEN 469



CASE: CDP 2019-0022
 OWNER: STEZ, Nikolai
 APN: 142-190-27
 APLCT: Bob Hartstock
 AGENT: Bob Hartstock
 ADDRESS: 44035 Iversen Road, Gualala

-  Shinglemill-Gibney Complex
-  Bishop Pine
-  Western Study Soil Types





Mendocino County Board of Supervisors Agenda Summary

Item #: 4m)

To: Board of Supervisors

From: Probation

Meeting Date: August 3, 2021

Department Contact: Izen Locatelli

Phone: 234-6911

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Izmael David Arkin dba Mendocino County Aikido in the Amount of \$93,375 to Provide Aikido, Mindfulness Meditation, and Trauma Resiliency and Emotional Regulation Skill Development Programming Services to In-Custody and Out-of-Custody Youth for the Period of Date of Full Execution of Agreement through June 30, 2024

Recommended Action/Motion:

Approve Agreement with Izmael David Arkin dba Mendocino County Aikido in the amount of \$93,375 to provide Aikido, Mindfulness Meditation, and Trauma and Resiliency and Emotional Regulation Skill Development programming services to in-custody and out-of-custody youth for the period of date of full execution of Agreement through June 30, 2024; authorize the Chief Probation Officer to sign any future amendments to the Agreement that do not increase the total amount of the Agreement; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

N/A

Summary of Request:

Mendocino County Aikido will provide the Peaceful Warrior Project to in-custody youth for 50 weeks per year and out-of-custody Probation referred youth to contract limits. The Peaceful Warrior Project consists of Aikido, Mindfulness Meditation, and Trauma Resiliency and Emotional Regulation Skill Development programming services through which youth develop critical life skills including respect, focus, perseverance, self-awareness, compassion and self-discipline. The primary program objectives are to provide specific practical tools that youth can utilize to establish calm when stressed, increase range of challenging circumstance in which youth can appropriately respond in order to establish feeling of internal safety and to increase overall quality of decision making. The secondary program objectives are to provide youth access to a positive, economically viable, easily accessible community activity in which they can be exposed to other positive, happy, health contributing youth and adults. In addition, to expose youth to a noncompetitive physical activity that provides opportunity to work hard without consequences of failure and judgment.

Alternative Action/Motion:

Return for additional options or information.

Item #: 4m)

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: Youthful Offender Block Grant (YOBG)

current f/y cost: \$31,125.00

annual recurring cost: \$31,125.00

budget clarification: 862189

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: No

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, Deputy Clerk I

Date: August 4, 2021

Final Status: **Approved**

Executed Item Type: Agreement **Number:** 21-151

Note to Department Number of Original Agreements

Returned to Dept: 0 Original Agreement Delivered to Auditor?

No



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Izmael David Arkin dba Mendocino County Aikido, 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 Aikido, Mindfulness Meditation, and Trauma Resiliency and Emotional Regulation Skill Development ; 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, 2024.

The compensation payable to CONTRACTOR hereunder shall not exceed Ninety Three Thousand Three Hundred Seventy Five Dollars (\$93,375.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 7/2/21
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 2550 & 2560

Line Item: 862189

Grant: Yes No

Grant No.: YOBG

CONTRACTOR/COMPANY NAME

By: [Signature]

Date: 7/11/21

Izmael D. Arkin
NAME AND ADDRESS OF CONTRACTOR:

Izmael David Arkin (dba Mendocino County Aikido)
4161 Blackbart Trail
Redwood Valley, CA 95470

COUNTY OF MENDOCINO

[Signature]
By: DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: AUG 04 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

AUG 04 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

AUG 04 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 06/30/2021

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 06/30/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 06/30/2021

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
589 Low Gap Road
Ukiah, CA 95482
Attn: Cathy White

To CONTRACTOR: Izmael David Arkin dba Mendocino County Aikido
4161 Blackbart Trail
Redwood Valley, CA 95470
ATTN: Izzy Arkin

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 Aikido, Mindfulness Meditation, Trauma Resiliency and Emotional Regulation Skill Development and shall not exceed \$93,375.00 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:

PEACEFUL WARRIOR PROJECT:

Through the practice of the martial art Aikido and Mindfulness Meditation, youth develop critical life skills including respect, focus, perseverance, self-awareness, compassion and self-discipline. The primary program objectives are to provide specific practical tools that youth can utilize to establish calm when stressed, increase range of challenging circumstances in which youth can appropriately respond in order to establish feeling of internal safety and to increase overall quality of decision-making. The secondary program objectives are to provide youth access to a positive, economically viable, easily accessible community activity in which they can be exposed to other positive, happy, healthy contributing youth and adults. In addition, to expose youth to a non-competitive physical activity that provides opportunity to work hard without consequence of failure and judgment.

Aikido - Mendocino County Juvenile Hall (MCJH):

Program Description:

CONTRACTOR shall provide structured classes of the Japanese martial art where the youth are taught self-defense while offering a peaceful path to conflict resolution, teaching the practical skills in order for the youth to center and calm themselves.

Deliverables & Program Curriculum:

CONTRACTOR shall provide Aikido 50 weeks per year;

- a. Classes shall not be held the week of Christmas or New Year's Day;
 - b. Each class shall consist of an instructor and a clinician unless otherwise mutually agreed upon by Mendocino County Probation Department (MCPD) and CONTRACTOR;
 - c. CONTRACTOR may provide less than 50 weeks of service per year if mutually agreed upon by COUNTY and CONTRACTOR;
2. CONTRACTOR shall provide an hour and 15 minutes of Aikido each week at a date time mutually agreed upon by MCPD and CONTRACTOR;
 3. CONTRACTOR shall provide Aikido classes in a group setting with group size not to exceed 10 participants;
 4. CONTRACTOR shall provide Gi's for youth at cost;

- a. Youth who earn a Gi will keep their training uniform upon release from MCJH;
 - 5. CONTRACTOR shall provide the The Peaceful Warrior Project curriculum and/or assessment tools used for Aikido to MCPD;
 - a. In the event the CONTRACTOR wants to make changes to the program curriculum or tools, the CONTRACTOR shall advise MCPD for MCPD review and approval;
 - 6. CONTRACTOR shall provide applicable instructor and clinician credential, certification and/or qualification documentation to provide the program deliverable;
- C. Population Served:
 - 1. CONTRACTOR shall provide Aikido to all individuals housed in MCJH;
- D. Communication:
 - 1. MCPD shall provide mutually agreed upon intake information to CONTRACTOR within three (3) days of admittance;
 - 2. MCPD and CONTRACTOR shall meet as needed to discuss program collaboration and to review program data and trends);

II. Mindfulness Meditation - MCJH:

- A. Program Description:
 - 1. CONTRACTOR shall provide structured classes of meditation where the youth are taught to proactively observe their present moment experience consisting of sensations, thoughts, memories or images, without reacting to it and ultimately learning to make conscious healthy decisions.
- B. Deliverables & Program Curriculum:
 - 1. CONTRACTOR shall provide Mindfulness Meditation 50 weeks per year;
 - a. Classes shall not be held the week of Christmas or New Year's Day;
 - b. Each class shall consist of an instructor and a clinician unless otherwise mutually agreed upon by MCPD and CONTRACTOR;
 - c. CONTRACTOR may provide less than 50 weeks of service per year if mutually agreed upon by COUNTY and CONTRACTOR;
 - 2. CONTRACTOR shall provide 45 minutes of Mindfulness Meditation each week at a date time mutually agreed upon by MCPD and CONTRACTOR;
 - 3. CONTRACTOR shall provide Mindfulness Meditation classes in a group setting with group size not to exceed 10 participants;

4. CONTRACTOR shall provide The Peaceful Warrior Project curriculum and/or assessment tools used for Mindfulness Meditation to MCPD;
 - a. In the event the CONTRACTOR wants to make changes to the program curriculum or tools, the CONTRACTOR shall advise MCPD for MCPD review and approval;
 5. CONTRACTOR shall provide applicable instructor and clinician credential, certification and/or qualification documentation to provide the program deliverable;
- C. Population Served:
1. CONTRACTOR shall provide Mindfulness Meditation to all individuals housed in MCJH;
- D. Communication:
1. MCPD shall provide mutually agreed upon intake information to CONTRACTOR within three (3) days of admittance;
 2. COUNTY and CONTRACTOR shall meet as needed to discuss program collaboration and to review program data and trends;

III. Trauma Resiliency and Emotional Regulation Skill Development - MCJH:

- A. Program Description:
1. CONTRACTOR instructor or clinician shall provide one-on-one meetings where they meet with the youth to provide structured coaching and skill building to assist youth in developing resiliency to internal and external trauma triggers and emotional, cognitive and behavioral patterns.
- B. Deliverables & Program Curriculum:
1. CONTRACTOR instructor or clinician shall provide one-on-one meetings with individual youth as needed up to the maximum agreed upon payment term.
 2. CONTRACTOR instructor or clinician will utilize specific thought stopping, cognitive restructuring and life schema restructuring to facilitate youth developing positive, prosocial and effective cognitive responses to internal and external trauma triggers;
 3. CONTRACTOR instructor or clinician will utilize somatic and emotional mindfulness practices to facilitate youth becoming aware of and changing their habitual behavioral, somatic and emotional responses to stress and/or traumatic triggers;
 4. CONTRACTOR will utilize self-concept/identity restructuring techniques to facilitate youth developing positive, prosocial and effective self-concepts as well as dismantling the perceived efficacy/necessity of negative, anti-social and destructive self-concepts/identity frames;

5. CONTRACTOR shall provide applicable instructor and clinician credential, certification and/or qualification documentation to provide the program deliverable;
- C. Population Served:
1. CONTRACTOR shall provide Trauma Resiliency and Emotional Regulation Skill Development to all individuals housed in MCJH as needed;
- D. Communication:
1. MCPD shall provide mutually agreed upon intake information to CONTRACTOR within three (3) days of admittance;
 2. CONTRACTOR shall communicate at a minimum with MCJH staff but may also communicate with the MCJH mental health clinician, for the purpose of briefing staff following a one-on-one session;
 3. MCPD and CONTRACTOR shall meet as needed to discuss program collaboration and to review program data and trends;
- IV. Peaceful Warrior Project – Out of Custody Probation Referrals:
- A. Program Description:
1. CONTRACTOR instructor or clinician shall provide the full Peaceful Warrior Project program including Aikido, Mindfulness Meditation and Trauma Resiliency and Emotional Regulation Skill Building as described in Section I, II and III Program Descriptions,
- B. Deliverables & Program Curriculum:
1. CONTRACTOR shall provide Aikido classes at Ukiah Aikido located at 901 South Oak Street in Ukiah with referred youth as needed up to the maximum agreed upon payment term;
 - a. Classes shall be held as determined by CONTRACTOR based on the Ukiah Aikido Schedule of Classes;
 - b. Each class shall at a minimum consist of either CONTRACTOR instructor or clinician;

CONTRACTOR shall provide Gi's for youth at cost;
 CONTRACTOR shall provide Mindfulness Meditation classes at Ukiah Aikido located at 901 South Oak Street in Ukiah with referred youth as needed up to the maximum agreed upon payment term;

 - a. Classes shall be held as determined by CONTRACTOR based on the Ukiah Aikido Schedule of Classes;
 4. CONTRACTOR shall provide Trauma Resiliency and Emotional Regulation Skill Building at Ukiah Aikido located at 901 South Oak Street in Ukiah with referred youth as needed up to the maximum agreed upon payment term;

- a. One-on-one meetings shall be held as scheduled by CONTRACTOR;
 - b. Each meeting shall at a minimum consist of either CONTRACTOR instructor or clinician;
- 5. CONTRACTOR shall provide The Peaceful Warrior Project curriculum and/or assessment tools used to COUNTY;
 - a. In the event the CONTRACTOR wants to make changes to The Peaceful Warrior Project curriculum or tools, the CONTRACTOR shall advise MCPD for MCPD review and approval;
- 6. CONTRACTOR shall provide applicable instructor and clinician credential, certification and/or qualification documentation to provide the program deliverable;
- C. Population Served:
 - 1. CONTRACTOR shall provide The Peaceful Warrior Project program to any youth referred by MCPD including Transitional Age Youth (TAY) from the ages of 18 to 25;
- D. Communication:
 - 1. MCPD shall provide mutually agreed upon participant information to be shared with CONTRACTOR at the time of referral;
 - 2. CONTRACTOR shall provide individual youth program progress and program completion with the MCPD;
 - 3. MCPD and CONTRACTOR shall meet as needed to discuss program collaboration and to review program data and trends.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. Aikido - Mendocino County Juvenile Hall (MCJH):

- A. COUNTY will pay CONTRACTOR to provide services described in Exhibit "A" in accordance with the following budget, submitted by the CONTRACTOR, for which compensation shall not exceed \$12,875 per fiscal year and \$38,625 for term of contract:

Deliverables	Hourly Rate	Hours Per Class	Maximum Annual Hours	Maximum Annual Cost
Instructor Prep	\$70	.25	12.5	\$875
Instructor Class	\$70	1.25	62.5	\$4,375
Clinician Prep	\$95	.25	12.5	\$1,187.50
Clinician Class	\$95	1.25	62.5	\$5,937.50
Gi's				\$500
Total Program				\$12,875

- B. CONTRACTOR shall submit a written invoice to the Mendocino County Probation Department (MCPD) on a monthly basis including a separate document detailing the following:
1. Identify the program delivered as titled in Roman numeral I;
 2. Dates and hours of service;
 3. Names of youth served using unique identifier (First three letters of last name and first two letters of first name i.e. Jane Doe = doeja);
- C. COUNTY will only pay for services that occur. Should either party for any reason cancel a group class, no payment will be made for the cancellation;
- D. CONTRACTOR may bill up to .25 hours class preparation per each class as needed for instructor and clinician;

II. Mindfulness Meditation - MCJH:

- A. COUNTY will pay CONTRACTOR to provide services described in Exhibit "A" in accordance with the following budget, submitted by the CONTRACTOR, for which compensation shall not exceed \$8,250 per fiscal year and \$24,750 for term of contract:

Deliverables	Hourly Rate	Hours Per Class	Maximum Annual Hours	Maximum Annual Cost
Instructor Prep	\$70	.25	12.5	\$875
Instructor Class	\$70	.75	37.5	\$2,625
Clinician Prep	\$95	.25	12.5	\$1,187.50
Clinician Class	\$95	.75	37.5	\$3,562.50
Total Program				\$8,250

- B. CONTRACTOR shall submit a written invoice to MCPD on a monthly basis including a separate document detailing the following:
1. Identify the program delivered as titled in Roman numeral II;
 2. Dates and hours of service;
 3. Names of youth served using unique identifier (First three letters of last name and first two letters of first name i.e. Jane Doe = doeja);
- C. COUNTY will only pay for services that occur. Should either party for any reason cancel a group class, no payment will be made for the cancellation;
- D. CONTRACTOR may bill up to .25 hours class preparation per each class as needed for instructor and clinician;

III. Trauma Resiliency and Emotional Regulation Skill Development - MCJH:

- A. COUNTY will pay CONTRACTOR to provide services described in Exhibit "A" in accordance with the following budget, submitted by the CONTRACTOR, for which compensation shall not exceed \$5,000 per fiscal year and \$15,000 for term of contract:

Deliverables	Hourly Rate	Maximum Annual Cost
Instructor	\$70	\$5,000
Clinician	\$95	
Total Program		\$5,000

- B. CONTRACTOR shall submit a written invoice to MCPD on a monthly basis including a separate document detailing the following:
1. Identify the program delivered as titled in Roman numeral III;
 2. Dates and hours of service;
 3. Names of youth served using unique identifier (First three letters of last name and first two letters of first name i.e. Jane Doe = doeja);

- C. COUNTY will only pay for services that occur. Should either party for any reason cancel a one-on-one meeting, no payment will be made for the cancellation;
- D. CONTRACTOR may bill for documentation of youth case notes, up to the maximum annual amount allowed for program;

IV. Peaceful Warrior Project – Out of Custody Probation Referrals:

- A. COUNTY will pay CONTRACTOR to provide services described in Exhibit “A” in accordance with the following budget, submitted by the CONTRACTOR, for which compensation shall not exceed \$5,000 per fiscal year and \$15,000 for term of contract:

Deliverables	Hourly Rate	Maximum Annual Cost
Instructor	\$70	\$4,500
Clinician	\$95	
Gi's		\$500
Total Program		\$5,000

- B. CONTRACTOR shall submit a written invoice to MCPD on a monthly basis including separate documents for each program deliverable (Aikido, Mindfulness Meditation and/or Trauma Resiliency and Emotional Regulation Skill Development) detailing the following:
 - 1. Identify the specific program delivered;
 - 2. Dates and hours of service;
 - 3. Names of youth served using unique identifier (First three letters of last name and first two letters of first name i.e. Jane Doe = doeja);
- C. CONTRACTOR may bill for documentation of youth case notes, up to the maximum annual amount allowed for program;
- D. COUNTY will only pay for services that occur;
 - 1. CONTRACTOR may bill up to .5 hours for youth failing to attend one-on-one scheduled appointments for billable time lost, up to the maximum annual amount allowed for program.

[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

[END OF MENDOCINO COUNTY EPAYABLES INFORMATION]

EXHIBIT E

CONTRACTOR REQUIREMENTS

- I. Contractor Background and Compliance:
 - A. CONTRACTOR personnel shall be required to complete and pass a personal background to gain entry to provide services at Mendocino County Juvenile Hall including; submission of MCPD Juvenile Hall Program Providers Application, fingerprinting and interview with the Juvenile Hall Division Manager;
 1. Only CONTRACTOR personnel shall be permitted access to the Juvenile Hall facility upon successful completion of the above requirements;
 - B. CONTRACTOR shall comply with the rules and regulations set forth by the Mendocino County Juvenile Hall and the MCPD Program Providers Handbook;

- II. Contractor Credentials:
 - A. CONTRACTOR personnel must provide proof of credentials in good standing to perform services described in Exhibit "A" and maintain such credentials throughout the term of the Agreement;
 1. CONTRACTOR shall provide updated credentials should they expire during the term of the Agreement.

[END OF CONTRACTOR REQUIREMENTS]



Mendocino County Board of Supervisors Agenda Summary

Item #: 4n)

To: Board of Supervisors

From: Sheriff-Coroner

Meeting Date: August 3, 2021

Department Contact: Matthew Kendall

Phone: 463-4085

Department Contact: My Lan Do Nguyen

Phone: 463-4408

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Revenue Agreement with the City of Willits in the Amount of \$22,000 for Animal Control Services for the Period of July 1, 2021 through June 30, 2022

Recommended Action/Motion:

Approve Retroactive Revenue Agreement with the City of Willits in the amount of \$22,000 for animal control services for the period of July 1, 2021 through June 30, 2022; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The Mendocino County Sheriff's Office provides the City of Willits six hours of animal control patrol service per week for a total of 312 hours per year. Those services include:

- a) Impoundment of dogs at large (MCSO does not pick up cats);
- b) Investigate animal cruelty and neglect violations;
- c) Investigate and quarantine of rabid and suspected rabid animals;
- d) Investigate complaints, i.e., nuisance, barking, chasing, vicious etc.;
- e) Hold administrative review hearings when requested;
- f) Take up and convey injured animals for treatment

Due to County Counsel review and revision, this contract is being presented for retroactive consideration.

Alternative Action/Motion:

Return to staff for alternative handling.

How Does This Item Support the General Plan? N/A

Supervisory District: All

vote requirement: Majority

Item #: 4n)

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: 2310 SO - 826242

current f/y cost: N/A

annual recurring cost: N/A

budget clarification: Annual revenue agreement in the amount of \$22,000.

budgeted in current f/y: Yes

if no, please describe:

revenue agreement: Yes

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, Deputy Clerk I

Date: August 4, 2021

Final Status: **Approved**

Executed Item Type: Agreement **Number:** 21-152

Note to Department Number of Original Agreements

Returned to Dept: 0 Original Agreement Delivered to Auditor?

No



**COUNTY OF MENDOCINO
SERVICES AGREEMENT**

This Agreement is entered into this 3rd day of AUGUST, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Willits, a Municipal Corporation, located within Mendocino County, hereinafter called "City".

WITNESSETH

WHEREAS, COUNTY wishes to extend to the residents of the CITY certain services, which the Mendocino County Sheriff's Office is equipped, staffed, licensed, and prepared to provide; and

WHEREAS, the Mendocino County Sheriff's Office is willing and able to perform duties and render services to be necessary or appropriate for the welfare of 2

WHEREAS, the Mendocino County Sheriff's Office believes the provisions of these services to the residents is in their best interests, and agrees to perform such duties and render such services, as outlined more specifically below.

NOW, THEREFORE, we agree as follows:

1. The term of this Agreement shall be from July 1, 2021, through June 30, 2022.

2. DEFINITIONS:

- A. MAY - is permissive
- B. SHOULD - is desirable
- C. SHALL - is mandatory

3. COMPLIANCE WITH LAWS AND ORDINANCES:

All services to be performed by COUNTY pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, ordinances, regulations, titles, and departmental procedures.

4. SERVICE ELIGIBILITY:

Services provided under this Agreement shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, ancestry or handicap.

5. SERVICES:

In consideration of the payment hereinafter set forth, COUNTY shall perform the services set forth in Exhibit "A" attached hereto and incorporated herein.

6. PAYMENT:

The compensation payable to COUNTY under this contract shall not exceed \$22,000 unless amended in writing by both parties. Payment shall be made in accordance with the schedule set forth on Exhibit "B".

7. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES:

CITY certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and any other federal and state laws pertaining to equal employment opportunity and that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, handicap, age, sex, national origin, or ancestry in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation, or termination.

8. INDEMNITY:

COUNTY shall defend, indemnify, and hold CITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of COUNTY's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, agents, or employees.

CITY shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of CITY's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY, its officers, agents, or employees.

9. RELATIONSHIP OF PARTIES:

It is expressly understood that this is an Agreement by and between two independent contractors and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

10. CONTRACT TERMS:

The terms of this Agreement shall commence on July 1, 2021 and expire on June 30, 2022, provided, however, that COUNTY or CITY may terminate this Agreement for any reason by giving written notice to the other at least thirty (30) days in advance of the effective date of such termination.

In the event this Agreement is terminated prior to June 30, 2022, CITY shall be reimbursed on a prorated basis for only that portion of the contract term during which COUNTY did not provide services pursuant to this Agreement.

11. 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.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or 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 by telex or 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
Mendocino County Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482

Attn.: Fiscal Unit – My Lan Do Nguyen

To CITY: CITY OF WILLITS
111 E. Commerical Street
Willits, Ca. 95490
Attn: Deputy City Manager

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 telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. 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.

13. VENUE:

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be litigated in the Superior Court of California in Mendocino County, Ukiah Branch, or in the United States District Court, Northern District of California.

14. 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.

15. 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 CITY 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

IN WITNESS WHEREOF

MCSO FISCAL REVIEW:

DB Jul 9, 2021
SHERIFF'S OFFICE DATE

Budgeted: Yes No

Budget Unit: 2310

Line Item: SO - 826242

Grant: Yes No

Grant No.: n/a

COUNTY OF MENDOCINO

By: *Dan Gjerde*
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: **AUG 04 2021**

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Amap*
Deputy
AUG 04 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: *Amap*
Deputy
AUG 04 2021

INSURANCE REVIEW:

By: *Carmel J. Angelo*
Risk Management

Date: **07/06/2021**

CONTRACTOR/COMPANY NAME

By: see page 6a

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Deputy City Manager, City of Willits

111 E. Commercial St.

Willits, CA 95490

Ph: (707) 459-7121

Em: cmoorhead@cityofwillits.org

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: **07/06/2021**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Christopher*
Deputy CEO

Date: **07/06/2021**

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: Exempt

Exempt Pursuant to MCC Section: March 21, 2017, Approval of Exemption, Item No. 4(p) _____

IN WITNESS WHEREOF

MCSO FISCAL REVIEW:

_____ Jul 9, 2021
SHERIFF'S OFFICE DATE

Budgeted: Yes No

Budget Unit: 2310

Line Item: SO - 826242

Grant: Yes No

Grant No.: n/a

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, 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.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: **07/06/2021**

CONTRACTOR/COMPANY NAME

By: *P. J. For*

Date: **07.12.21**

NAME AND ADDRESS OF CONTRACTOR:

City Manager, City of Willits

111 E. Commercial St.

Willits, CA 95490

Ph: (707) 459-7121

Em: cmoorhead@cityofwillits.org

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: **07/06/2021**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Christina*
Deputy CEO

Date: **07/06/2021**

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: Exempt

Exempt Pursuant to MCC Section: March 21, 2017, Approval of Exemption, Item No. 4(p)

EXHIBIT A

DEFINITION OF SERVICES

The COUNTY shall provide the following services:

1. The COUNTY shall provide CITY six hours (6) of animal control patrol service per week or a total of 312 hours per year. Those services include:
 - a. Impoundment of dogs at large (COUNTY does not pick-up cats);
 - b. Investigate animal cruelty and neglect violations;
 - c. Investigate and quarantine of rabid and suspected rabid animals;
 - d. Investigate complaints, i.e., nuisance, barking, chasing, vicious etc.;
 - e. Hold administrative review hearings when requested;
 - f. Take up and convey injured animals for treatment;
2. Work schedule of animal control personnel to be established by COUNTY. The basic work week is Monday through Friday from 8:00 am to 5:00 pm. However, the COUNTY may modify its work schedule at any time, without permission from CITY, in order to meet special or unique needs.
3. COUNTY does not enforce city codes.
4. No enforcement services provided to CITY pursuant to this agreement that are based on violations Title 10 of the Mendocino County Code of Ordinances shall be performed until CITY has adopted Title 10 of the Mendocino County Code of Ordinances, titled "Animals".
5. COUNTY services do not include dead animal pick up.
6. COUNTY will respond to domestic animal type calls for service in the city limits during Animal Control Officers normal working hours. The COUNTY will establish work hours for Animal Control Officers
7. Except for emergency type calls or public safety type calls, i.e., loose vicious dogs, the COUNTY will not respond to calls inside the city limits to handle animal related calls for service outside of Animal Control Officers normal working hours.
8. Barking dog calls can be held for Animal Control Officers who can handle these calls during normal working hours the following work day.

////////////////////////////////////End of Exhibit A////////////////////////////////////

EXHIBIT B

PAYMENT TERMS

1. COUNTY will invoice CITY upon execution of this Agreement and CITY agrees that no later than 30 days after the "Effective Date" of this Agreement for fiscal year 2021/2022.
2. It will transfer Twenty Two Thousand Dollars (\$22,000) to COUNTY representing payment for services as described in Exhibit (A) for fiscal year 2021/2022.
3. The COUNTY shall be entitled to collect and retain all fees and fines for providing services in Exhibit (A).
4. Budget Outline:

Officer Salary:	\$16,224
Mileage: At Current IRS Rate	\$1,670
Equipment & Maintenance	\$4,106
Total	\$22,000

*note: mileage is 60 miles per week

5. CITY shall send payment to:

Mendocino County
 Sheriff-Coroner Office
 951 Low Gap Rd.
 Ukiah, Ca. 95482
 Attn. Fiscal Unit – My Lan Do Nguyen

6. Payment under this agreement shall not exceed \$22,000 for the term of the agreement.

////////////////////////////////////End of Exhibit B////////////////////////////////////



Mendocino County Board of Supervisors Agenda Summary

Item #: 40)

To: Board of Supervisors

From: Social Services

Meeting Date: August 3, 2021

Department Contact: Bekkie Emery

Phone: 463-7761

Department Contact: Jena Conner

Phone: 463-7971

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Agreement with Redwood Community Services, Inc., in the Amount of \$277,000 to Provide Housing and Services to Assist Emancipated Former Foster/Probation Youth for Health and Human Services Agency, Family and Children's Services, Effective July 1, 2021 through June 30, 2022

Recommended Action/Motion:

Approve retroactive Agreement with Redwood Community Services, Inc., in the amount of \$277,000 to provide housing and services to assist emancipated former foster/probation youth for Family and Children's Services, effective July 1, 2021 through June 30, 2022; authorize the Health and Human Services Agency Assistant Director/ Social Services 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:

Ongoing Agreement since 2007. Most recent action on June 10, 2020, Item No. 4(u), BOS Agreement 20-065.

Summary of Request:

This Agreement provides tiered funding for Transitional Housing Program-Plus (THP-Plus), a program that offers supportive housing to approximately nine eligible young adults per month who exited the foster care system at or after age eighteen. These youth would otherwise be homeless and need assistance developing skills that will support them in becoming independent and self-sufficient. Eligible former foster youth are able to participate in the program for up to twenty-four cumulative months between the ages of eighteen and twenty-four. Young adults may participate for thirty-six cumulative months up to age twenty-five if they are completing secondary education (or an equivalent program) or if they are enrolled in an institution providing postsecondary education. Redwood Community Services, Inc. is the only agency in Mendocino County approved by the California Department of Social Services to provide THP-Plus. In Fiscal Years 19/20 and 20/21, RCS served an average of three to four young adults per month in the THP-Plus program.

This renewal contract with RCS for THP-Plus services for Fiscal Year 21/22 started processing at the beginning of April 2021 and all signatures other than the Social Services Director and Board's were obtained by June 1, 2021, and e-mailed back to the department on June 1, 2021. It was inadvertently missed in the numerous e-mails of other contracts being returned and was not printed and turned in for submission to the Clerk of the Board for the June 22, 2021, Board meeting in order to be timely. The error was discovered on July 7, 2021

Item #: 40)

and it was immediately turned in for submission to the Clerk of the Board, during which time the contract became retroactive. A tracking log has been initiated to ensure this does not occur in the future.

Alternative Action/Motion:

Return to staff for alternative handling.

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: Federal, State, Realignment

current f/y cost: \$277,000

annual recurring cost: \$277,000

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: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: August 4, 2021

Final Status: **Approved**

Executed Item Type: Agreement Number: 21-153

Note to Department Number of Original Agreements

Returned to Dept: 0 Original Agreement Delivered to Auditor?

No



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Redwood Community Services, 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 housing and services to assist emancipated foster youth in Transitional Housing Program-Plus; 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

The term of this Agreement shall be from July 1, 2021 (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Two Hundred Seventy-Seven Thousand Dollars (\$277,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie Emery
Bekkie Emery, HHS Assistant Director

Date: July 7, 2021

Budgeted: Yes No

Budget Unit: 5130

Line Item: ~~86-3115~~ 86-3127

Org/Object Code: CW

Grant: Yes No

Grant No.:

COUNTY OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: AUG 04 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap
Deputy

AUG 04 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: Amap
Deputy

AUG 04 2021

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 05/28/2021

CONTRACTOR/COMPANY NAME

By: Victoria Kelly
Victoria Kelly, Chief Executive Officer

Date: 06/01/2021

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc.
P.O. Box 2077
Ukiah, CA 95482
707 - 467 - 2010
contracts@redwoodcommunityservices.org

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: 05/28/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 05/28/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB# 21-191
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located within city limits in Mendocino _____

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
HHS Family & Children's Services
P.O. Box 839
Ukiah, CA 95482
Attn: Waldi Helma

To CONTRACTOR: Redwood Community Services, Inc.
P.O. Box 2077
Ukiah, CA 95482
Attn: Victoria Kelly

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 services as outlined in Exhibit A shall not exceed \$277,000 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

- A. CONTRACTOR shall provide the described services to Transitional Housing Program-Plus (THP-PLUS) participants ages eighteen to twenty-four (18-24). Services will be provided for up to approximately nine (9) participants per month for up to twenty-four (24) cumulative months.
- B. In addition, the program may serve eligible young adults up to age twenty-five (25) for thirty-six (36) cumulative months if the participant is completing secondary education, or an equivalent program, or is enrolled in an institution that provides postsecondary education in addition to meeting all other eligibility and participation requirements.
- C. Should the California Department of Social Services (CDSS) extend the eligibility for THP-Plus services without regard to THP-Plus age or length of time restrictions, and not conditional upon the former foster youth's participation in secondary or postsecondary education due to COVID-19, the CONTRACTOR may continue to serve those eligible young adults during the term of this Agreement in accordance with directions from CDSS without the need for an Amended Agreement.
- D. CONTRACTOR shall:
 - 1. Assist each THP-Plus participant, in coordination with Family & Children's Services (FCS) Independent Living Skills Program (ILSP) staff, to complete a Transitional Independent Living Plan (TILP) outlining his/her educational, employment, and housing goals. The TILP will include:
 - a) Educational advocacy and support, including linkages to Foster Youth Services with the goal of each youth obtaining a high school diploma or General Equivalency Diploma (GED) of High School Proficiency prior to graduation from the program.
 - b) Encouragement to seek college or other post high school training to better prepare for the future. The program will actively assist in helping participants apply for college or trade school admission and for scholarships and grants for which they may be eligible.
 - c) Job readiness training and support including linkages to Mendocino County Private Industry Council (MPIC) resources, MPIC Work Readiness Certification, Mendocino Works, and other appropriate employment resources.
 - d) Assistance to youth, at the completion of the program, in finding or maintaining affordable housing at costs no more than thirty percent (30%) of the youth's gross income if the housing model selected is transitional.

2. Provide each participant with housing and a monthly supplement for basic living expenses. For program participants who receive a Family Unification Program (FUP) housing voucher from the Community Development Commission (CDC), CONTRACTOR will use the THP-Plus program housing cost savings for additional services and concrete supports for the participant.
3. Provide all basic household furnishings.
4. Provide each participant with case management services and assistance in completion of their TILP goals.
5. Provide twenty-four (24) hour crisis intervention and support which will include providing each young adult with:
 - a) On-call professional assistance.
 - b) Resource referral to County Mental Health Services.
 - c) Access to a twenty-four (24) hour Staff Mental Health Professional.
 - d) Individual and group therapy. Should participants have a need for counseling, therapy, individual and group rehabilitation services, or medical treatment, they will be assisted in pursuing these services through either public or private providers who accept Medi-Cal. In such events, the program will be responsible to ensure that program participants get to all medical appointments.
6. Assist each THP-Plus participant in accessing comprehensive health care and linking them to appropriate health insurance as a result of participation in the program.
7. Connect pregnant THP-Plus participants to regular pre-natal care. CONTRACTOR shall:
 - a) Assist parenting THP-Plus participants to identify a pediatrician through Medi-Cal or through other health coverage to provide required immunizations and recommended well-child visits.
 - b) Encourage parenting THP-Plus participants to enroll in a parenting class and assist with enrollments.
8. Provide services to build and support relationships with family and community.
9. Provide aftercare services including support groups and referrals to community resources that:
 - a) Utilize proven adult mentors who will commit to remaining with program participants for a minimum of six (6) months following graduation from the program.
 - b) Provide outcome and evaluations continuing for two (2) years following graduation from the program.

10. Provide FCS ILSP staff timely notification if a participant is not complying with his/her THP-Plus TILP Plan.
 11. Submit a monthly report with the monthly invoice detailing the specific services provided per participant under this Agreement. Reports and invoices shall be submitted by the fifteenth (15th) day of the month for all services provided to participants in the previous month and shall include:
 - a) Number of months each participant has been involved in THP-Plus under this Agreement.
 - b) Number and type of specific services and referral linkages provided during the month per participant.
 - c) Amount spent during the month per participant for housing and furnishings.
 - d) Amount spent during the month per participant for monthly stipends.
 - e) Number of participants who needed twenty-four (24) hour crisis intervention and support during the month as well as the specific type and frequency of crisis intervention and support provided.
 12. Maintain compliance with California Welfare and Institutions Code Section 827, California Department of Social Services Manual of Policies and Procedures: Confidentiality, Fraud, Civil Rights and State Hearings Chapter 19 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations regarding client confidentiality and record security.
- E. This is a one (1) year agreement and CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

A. COUNTY will pay CONTRACTOR as per the following instructions for up to approximately nine (9) program participants per month. Additional eligible youth may be served beyond nine (9) per month as long as the CONTRACTOR remains within the total contract amount.

1. COUNTY will pay:

- a. Monthly rate of Two Thousand Four Hundred Dollars (\$2,400) per qualified participant which includes all services/activities listed in Exhibit A, Items 1-10 inclusive.
- b. Monthly rate of Two Thousand Eight Hundred Dollars (\$2,800) per qualified participant who has significant mental health needs, is pregnant, is a custodial parent, or who has a need for alternative housing or a one (1) bedroom apartment due to higher needs. All services/activities listed in Exhibit A, Items 1-10 are included in this rate.

2. The report detailed in Exhibit A, Item 11 must be included with the monthly bill in order to receive payment.

3. All billing and reports are to be submitted monthly to:

HHS – Family & Children's Services
Foster Care Eligibility Supervisor
P.O. Box 839
Ukiah, CA 95482
Attn: Shane Reynolds

4. The Foster Care Eligibility Supervisor will monitor monthly billings to ensure participants are within their time limitations, and will notify FCS ILSP staff when a participant is close to exhausting his/her time limits.

5. Final invoice and report shall be submitted not later than July 15, 2022.

B. Payments under this agreement shall not exceed Two Hundred Seventy-Seven Thousand Dollars (\$277,000) 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
HEALTH & HUMAN SERVICES AGENCY
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **Redwood Community Services, Inc.**

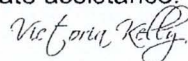
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; 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.

06/01/2021



Date

CONTRACTOR Signature

P.O. Box 2077, Ukiah, CA 95482
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.

Victoria Kelly
 (Type Name)

Redwood Community Services, Inc.
 (Organization Name)

Chief Executive Officer
 (Title)

P.O. Box 2077
Ukiah, CA 95482
 (Organization Address)


 (Signature)

06/01/2021
 (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.

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

Victoria Kelly
Contractor Name (printed)

Victoria Kelly
Contractor Signature

Chief Executive Officer
Contractor Title

Redwood Community Services
Contractor's Agency Name

06/01/2021
Date



Mendocino County Board of Supervisors Agenda Summary

Item #: 4p)

To: Board of Supervisors

From: Treasurer-Tax Collector

Meeting Date: August 3, 2021

Department Contact: Shari L. Schapmire

Phone: 707-234-6884

Department Contact: Julie Forrester

Phone: 707-234-6883

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Outdoor Festival Application for the *Days Between Festival* to be Held August 6-7, 2021, in Laytonville and Authorization for the Treasurer-Tax Collector to issue the Outdoor Festival License

Recommended Action/Motion:

Approve Outdoor Festival Application for the *Days Between Festival* to be held August 6-7, 2021, in Laytonville and authorize the Treasurer-Tax Collector to issue the Outdoor Festival License

Previous Board/Board Committee Actions:

On June 18, 2019, the Board of Supervisors approved an outdoor festival at the Black Oak Ranch Festival Facility for Kate Wolf Music Festival.

Summary of Request:

Pursuant to Mendocino County Code 6.16, any outdoor festival with a gathering of one thousand (1,000) or more individual persons for the primary purpose of attending, participating in, or observing a musical or theatrical performance, is required to obtain Board approval. An application has been received for the *Days Between Festival*, sponsored by shooting Star Productions LLC, to be held August 6-7, 2021. The event will be held at Black Oak Ranch in Laytonville, the principal location being 50350 Highway 101 in Laytonville. The event includes camping, live music, and provisions for food and alcohol vendors. Over the course of the two day event, approximately two thousand (2,000) attendees, including staff and performers, are expected to attend.

The Tax Collector has compiled the required information, attached to the agenda item, and after finding it to be complete, submits the application to the Board for approval. The accompanying documents include the following: local authorization from the Department of Planning and Building Services, application from the event coordinators, proof of ownership and written consent from the property owner, statement of adequacy from the Sheriff's Office, and statement of adequacy from Environmental Health.

Alternative Action/Motion:

Deny application and request alternative recommendations (Due to the timing of future Board meetings and

Item #: 4p)

the event, Board approval may not be attainable)

How Does This Item Support the General Plan? N/A

Supervisory District: District 3

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: Outdoor Festival Fee \$150 per day section 6.16.40

budgeted in current f/y: N/A

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, Deputy Clerk I

Date: August 4, 2021

Final Status: **Approved**



Outdoor Festival Ordinance Requirements:

Name of Festival: **Days Between Festival**

1.) Dates and hours of operation (MCC 6.16.040(C))

Friday & Saturday August 6-7 2021

Hours:

Friday 3pm-2am

Saturday 3pm-2am

2.) How many people will attend? (MCC 6.16.040(D))

Up to 2,250 attendees (over the course of the weekend)

3.) Sponsor of festival:

Non-profit:

Partnership:

Names and addresses of general partners

Corporation: **Shooting Star Productions, LLC**

Application signed by the President and attested to by the Secretary

Certified copy of the Articles of Incorporation

4.) Legal description of premises where festival will be held (MCC 6.16.040(B))

Proof of ownership and written consent of property owners for below listed parcel and legal description of premises

5.) Statement of adequacy:

Sheriff attesting to the adequacy of the proposed security or statement itemizing the deficiencies (MCC 6.16.040(E))

Statement from County Health Officer attesting to the adequacy of the proposed sanitation, food handling and preparation facilities, and waste disposal (MCC 6.16.040(F))



COUNTY OF MENDOCINO

DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH ST · UKIAH · CALIFORNIA · 95482

120 WEST FIR ST · FORT BRAGG · CALIFORNIA · 95437

IGNACIO "NASH" GONZALEZ, INTERIM DIRECTOR

JULIA ACKER KROG, ASSISTANT DIRECTOR

TELEPHONE: 707-234-6650

FAX: 707-463-5709

FB PHONE: 707-964-5379

FB FAX: 707-961-2427

July 9, 2021

Bob Barsotti
P O Box 337
Laytonville CA 95454

Re: Planned Event at Black Oak Ranch

Dear Mr. Barsotti,

This letter is in regards to your letter dated June 29, 2021 addressed to the Mendocino County Planning and Building Department in which you have requested approval from the Department to hold one outdoor event for no more than 2,000 persons, including event staff, on August 6-8 and proposed to be held at the Black Oak Ranch facilities in Laytonville, more specifically: 5035 N. State Highway 101 Laytonville; APNs 013-560-46, 013-560-47 and 013-570-48.

On April 16, 2015, the Mendocino County Planning Commission approved a Use Permit Modification and Renewal UR_2014-0004 Black Oak Partnership to allow events to be held at the Black Oak Ranch location noted above. This approval allows the Black Oak Ranch Partnership to host up to fifty-nine days of events per year, which shall occur between May 15th to September 30th of each year. This permit renewal was issued for a fifteen year duration and shall expire on October 1, 2030.

This letter serves as local authorization from the County of Mendocino to allow the following event to be held at the above noted property known as the Black Oak Ranch on the following dates:

- August 6th through August 8th 2021, with the opening time set at 8:00 a.m. on August 6th. Music will begin at 2:00 p.m. and end at 1:00 a.m. on August 6th and, on August 7th, music shall begin at 12:00 p.m. and end at 2:00 a.m. on August 8th. All campers shall be gone from the facility no later than 12:00 p.m. on August 8th. The event, dubbed: *The Days Between* shall be limited to a total number of guests and staff of no more than 2,000 persons.

Please be aware that all conditions of UR_2014-0004 are still in effect and must be abided by during all events. If you have any questions, please contact either myself or Sam "Vandy" Vanderwater (vanderwaters@mendocinocounty.org or (707) 234-6650.

Thank You,

Keith Gronendyke
Mendocino County
Planner III
Telephone: (707) 234-6650
Email: gronendykek@mendocinocounty.org



COUNTY OF MENDOCINO

501 Low Gap Rd., Room 1060
Ukiah, California 95482
Phone (707) 463-4321
Fax (707) 463-4166

Shari L. Schapmire
Treasurer-Tax Collector RECEIVED

JUN 16 2021

TAX COLLECTOR
MENDOCINO CO.

Application for Outdoor Festival License under Article III of Chapter 11
of the Mendocino County Code

- 1. Name Tamara Klammer - Biasha Mitchell / Shooting Star Productions, LLC
2. Residence Address 104 Fairview Ct Petaluma CA 94952
3. Mailing Address PO Box 337 Laytonville CA 95454
4. Individual Corporation or Partnership LLC
5. Names and addresses of partners or corporation officers:

Table with 3 columns: Name, Title, Address. Rows include Tamara Klammer (owner, 104 Fairview Ct Petaluma CA 94952) and Biasha Mitchell (owner, 4835 Webster St Oakland, CA 94609).

- 6. Principal location of event:
50350 N Hwy 101 Laytonville CA 95454 7072723796
Address Telephone

- 7. Provide certified copy of Articles of Incorporation, if applicable.
8. Provide location and legal description of the premises where the outdoor festival is to be conducted, including all lands to be used for parking or other uses incidental to the outdoor activity. Submit proof of ownership of said premises or the written consent of all owners.
9. Provide the date or dates and the hours during which the festival is to be conducted.
10. Provide an estimate of the maximum number of spectators, participants, or others expected to attend the outdoor festival for each day conducted.
11. Applicant must contact the Mendocino County Sheriff's Office and comply with all requirements. Provide detailed explanation of the plan for policing the activity with particular emphasis on the control and prevention of alcohol and drug consumption.
12. Applicant must contact the Mendocino County Department of Planning and Building Services and comply with all requirements.
13. Applicant must contact the Mendocino County Environmental Health Department and comply with all requirements.
14. Provide written explanation of implementation of waste reduction, reuse, recycling, and diversion programs.

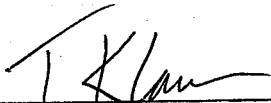
15. Provide detailed information on the following areas:

- a. Security Protection
- b. Water Supply
- c. Food Supply
- d. Sanitation facilities
- e. Medical facilities and services
- f. Vehicle parking space
- g. On-site traffic control and vehicle access
- h. Plans for spectators or participants remaining at night or overnight
- i. Camping facilities
- j. Illumination of premises
- k. Cleanup of premises
- l. Rubbish removal
- m. Plans for handling larger number of overnight spectators than are expected

This application shall be filed with the Tax Collector no later than three weeks prior to the event. This application shall be accompanied by a non-refundable fee, (if applicable), which shall be of an amount to be set by resolution of the Board of Supervisors.

6/16/21

Date



Applicant

Owner - Shooting Star Productions

Title

President of Corporation

Attest: Secretary of Corporation

June 14, 2021

Mendocino County Tax Collector
501 Low Gap Rd Rm #1060
Ukiah, CA 95482

To Whom It May Concern:

Shooting Star Productions has permission to present a multi-day music festival on our Black Oak Ranch property on August 6-7, 2021. They are producing the Days Between Festival. If there are any questions don't hesitate to call.

Regards,



Bob Barsotti
Owner-manager
Black Oak Ranch Festival Facility
707-984-8457

OUTDOOR FESTIVAL PERMIT APPLICATION
The Days Between Festival

ADDENDUM

8. Location of festival is 50350 Highway 101 in Laytonville, approximately 3.5 mile south of the intersection of Spy Rock Rd. and Highway 101. Assessors parcel numbers 013-570-48, 013-560-47, 013-560-46

9. Festival will take place Friday and Saturday, August 6-7, 2021, 3PM to 2AM Friday, 3PM to 2AM Saturday

10. We expect about 1500 to 2000 to attend this year, with approximately 250 staff and performers.

11. Give detailed explanation of the applicants plan for policing the activity with particular emphasis on the control and prevention of alcohol and drug consumption:

Our plan was developed several years ago in conjunction with the Mendocino County Sheriff Department. It will include approximately 25 paid security and over 75 volunteers. We will provide 24 hr monitoring of the campground and will be proactive in the discouragement of drug or alcohol use. In the concert area we will also provide monitors and we will limit alcohol consumption to over 21 year olds. We also have a no in and out policy in the campground eliminating anyone from going back into town to restock their personal beer supply. We will be providing each camper with a flyer listing the rules for the campground, which will include a section regarding the use of alcohol and drugs.

12. I have contacted the Department of Planning and Building and will comply with all requirements.

13. I have contacted the Department of Environmental Health and will comply with all requirements.

14. Written explanation of implementation of waste reduction, reuse, recycling and diversion programs:

This is to let you know that we have an extensive recycling program in effect at Black Oak Ranch. Each location where there is a garbage can we also have a full recycling station, aluminum, mixed glass, cardboard, and plastic. As the

cans get emptied we further check all garbage bags, facilitated by using clear plastic bags, for recyclables that have gotten mixed in with garbage. We place all recyclables in dumpsters provided by Willits Solid Waste for this purpose. We have mixed glass, cardboard, aluminum, and plastic separated in this way. No polystyrene containers allowed!

15. Provide detailed information on the following areas:

a. Security Protection:

Provided by In House security services, we will have approximately 80 volunteer security on hand throughout the weekend. In addition we contract for paid security through Allied Universal Event Staffing out of Sacramento. They have been involved in many of our festivals over the years.

b. Water Supply:

In our campground and concert area we have 9 water tanks that will be filled as needed by our own water delivery service using water from the Laytonville County Water District bulk sales outlet.

c. Food Supply:

Individual food vendors will provide food service for patrons. They will be required to obtain Mendocino County Health Department permits.

d. Sanitation facilities:

Portable toilets, including disabled units and hand wash stations, all in numbers exceeding county requirements, both in the campground and in the concert area will be provided by B & B Portable Toilets. B & B also provides a pumper truck with crew on standby at the event throughout the weekend.

e. Medical Facilities and Services:

Mars Medical Services will be providing our medical station. It will be located in the concert area next to the entrance. There will be a doctor, nurses, and a full contingent of volunteer staff on duty 24 hr's a day. The Director of Mars Medical is Joseph Pred, and he can be reached at (415) 515-8569.

f. Vehicle parking space:

Day parking will be in a lot directly adjacent to the entrance from Highway 101. We will have a parking crew on hand to direct each vehicle into a space. Fire aisles will be maintained at 18' throughout the parking area. Campers will be allowed to park their vehicle in the campground and camp next to their vehicle. Once inside, vehicles will not be allowed to leave and return. We will

have security monitoring the camping and parking lots throughout the weekend.

g. On-site traffic control and vehicle access:

The CHP has agreed to allow our traffic contractor to provide traffic control at the entrance to our camping/parking lots from Highway 101. Once inside, our parking crew will direct cars to their parking spots. There will be a clearly marked system of fire lanes throughout our camping and parking areas.

h. Plans for spectators remaining overnight:

People will be allowed to camp overnight. They can camp with their vehicle, or they can pitch a tent in one of our tent only camping areas. All campsites will be a minimum of 10' apart per covid safety rules.

i. Camping Facilities:

We will provide toilets, drinking water, food service, cleanup, fire protection, medical facility, and security throughout the weekend.

j. Illumination of premises:

We will provide generators with light strands to illuminate the main pathways in the campground. We will also provide flood lights at our highway entrance and box office, and individual lanterns to remote security posts.

k. Cleanup of premises:

We have a cleanup crew that will be responsible for emptying our 45 50 gal. drums and for picking up any trash anywhere in our facility. They will distribute garbage bags to each campsite and pickup full ones. They will also be recycling all cans and bottles as they pick up the entire area after the event.

l. Rubbish removal:

Willits Solid Waste will provide dumpsters that will be emptied at the end of the event for both garbage and recycling.

m. Plans for handling larger number of overnight spectators than are expected:

We will have signs available to put on the Highway in case of a sellout that will tell people that the event is full. If event sells out in advance we will provide negative advertising on the local radio stations telling people not to come without an advance ticket. We can also have them make this announcement during the weekend if we sellout at the door.

MENDOCINO
TCTF110

** SECURED PROPERTY TAXES **
* PARCEL INFORMATION *

7/12/21
16:11:41

ASSMT 10423
PARCEL 0135604600
NAME BLACK OAK RANCH LIMITED PARTNE
NAME 2 RSHIP
CO NAME
ADDRESS PO BOX 1147
CITY/ST LAYTONVILLE, CA ZIP 95454

-----JANUARY 1ST ASSESSEE-----
BLACK OAK RANCH LIMITED PARTNE
-----CURRENT ASSESSEE DATA-----
BLACK OAK RANCH LIMITED PARTNE
PO BOX 1147
LAYTONVILLE, CA 95454
DEMAND STMT -

SITUS 50220 HWY 101 NO LA LANDSCAPE
CORTAC _____ SUBDIVISION _____

LAND VALUE 150112 IMPROVEMENT VALUE 760579 PERS PROP VALUE 83945
FXTR VALUE 0 HOME EXEMPTION 0 MISC EXEMPTION 0
EXEMPTION CODE VETERANS CODE MISCELLANEOUS CODE
NET ASSESSED VALUE 994636 PENALTY CODE
ACREAGE 66.00 TAX DEFAULT DATE TAX DEFAULT SEQUENCE NBR
TAX RATE AREA 155003 USE CODE 0053FL00 LAST ACTION DATE
F5-SEARCH ASSMT/PRCL/NME F8-ASSMNT F9-PAYMNT F20-ASSR UNSEC F21-SUPP INQ
F22-ABSTRACT MAINT

MENDOCINO
TCTF110

** SECURED PROPERTY TAXES **
* PARCEL INFORMATION *

7/12/21
16:12:16

ASSMT 10424
PARCEL 0135604700
NAME BLACK OAK RANCH LIMITED PARTNE
NAME 2 RSHIP
CO NAME
ADDRESS PO BOX 1147
CITY/ST LAYTONVILLE, CA ZIP 95454

-----JANUARY 1ST ASSESSEE-----
BLACK OAK RANCH LIMITED PARTNE
-----CURRENT ASSESSEE DATA-----
BLACK OAK RANCH LIMITED PARTNE
PO BOX 1147
LAYTONVILLE, CA 95454
DEMAND STMT _

SITUS 50250 HWY 101 NO LA LANDSCAPE
CORTAC _____ SUBDIVISION _

LAND VALUE 270419 IMPROVEMENT VALUE 121177 PERS PROP VALUE 0
FXTR VALUE 0 HOME EXEMPTION 0 MISC EXEMPTION 0
EXEMPTION CODE VETERANS CODE MISCELLANEOUS CODE
NET ASSESSED VALUE 391596 PENALTY CODE
ACREAGE 140.00 TAX DEFAULT DATE TAX DEFAULT SEQUENCE NBR
TAX RATE AREA 155003 USE CODE 0053FL00 LAST ACTION DATE
F5-SEARCH ASSMT/PRCL/NME F8-ASSMNT F9-PAYMNT F20-ASSR UNSEC F21-SUPP INQ
F22-ABSTRACT MAINT

MENDOCINO
TCTF110

** SECURED PROPERTY TAXES **
* PARCEL INFORMATION *

7/12/21
16:12:23

ASSMT 10465
PARCEL 0135704800
NAME BLACK OAK RANCH LIMITED PARTNE
NAME 2 RSHIP
CO NAME
ADDRESS PO BOX 1147
CITY/ST LAYTONVILLE, CA ZIP 95454

-----JANUARY 1ST ASSESSEE-----
BLACK OAK RANCH LIMITED PARTNE
----CURRENT ASSESSEE DATA-----
BLACK OAK RANCH LIMITED PARTNE
PO BOX 1147
LAYTONVILLE, CA 95454
DEMAND STMT _

SITUS 49380 HWY 101 NO LA LANDSCAPE
CORTAC _____ SUBDIVISION _

LAND VALUE 12700 IMPROVEMENT VALUE 11625 PERS PROP VALUE 0
FXTR VALUE 0 HOME EXEMPTION 0 MISC EXEMPTION 0
EXEMPTION CODE VETERANS CODE MISCELLANEOUS CODE
NET ASSESSED VALUE 24325 PENALTY CODE
ACREAGE 160.00 TAX DEFAULT DATE TAX DEFAULT SEQUENCE NBR
TAX RATE AREA 155003 USE CODE FP64RL00 LAST ACTION DATE
F5-SEARCH ASSMT/PRCL/NME F8-ASSMNT F9-PAYMNT F20-ASSR UNSEC F21-SUPP INQ
F22-ABSTRACT MAINT

MATTHEW C. KENDALL
Sheriff-Coroner



Undersheriff Darren Brewster

Captain Gregory L. Van Patten
Field Services

Captain Tim Pearce
Corrections

County of Mendocino
Office Of The Sheriff-Coroner

July 12, 2021

To Whom It May Concern,

I have reviewed the Operations/Security plan (see attached) for the "Days Between Music Festival" scheduled for August 6-7 at the Black Oak Ranch (50350 North Hwy 101, Laytonville, Ca.) This music festival is being held by the "Trees Foundation", which is being represented by Bob & Susan Barsotti

Based upon the plan submitted for my review I feel there is adequate safety and security measures that will be in place for the event. Additionally, I feel the venue selected is more than adequate for the estimated 2,250 festival goers set to attend.

The Mendocino County Sheriff's Office does not object to the music festival proceeding as planned.

Regards,

A handwritten signature in cursive script that reads "J. Caudillo".

LT. Jason Caudillo #1191

951 Low Gap Road
Ukiah, California 95482-3734

707-463-4411
Fax 707-468-3404



Mendocino County Health & Human Services Agency

Healthy People, Healthy Communities



Environmental Health

Trey Strickland, Director

Ukiah Office
860 N. Bush St.
Ukiah, CA 95482
Phone: 707-234-6625

Fort Bragg Office
120 W. Fir St.
Fort Bragg, CA 95437
Phone: 707-961-2714

July 9, 2021

Shari Schapmire

Mendocino County Tax Collector

Subject: The Days Between Festival 2021/Statement of Adequacy

Dear Shari Schapmire:

Environmental Health received the Community Event Permit/Application for Days Between Festival and it has been reviewed. It is a two-day event to be held at the Black Oak Ranch and is scheduled for August 6 to August 7, 2021.

The facilities and planned operation are adequate to meet the public health requirements of an outdoor festival.

Items addressed were: location, operation, sanitation (liquid waste and hand washing), refuse disposal, and food service.

Sincerely,

Melissa Hernandez

EHS I

Consumer Protection Program

cc: file(s)