

**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**  
501 Low Gap Road, Room 1070  
Ukiah, CA 95482  
(707) 463-4441 (t)  
(707) 463-5649 (f)  
[cob@mendocinocounty.org](mailto:cob@mendocinocounty.org)

**MENDOCINO COUNTY**  
**BOARD OF SUPERVISORS**  
**BOARD OF SUPERVISORS AGENDA**  
**REGULAR MEETING**  
**October 26, 2021 - 9:00 AM**  
**BOARD CHAMBERS, ROOM 1070**  
**COUNTY ADMINISTRATION CENTER**

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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](mailto: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****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 Acceptance of Update Regarding the Hopkins Fire and Russian River Protection Efforts  
(Sponsor: Executive Office)****Recommended Action:**

*Accept update regarding the Hopkins Fire and Russian River protection efforts and provide direction to staff.*



**5b) Discussion and Possible Action Including Creation of Ad Hoc Committee for Recruitment and Selection of a Human Resources Director  
(Sponsor: Executive Office)**

Recommended Action:

*Create ad hoc committee for recruitment and selection of a Human Resources Director.*

**5c) Discussion and Possible Action Including Conducting a Public Workshop with the Mendocino County Community-Based Advisory Redistricting Commission to Receive Input on Communities of Interest and Potential District Boundaries  
(Sponsors: Executive Office and County Counsel)**

Recommended Action:

*Conduct public workshop with the Mendocino County community-based Advisory Redistricting Commission to receive input on communities of interest and potential district boundaries.*

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

Recommended Action:

*Accept the Chief Executive Officer's report.*

**Attachments:**    [CEO Report 10-26-21 Edition](#)

**6. BOARD OF SUPERVISORS AND MISCELLANEOUS**

**6a) Discussion and Possible Action Including Approval of a One-Time Contribution to Mendocino Solid Waste Management Authority in the Amount of \$107,680, to Cover the Increase in Household Hazardous Waste Disposal Costs Due to the COVID-19 Pandemic (Countywide)  
(Sponsors: Supervisors Gjerde and Mulheren)**

Recommended Action:

*Approve a one-time contribution to Mendocino Solid Waste Management Authority in the amount of \$107,680, to cover the increase in household hazardous waste disposal costs due to the COVID-19 pandemic (Countywide)*

**Attachments:**    [Funds Recommendation Letter](#)

**6b) 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.*

**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 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Harinder Grewal v. Mendocino County - Case No. SCUK-CVPO-2020-73798**
- 9b) 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**
- 9c) Pursuant to Government Code Section 54956.9(d)(4) - Conference with Legal Counsel - Initiation of Litigation: One Case**
- 9d) 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**
- 9e) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Chief Executive Officer**

**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) Communications Received and Filed**

**Attachments:**    [10-14-21 Federal Energy Regulatory Commission](#)  
                              [10-14-21 Federal Energy Regulatory Committee](#)

**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:

**APPOINTMENTS****4a) Approval of Recommended Appointments/Reappointments****Recommended Action:**

1. Sherrie Ebyam, Third District Representative, Mental Health Treatment Act Citizens Oversight Committee.

**Attachments:**    [Ebyam Application](#)

**EXECUTIVE OFFICE****4b) 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****Recommended Action:**

*Adopt Resolution declaring the continuation of a Local Emergency related to the Multiple September 2020 fires including; August Complex fire, 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; and authorize Chair to sign same.*

**Attachments:**    [Resolution \(Clean\)](#)  
                          [Resolution \(Redline\)](#)

**4c) 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****Recommended Action:**

*Adopt 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 declared by the Chief Executive Officer/Director of Emergency Services; and authorize Chair to sign same.*

**Attachments:**    [Resolution](#)

**4d) 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**

Recommended Action:

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

**Attachments:**     [Resolution](#)

**4e) Approval of Amendment to Partially Insurance Reimbursable Agreement 20-122 with Liebert Cassidy Whitmore (LCW), Effective October 26, 2021, Increasing the Total Compensation by \$250,000 (from \$350,000, for a New Agreement Total of \$600,000) for Litigation Services for Grewal v County of Mendocino**

Recommended Action:

*Approve Amendment to Partially Insurance Reimbursable Agreement 20-122 with Liebert Cassidy Whitmore (LCW), effective October 26, 2021, increasing the total compensation by \$250,000 (from \$350,000, for a new Agreement total of \$600,000) for litigation services for Grewal v County of Mendocino; and authorize Chair to sign same.*

**Attachments:**     [Grewal Amendment 5th Amendment](#)  
                              [Agreement 20-122](#)

**4f) Approval of Retroactive Agreement with North Coast Opportunities for Covid-19 Direct Assistance and Food Boxes Distribution Services in the Amount \$587,560 Term Starting September 15, 2021 to June 15, 2022**

Recommended Action:

*Approve retroactive agreement with North Coast Opportunities for Covid-19 Direct Assistance and Food Boxes Distribution Services in the amount \$587,560 term starting September 15, 2021 to June 15, 2022; authorize the Chief Executive Officer to sign any amendments that do not increase the maximum amount; and authorize Chair to sign same.*

**Attachments:**     [Agreement](#)  
                              [NCO Proposal](#)

**ASSESSOR/CLERK-RECORDER**

**4g) Acceptance of Mendocino County's Certification of the September 14th 2021 California Gubernatorial Recall Election**

*Recommended Action:*

*Accept Mendocino County's certification of the September 14th 2021 California Gubernatorial Recall Election.*

**Attachments:**     [Certificate of County Clerk to Result of Canvass - Signed and Seal](#)  
                              [Machine Count & Hand Tally Form for BOS.pdf](#)  
                              [Final Official Results - Statement of Vote.pdf](#)

**BEHAVIORAL HEALTH AND RECOVERY SERVICES**

- 4h) Approval of Amendment to BOS Agreement No. 21-126 with Redwood Community Crisis Center (RC3) to Increase the Amount from \$89,172 to \$100,607 to Provide Emergency Crisis Services and Outreach to Children and Young Adults in Mendocino County, Effective July 1, 2021 through June 30, 2022**

*Recommended Action:*

*Approve Amendment to BOS Agreement No. 21-126 with Redwood Community Crisis Center (RC3) to increase the amount from \$89,172 to \$100,607 to provide emergency crisis services and outreach to children and young adults in Mendocino County, Effective July 1, 2021 through June 30, 2022; authorize the Behavioral Health Director to sign any Amendments that do not increase the annual maximum amount; and authorize Chair to sign same.*

**Attachments:**     [Redwood Community Services dba RC3 Amendment 1](#)  
                              [Redwood Community Services DBA RC3, Original Agreement](#)

**DISTRICT ATTORNEY**

- 4i) Adoption of Resolution Authorizing Submittal of Grant Application to Cal OES for the Unserved/Underserved Advocacy and Outreach (UV) Program for the Grant Period January 1, 2022 Through December 31, 2022**

*Recommended Action:*

*Adopt Resolution authorizing submittal of the grant application to Cal OES for the Unserved/Underserved Advocacy and Outreach (UV) Program for the Grant Period January 1, 2022 Through December 31, 2022; and authorize Chair to sign same.*

**Attachments:**     [2021-22 Unserved Underserved Victim Advocacy and Outreach \(I](#)  
                              [BOS Resoluton Underserved Needs Grant RFA 2022 2](#)

**GENERAL SERVICES AGENCY**

**4j) Approval of Retroactive Revocable License Agreement with Sonoma County for Mendocino County Telecommunications Operations at the Transmission Site Known as Oak Ridge Look Out, Effective July 1, 2019 through June 30, 2029**

Recommended Action:

*Approve retroactive Revocable License Agreement with Sonoma County for Mendocino County telecommunications operations at the Transmission Site known as Oak Ridge Look Out, effective July 1, 2019 through June 30, 2029; authorize Department Head and/or the Purchasing Agent to sign any future Amendments that do not increase the maximum amount; and authorize Chair to sign same.*

Attachments:    [County of Sonoma, Oak Ridge Look Out, Lease. \\$0. 19-29. EO IS](#)

**HUMAN RESOURCES**

- 4k) Approval of Agreement between Abbott Rapid Dx North America, LLC and County of Mendocino to Purchase BinaxNOW COVID-19 Antigen Self-Test Kits in the amount of \$94,962, Effective Upon date of Execution through April 19, 2022**

*Recommended Action:*

*Approve agreement between Abbott Rapid Dx North America, LLC and County of Mendocino to Purchase BinaxNOW COVID-19 Antigen Self-Test Kits in the amount of \$94,962 effective upon date of execution through April 19, 2022; and authorize Chair to sign.*

**Attachments:**     [County of Mendocino -BinaxNOW OTC](#)

**PLANNING AND BUILDING SERVICES**

- 4l) Approval of Retroactive Agreement, Between North Coast Community Planning and Mendocino County, to Increase the Amount of Agreement No. PA# 18-225 and PA# 18-225A1 by \$4,999 (for a New Total Not to Exceed \$49,999.00) and Extend the Termination Date of the Agreement to December 31, 2021 to Continue to Prepare and Process an Amendment to the Mendocino County's Certified Local Coastal Program to Address Regulation of Accessory Dwelling Units**

*Recommended Action:*

*Approve the retroactive Agreement, between North Coast Community Planning and Mendocino County, to increase the amount of Agreement No. PA# 18-225 and PA# 18-225A1 by \$4,999 (for a New Total Not to Exceed \$49,999.00) and extend the termination date of the Agreement to December 31, 2021 to continue to prepare and process an amendment to the Mendocino County's Certified Local Coastal Program to address regulation of accessory dwelling units; and authorize Chair to sign same.*

**Attachments:**     [Aareement. Sianed](#)

**SHERIFF-CORONER**



**4m) Approval of Fifth Amendment to BOS Agreement 17-131 with NaphCare Inc. in the Amount of \$3,484,847.76 for a New Agreement Total of \$19,105,009.38 for Medical Health Services for the Mendocino County Sheriff's Office (MCSO) Jail with a New Term End Date of December 31, 2022**

Recommended Action:

*Approve Fifth Amendment to BOS Agreement 17-131 with NaphCare Inc. in the amount of \$3,484,847.76 for a new agreement total of \$19,105,009.38 for medical health services for the Mendocino County Sheriff's Office Jail with a new term end date of December 31, 2022; authorize Sheriff to sign any future amendments that do not affect the maximum Agreement total; and authorize Chair to sign same.*

**Attachments:**    [NaphCare FY 21-23 Amend 5 \\$3,484,847.76 dept-vend sias.pdf](#)  
                              [a Naphcare \\$13,112,990.90 FY 17-21 final signed.pdf](#)  
                              [09-19-17 Jail Inmate Medical RFP - staff report.pdf](#)  
                              [2-8-17 RFP Jail Medical Health Care SO FINAL.pdf](#)

**SOCIAL SERVICES**

- 4n) Approval of Retroactive Agreement with Anderson Valley Community Services District in the Amount of \$66,000 to Sustain and Support Existing Advanced Life Support and Emergency Medical Services, Effective July 1, 2021 through June 30, 2022**

**Recommended Action:**

*Approve retroactive Agreement with Anderson Valley Community Services District in the amount of \$66,000 to sustain and support existing Advanced Life Support and Emergency Medical Services, effective July 1, 2021 through June 30, 2022; authorize the Emergency Medical Services County Liaison to sign any future amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.*

**Attachments:**     [Anderson Valley Community Services District. \\$66,000. 21-22. PH](#)

**ADJOURNMENT****Additional Meeting Information for Interested Parties**

*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 on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo> or via toll-free telephonic live stream by calling 888-544-8306*

*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](http://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**

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**Item #: 3a)**

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# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 5a)

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**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** October 26, 2021

**Department Contact:** Darcie Antle

**Phone:** 4441

**Department Contact:** Travis Killmer

**Phone:** 4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 15 Min

**Agenda Title:**

Discussion and Possible Action Including Acceptance of Update Regarding the Hopkins Fire and Russian River Protection Efforts

(Sponsor: Executive Office)

**Recommended Action/Motion:**

Accept update regarding the Hopkins Fire and Russian River protection efforts and provide direction to staff.

**Previous Board/Board Committee Actions:**

September 12, 2021, the Board ratified the Hopkins Fire Local Emergency Declaration. The Hopkins Fire started and has resulted in structural damage and evacuations of several portions of the County.

September 16, 2021, the Mendocino County Health Officer issued a declaration of local health emergency as of September 12, 2021.

September 16, 2021, the Chief Executive Officer/Director of Emergency Services proclaimed the existence of a local emergency related to the Hopkins Fire.

October 19, 2021 the Board determined by majority vote that an emergency existed and an agenda item was been added for the Board to take action on the emergency item.

October 19, 2021 the Board discussed and took action including accepting an update and presentation regarding the Hopkins Fire and the Russian River Protection Efforts and approved spending up to \$48,100 in funding for the Watershed Protection Project Phase I.

**Summary of Request:**

Accept presentation and update regarding the Hopkins Fire and Russian River protection efforts.

**Alternative Action/Motion:**

Provide alternative direction to staff.

**Does This Item Support the General Plan?** yes

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**Item #: 5a)**

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**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:** N/A

**Fiscal Details:**

**source of funding:** BU DR-2910

**current f/y cost:** \$48,100

**annual recurring cost:** \$0

**budget clarification:** Will include request for adjustment during Q1

**budgeted in current f/y:** No

**if no, please describe:**

**revenue agreement:** No

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

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**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Deputy Clerk

**Date:** Date Executed

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. **Original Agreement Delivered**

**to Auditor?** Choose an item.

**Final Status:**Item Status

**Executed Item Type:** item **Number:**



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 5b)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** October 26, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 463-4441

**Department Contact:** Darcie Antle

**Phone:** 463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 15 mins.

**Agenda Title:**

Discussion and Possible Action Including Creation of Ad Hoc Committee for Recruitment and Selection of a Human Resources Director  
(Sponsor: Executive Office)

**Recommended Action/Motion:**

Create ad hoc committee for recruitment and selection of a Human Resources Director.

**Previous Board/Board Committee Actions:**

None.

**Summary of Request:**

On November 1, 2021, the position of Human Resources Director will become vacant with the retirement of William Schurtz.

**Alternative Action/Motion:**

Do not create ad hoc and provide alternate direction to staff.

**How Does This Item Support the General Plan?**

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:** N/A

**Fiscal Details:**

**source of funding:** N/A

**budgeted in current f/y:** N/A

**current f/y cost:** N/A

**if no, please describe:**

**annual recurring cost:** N/A

**revenue agreement:** N/A

**budget clarification:** N/A

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**Item #: 5b)**

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

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**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

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**FOR COB USE ONLY**

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Executed By: Deputy Clerk

Final Status:Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 5C)**

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**To: Board of Supervisors**

**From:** Executive Office County Counsel

**Meeting Date:** October 26, 2021

**Department Contact:** Cherie Johnson

**Phone:** 707-463-4441

**Department Contact:** Charlotte Scott

**Phone:** 707-234-6885

**Item Type:** Regular Agenda

**Time Allocated for Item:** 90 mins

**Agenda Title:**

Discussion and Possible Action Including Conducting a Public Workshop with the Mendocino County Community-Based Advisory Redistricting Commission to Receive Input on Communities of Interest and Potential District Boundaries

(Sponsors: Executive Office and County Counsel)

**Recommended Action/Motion:**

Conduct public workshop with the Mendocino County community-based Advisory Redistricting Commission to receive input on communities of interest and potential district boundaries.

**Previous Board/Board Committee Actions:**

On July 19, 2021, the Board of Supervisors voted to establish a five member community-based Advisory Redistricting Commission and directed staff to solicit applications from the public; on August 17, 2021, the Board of Supervisors selected the five member community-based Advisory Redistricting Commission (ARC); on September 14, 2021 the Board of Supervisors conducted a public workshop with the Mendocino County community-based Advisory Redistricting Commission; the ARC has conducted four additional public workshops (September 1, September 7, September 30, October 7) and has two additional public workshops scheduled to occur before the October 26, 2021 Board of Supervisors meeting.

**Summary of Request:**

Redistricting is a process that takes place every ten years, when census data becomes available. On August 17, 2021, the Board of Supervisors appointed a five member community-based Advisory Redistricting Committee (ARC). The ARC will assist the Board in conducting community outreach by facilitating community outreach, identifying communities of interest from public input and provide recommendations on the placement of the County supervisorial district boundaries to the Board of Supervisors. The ARC has held 6 public workshops thus far which included 1 Brown Act/Redistricting Overview Training, Election of Chair/Vice Chair and 5 Public Outreach Workshops. Through this public meeting, the Board with ARC will receive updates from staff regarding community outreach to date, a review of current district boundaries for equal population based on the official census data, and a summary of public comment on communities of interest and corresponding draft maps prepared to date. The Board with ARC will also receive continued public input on communities of interest and potential district boundaries.

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**Item #: 5c)**

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**Alternative Action/Motion:**

Do not receive presentation; provide direction to Commission and Staff

**How Does This Item Support the General Plan?** This item is consistent with the General Plan as the General plan calls for creating defined boundaries for each community.

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:** N/A

**Fiscal Details:**

**source of funding:** N/A

**current f/y cost:** N/A

**annual recurring cost:** N/A

**budget clarification:** N/A

**budgeted in current f/y:** N/A

**if no, please describe:**

**revenue agreement:** N/A

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

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**CEO Liaison:** Darcie Antle, Assistant CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Deputy Clerk

**Date:** Date Executed

**Final Status:**Item Status

**Executed Item Type:** item    **Number:**

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. **Original Agreement Delivered to Auditor?** Choose an item.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 5d)**

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**Agenda Title:**

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

**Recommended Action/Motion:**

Accept the Chief Executive Officer's report.

**FOR COB USE ONLY**

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Executed By: Deputy Clerk

Date: Date Executed

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement

Delivered to Auditor? Choose an item.

Final Status: Item Status

Executed Item Type: item Number:



# The CEO Report

October 26, 2021

## Human Resources Update

### Inside This Issue

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Central Services Update
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- 9 Behavioral Health  
Recovery Services Update
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Update
- 12 Animal Care Services
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and Dates of Interest
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### WELLNESS PROGRAM

#### **2021 WELLNESS INCENTIVE PROGRAM – The Deadline is November 15th!**

Participate in healthy behaviors and earn **48,000 points by November 15th** to earn \$500 off your 2022 health plan premiums! Over 600 employees are currently participating in the Incentive Program, but there is still time to rack up points.

This year's required activities include a Biometric Health Screening (20,000 pts) and completing the online Health Risk Assessment (20,000 pts). Employees then have a range of activities to choose from to earn their remaining 8,000 points.

Visit MCWOW online for more details: <https://www.mendocinocounty.org/government/human-resources/employee-health-insurance/employee-wellness-program-mcwow/wellness-incentive-program>

#### **Biometric Health Screenings**

If you missed the on-site Biometric Screening events this year, you can still have a wellness exam/biometric screening performed with your Physician to learn vital information about your overall health. Screenings are a required activity for the Incentive program and are also worth 20,000 incentive points! Download your Physician Screening form by logging in to <https://join.virginpulse.com/mcwow>. Visit the [Benefits page](#), and choose the option to "Request Physician Screening Form".

#### **2021 Flu Shots**

The flu season is just around the corner. Getting your flu shot this year is just as important as ever, and one of the most important things you can do for your health and others' – especially as we continue to deal with the recent surge of the COVID-19 pandemic.

MCWOW will be offering several FREE onsite flu shot clinics during the month of October at a location near you. To schedule your onsite appointment please use log in into your VirginPulse account here: [https://app.member.virginpulse.com/?redirect\\_fragment=%2Fhome#/benefits/programs/17986](https://app.member.virginpulse.com/?redirect_fragment=%2Fhome#/benefits/programs/17986).

Flu Shots are worth 2,000 incentive points for those participating in the 2021 Wellness Incentive Program.

Please note: If you are enrolled on the County health plan, you may also choose to have your free flu shot performed at a pharmacy free.

## Human Resources Update Continued

### Earn 2,000 Incentive Points with a COVID-19 Vaccination

MCWOW has received many inquiries about whether employees could earn incentive points for a COVID-19 vaccination similar to what is offered for a flu shot vaccination. After some thought and work with our vendor Virgin Pulse, we can now offer an additional 2,000 incentive points if you have had your COVID-19 vaccination during the 2021 calendar year.

**Request your COVID-19 Vaccination Points Voucher here:**

<https://forms.gle/2LomPjppNdYRH4yb9>

*\*\*Please note: Participation in this voluntary voucher program has no relation to, and does not satisfy state or local vaccination mandates within the workplace.*

### WORKFORCE DEVELOPMENT PROGRAM

#### ON-DEMAND LEADERSHIP COURSES

Human Resources now offers a variety of on-demand courses to assist supervisors and managers with the improvement of their leadership skills. Now you can enhance your skills at a time convenient for you! Click here to view the further details on each course: <https://www.mendocinocounty.org/home/showpublisheddocument/39906/637459621909530000>

#### Leadership Skills

- Transition to Leadership
- Developing Your Leadership Style
- Leadership Essentials Series
- The Work of Leaders
  - o Focus on Behavior
  - o Enhance Self Esteem
  - o Encourage Participation
  - o Lead Effective Meetings
- 21st Century Leadership Series
  - o Leadership Challenges
  - o Corporate Culture Changes
  - o Keeping Employees Energized
  - o Knowledge Management
  - o Elements of Change
  - o Leadership Dynamics
- Smart Leadership Series
  - o What Leaders Do
  - o Model the Way
  - o Inspire Shared Vision
  - o Challenge the Process
  - o Enable Others to Act
  - o Encourage the Heart
- Management 101 Series
  - o Introduction
  - o Leading and Communicating as a Manager
  - o Making an Impact as a Manager
  - o Taking Control as a Manager

#### Communication Skills

- Communication Essentials Series
  - o Empowering Leadership
  - o Craft Clear and Concise Messages
  - o Team Member Messages
  - o Listening
  - o Non-Verbal Behavior

#### Generations in the Workplace

- Workforce Generations
- Cross Generational Teams
- Leading Silents and Boomers
- Multi-Generational Leadership (Gen X and Next)
- Managing Generation X
- Managing a Millennial
- Developing Generations

#### Coaching and Mentoring Skills

- Key Skills for Managing and Coaching Your Team
- Mentoring that Matters
- Building Leadership Capacity
- Methods for Motivating and Mentoring Your Team
- Motivating Employees
- Rewarding Peak Performers
- Coaching for Better Performance
- Coaching with Confidence
- Creating a Code of Conduct
- Execution Strategies
  - o Feedback and Counseling
  - o Disciplining Problem Performance



For more information, visit:  
<https://www.mendocinocounty.org/government/human-resources/employee-health-insurance/employee-wellness-program-mcowow/wellness-classes>

## Human Resources Update Continued

- Advanced Management Skills
- An Effective Leader's Guide to Time Management
- Interviewing and Hiring for Supervisors
- A Leader's Guide to Decision Making
- Inspiring Excellence
- Turning Ideas into Actions
- Effective Delegation Overview

### Employee Performance

- Employee Discipline
- Appraising Performance
- The Power of Performance Feedback
- Providing Verbal Performance Feedback
- Providing Written Performance Feedback
- Developing Performance Goals and Standards: The Value of Planning
- Performance Management Series
  - o Preventing Problems
  - o Identifying Problems and Causes

- Effective Discipline Series
  - o Taking Disciplinary Action
  - o The Process and Documentation
- Giving Feedback That Gets Results
- Developing Performance Goals: Creating Performance Standards
- Managing Complaints: The Difficulties
- Managing Complaints Using Active Listening
- Anger, Violence and Conflict in the Workplace
- Negativity in the Workplace
- Fundamentals of Business Crisis Management

To sign up, log in to [Target Solutions](#) with your County email address and password. Click on "Self Assign" and then select the course(s) you would like to complete. (If you have forgotten your password, enter your email address to reset your password.)

### LEADERSHIP INITIATIVE

#### HIGH PERFORMANCE ORGANIZATION (HPO) TRAINING

High Performing Organizations experience highly satisfied customers, employees who want to remain on the team, higher employee engagement and morale, and a culture that hinges upon mutual respect, empowerment, accountability, and shared success. They also see better financial results than their peers over time. In this FREE training you will learn how to identify HPO practices and will learn how you can incorporate them in your teams, divisions, units, and departments, regardless of your title or position. You will also improve your emotional intelligence skills by learning about the various DiSC personality styles.

The next training is being offered from 8:15am-5:00pm on December 8th or 9th via ZOOM. Click on the following link to reserve your space: <https://docs.google.com/forms/d/e/1FAIpQLSfaCID9GzbSWPeGnzXRLAzcwAeBXveFAY230AAMGZNWzPSdw/viewform>

All participants will also receive a free book and DiSC personality assessment as part of the training. DiSC provides tips and strategies to adapt our approaches as we work with others, in different situations, making us more emotionally intelligent and effective in working with others.

\*This training also satisfies the Supervisor/Management Academy "HPO Training" requirement.



For more information, visit:  
[www.mendocinocounty.org/community/mendocino-strong](http://www.mendocinocounty.org/community/mendocino-strong)



**Past HPO Testimonials:**

*"One of the best trainings I have attended since I began working here!"*

*"Great class with a lot of helpful and useful information. I am looking forward to better understanding my employees and how they function."*

*"Always an excellent topic. I have taken this training before, yet still held my interest all day. A good refresher and reminder of important tools."*

*"I recommended it to coworkers prior to taking it myself and can now be even more enthusiastic about it."*

*"I feel like the entire organization needs this, including all line staff. This will help overall."*

*"It's a modern approach to leadership and will hopefully improve the organization."*

*"I like that it was our coworkers who led, and are deeply committed to leadership, skills development and HPO."*

*"I felt the material was valuable, pertinent and stimulating."*

**EMPLOYEE RECOGNITION PROGRAM**

The County of Mendocino recognizes the importance of motivating and rewarding employees. Employee appreciation is a fundamental human need. When employees feel appreciated and recognized for their individual contributions they will be more connected to their work, their team and our organization as a whole. When employees feel valued, they're more engaged, motivated and likely to go the extra mile in their work. The Leadership Initiative's Employee Engagement Work team developed a County-wide Employee Recognition Program to facilitate recognition in our organization.

**Formal Recognition Program for Supervisors/Managers**

Supervisors and Managers can click on the following link to nominate staff for one of 5 awards (Team Player, Customer Service, Leadership at All Levels, Innovation, Excellence). <https://goo.gl/forms/tcghlUTAKnFxNWNy2>

**Peer to Peer Recognition Resources**

Recognition from immediate managers is key—but so is recognition from peers and coworkers. The Engagement Team provides additional resources to foster recognition and appreciation amongst co-workers.

VISIT US ONLINE FOR MORE INFORMATION:

<https://www.mendocinocounty.org/government/human-resources/leadership-initiative/leadership-initiative-project-teams/employee-engagement/employee-recognition>

Questions? Contact [employee\\_engagement@mendocinocounty.org](mailto:employee_engagement@mendocinocounty.org)



## COUNTY-WIDE EMPLOYEE HALLOWEEN COSTUME CONTEST

As the weather turns cooler and the promise of rain sneaks into the forecast, our attention once again turns to everyone's favorite sugary costume-fest, Halloween! This year, the Mendocino County Employee Engagement Team is sponsoring a Halloween costume contest to help everyone get into the spooky spirit, and we want you to join in! Show us your best costume; store-bought or bespoke, classic or modern, pop-culture or literary. Whatever piques your interest (as long as it's work appropriate).

Since Halloween is on a Sunday this year, we'll wear our costumes to work on October 28th or 29th. Take a photo of yourself with the costume on at work (wherever that may be), and email it to [employee\\_engagement@mendocinocounty.org](mailto:employee_engagement@mendocinocounty.org) by the end of the day on Friday, October 29th. All submissions will be posted on the contest webpage, and voted on by the viewers. Voting will take place Monday November 1st and Tuesday the 2nd and will stay open until 5pm on Tuesday the 2nd. Log in and vote for all your favorites! Prizes will be awarded to the top 10 best costumes on Wednesday, the 3rd.

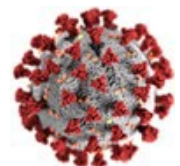
So bring on those monsters and Mandalorians, and let's get spooky!

From a work computer, click on the following link for the Contest webpage:  
<http://hr.mendocino.gov/halloween-costume-contest/?contest=gallery>

Click here to download the flyer: <https://www.mendocinocounty.org/home/showpublisheddocument/46044/637689622935079912>

### **COVID-19 Response and Statistics:**

Supplemental Paid Sick Leave (SPSL), was mandated by the State of California, which provided up to 80 hours of leave to County employees unable to work due to certain COVID-19 related reasons, including symptoms for themselves or for family members, attending vaccine appointments, vaccine-related symptoms and school or child care closures. County employees have used the following SPSL since the availability of the program on March 28, 2021, including retro requests that date back to January 1, 2021. This program ended September 30, 2021.



#### SPSL for Employee Use Only:

- 104 employees have requested

#### SPSL for Family Members:

- 26 employees have requested

#### SPSL for Vaccine and Related Symptoms:

- 63 employees have requested

#### Combination of COVID-related and Vaccine-related:

- 4 employees have requested

For more information, visit the County's COVID-19 website at [www.mendocinocounty.org/community/novel-coronavirus](http://www.mendocinocounty.org/community/novel-coronavirus)



## Social Services of HHSa Update

The Social Services Department submits the attached status report, as Attachment 3, to update the Board of Supervisors on the services being provided by Social Services department.



For more information, visit:  
[www.mendocinocounty.org/government/health-human-services-agency](http://www.mendocinocounty.org/government/health-human-services-agency)

## Agriculture Update

Even though the Department of Agriculture building is still closed to the public, we are handling business at the front door on Bush Street. Please remember to come in before spring to have your Operator ID's or Restricted Materials Permits updated.

There is USDA Farm Service Agency funding for beekeepers, fish farmers, and livestock ranchers to assist with the cost of bringing water in for their livestock.

The hemp pilot program came to an end for this year. The one cultivator in the program was able to overcome a variety of hurdles and managed to harvest the first legally produced hemp in Mendocino. Though the hemp pilot program can be considered a success, it is yet to be seen if hemp will ever be a commercially viable crop in the County.

The Gorse project started on the coast in early September. This project utilizes integrated pest management methods that have worked on other projects and properties. The heavy equipment work started September 13th, in preparation for composting and reseeded efforts.

The Agriculture Department is still struggling with needing a new weight truck. The crane on the Ford F 350 was repaired and the department was able to inspect the platform scales prior to harvest. A contract was set up with nearby service agent and weight truck to inspect the vehicle scales. All vehicle scales have been tested and sealed for the year. The department is wrapping up retail petroleum meters.

The EGVM trapping program is finished for the season and all of the traps have been pulled and inspected. Invasive Shot Hole Borer traps are being collected and inspected. Fruit fly, Japanese Beetle, Grapevine Mealy Bug and Brown Marmorated Stinkbug (BMSB) traps are still active. We are continuing to collect large numbers of Bagrada Bugs on the BMSB traps across the county. In recent weeks, we have collected specimens at various new locations and The UC extension has observed them on wild mustard plants.

## Transportation Update

The Department of Transportation submits the attached status report, as Attachment 4, to update the Board of Supervisors on the services being provided by the Department.



## Facilities and Fleet & Central Services Update

The County of Mendocino Facilities and Fleet & Central Services divisions submits the attached monthly report-out, as Attachment 5, to update the Board of Supervisors on the services being provided by the divisions.

For more information, visit:  
<https://www.mendocinocounty.org/government/mendocino-county-water-agency/drought-water-conservationagency/behavioral-health-and-recovery-services>



For more information, visit:

<https://www.mendocinocounty.org/government/executive-office/past-county-budgets>

## CEO Fiscal Team Update

The Executive Office Fiscal Team has been working to complete the Fiscal Year 2021-22 Budget Book for publication, providing analytical assistance to General Services as they transition to an independent department, and reaching out to other departments to determine what efficiencies can be gained by using the Fiscal Teams expertise in processing of Accounts Payable, and Payroll entry services. The Fiscal Team has also been continuing to provide trainings to departments on various subjects and systems. The focus and agenda for the various trainings rely on input from County staff. There was a training held on September 23rd for the County's contract management system, Cobblestone, with an increased focus on how to utilize task management in the system as well as a training held on October 7th which focused on the pending requirements of the GASB-87 regarding leases, sponsored by the Auditor-Controller's Office.

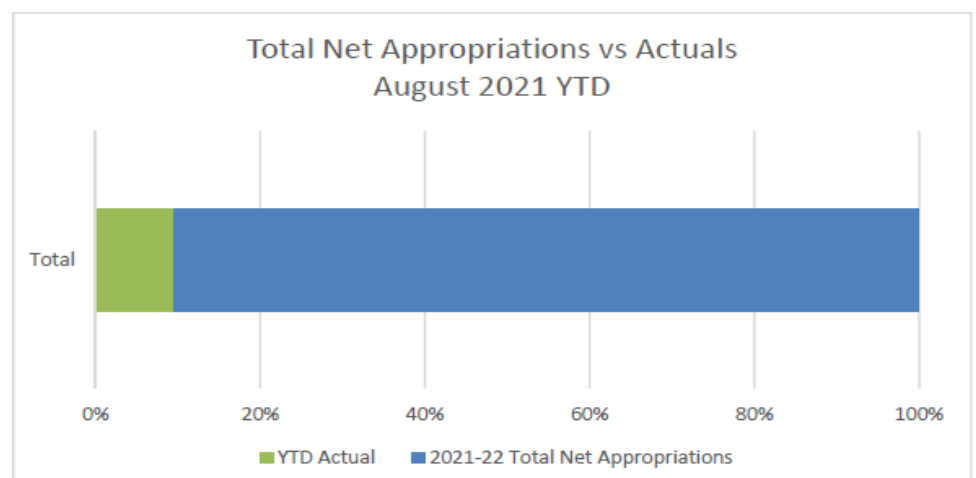
## Budget Report Update

The month of September and the first part of October have been busy for all departments ensuring activities related to Fiscal Year 20-21 and year-to-date activities for Fiscal Year 21-22, have been entered into Munis. The Auditor-Controller closed Fiscal Year 20-21 on September 27th, closed July 2021 on October 8th, closed August 2021 on October 12th, and closed September 2021 on October 15th. The Fiscal Team along with the Auditor-Controller will be meeting the last week of October to review 1st Quarter results for Fiscal Year 21-22. The 1st Quarter results will be presented to the Board during the November 16th Board of Supervisor's Meeting. The Fiscal Year 21-22 year-to-date activity through August is presented below. The recap describes, by department, the total net appropriations, total net county cost (NCC), the percentage of NCC compared to the total net appropriations, year-to-date actuals, the total net appropriations remaining, and the percentage of total net appropriations that have been used. Please note this does not represent a complete picture as there is a lag time, for inter-departmental billing/ collections, and excludes revenue due to revenues typically being down annually or quarterly. Additionally, the recap does not present each department's projected outcome, as this is only captured during 1st Quarter, mid-year, and 3rd Quarter presentations. Attachment 6 shows the FY 2021-22 Total Net Appropriations vs YTD August Actuals.



Legislative information, California Law, daily events and legislative publications can be viewed online at the official California Legislative Information website by visiting:

<http://leginfo.legislature.ca.gov/>



## Information Services Update

The County of Mendocino Information Services divisions submits the attached monthly report-out, as Attachment 7 to update the Board of Supervisors on the services being provided by the divisions.



<https://www.mendocinocounty.org/home>

## Prevention, Recovery, Resiliency and Mitigation Update

## DISASTER RECOVERY

## 2021 Hopkins Fire

The Prevention, Recovery, Resiliency, and Mitigation (PRRM) team hosted a Local Assistance Center (LAC) for Hopkins Fire Survivors on October 7th, 2021 at the Behavioral Health Training Center at 8207 East Road, Redwood Valley, CA 95470 from 1-6 PM. The LAC was a multi agency event with representatives from over 20 county departments, state agencies, community partners, and local non-profits. The LAC registered 34 impacted households, of which 20 were homeowners and 14 were renters. Twenty-two of the attending households had some level of insurance, but many were under insured.



On September 29th, PRRM, LACO Associates, and the CalOES Watershed and Debris Flow Task Force visited the Hopkins burn scar to conduct a preliminary assessment of potential hazards. The assessment identified several areas of concern regarding potential debris flows, slope instability, and watershed contamination. In the absence of a state disaster declaration, CalOES is currently providing technical assistance only. LACO Associates is continuing work on a geo assessment for the Hopkins Fire into October with additional site visits currently scheduled for October 13-15th.

On October 14th, PRRM, CalOES, and the Small Business Administration (SBA) will be conducting preliminary damage assessments of Hopkins Fire impacted properties. These assessments will be vital in determining whether an SBA disaster declaration and assistance will be forthcoming.

Additional request for state assistance with watershed protection, debris removal, and household hazardous waste removal have been submitted and remain pending.

For more information, visit: <https://www.mendocinocounty.org/government/executive-office/prevention-recovery-resiliency-mitigation/hopkins-fire>

## Air Quality Management District Update

The Air Quality Management District (AQMD) submits the attached status report, as Attachment 8, to update the Board of Supervisors on the services being provided by the AQMD.

## Code Enforcement Update

Code Enforcement has been continuously working on the Enhanced Cannabis Enforcement Plan implementation and Code Enforcement reorganization as directed by the Board of Supervisors. Since the direction was given on 5/11/21, Code Enforcement has hired and trained an Administrative Assistant and Staff Assistant III. Code Enforcement hired three entry level Code Enforcement Officers on 9/20/21.

The Planning and Building Services Department brought an agenda item for an update to the position allocation table for Board consideration on September 14, 2021 and thereby created the divisional structure outlined in the Code Enforcement reorganization plan, as directed by the Board, by adding new classification positions of Code Enforcement Division Manager, Code Enforcement Supervisor, and re-configuration of the Code Enforcement Officer II (journey level) and Code Enforcement Officer I (entry level).

Code Enforcement office submits the attached status report, as Attachment 9 to update the Board of Supervisors on various different data gathered by the department.



For more information, visit:  
<https://www.mendocinocounty.org/government/health-and-human-services-agency/behavioral-health-and-recovery-services>

## Board of Supervisors Directives Update

During Board of Supervisors meetings, the Clerk of the Board records the various consensus decisions and/or legislative actions that direct County staff and/or other agencies to follow up, research, or follow through on certain topics or issues.

Attached to this CEO report, as Attachment 10, is a draft list of all current directives as of October 20, 2021.

## Behavioral Health and Recovery Services Update

The Behavioral Health and Recovery Services (BHRS) office submits the attached status report, as Attachment 11, to update the Board of Supervisors on the services being provided by BHRS.

## Cultural Services Agency Update

### Libraries

#### County-wide

- The Library is now providing Cannabis Newsbank Research Edition to anyone that has a library card. This searchable database features current and historical news and information from more than 12,000 sources, including over three million cannabis and hemp related reports, documents, and articles from prominent cannabis and hemp industry publications as well as in-depth local coverage from every state in the U.S. and Canada and countries across the globe. <https://www.mendolibrary.org/discover/newspapers-articles/cannabis-research>
- Mechanic Shop Femme workshop series resumes on Oct. 30 from 2:30-4 p.m. on Zoom with The Whys & Whens of Car Maintenance with Chaya Milchtein of Mechanic Shop Femme. Nov. 20th: A Deeper Dive Into Car Ownership. Email [carrm@mendocinocounty.org](mailto:carrm@mendocinocounty.org) for Zoom link.

#### Bookmobile & Outreach

- In October, the Bookmobile added Comptche, Three Rivers, and Albion Schools to their regular schedule and added stops for Pinoleville School and a children's facility at Redwood Valley Casino one Friday each month.

#### Coast Community

- A two-time Guinness World Record holder for long distance cycling, Lynn Salvo, and her cycling companions stopped at the branch while completing the final leg of her continent-size peace sign route that began in 2015.

#### Fort Bragg

- Fort Bragg City Council created a brilliant proclamation opposing Censorship and celebrating the Freedom to Read. Branch Librarian Dan Hess and Library Advisory Board member Carolyn Schneider received the proclamation from the Mayor. Fort Bragg Advocate News printed a story and photo, showing library staff with their favorite banned books.
- Rotary Club of Fort Bragg is sponsoring a Read Aloud contest, where families who read 5 books to their children (under 6) will win a \$5.00 gift certificate to Spunky Skunk Toy store.

#### Round Valley

- The Media Room is now available for small group reservations. This is a small room with two computers and one large table with a limited capacity of four throughout the pandemic. Reservations are available in two hour increments.
- Recently added the Press Democrat, Willits Weekly, and Rolling Stone to its offerings. Coming soon: Sun Magazine
- Zoom story time (ages 2-5) happens on Fridays at 2:00 p.m.



For more information, visit the Cultural Services Agency's website at:

[www.mendocinocounty.org/government/cultural-services-agency](http://www.mendocinocounty.org/government/cultural-services-agency)



## Cultural Services Agency Update Continued

### Ukiah

- Ukiah Branch staff invite families with children 12 and under to join us for a weekly outdoor story time at 10:30 a.m. at Todd Grove Park. This ongoing event starts Saturday, Nov. 6th and will be full of books, songs, rhymes, visual storytelling, basic American Sign Language, and possibly even some dancing for those wiggly wee ones! Caregivers are encouraged to bring their own blankets or other seating arrangements.
- The Social Justice Book Club will discuss *Minor Feelings: An Asian-American Reckoning* by Cathy Park Hong on Nov. 4th on Zoom.
- Just in time for cooler weather the next Take and Make kit from the Ukiah Branch Library will be Finger Knitting Infinity Scarves, an easy and fun craft that is a great way to busy the hands while quieting the mind.

### Willits

- The Willits Branch Library, in collaboration with the County Museum, will be hosting a Candy Carnival on Friday, October 29th from 4:30-6:30 p.m. in the space between the two buildings. Visitors will be greeted by the Wicked Witch of the West and be invited to play ghoulish games to earn sweet treats. Guests will have the opportunity to take pictures in our Halloween themed photo booth, contribute to the Halloween mural, and pick a book from our "Book Patch."



### Museum

- The Mendocino County Museum is pulling in people in droves to see its exhibit **The Car Bombing of Judi Bari: A Community Remembers** that runs through October 24th. The last program of the exhibit will be on Wednesday, October 27th via zoom. Cultural Services Agency Director, Deb Fader Samson will lead a book discussion on Judi's book *Timber Wars*. Please email Curator Karen Mattson at [mattsonk@mendocinocounty.org](mailto:mattsonk@mendocinocounty.org) to have the zoom link emailed to you.
- Admission is FREE to Mendocino County Library card holders.

## Animal Care Services Update

### Income Statistics

September 1, 2021 through September 30, 2021

- 4 animal(s) impounded for quarantine at the Animal Shelter
- 1 dead animal(s) disposal request received
- 7 feral cats received
- 1 animal(s) received or rabies specimen testing
- 4 owned animal(s) received by Animal Control or Police due to owner in custody
- 8 owned animals impounded in the field to Animal Control or Police
- 17 owner surrendered animals received
- 2 shelter animal(s) returned by adopter
- 56 stray animals impounded in the field by Animal Control, Police or came in over the counter from citizens
- 5 animals impounded for boarding due to the Hopkins Fire
- Total of 105 animals received at the Animal Shelter



To view pictures and bios of the Animal Shelter's wonderful adoptable cats and dogs, visit [www.mendoanimalshelter.com](http://www.mendoanimalshelter.com)

### Outcome Statistics

September 1, 2021 through September 30, 2021

- 21 cats adopted
- 18 dogs adopted
- Other "other" animals adopted/auctioned off
- 1 ill/failure to thrive animal died
- dead animal disposals
- 7 total animal(s) euthanized
- One animal sent to laboratory
- 2 owner/surrender animals euthanized
- 5 trap, neuter and return to field cats
- 40 return to owner animals
- 6 animal(s) transferred to other rescue organizations
- A total of 101 animal(s) departed the Animal Shelter

## Upcoming Board Meetings

Regular Meeting	October 26, 2021
Regular Meeting	November 9, 2021
Limited Meetings	November 15, 2021
Regular Meetings	November 26, 2021

## Dates of Interest





County Holiday	November 11, 2021
County Holiday	November 25-26, 2021

### Attachments

1. Position Justification Report
2. Vacancy and Recruitment Update
3. Social Services of HHSA Update
4. Transportation Update
5. Facilities and Fleet & Central Services Update
6. FY 2021-22 Total Net Appropriations vs YTD August Actuals Report
7. Information Services Update
8. Air Quality Management District Update
9. Code Enforcement Update
10. Board of Supervisors Directives Update
11. Behavioral Health and Recovery Services Update

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

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

	Regular Board Meeting
	County Holiday
	Limited Meetings
	CSAC Conference

### Contact Information:

Office: (707) 463-4441

Fax: (707) 463-5649

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

Website:

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

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**JUSTIFICATION OF FILLED POSITIONS***September 2021*

DEPARTMENT/OFFICE	CLASSIFICATION	POSITION NUMBER	LOCATION	DATE REQUISITION APPROVED	JUSTIFICATION PROVIDED	DATE POSITION FILLED
Executive Office (Information Services)	Administrative Assistant	4082	Ukiah	7/26/2021	This position will support the administrative functions of the Information Services Division including: contract administration, monthly billing, reporting and meeting facilitation, and provide administrative support for the various IT Master Plan Projects, Board initiatives and public projects.	9/5/2021
General Services Agency (Facilities & Fleet)	Grounds Maintenance Technician II	133	Fort Bragg	8/19/2021	These positions fill a critical need by supporting the County's 100+ facilities landscaping, in addition to the County park system.	9/5/2021
General Services Agency (Facilities & Fleet)	Grounds Maintenance Technician II	4392	Ukiah	6/17/2021	These positions fill a critical need by supporting the County's 100+ facilities landscaping, in addition to the County park system.	9/5/2021
Health and Human Services Agency (Public Health Nursing)	Staff Assistant II	1316	Ukiah	6/9/2021	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	9/5/2021
Human Resources	Human Resources Analyst I	4102	Ukiah	8/26/2021	Policy and procedure creation for Covid-19 continues to put regular tasks on backlog which delays some departmental functions.	9/5/2021
Probation	Deputy Probation Officer I	3430	Ukiah	8/13/2021	This position is critical to Probation's ability to adequately supervise the assigned cases as well as written statutorily mandated reports in the interest of public safety. Not replacing this position would result in a decrease in staffing and significant increased workload assignments for remaining staff, which would inhibit ability to meet mandated supervision and court-related duties.	9/5/2021
Sheriff-Coroner	Public Safety Dispatcher	1714	Ukiah	3/5/2021	The Dispatch center has minimum staffing levels, to ensure that the County of Mendocino can effectively respond to emergency calls and first responder coordination.	9/5/2021
Planning and Building	Code Enforcement Officer I	4463	Ukiah	6/16/2021	Per Code Enforcement reorganization plan presented to the BOS on 6/8/2021, a total of 6 new officers will be desired. The Proactive Cannabis Enforcement Team will be unable to begin work as desired by the BOS.	9/19/2021
Planning and Building	Code Enforcement Officer I	4464	Ukiah	6/16/2021	Per Code Enforcement reorganization plan presented to the BOS on 6/8/2021, a total of 6 new officers will be desired. The Proactive Cannabis Enforcement Team will be unable to begin work as desired by the BOS.	9/19/2021
Planning and Building	Planner I	503	Ukiah	6/9/2021	Filling vacant Planner positions is crucial to increase efficiency within the Department and enhance customer service by expediting turnaround on projects, permits and general inquiries. Should this not be approved, business licenses, discretionary permit work, current and long range planning will be delayed.	9/19/2021
Social Services	Staff Assistant III	2598	Ukiah	3/20/2020	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	9/19/2021

BOARD OF SUPERVISORS VACANCY/RECRUITMENT UPDATE																
Pay Period 20-21, September 19, 2021 - October 2, 2021																
DEPARTMENT/OFFICE	FUND	TOTAL ALLOCATED FTE POSITIONS	VACANT FTE POSITIONS	VACANCY RATE (All Vacant Regardless of Recruitment Status)	POSITIONS IN RECRUITMENT (AS OF REPORT DATE)	VACANCY RATE* (Positions in Recruitment)	NEW HIRES SINCE 7/1/21	SEPARATIONS SINCE 7/1/21	EMPLOYEES ON LEAVE	EMPLOYEES IN BOONVILLE	EMPLOYEES IN COVELO	EMPLOYEES IN FORT BRAGG	EMPLOYEES IN LAYTONVILLE	EMPLOYEES IN POINT ARENA	EMPLOYEES IN UKIAH	EMPLOYEES IN WILLITS
AGRICULTURE	1100	9.00	1.00	11.1%	--	0.0%	1	--	1	--	--	--	--	--	8	--
<i>Agriculture Total:</i>		<i>9.00</i>	<i>1.00</i>	<i>11.1%</i>	<i>0</i>	<i>0.0%</i>	<i>1</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>8</i>	<i>0</i>
AIR QUALITY	3270	9.00	3.00	33.3%	2	22.2%	--	--	1	--	--	--	--	--	6	--
<i>Air Quality Total:</i>		<i>9.00</i>	<i>3.00</i>	<i>33.3%</i>	<i>2</i>	<i>22.2%</i>	<i>0</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>6</i>	<i>0</i>
ANIMAL CARE	1100	13.00	1.00	7.7%	4	30.8%	2	--	2	--	--	2	--	--	10	--
<i>Animal Care Total:</i>		<i>13.00</i>	<i>1.00</i>	<i>7.7%</i>	<i>4</i>	<i>30.8%</i>	<i>2</i>	<i>0</i>	<i>2</i>	<i>0</i>	<i>0</i>	<i>2</i>	<i>0</i>	<i>0</i>	<i>10</i>	<i>0</i>
ASSESSOR-CLERK-RECORDER (ASSESSOR)	1100	21.00	2.00	9.5%	1	4.8%	--	1	1	--	--	--	--	--	19	--
ASSESSOR-CLERK-RECORDER (CLERK RECORDER)	1100	4.00	1.00	25.0%	--	0.0%	--	--	--	--	--	--	--	--	3	--
ASSESSOR-CLERK-RECORDER (COUNTY CLERK-ELECTION)	1100	3.00	1.00	33.3%	1	33.3%	--	1	--	--	--	--	--	--	2	--
<i>Assessor-Clerk-Recorder Total:</i>		<i>28.00</i>	<i>4.00</i>	<i>14.3%</i>	<i>2</i>	<i>7.1%</i>	<i>0</i>	<i>2</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>24</i>	<i>0</i>
AUDITOR-CONTROLLER	1100	13.00	2.00	15.4%	1	7.7%	--	1	--	--	--	--	--	--	11	--
<i>Auditor-Controller Total:</i>		<i>13.00</i>	<i>2.00</i>	<i>15.4%</i>	<i>1</i>	<i>7.7%</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>11</i>	<i>0</i>
BOARD OF SUPERVISORS	1100	5.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	5	--
<i>Board of Supervisors Total:</i>		<i>5.00</i>	<i>0.00</i>	<i>0.0%</i>	<i>0</i>	<i>0.0%</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>5</i>	<i>0</i>
CANNABIS PROGRAM	1100	9.00	3.00	33.3%	12	133.3%	--	--	1	--	--	--	--	--	6	--
<i>Cannabis Program Total:</i>		<i>9.00</i>	<i>3.00</i>	<i>33.3%</i>	<i>12</i>	<i>133.3%</i>	<i>0</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>6</i>	<i>0</i>
CHILD SUPPORT SERVICES	1100	34.00	12.00	35.3%	--	0.0%	--	--	3	--	--	--	--	--	22	--
<i>Child Support Services Total:</i>		<i>34.00</i>	<i>12.00</i>	<i>35.3%</i>	<i>0</i>	<i>0.0%</i>	<i>0</i>	<i>0</i>	<i>3</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>22</i>	<i>0</i>
COUNTY COUNSEL	1100	12.00	0.00	0.0%	1	8.3%	2	--	--	--	--	--	--	--	12	--
<i>County Counsel Total:</i>		<i>12.00</i>	<i>0.00</i>	<i>0.0%</i>	<i>1</i>	<i>8.3%</i>	<i>2</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>12</i>	<i>0</i>
CULTURAL SERVICES AGENCY (LIBRARY)	1205	36.50	6.00	16.4%	5	13.7%	1	1	5	--	4	6	--	2	16	5
CULTURAL SERVICES AGENCY (MUSEUM)	1100	4.00	1.00	25.0%	1	25.0%	--	--	--	--	--	--	--	--	--	3
<i>Cultural Services Agency Total:</i>		<i>40.50</i>	<i>7.00</i>	<i>17.3%</i>	<i>6</i>	<i>14.8%</i>	<i>1</i>	<i>1</i>	<i>5</i>	<i>0</i>	<i>4</i>	<i>6</i>	<i>0</i>	<i>2</i>	<i>16</i>	<i>8</i>
DISTRICT ATTORNEY	1100	46.00	7.00	15.2%	3	6.5%	2	1	3	--	--	5	--	--	34	--
DISTRICT ATTORNEY (ANTI DRUG ABUSE)	4650	3.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	3	--
DISTRICT ATTORNEY (RAPE PROSECUTION)	4480	1.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	1	--
DISTRICT ATTORNEY (VICTIM WITNESS)	4640	5.00	1.00	20.0%	1	20.0%	--	1	3	--	--	--	--	--	4	--
<i>District Attorney Total:</i>		<i>55.00</i>	<i>8.00</i>	<i>14.5%</i>	<i>4</i>	<i>7.3%</i>	<i>2</i>	<i>2</i>	<i>6</i>	<i>0</i>	<i>0</i>	<i>5</i>	<i>0</i>	<i>0</i>	<i>42</i>	<i>0</i>

BOARD OF SUPERVISORS VACANCY/RECRUITMENT UPDATE																
Pay Period 20-21, September 19, 2021 - October 2, 2021																
DEPARTMENT/OFFICE	FUND	TOTAL ALLOCATED FTE POSITIONS	VACANT FTE POSITIONS	VACANCY RATE (All Vacant Regardless of Recruitment Status)	POSITIONS IN RECRUITMENT (AS OF REPORT DATE)	VACANCY RATE* (Positions in Recruitment)	NEW HIRES SINCE 7/1/21	SEPARATIONS SINCE 7/1/21	EMPLOYEES ON LEAVE	EMPLOYEES IN BOONVILLE	EMPLOYEES IN COVELO	EMPLOYEES IN FORT BRAGG	EMPLOYEES IN LAYTONVILLE	EMPLOYEES IN POINT ARENA	EMPLOYEES IN UKIAH	EMPLOYEES IN WILLITS
EXECUTIVE OFFICE	1100	16.00	3.00	18.8%	2	12.5%	1	3	3	--	--	--	--	--	13	--
EXECUTIVE OFFICE (CLERK OF THE BOARD)	1100	3.00	0.00	0.0%	1	33.3%	--	--	--	--	--	--	--	--	3	--
EXECUTIVE OFFICE (DISASTER RECOVERY)	1225	7.00	1.00	14.3%	1	14.3%	1	--	--	--	--	--	--	--	6	--
EXECUTIVE OFFICE (GENERAL LIABILITY)	7130	2.50	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	3	--
EXECUTIVE OFFICE (HEALTH BENEFITS)	7150	3.00	1.00	33.3%	--	0.0%	--	--	--	--	--	--	--	--	2	--
EXECUTIVE OFFICE (INFORMATION SERVICES)	1100	29.00	5.00	17.2%	4	13.8%	1	1	1	--	--	--	--	--	24	--
<i>Executive Office Total:</i>		<i>60.50</i>	<i>10.00</i>	<i>16.5%</i>	<i>8</i>	<i>13.2%</i>	<i>3</i>	<i>4</i>	<i>4</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>51</i>	<i>0</i>
FARM ADVISOR	1100	3.00	1.00	33.3%	2	66.7%	--	--	--	--	--	--	--	--	2	--
<i>Farm Advisor Total:</i>		<i>3.00</i>	<i>1.00</i>	<i>33.3%</i>	<i>2</i>	<i>66.7%</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>2</i>	<i>0</i>
GENERAL SERVICES AGENCY (CENTRAL SERVICES)	1100	8.00	2.00	25.0%	2	25.0%	1	--	--	--	--	--	--	--	6	--
GENERAL SERVICES AGENCY (FACILITIES & FLEET)	1100	39.80	10.80	27.1%	9	22.6%	2	4	2	--	--	2	--	--	27	1
GENERAL SERVICES AGENCY (GARAGE)	1100	3.00	0.00	0.0%	--	0.0%	--	--	1	--	--	--	--	--	3	--
<i>General Services Agency Total:</i>		<i>50.80</i>	<i>12.80</i>	<i>25.2%</i>	<i>11.00</i>	<i>21.7%</i>	<i>3.00</i>	<i>4.00</i>	<i>3.00</i>	<i>0.00</i>	<i>0.00</i>	<i>2.00</i>	<i>0.00</i>	<i>0.00</i>	<i>36.00</i>	<i>1.00</i>
HHSA (ALCOHOL/OTHER DRUG PROGRAM)	1100	35.00	18.00	51.4%	3	8.6%	1	3	5	--	--	1	--	--	16	--
HHSA (CGAP-DFC GRANT)	4260	1.00	0.00	0.0%	1	100.0%	--	1	--	--	--	--	--	--	1	--
HHSA (ENVIRONMENTAL HEALTH)	1100	22.60	5.60	24.8%	1	4.4%	--	2	5	--	--	3	--	--	14	--
HHSA (MENTAL HEALTH)	1221	57.00	28.00	49.1%	13	22.8%	--	1	2	--	--	1	--	--	28	--
HHSA (MENTAL HEALTH TREATMENT ACT - MEASURE B)	1224	1.25	1.25	100.0%	--	0.0%	--	--	--	--	--	--	--	--	--	--
HHSA (PUBLIC HEALTH)	1100	32.00	14.00	43.8%	6	18.8%	2	1	1	--	--	2	--	--	14	2
HHSA (PUBLIC HEALTH BIOTERRORISM AS)	4780	1.00	0.00	0.0%	1	100.0%	--	1	1	--	--	--	--	--	1	--
HHSA (PUBLIC HEALTH CCS)	1100	8.00	2.00	25.0%	1	12.5%	1	--	2	--	--	1	--	--	5	--
HHSA (PUBLIC HEALTH NURSING)	1100	27.00	13.00	48.1%	5	18.5%	1	1	1	--	--	1	--	--	12	1
HHSA (PUBLIC HEALTH TOBACCO ED)	4530	1.00	1.00	100.0%	--	0.0%	--	--	--	--	--	--	--	--	0	--
HHSA (PUBLIC HEALTH WIC)	4180	12.20	6.20	50.8%	2	16.4%	--	1	--	--	--	2	--	--	4	--
HHSA (TRANSITIONAL HOUSING)	1100	2.00	2.00	100.0%	2	100.0%	--	--	--	--	--	--	--	--	--	--
HHSA (WHOLE PERSON CARE)	1227	3.00	1.00	33.3%	--	0.0%	--	--	--	--	--	--	--	--	2	--
<i>HHSA Total:</i>		<i>203.05</i>	<i>92.05</i>	<i>45.3%</i>	<i>35</i>	<i>17.2%</i>	<i>5</i>	<i>11</i>	<i>17</i>	<i>0</i>	<i>0</i>	<i>11</i>	<i>0</i>	<i>0</i>	<i>97</i>	<i>3</i>

BOARD OF SUPERVISORS VACANCY/RECRUITMENT UPDATE																
Pay Period 20-21, September 19, 2021 - October 2, 2021																
DEPARTMENT/OFFICE	FUND	TOTAL ALLOCATED FTE POSITIONS	VACANT FTE POSITIONS	VACANCY RATE (All Vacant Regardless of Recruitment Status)	POSITIONS IN RECRUITMENT (AS OF REPORT DATE)	VACANCY RATE* (Positions in Recruitment)	NEW HIRES SINCE 7/1/21	SEPARATIONS SINCE 7/1/21	EMPLOYEES ON LEAVE	EMPLOYEES IN BOONVILLE	EMPLOYEES IN COVELO	EMPLOYEES IN FORT BRAGG	EMPLOYEES IN LAYTONVILLE	EMPLOYEES IN POINT ARENA	EMPLOYEES IN UKIAH	EMPLOYEES IN WILLITS
HUMAN RESOURCES	1100	19.00	6.00	31.6%	3	15.8%	1	--	--	--	--	--	--	--	13	--
HUMAN RESOURCES (EMPLOYEE WELLNESS)	1100	2.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	2	--
<i>Human Resources Total:</i>		<i>21.00</i>	<i>6.00</i>	<i>28.6%</i>	<i>3</i>	<i>14.3%</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>15</i>	<i>0</i>
PLANNING AND BUILDING	1100	59.50	13.00	21.8%	11	18.5%	8	1	8	--	--	10	--	--	34	--
<i>Planning and Building Total:</i>		<i>59.50</i>	<i>13.00</i>	<i>21.8%</i>	<i>11</i>	<i>18.5%</i>	<i>8</i>	<i>1</i>	<i>8</i>	<i>0</i>	<i>0</i>	<i>10</i>	<i>0</i>	<i>0</i>	<i>34</i>	<i>0</i>
PROBATION	1100	50.00	11.00	22.0%	3	6.0%	1	1	5	--	--	3	--	--	33	3
PROBATION (JUVENILE HALL)	1100	25.00	10.00	40.0%	1	4.0%	1	1	3	--	--	--	--	--	15	--
<i>Probation Total:</i>		<i>75.00</i>	<i>21.00</i>	<i>28.0%</i>	<i>4</i>	<i>5.3%</i>	<i>2</i>	<i>2</i>	<i>8</i>	<i>0</i>	<i>0</i>	<i>3</i>	<i>0</i>	<i>0</i>	<i>48</i>	<i>3</i>
PUBLIC DEFENDER	1100	27.00	3.00	11.1%	2	7.4%	--	--	2	--	--	1	--	--	23	--
PUBLIC DEFENDER (ALTERNATE DEFENDER)	1100	7.50	2.00	26.7%	--	0.0%	1	--	--	--	--	--	--	--	6	--
<i>Public Defender Total:</i>		<i>34.50</i>	<i>5.00</i>	<i>14.5%</i>	<i>2</i>	<i>5.8%</i>	<i>1</i>	<i>0</i>	<i>2</i>	<i>0</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>29</i>	<i>0</i>
RETIREMENT	1100	6.00	1.00	16.7%	--	0.0%	--	--	--	-	-	-	-	-	5	--
<i>Retirement Total:</i>		<i>6.00</i>	<i>1.00</i>	<i>16.7%</i>	<i>0</i>	<i>0.0%</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>5</i>	<i>0</i>
SHERIFF-CORONER	1100	115.00	20.00	17.4%	15	13.0%	1	3	5	--	--	13	--	--	71	11
SHERIFF-CORONER (COPS PROGRAM AB3229)	1210	1.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	1	--
SHERIFF-CORONER (JAIL)	1100	73.00	15.00	20.5%	12	16.4%	1	1	7	--	--	--	--	--	58	--
SHERIFF-CORONER (OFFICE OF EMERGENCY SERVICES)	1100	2.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	2	--
<i>Sheriff-Coroner Total:</i>		<i>191.00</i>	<i>35.00</i>	<i>18.3%</i>	<i>27</i>	<i>14.1%</i>	<i>2</i>	<i>4</i>	<i>12</i>	<i>0</i>	<i>0</i>	<i>13</i>	<i>0</i>	<i>0</i>	<i>132</i>	<i>11</i>
SOCIAL SERVICES	1100	421.00	103.00	24.5%	93	22.1%	3	17	35	--	--	37	--	--	252	30
<i>Social Services Total:</i>		<i>421.00</i>	<i>103.00</i>	<i>24.5%</i>	<i>93</i>	<i>22.1%</i>	<i>3</i>	<i>17</i>	<i>35</i>	<i>0</i>	<i>0</i>	<i>37</i>	<i>0</i>	<i>0</i>	<i>252</i>	<i>30</i>
TRANSPORTATION	1200	92.80	30.00	32.3%	6	6.5%	1	1	4	3	3	8	2	4	37	6
TRANSPORTATION (ENGINEERING & TECHNICAL ASSIST)	1100	7.00	1.00	14.3%	1	14.3%	--	--	--	--	--	1	--	--	5	--
TRANSPORTATION (SOLID WASTE)	1100	2.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	2	--
<i>Transportation Total:</i>		<i>101.80</i>	<i>31.00</i>	<i>30.5%</i>	<i>7</i>	<i>6.9%</i>	<i>1</i>	<i>1</i>	<i>4</i>	<i>3</i>	<i>3</i>	<i>9</i>	<i>2</i>	<i>4</i>	<i>44</i>	<i>6</i>
TREASURER-TAX COLLECTOR	1100	6.00	1.00	16.7%	1	16.7%	--	--	--	--	--	--	--	--	5	--
TREASURER-TAX COLLECTOR (COURT AB233 PROGRAM)	1100	6.00	3.00	50.0%	1	16.7%	--	--	--	--	--	--	--	--	3	--
<i>Treasurer-Tax Collector Total:</i>		<i>12.00</i>	<i>4.00</i>	<i>33.3%</i>	<i>2</i>	<i>16.7%</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>8</i>	<i>0</i>
<b>COUNTYWIDE TOTAL:</b>		<b>1466.65</b>	<b>375.85</b>	<b>25.6%</b>	<b>237</b>	<b>16.2%</b>	<b>37</b>	<b>50</b>	<b>113</b>	<b>3</b>	<b>7</b>	<b>99</b>	<b>2</b>	<b>6</b>	<b>915</b>	<b>62</b>



## **Social Services Status Report October 2021**

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

The Adult and Aging Services division is pleased to announce the expansion of the Housing and Disability Advocacy Program (HDAP). HDAP was established by the State of California in 2017 to provide housing assistance and disability advocacy services to persons experiencing homelessness and who are in the process of applying for disability benefits. Under the previous guidelines, HDAP funds would be used to house a participant until their supplemental security income (SSI) benefits were approved. Once approved, HDAP funds would be recouped and the participant would then use their monthly SSI to cover the cost of housing. Additionally, counties that elected to participate in HDAP were responsible for a one-to-one dollar match.

Under the State's new guidelines, counties are no longer required to seek repayment from the participant, and there is no longer a county match requirement for the funding. Moreover, HDAP has expanded to include "those at risk of homelessness." HDAP has proven to be an important program in California's fight against homelessness. Since 2017, HDAP has provided services to over 40 individuals in Mendocino County: 20 participants have moved into temporary housing, 14 participants transitioned to permanent housing, and 13 participants became financially self-sufficient through the granting of disability benefits.

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

Family & Children's Services (FCS) administers many programs, one of which is Extended Foster Care (EFC). EFC is a federal program under the Fostering Connections to Success and Increasing Adoptions Act of 2008 (PL 110-351), to improve outcomes for youth in foster care. California enacted EFC through Assembly Bill 12, which took effect on January 1, 2012. The EFC program extends Title IV-E foster care assistance to eligible child welfare or probation young adults, who may voluntarily enter and exit the EFC program at any time, and multiple times, until they turn 21. The program provides eligible young adults with a safety net of support while they experience independence. Participants must be working toward completion of high school or an equivalent program, enrolled in college or a vocational program, working, participating in a program to assist them in gaining employment, or are unable to participate in school or work, due to a medical condition. Due to the Covid-19 pandemic, federal and state legislative actions created flexibility to participation requirements through December 31, 2021.

FCS currently has 38 young adults under age 21 in the EFC program. An additional 10 young adults over age 21 have opted to stay in the program through December 31, 2021, under federal and state extensions to the program. These young adults are served through the FCS AB 12 unit, consisting of 3.5 social workers, one social worker assistant, and one social worker supervisor. For more information about the program, please contact Social Worker Supervisor Cerre Knox at [knox@c@mendocinocounty.org](mailto:knox@c@mendocinocounty.org) or (707) 463-7868.

### ***Employee & Family Assistance Services (EFAS)***

- On September 27, Mendocino County, along with 38 other California counties, migrated to the new Statewide Automated Welfare System, CalSAWS, which is the case management system that supports eligibility for public assistance benefits. County staff prepared for this transition through multiple informational meeting sessions, surveys, user acceptance training, point-in-time demonstrations, and curriculum training. All 58 California counties will be using this same system by October 2023. In addition to this migration, there was also a change to the online portal for applications for CalWORKs, CalFresh, and Medi-Cal. Applications are now available through [BenefitsCal.com](https://www.benefitscal.com). This portal replaced the C4Yourself application site. Through all of these changes, staff have continued to maintain public assistance benefits for 39,657 Mendocino County residents
- In response to the current Public Health Emergency, the Department of Health Care Services has extended the delay in processing of annual Medi-Cal Redeterminations and reported changes in circumstances, to avoid loss of Medi-Cal coverage for Medi-Cal beneficiaries. EFAS continues to focus attention on application processing, to ensure health insurance is not a barrier to care for our community. Mendocino County's Medi-Cal caseload has grown by 11% since February 1, 2020, from 20,071 cases to 22,475 cases (39,245 persons).



*Department of Transportation (MCDOT)*

**Director's Report – October 26, 2021**

- **Senate Bill 1383: Short-lived Climate Pollutants Organic Waste Reductions Regulation** – Senate Bill (SB) 1383 (Lara, Chapter 395, Statutes of 2016) was signed into law in 2016, establishing methane emission reduction targets as part of a statewide effort to combat climate change. Organic waste such as food scraps, yard trimmings, paper, and cardboard comprises more than half of the state's total waste stream into landfills. The breakdown of organic waste in landfills is the third largest source of methane in California, generating 20% of the state's methane emissions. To reduce methane generation in landfills, SB 1383 requires a 50% reduction of the statewide disposal of organic waste from the 2014 level by 2020 and a 75% reduction by 2025. Additionally, SB 1383 establishes a statewide target that 20% of currently disposed edible food is recovered for human consumption by 2025.

SB 1383 represents the largest and most prescriptive waste management legislative update in the last 30 years. As the regulatory authority under this law, CalRecycle adopted regulations requiring local jurisdictions (cities and counties) to implement specific actions and programs necessary to achieve the statewide organic waste reduction targets. Specific requirements of the County will include: providing mandatory organic waste collection services to all residents and businesses, establishing an edible food recovery program, conducting education and outreach, procuring organic waste products, recycling and edible food recovery capacity planning, monitoring compliance, conducting enforcement, and maintaining records and reporting. Prior to the effective date of the regulations beginning in 2022, the County will need to adopt an ordinance, amend/renew waste hauler franchise agreements, update purchasing policy, develop inspection and enforcement measures, and recordkeeping and reporting procedures; efforts which are already underway.

On January 1, 2022, the regulations take effect requiring the County to implement the above actions and programs. Although Department of Transportation's Solid Waste Division is taking a lead on facilitating the effort, SB 1383 goes beyond waste management and recycling operations and will impact the work of multiple County departments. Successful compliance will require a significant and coordinated effort countywide. Departments/Divisions likely affected will include Department of Transportation Solid Waste Division, Environmental Health, Purchasing, Facilities, Planning & Building, County Counsel, Code Enforcement, and Executive Office. The County may need to increase funding and staffing resources across multiple departments to support implementation of SB 1383 compliant programs. A more detailed informational presentation on the regulations and roles and responsibilities of each County department is scheduled to be provided to the Board on December 7, 2021.

- **Update Community Water Supply Replacement in Response to Drought:** Pursuant to direction from the Board of Supervisors (BOS) at their special meeting for Drought Response on August 24, 2021, – the County Recovery Division has applied for grant funding and authorized staff to advertise and award contracts to accomplish Community Water Supply Replacement. On September 21, 2021, the Department of Water Resources' (DWR) Small Community Drought Relief Program Grant was approved for the Mendocino County Community Water Supply Replacement Project. The approved funding is not to exceed the amount of \$2,000,000 thru the end of the 2022, but is only allowed to be used for residential domestic users. Presently, approximately 13,000 gallons per day of potable water is transferred between the City of Ukiah and the City of Fort Bragg to meet residential needs for replacement water in the unincorporated areas of the Central Coast.

In addition, at the special meeting on August 24, 2021, the BOS authorized up to \$1.5 million in "County General Funds" to use for the transfer of potable water between the City of Ukiah and the City of Fort Bragg to meet the needs of the unincorporated areas of the Central Coast (including for commercial domestic water) at a volume of about 7,000 gallons per day, without grant support due to ineligibility of those costs.

Presently, we have sufficient emergency trucking contracts to meet maximum hauling needs of up to 45,000 to 49,000 gallons of water per business day to Fort Bragg, using six-to-ten trucks, if the demand returns to summertime demand levels.

Because the DWR grant funding has competitive bidding and procurement requirements for Mendocino County as the funding recipient for contracts with other entities in the acquisition of goods and services, the County is securing competitive bids after formal advertisement and undertaking competitive negotiations. If the County does not receive responsive/responsible bids the County can continue the sole source agreements we are presently using to transport water.

Tankers must be properly licensed Potable Water Haulers Pursuant to California Department of Public Health, Food and Drug Branch for this program.

# MENDOCINO COUNTY – FACILITIES AND FLEET & CENTRAL SERVICES DIVISIONS MONTHLY REPORT-OUT - CEO REPORT

<b>PROJECT AND OTHER UPDATES</b>	
<b>FACILITIES &amp; FLEET DIVISION</b>	
<b>Administrative Update</b>	<ul style="list-style-type: none"> <li>Proposal for space planning analysis from Architectural Firms were received on September 23. Staff are in the evaluation process and anticipate having a contract submitted for Board of Supervisors consideration in November.</li> <li>General Services have been working with PG&amp;E and an outside consultant on an energy audit of all County facilities. Staff anticipates the results of this audit to be presented to the Board in November for Board consideration. Additionally, staff have been working with Sonoma Clean Power on conversion to evergreen services, pursuant to Board of Supervisors action on August 3, 2021; it is anticipated that information regarding this conversion will be presented to the Board with the energy audit findings.</li> </ul>
<b>Fleet Operations</b>	<ul style="list-style-type: none"> <li>PSPS temporary generator, air compressor and light tower deployed and staged.</li> <li>Contractor walk through completed for Automotive Lift replacement. Bids came in higher due to unforeseen code requirements; alternate funding source was identified, project is proceeding.</li> <li>Staff working on developing an up updated Vehicle replacement program, including the following: <ul style="list-style-type: none"> <li>Overview of the County's fleet during First Quarter Budget or sooner as data is gathered (number of vehicles by type, average miles driven, average age)</li> <li>Updated replacement categories (type/age/miles) along with comparison County/industry standards</li> <li>Potential funding models for vehicle replacement, including by type and funding source (potential interim funding solutions for this Fiscal Year, as well as long term)</li> <li>Consider an update re Policy No. 26 - Operation of County Vehicles and/or Mendocino County Code 3.12.</li> <li>Working with Enterprise Fleet Management on potential options for Board consideration as an option</li> </ul> </li> <li>Facilities staff are working on options regarding installation of electric vehicle charging stations purchased previously. Estimates are in progress to install at Yokayo Complex parking lot. Facilities staff will update the Board with a project request once estimates and project details re confirmed.</li> </ul>
<b>Facility Maintenance and Operations</b>	<ul style="list-style-type: none"> <li>Sanhedrin Power Pole Replacement: Phase 3 planning in progress with completion anticipated in Fall 2022.</li> <li>Collaborating with USFS, PG&amp;E and the private communications service providers at Big Signal Peak (Sanhedrin) develop a communications site master plan including electrical power services for this critical link in our public safety microwave communication network.</li> <li>Spanish Mountain Repeater site hardening has been completed. Staff are in the development phase for the scope for the next repeater site hardening at the Sanel microwave site and the funding application with CDBG.</li> <li>The Board Chamber Remodel project is near completion. Staff is reviewing several options to enhance security and finishes in chambers and will provide</li> </ul>



	<p>updates accordingly.</p> <ul style="list-style-type: none"> <li>• Emergency water damage abatement and repairs at Public Health Break Room 192 at 1120 S. Dora Street, due to a sewer line back up within the building has been completed the plumbing problems have been corrected. At this time Facilities has revised the budget to \$50,000 with most costs to be reimbursed from Risk due to the loss.</li> <li>• PSPS generator deployment for critical facilities completed for this season. Mechanical issues found during monthly inspection with Admin Rental unit. Hertz working to repair.</li> <li>• The main Admin generator had mechanical issue found during monthly inspection. Repairs completed and returned to service.</li> <li>• Willits Library broadband data wiring scope of work is out for Bid. Bids are due October 15th.</li> <li>• Completed scope of work and budget estimates for replacement Fiber Optic lines displaced by the new Jail Project, with funding request coming forward at first quarter.</li> <li>• 911 Bunker plans are being developed along with our application for the CDBG hazard mitigation grant. In addition to relocating data storage and communications equipment from the 911 basement, the project includes replacement of hazardous electrical panels and installation of a new generator for full building power. Consideration is being made as to how to approach the 911 Sheriff Dispatch Radio Console replacement funding source and process.</li> <li>• Sheriff's Office electrical panel replacement project is now complete. Staff are working through minor issues and should have all resolved by next week.</li> </ul>
<b>Capital Projects</b>	<ul style="list-style-type: none"> <li>• Measure B Project Updates: <ul style="list-style-type: none"> <li>◦ Regional Behavioral Health Training Center remodel is complete and currently serving as an alternate care site for mental health clients and Local Assistance Center. Facilities staff assisted with various logistics and ensured readiness of facility for occupancy. Currently Behavioral Health has indicated that the alternate care site be closed. Facilities staff are coordinating the closure and will update the Board when complete.</li> <li>◦ Crisis Residential Treatment Center (CRT) is well underway and nearing completion with casework, trim and finishes going in. On track for November occupancy.</li> </ul> </li> <li>• Whitmore Lane/Psychiatric Health Facility (PHF) Feasibility Study under way: <ul style="list-style-type: none"> <li>◦ Continuing meetings with Nacht &amp; Lewis to discuss the operational needs of the PHF in relation to the physical space at the Whitmore Lane site. Study will also include review of other site constraints, proposed model for locating the PHF at the site and development of preliminary cost estimates and alternate site comparables.</li> <li>◦ Meetings held bi-weekly to review status; timelines for project anticipated within the next month; staff will present to the Board when finalized.</li> </ul> </li> <li>• SB 844 Jail Building 3 – Received state approval in April to proceed with construction documents – Architect is proceeding – projecting final submission for state review by the end of 2021. <ul style="list-style-type: none"> <li>◦ Due to the Jail expansion into the areas of Facilities and parking near the Garage and storage area, Facilities staff are working with the Agriculture department to consider potential relocation of parking and potential storage bays in the Facilities area.</li> </ul> </li> </ul>

<b>CENTRAL SERVICES DIVISION</b>	
<b>Requests for Proposals: Central Services Issued</b>	<p><b>RFP# 025-21 IS Microsoft 365 Integration and Implementation Services</b></p> <ul style="list-style-type: none"> <li>IS staff are finalizing a roll-out plan and will present the plan and final findings to the Board of Supervisors at a later date.</li> </ul> <p><b>RFP # 036-21 Structural Analysis of Radio Communication Towers</b></p> <ul style="list-style-type: none"> <li>Issued on September 17, 2021</li> <li>Submission deadline is October 18, 2021</li> </ul> <p><b>RFQ # 038-21 Dodge Durango- Probation</b></p> <ul style="list-style-type: none"> <li>Issued on September 23, 2021</li> <li>Submission deadline is October 14, 2021</li> </ul> <p><b>RFP # 039-21 Patrol Vehicles- Sheriff</b></p> <ul style="list-style-type: none"> <li>Issued on October 1, 2021</li> <li>Submission deadline is October 22, 2021</li> </ul>
<b>Requests for Proposals: Department Issued</b>	<p><b>RFP # 035-21 Space Need Assessment- Architectural Services</b></p> <ul style="list-style-type: none"> <li>Issued on August 27, 2021</li> <li>Submission deadline was September 23, 2021</li> <li>Evaluations are scheduled to begin October 14<sup>th</sup> and 20<sup>th</sup></li> </ul> <p><b>RFB # 37-21 Willits Library Data Cabling Project</b></p> <ul style="list-style-type: none"> <li>Issued on September 20, 2021</li> <li>Submission deadline is October 14, 2021</li> </ul>
<b>Purchasing</b>	<ul style="list-style-type: none"> <li>Ongoing development an improved Blanket Purchase Order Monitoring process for administering, reporting and monitoring.</li> <li>Developing a Purchasing Education Program to launch in October 2021 County-wide.</li> <li>EOC Logistics Support: In response to the declared drought/water emergency Contracts with vendors were secured for hauling water from Ukiah to Fort Bragg. Services are being provided and Logistics continues to work collaboratively with the Incident Commander/Department of Transportation Director Howard Dashiell.</li> </ul>
<b>Operational Efficiencies and Quality Control</b>	<ul style="list-style-type: none"> <li>Preparing to implement Phase II for Competitive Bidding to improve the quality and consistency of competitive bidding process that will ensure quality control.</li> </ul>
<b>Competitive Bidding</b>	<ul style="list-style-type: none"> <li>Evaluating use of Cobblestone- e-Procurement/workflow with request for proposal processes</li> </ul>
<b>Long Term Planning</b>	<ul style="list-style-type: none"> <li>Central Services Operational model</li> <li>ISF Development - Facilities, Fleet, Central Services</li> <li>Fiscal reporting structure</li> <li>Budget Preparation (with Executive Office Budget team)</li> </ul>
<b>Real Property</b>	<ul style="list-style-type: none"> <li>Low Gap Park: General Service's staff has obtained proposals for Goat services for fire prevention/fuel mitigation efforts during the peak of fire season, in addition to an overall fire and fuel mitigation effort throughout the park. It is hoped that a scope of work can be prepared, outreach be made with adjacent property owners as to the timelines and activities, and work to begin by November.</li> </ul>
	<ul style="list-style-type: none"> <li>Parks Needs Assessment Phase II: Central Services, Facilities and BluePoint Planning, the County's Parks Needs Assessment consultant, presented a proposed approach and concept to the Board of Supervisors on August 31, 2021. The Board received the updated and formed a Parks Needs Assessment Ad Hoc Committee comprising Supervisors Mulheren and McGourty. <ul style="list-style-type: none"> <li>Parks Needs Assessment Ad Hic Committee met for the first time on</li> </ul> </li> </ul>

	<p>Thursday October 7, 2021. Below is a summary of the meeting discussion points and outcomes:</p> <ul style="list-style-type: none"> <li>○ Topics discussed: <ul style="list-style-type: none"> <li>▪ Historical train maintenance issues</li> <li>▪ No existing funding formula for parks (maintenance, administration, capital improvement)</li> <li>▪ Management of various access areas as distinguished from County parks</li> <li>▪ Appropriate funding levels including staffing, maintenance, and administrative costs</li> <li>▪ Possible revenue sources</li> </ul> </li> <li>○ Outcomes: <ul style="list-style-type: none"> <li>▪ Ad hoc to meet and assess if/ how annual maintenance costs in parks could be funded</li> <li>▪ Consultants to provide spreadsheet with scenarios for different maintenance costs</li> <li>▪ Supervisor Mulheren to outreach to City of Ukiah to discuss possibilities for collaboration</li> <li>▪ County Staff to research process regarding potential of surplus or selling various access areas</li> <li>▪ County Staff to outreach to RCD regarding potential for collaboration</li> </ul> </li> </ul>
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## Attachment 6

FY 2021-22 Total Net Appropriations vs YTD August Actuals

Budget Unit	Description/Department Name	2021-22 Total Net Appropriations*	2021-22 Total Net County Cost (NCC)**	NCC % of Total Net Appropriations	YTD Actuals*	Available Total Net Appropriations	% Used Total Net Appropriations
1015	Board of Supervisors	\$ 859,396	\$ 859,396	100.0%	\$ 145,875	\$ 713,521	16.97%
1020	County Executive Office	\$ 1,324,254	\$ 1,324,254	100.0%	\$ 252,026	\$ 1,072,228	19.03%
1810	Economic Development	\$ 704,500	\$ 704,500	100.0%	\$ 5,156	\$ 699,344	0.73%
2085	Alternate Defender	\$ 1,060,598	\$ 1,060,598	100.0%	\$ 128,013	\$ 932,585	12.07%
6210	Farm Advisor	\$ 267,744	\$ 267,744	100.0%	\$ 25,225	\$ 242,519	9.42%
1320	Human Resources	\$ 1,827,938	\$ 1,824,320	99.8%	\$ 273,171	\$ 1,554,767	14.94%
1010	Clerk of the Board	\$ 576,935	\$ 569,935	98.8%	\$ 82,346	\$ 494,589	14.27%
1120	Assessor	\$ 2,087,679	\$ 2,044,479	97.9%	\$ 277,353	\$ 1,810,326	13.29%
3050	DOT - Round Valley Airport	\$ 214,449	\$ 209,029	97.5%	\$ 317	\$ 214,132	0.15%
2080	Public Defender	\$ 3,957,419	\$ 3,845,862	97.2%	\$ 517,972	\$ 3,439,447	13.09%
1610	Facilities	\$ 4,894,953	\$ 4,648,639	95.0%	\$ 446,250	\$ 4,448,703	9.12%
2550	Juvenile Hall	\$ 2,668,169	\$ 2,491,789	93.4%	\$ 283,175	\$ 2,384,994	10.61%
5190	General Relief	\$ 569,252	\$ 527,370	92.6%	\$ 26,735	\$ 542,517	4.70%
2810	Cannabis Management	\$ 851,990	\$ 786,990	92.4%	\$ 95,213	\$ 756,777	11.18%
1960	Information Services	\$ 4,648,044	\$ 4,262,071	91.7%	\$ 526,131	\$ 4,121,913	11.32%
7110	Cultural Services	\$ 650,132	\$ 574,235	88.3%	\$ 61,647	\$ 588,485	9.48%
1410	County Clerk-Election	\$ 835,111	\$ 732,611	87.7%	\$ 109,646	\$ 725,465	13.13%
1910	Transportation - Land Imp	\$ 1,309,374	\$ 1,120,466	85.6%	\$ 111,584	\$ 1,197,790	8.52%
3060	DOT - Little River Airport	\$ 363,005	\$ 308,005	84.8%	\$ 2,723	\$ 360,282	0.75%
1160	Central Services	\$ 527,822	\$ 439,270	83.2%	\$ 102,147	\$ 425,675	19.35%
1110	Auditor-Controller	\$ 1,775,590	\$ 1,459,693	82.2%	\$ 224,610	\$ 1,550,980	12.65%
2070	District Attorney	\$ 7,647,431	\$ 6,237,029	81.6%	\$ 951,948	\$ 6,695,483	12.45%
2060	Grand Jury	\$ 125,185	\$ 100,287	80.1%	\$ 696	\$ 124,490	0.56%
1210	County Counsel	\$ 1,490,622	\$ 1,065,122	71.5%	\$ 310,722	\$ 1,179,900	20.85%
4016	Emergency Medical Service	\$ 1,492,569	\$ 1,018,819	68.3%	\$ 8,926	\$ 1,483,643	0.60%
1940	Miscellaneous Budget	\$ 1,616,346	\$ 1,098,346	68.0%	\$ (1,513)	\$ 1,617,859	-0.09%
2310	Sheriff - Coroner	\$ 24,980,650	\$ 16,125,476	64.6%	\$ 3,055,828	\$ 21,924,822	12.23%
2510	Jail	\$ 16,144,339	\$ 10,370,640	64.2%	\$ 1,780,242	\$ 14,364,097	11.03%
2860	Animal Care	\$ 1,669,545	\$ 998,702	59.8%	\$ 183,002	\$ 1,486,543	10.96%
2851	Planning & Building Services	\$ 6,378,587	\$ 3,049,037	47.8%	\$ 695,218	\$ 5,683,369	10.90%
2710	Agriculture Dept	\$ 1,535,266	\$ 572,507	37.3%	\$ 133,388	\$ 1,401,878	8.69%
2086	Conflict Defender	\$ 350,000	\$ 130,400	37.3%	\$ 3,450	\$ 346,550	0.99%
5170	In Home Supportive Service	\$ 6,280,768	\$ 2,134,659	34.0%	\$ -	\$ 6,280,768	0.00%
1130	Treasurer-Tax Collector	\$ 1,029,639	\$ 349,565	34.0%	\$ 118,469	\$ 911,170	11.51%
1620	Fleet Management	\$ 69,764	\$ 22,747	32.6%	\$ 123,791	\$ (54,027)	177.44%
2560	Probation	\$ 6,427,308	\$ 1,613,672	25.1%	\$ 726,814	\$ 5,700,494	11.31%
2830	Office of Emergency Services	\$ 1,139,282	\$ 266,152	23.4%	\$ 14,022	\$ 1,125,260	1.23%
5130	Cal Works/Foster Care	\$ 27,779,461	\$ 1,741,286	6.3%	\$ 3,927,389	\$ 23,852,072	14.14%
4013	Public Health Nursing	\$ 3,742,904	\$ 186,512	5.0%	\$ 224,898	\$ 3,518,006	6.01%
4011	Environmental Health	\$ 3,013,871	\$ 140,184	4.7%	\$ 326,564	\$ 2,687,307	10.84%
4080	California Children's Services	\$ 1,259,824	\$ 30,843	2.4%	\$ 70,697	\$ 1,189,127	5.61%
4012	Substance Use Disorder	\$ 3,740,306	\$ 88,368	2.4%	\$ 322,189	\$ 3,418,118	8.61%
5010	Social Services Administration	\$ 57,630,059	\$ 979,544	1.7%	\$ 5,265,747	\$ 52,364,312	9.14%
4010	Public Health Administration	\$ 5,923,595	\$ 21,249	0.4%	\$ 519,560	\$ 5,404,035	8.77%
1920	Retirement Administration	\$ 919,260	\$ -	0.0%	\$ 112,189	\$ 807,071	12.20%
1930	Teeter Plan	\$ 4,300,000	\$ -	0.0%	\$ -	\$ 4,300,000	0.00%
4025	Employee Wellness	\$ 465,930	\$ -	0.0%	\$ 46,877	\$ 419,053	10.06%
4070	County Medical Services Plan	\$ 276,000	\$ -	0.0%	\$ -	\$ 276,000	0.00%
4073	Transitional Housing	\$ 1,244,000	\$ -	0.0%	\$ 20,868	\$ 1,223,132	1.68%
5020	HHSA Administration	\$ 183,730	\$ -	0.0%	\$ 207,317	\$ (23,587)	112.84%
2090	Child Support Services	\$ 2,528,917	\$ (147,864)	-5.8%	\$ 322,144	\$ 2,206,773	12.74%
4510	Transportation - Solid Waste	\$ 511,729	\$ (53,448)	-10.4%	\$ 54,518	\$ 457,211	10.65%
1941	Clerk-Recorder	\$ 394,500	\$ (89,750)	-22.8%	\$ 92,520	\$ 301,980	23.45%
2012	Court Collections Program	\$ 1,273,036	\$ (392,453)	-30.8%	\$ 121,351	\$ 1,151,685	9.53%
Total		\$ 225,538,778	\$ 77,718,887	34.5%	\$ 23,437,144	\$ 202,101,634	10.39%

\*Data only represents expenses, due to revenues being typically drawn down or received on a quarterly or annual basis.

\*Additionally, there is a lag time of inter-department billing/collections

\*\*Does not include funding appropriated from PG&amp;E Disaster Funds

## INFORMATION SERVICES DIVISION MONTHLY UPDATE

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### SEPTEMBER 2021

#### Geographic Information System (GIS) Update

The Information Services Division's GIS Staff, create and maintain the SDE Geo Database, a centralized source for the most up to date County GIS data for use with GIS stations in Departments throughout the County. Staff is currently reviewing data sets that require an update once a year or once every two years and bringing these data sets current to 2021. GIS Program staff are currently working on updates to the County Facilities layer.

The Information Services Division's GIS Staff, create and maintain two GIS Portals, one on the County's Intranet for use by County Staff and one on the Internet for use by the Public. Current activity includes the modification of the Redistricting map application on the Public GIS Portal to include 2020 Census population and race data for the current Supervisor Districts as well as the addition of 2020 Census Block geography and data.

The GIS Coordinator is working with staff from County Counsel's office, Executive office and the Assessor-Clerk Recorder's office to act as staff for the redistricting of Supervisor Districts. GIS Program Staff have participated in the initial public meetings for the Citizens Redistricting Commission and have set up and tested an interactive mapping tool to be used in the public meeting process.

GIS Program Staff in cooperation with Staff from the County's Office of Emergency Services, (OES) have converted the evacuation areas created by OES Staff into a GIS data layer and are currently working to calculate the 2020 Census population for each evacuation area, the population counts will be added to the attribute data for the GIS layer.

Information Services Division's GIS Staff, create and maintain the GIS data layers in the Sheriff's dispatch system. GIS Staff complete monthly updates to Geo Database.

The GIS Coordinator is currently working with IS Division Managers to set up a Service Level Agreement with the Mendocino Community College to provide mapping and geo processing services for the College's Redistricting process.

#### Administration Update

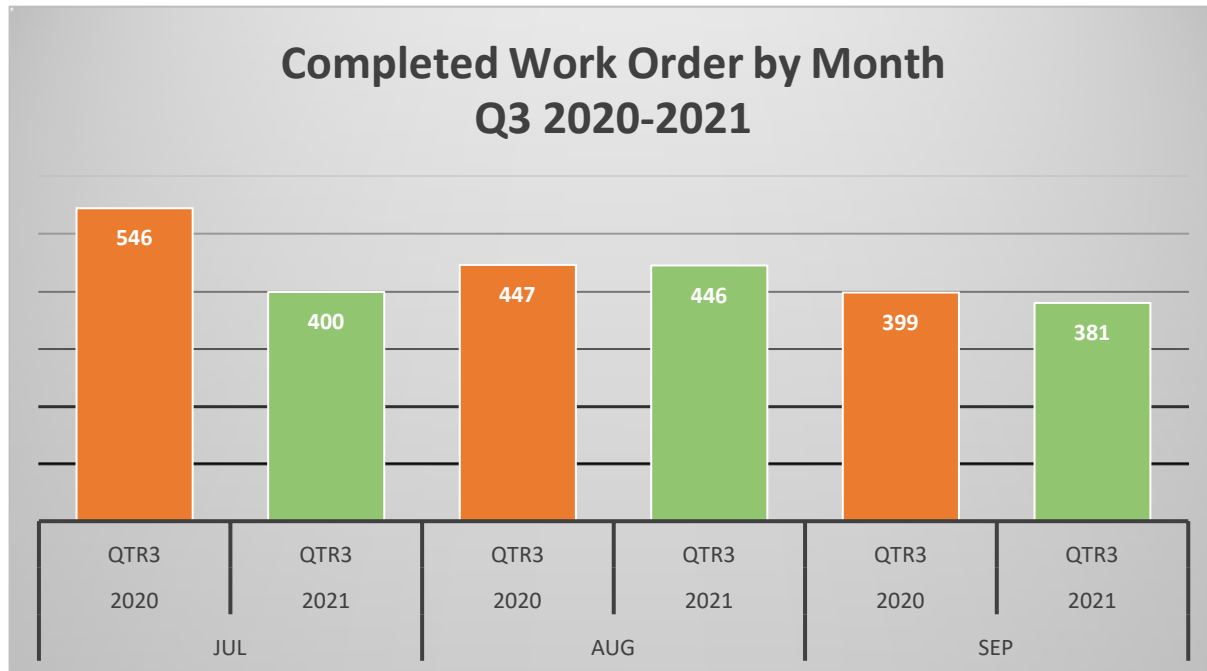
Information Services Division staff participated in a Cobblestone training hosted by the Executive Office Fiscal Team and is scheduled to attend a budget training regarding GASB 87 on October 7, 2021. Information Services Division staff continue to work on preparations of fiscal year 2021-22 first quarter budget. Information Services Division staff continue to actively work with Human Resources on recruitments to fill allocated positions.

## INFORMATION SERVICES DIVISION MONTHLY UPDATE

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### Operations Update

#### Operations Quarterly Help Desk Metrics



#### Helpdesk Call Totals

September 2021 (0800 – 1700 Monday – Friday)

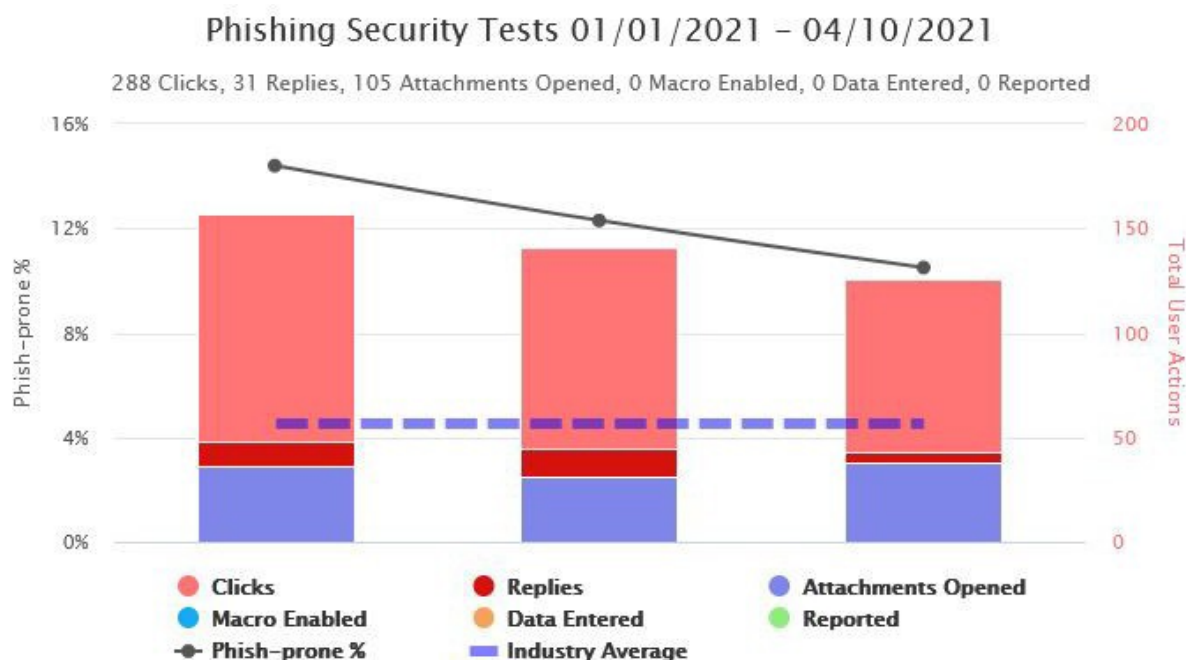
#### **Total Calls – 510**

- **Answered** – 453 (88.8%)
  - Avg. time to Answer – 15 seconds
- **Abandoned** (Long, Short) – 52 (10%), 9 (0.2%)
  - Avg. time to Abandon – 53 seconds
  - Short Abandons are calls that hang up within 6 seconds of calling
- **Voicemail** – 5 (1%)
- **Total call duration** – 25.05 hours

**Overall Service Level** – 96.1%

## INFORMATION SERVICES DIVISION MONTHLY UPDATE

### KnowBe4 Phishing Campaign – Quarterly



Third Quarter Security Awareness test saw a Phish-prone change of 1.8%, from 12.3% in Q2 to 10.5% in Q3. Difficulty of the Q3 security test was identical to 2<sup>nd</sup> Quarter levels, which were increased from 1<sup>st</sup> Quarter levels. Industry standard for Government is 4.5%, which is roughly half of our current percentage. Our Phish-prone score is trending down, but further tests will be coming outside the Quarterly campaign to keep up employee awareness.

### **Public Safety Communications Update**

The Point Arena microwave repairs and installation work is scheduled for October 11, 2021 to replace the damaged Microwave equipment and finalize completion the south coast microwave loop. This work includes completing the Microwave dish/antenna and transmission line system at the Point Arena AT&T 10 mile site and new weather resistant equipment cabinets at the Point Arena Air Force Radar site. The weather resistant equipment cabinets have been specified, approved and ordered.

### Public Safety Communications Microwave Radio System MPLS Project Update

The vendor and Information Services Division staff have completed the MPLS data system final engineering and design review. Information Services Division staff have completed the staging area for the vendor to configure and test all components in a simulated environment prior to taking the equipment to each microwave site. All MPLS equipment has been set up and is in the process of being provisioned, configured and programmed. The vendor and Information Services Division staff are currently staging, testing and configuring the MPLS system in its entirety the last two weeks of September 2021 and will be completing the MPLS system staging and testing by mid-October. The completed MPLS system will be installed and powered up the week of October 18<sup>th</sup>. The new MPLS system equipment will be cut

## INFORMATION SERVICES DIVISION MONTHLY UPDATE

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over to all County Agencies late October/early November upon completion of all MPLS installation tasks and work. This process will minimize downtime and disruptions to Public Safety Communications and County data to an absolute minimum.

### Public Safety Communications Microwave Radio System Simulcast Repeater Upgrade Project Update

The Simulcast Repeater Upgrade Project is currently proceeding. Phase 1A system design has been completed. The vendor has ordered all materials and components to complete Phase 1A of the project, parts and materials are arriving currently for the installation to begin. Repeater installations are scheduled to begin late October/Early November pending arrivals of materials and contractor availability. The funding required to finish this project has been approved by the Board of Supervisors and is anticipated to be received at first quarter budget. In preparation for receipt of the additional funding, Information Services Division staff have completed the phase 1B design and engineering process. Information Services Division staff are currently preparing the scopes of work, documents and schematic diagrams for the vendor proposals.

### **Development and Business Applications Update**

#### MUNIS Upgrade – Finance System Upgrade and Improvements

Preparations for the major upgrade to version 19.1 are now in full swing. The Information Services Division, working in conjunction with staff from Human Resources, the Auditor's office, and the Executive Office, has been working with Tyler Technologies on strategies to improve the Munis finance/HR/Payroll systems efficiently. This includes, but is not limited to, changes to how the position control module is configured, changes to how payroll is processed, the addition of an Employee Self Service feature, and many other items. Some of these improvements will be realized in the current Munis version, while some will wait for our go-live date in early February of 2022.

#### Property Tax Software System (Aumentum)

The Information Services Division is trying to put the AUTOMATION into AUMENTUM.

The Information Services Division, the Auditor's Office, the Treasure Tax Collector, and Assessor Clerk Recorder's Office have been working diligently in coordination with our partners at Aumentum Technologies to add functionality to the Mendocino County Public Access Service Portal. This website is an online self-service portal for property tax billing and information, parcel information, and special district information

Current functionality supported on the Public Access Portal includes:

- Pay Annual secured Tax Bills
- Pay Unsecured Tax Bills
- Provide information to our Partners including Mortgage companies
- Provide Tax Rate information to the Special Districts

The next Aumentum module to come online will be the Tax Sale Module, allowing for automation of the process of selling tax-foreclosed properties. We expect this to come online in early 2022.



## INFORMATION SERVICES DIVISION MONTHLY UPDATE

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### Document Imaging

The Information Services Division has completed an upgrade to our DocuWare installation, to version 7.3. Several projects have been waiting for this upgrade, and the improvement in functionality will help us move these projects forward. The focus of these initiatives can be expressed in three basic areas:

1. Scanning of documents that are on paper, allowing us to destroy them when consistent with retention policies.
2. Incorporating already digitized and/or scanned files into a document management system that allows for better searching and organization.
3. Creation of online forms that allow us to collect form information without ever having a paper process at all, including the appropriate workflow.

The upgrade to DocuWare 7.3 will allow us to better utilize existing Active Directory information for the creation of workflows that will improve our ability to produce and distribute these automated forms.

### Cannabis Portal

As many are aware, the Information Services Division has created a portal on one of the County's public servers for the purpose of allowing re-submission of Cannabis Phase one and two documents. To date, the portal has allowed for the submission to nearly 5600 documents in support of these application re-submittals. By allowing the digital submission of these documents, county staff does not have to receive them by mail, fax, and/or email, allowing the documents to be more quickly reviewed for content. It is expected that the portal will remain open until the end of October.

BARBARA A. MOED  
Air Pollution Control Officer  
www.mendoair.org



306 East Gobbi Street  
Ukiah, California 95482  
(707) 463-4354 Fax: 463-5707  
mcaqmd@mendocinocounty.org

## Mendocino County Air Quality Management District

### Quarterly Update to CEO Report October 2021

Primary staff activities the last three months have involved our:

- **Air Monitoring Program:** *The District is on the verge of being designated in Attainment of all federal and state Ambient Air Quality Standards.* The CA Air Resources Board is poised to change Mendocino County Air Quality Management District's State Designation Status for Particulate Matter 10  $\mu\text{m}$  (PM10) from non-attainment to attainment of the CA PM10 ambient air quality standard, based upon review of data collected by the District during the last three years. This is a substantial achievement following a non-attainment state designation for PM10 since the early 1980s. We published eight Air Quality Advisories in August and five in September due to local smoke impacts predominantly from surrounding wildfires to the north and east of Mendocino County. We concurrently deployed a portable particulate monitor to Covelo to track smoke impacts. We deployed another particulate monitor during the Hopkins fire in Calpella. Staff maintains four regulatory monitors and ancillary equipment which continuously report PM and ozone data, as well as assuring data quality, and undergoing regular audits by the CA Air Resources Board.
- **Regulation 2, Open Outdoor Burning:** Staff and outside Air District Counsel has improved proposed draft revisions following input from Cal Fire MEU, Ukiah Valley Fire, Anderson Valley Fire; Little Lake Fire, Ft Bragg Fire and outreach at Mendocino County Fire Chiefs Association on July 14, 2021. Our meeting for feedback from the Farm Bureau has been delayed, but is upcoming. We plan to present proposed revisions to Regulation 2 to the District Board on December 7, 2021.
- **Permitting stationary sources:** Staff has been calculating annual permit fees for upcoming invoicing. We received 18 new Authority to Construct applications.
- **Investigations:** Investigated 8 complaints resulting in no Notices of Violation.
- **Asbestos NESHAPS Demolition/Renovation Program:** 8 asbestos removal projects; 29 sign-offs;
- **Referral Reviews:** Cannabis Cultivation Checklist Reviews: 40; Planning Document Reviews: 33

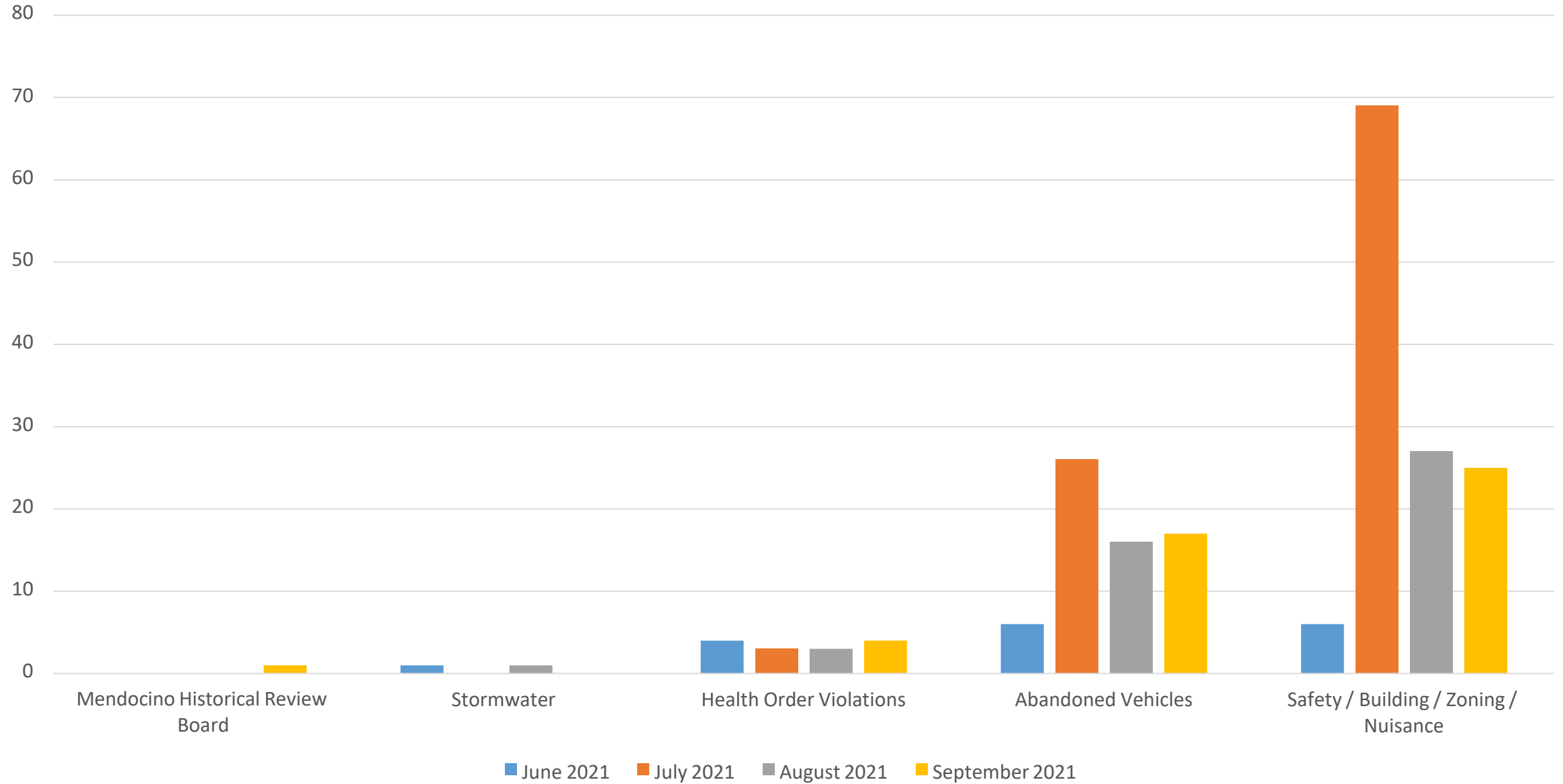
- **Carl Moyer Grants:** Staff calculated cost effectiveness and ranked 14 proposed projects. Staff is preparing Board agenda item for approval of proposed projects.
- **Smoke Management Program (SMP)** and Prescribed Burn Monitoring Grant: These programs have been dormant during this quarter's burn ban, except for reporting and administrative activities.
- **Public Records Requests: 7.**

## Attachment 9

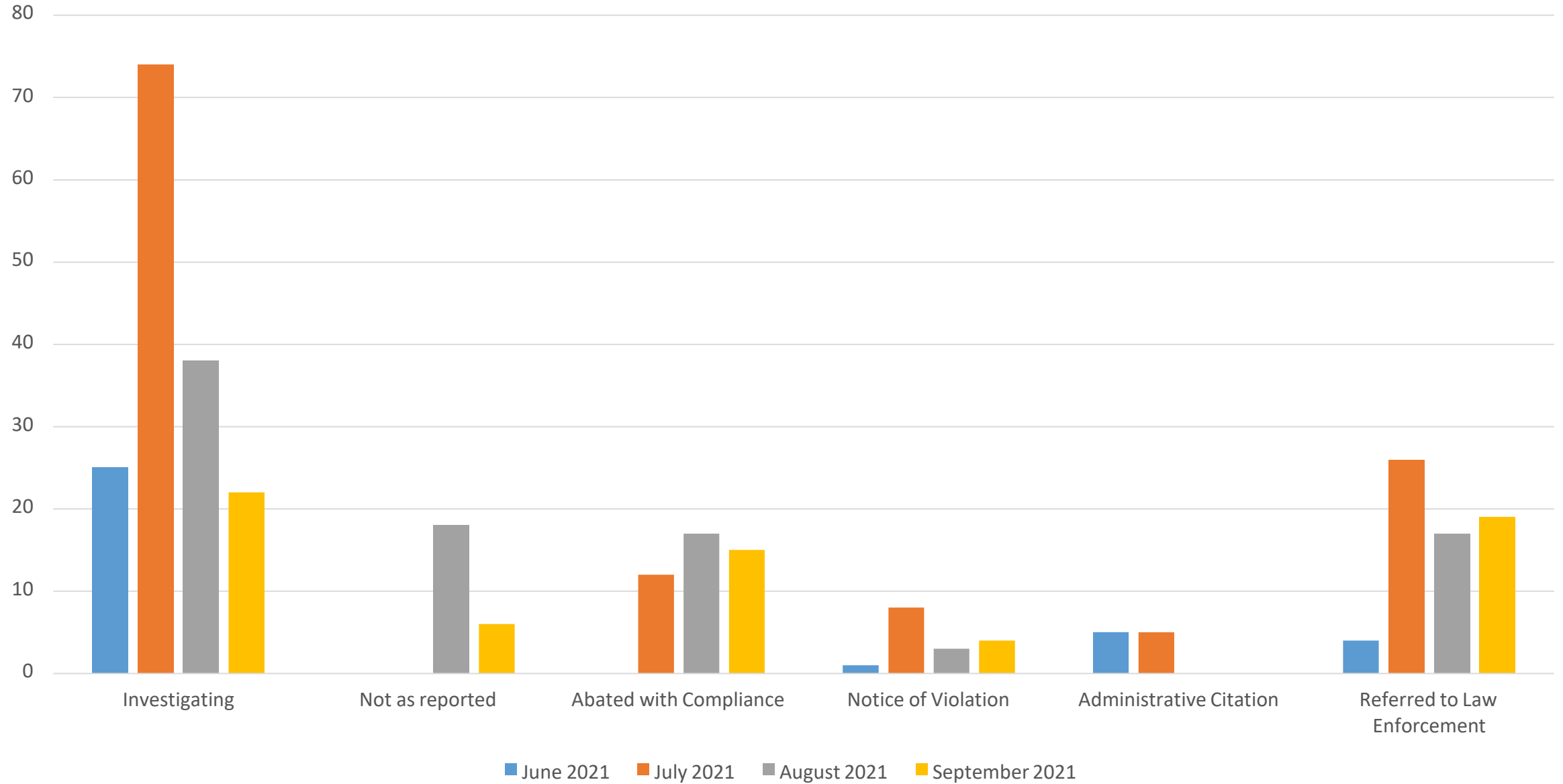
### CODE ENFORCEMENT DATA

NON-CANNABIS COMPLAINTS	June 2021	July 2021	August 2021	September 2021	
Mendocino Historical Review Board	0	0	0	1	
Stormwater	1	0	1	0	
Health Order Violations	4	3	3	4	
Abandoned Vehicles	6	26	16	17	
Safety / Building / Zoning / Nuisance	6	69	27	25	
Total	17	98	47	47	
NON-PERMITTED CANNABIS COMPLAINTS					
Investigating	25	74	38	22	
Not as reported	0	0	18	6	
Abated with Compliance	0	12	17	15	
Notice of Violation	1	8	3	4	
Administrative Citation	5	5	0	0	
Referred to Law Enforcement	4	26	17	19	
Total	35	125	93	66	
IN PROGRAM COMPLAINTS					
Investigating	4	17	16	14	
Code Enforcement Compliance Achieved	0	0	1	18	
Notice of Violation	0	0	0	0	
Administrative Citation	0	0	0	0	
Total	4	17	17	32	
CANNABIS COMPLAINTS BY LOCATION					
Dos Rios				1	
Fort Bragg				1	
Hopland				1	
Point Arena				1	
Talmage				1	
Yorkville				1	
Calpella				2	
Potter Valley				2	
Covelo				5	
Laytonville				8	
Ukiah				8	
Redwood Valley				10	
Willits				24	
Total				65	
CANNABIS PLANTS ABATED					
Number	3682	3975	996	894	
Total				9547	
PENALTIES					
Number of Citations Issued	5	5	0	0	
Cannabis Compliance Outstanding Post Citation	7	5	5	1	
Amount of Penalties Issued	\$ 2,311,530.00	\$ 207,000.00	\$ 29,700.00	\$ -	
Amount of Penalties Collected	\$ 110,640.00	\$ 8,000.00	\$ -	\$ 685.00	

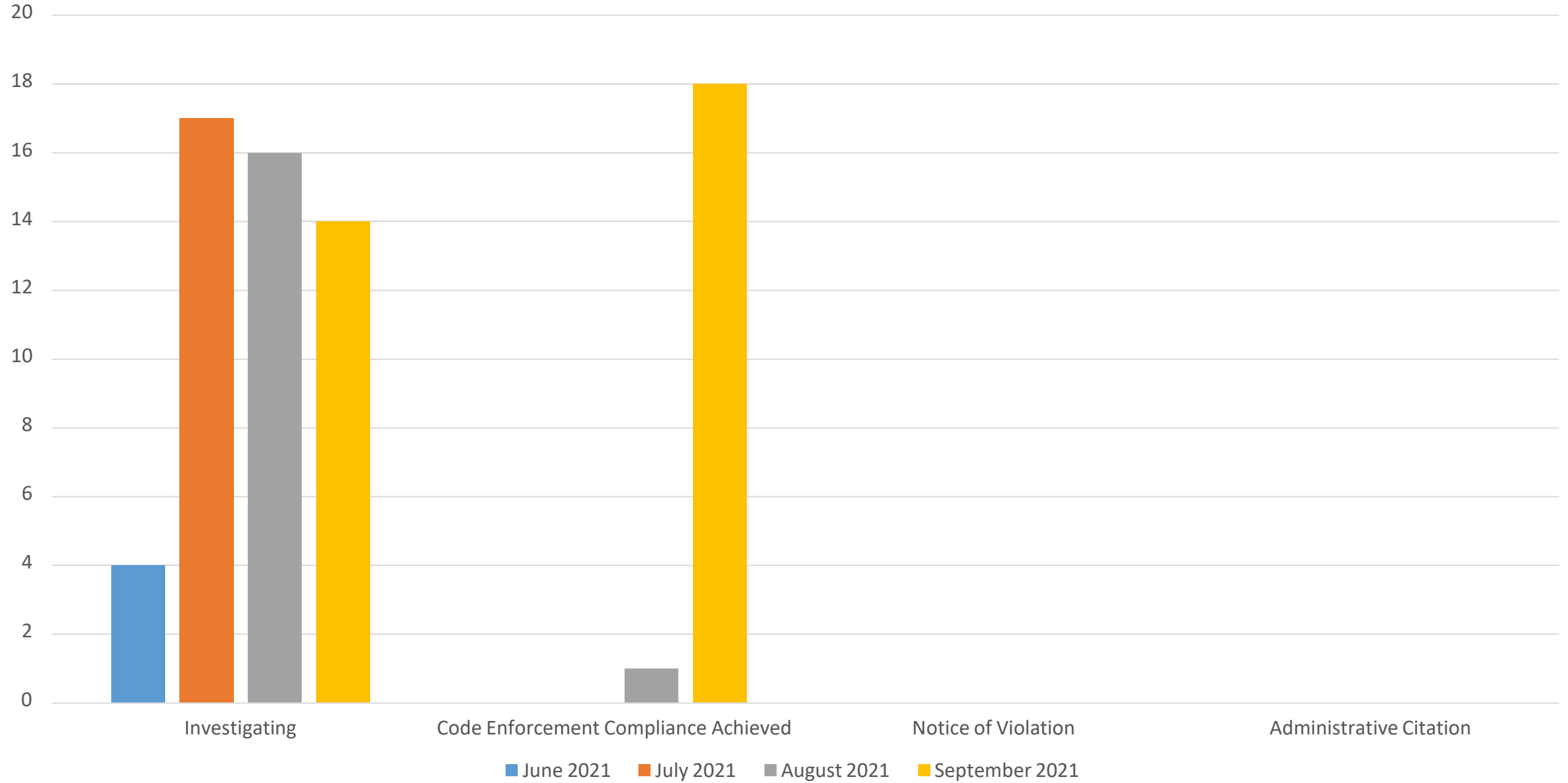
## CODE ENFORCEMENT – NON-CANNABIS COMPLAINTS



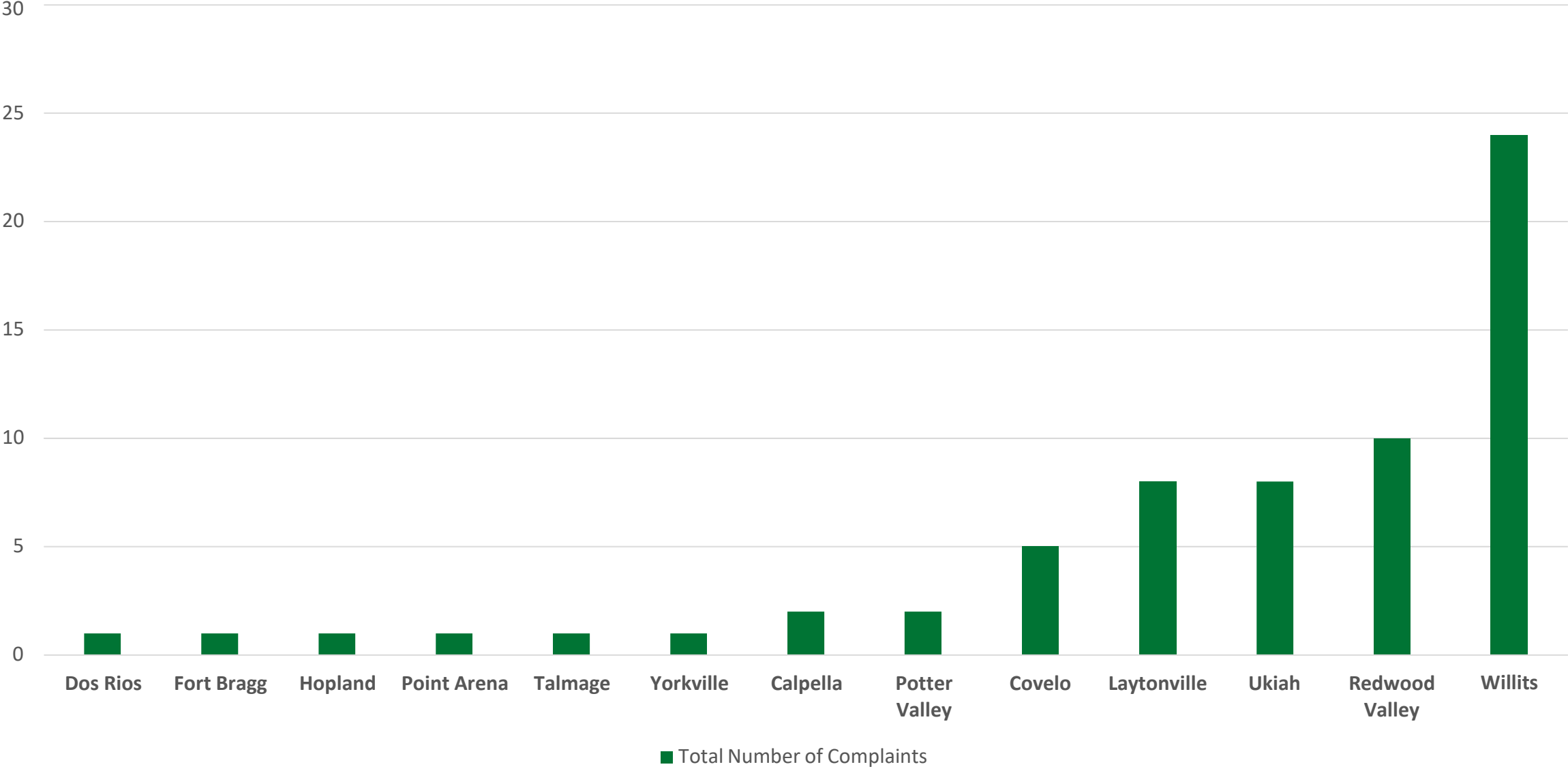
## CODE ENFORCEMENT – NON-PERMITTED CANNABIS COMPLAINTS



## CODE ENFORCEMENT – IN-PROGRAM CANNABIS COMPLAINTS

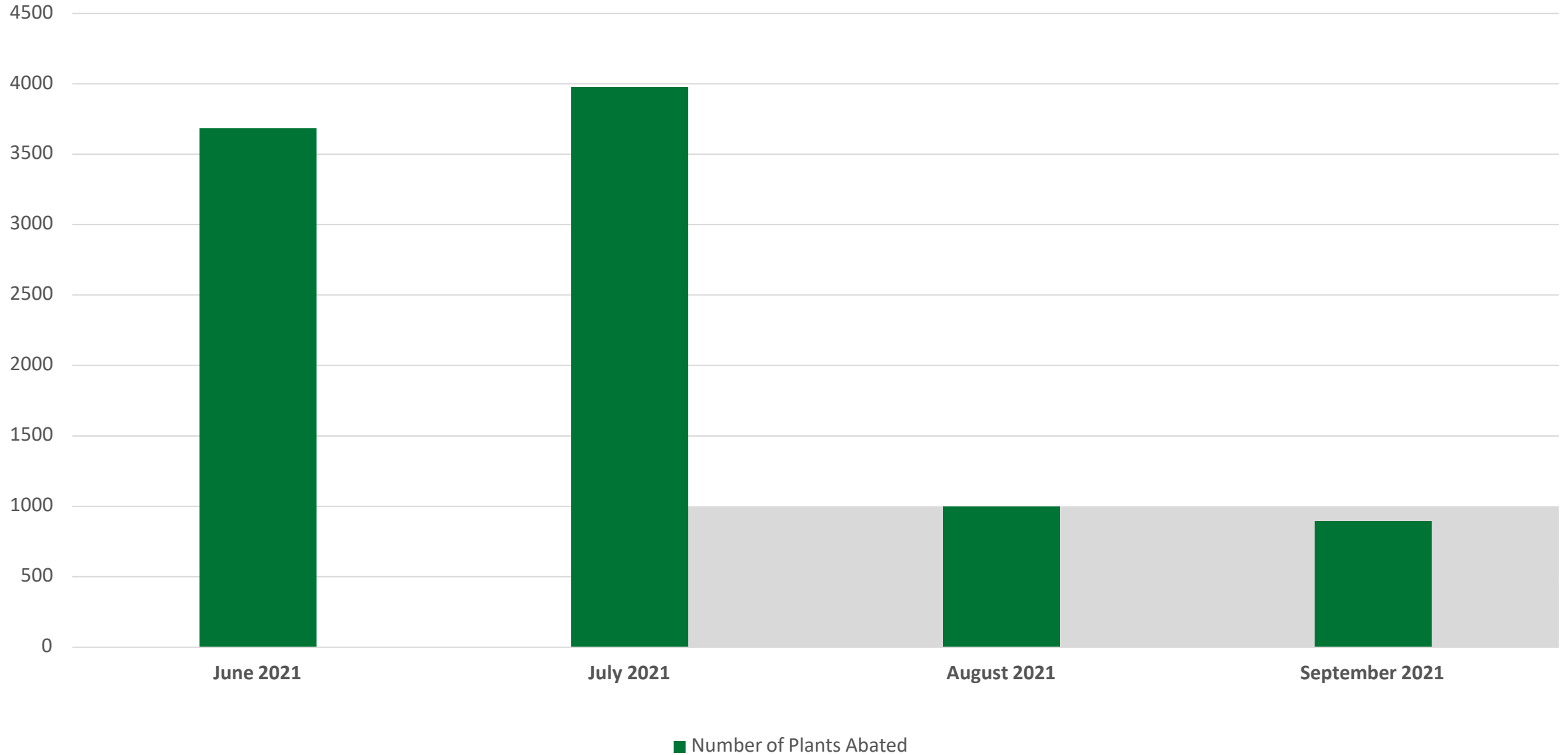


**CODE ENFORCEMENT – CANNABIS COMPLAINTS BY LOCATION  
SEPTEMBER 2021**

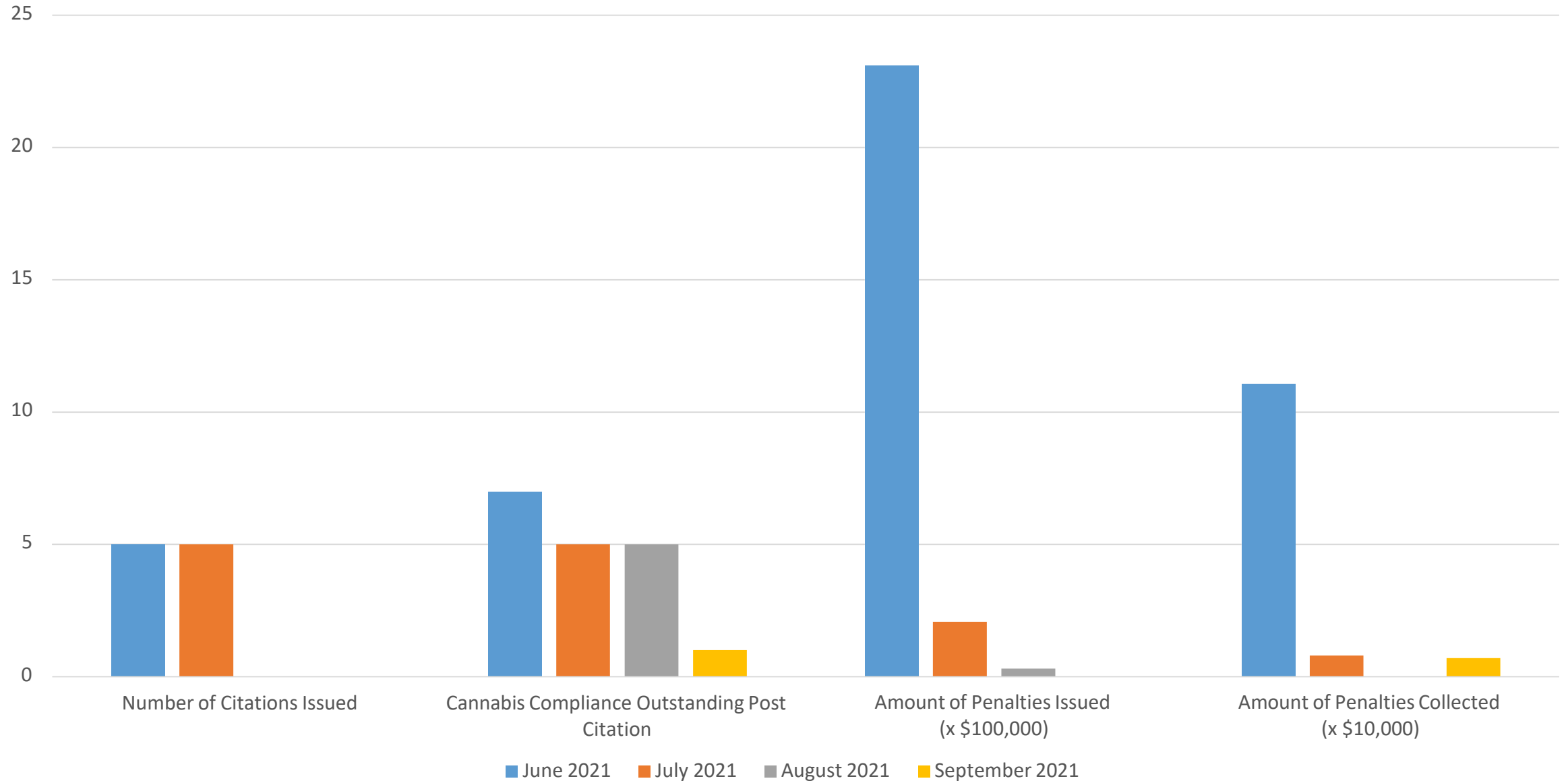




## CODE ENFORCEMENT – CANNABIS PLANTS ABATED



## CODE ENFORCEMENT – PENALTIES



## Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-86	9/14/21	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)	GENERAL CONSENSUS OF THE BOARD to Pause implementation of County Employee Covid Testing program while staff is trying to line up additional testing support and direction from both CAL OSHA and the federal government.	Human Resources/Public Health/Risk	ON HOLD	
21-85	9/14/21	6A)	Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest	FORMATION OF AN AD HOC COMMITTEE consisting of Supervisor Williams and Supervisor Gjerde regarding the fiscal year 21/22 budget process.	Board of Supervisors	IN PROCESS	
21-84	9/14/21	5H)	Chief Executive Officer's Report (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to request that the Auditors Office provide the Board with a monthly fiscal report.	Auditor-Controller	IN PROCESS	On-going.
21-83	9/14/21	5F)	Discussion and Possible Action Including Acceptance of a Presentation from Code Enforcement Division Regarding Current Data, Statistical Information and Overall Division Metrics (Sponsor: Planning and Building Services)	GENERAL CONSENSUS OF THE BOARD to direct the Executive Office to work with the Air Quality Management District and determine what their resources are and what other resources may be required to take the initial step of shutting down alder burns related to HIP camps.	Executive Office/Air Quality	IN PROCESS	
21-80	8/31/21	5C)	Discussion and Possible Action Including Acceptance of the Presentation of the Introduction of the Mendocino County Parks Needs Assessment Phase II by Blue Point Planning and Provide Direction to Consultant for Completion of Assessment (Sponsors: General Services Agency)	CREATION OF AN AD HOC COMMITTEE consisting of Supervisors Mulheren and McGourty to work with staff regarding the Parks Needs Assessment and to return to the Board at a later date with parks management options.	Board of Supervisors	IN PROCESS	County staff had a kick off meeting with the Parks Needs Assessment consultants on 9/16; coordination for the first meeting of the ad hoc will be initiated to discuss next steps.
21-79	8/31/21	6A)	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)	GENERAL CONSENSUS OF THE BOARD to Direct staff to return with an analysis regarding the amount of Transient Occupancy Tax funds received annually, where the funds came from, and how the funds were used in the last 10 years.	Executive Office/Treasurer-Tax Collector	IN PROCESS	9-9-21: Report ready through FY 19/20 waiting for Auditor Controller to close FY 20/21.
21-77	8/17/21	5A)	Discussion and Possible Action Including Appointment of an Ad Hoc Committee Regarding Responses to the 2021-2022 Grand Jury Report – Sponsor: County Counsel	GENERAL CONSENSUS OF THE BOARD to refer the Information Technology Grand Jury Report to the Information Technology Ad Hoc	Board of Supervisors	IN PROCESS	
21-75	8/3/21	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	GENERAL CONSENSUS OF THE BOARD to authorize the Sheriff to select one of the four listed attorneys for the scope of work articulated previously, and authorize the hiring of the Manning firm to represent the Sheriff, in the event that the he does not choose one of the four himself.	Sheriff	IN PROCESS	
21-74	8/3/21	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	GENERAL CONSENSUS OF THE BOARD to Direct staff to contract with counsel to provide Sheriff Kendall with a legal opinion in regards to the legality of the consolidation of Sheriff's IT department and the County's existing IS department.	County Counsel/Sheriff	IN PROCESS	
21-73	8/3/21	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	GENERAL CONSENSUS OF THE BOARD to Direct staff not to proceed with the consolidation of the Sheriff's IT department and the County's existing IS department until such time as a determination is made by way of an Attorney General opinion in regards to whether or not it is prohibited by the relevant government code sections.	County Counsel/Sheriff	IN PROCESS	
21-72	8/3/21	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	GENERAL CONSENSUS OF THE BOARD to Direct the Mendocino County Human Resources Department to implement a policy regarding proof of COVID-19 vaccination for vaccinated employees and regular testing for unvaccinated employees, as an example for all other employers in Mendocino County.	Human Resources	IN PROCESS	

Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
	9/28/21			FORMATION OF AN AD HOC COMMITTEE comprised of Supervisors Gjerde and Haschak to focus on issues concerning Housing in Mendocino County.		IN PROCESS	
21-69	7/19/21	3)	Public Expression	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 administerial permits related to chapter 22.18.	County Counsel/Environmental Health	IN PROCESS	
21-66	6/22/21	5G)	Discussion and Possible Action Including Direction to Staff to Draft an Ordinance Making Amendments to Chapter 22.18 of the Mendocino County Code, Including, But Not Limited To, Imposing a Phased Cap on the Size of Cannabis Cultivation Sites Initially of One or Two Acres Per Parcel – Sponsor: County Counsel	GENERAL CONSENSUS OF THE BOARD to direct staff to return with an amended ordinance including language for reducing the cap on cannabis cultivation to 2 acres for a limited time, leaving a cap of 10 percent of the total parcel size in place, and returning by way of public hearings every three years beginning on January 1, 2023 to possibly increase the cap over time, with 5 acres possible on January 1, 2026 and up to ten acres maximum possible no sooner than January 1, 2029.	County Counsel	IN PROCESS	
21-65	6/22/21	4AX)	Adoption of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation Sites	GENERAL CONSENSUS OF THE BOARD: Direct County Counsel to make edits to the Memorandum previously released to the full Board regarding the effect of referenda on the Cannabis Ordinance.	County Counsel	IN PROCESS	
21-60	6/9/21	5A)	Noticed Public Hearing - Discussion and Possible Action Including Approval of the Mendocino County Proposed Budget for Fiscal Year (FY) 2021-22, Including All Recommended Actions and Adjustments – Sponsors: Executive Office and Auditor-Controller	GENERAL CONSENSUS OF THE BOARD to direct the Executive Office to present an updated Vehicle Replacement Plan/program, including timelines for implementation.	Executive Office	IN PROCESS	Facilities staff are working with the Executive Office Fiscal Team on a vehicle replacement program and formula and anticipate presenting during the First Quarter Budget.
21-57	6/8/2021	5E)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2021-22, Including All Recommended Actions and Adjustments – Sponsors: Executive Office and Auditor-Controller	GENERAL CONSENSUS OF THE BOARD to Direct staff to review the Boonville Fairgrounds as a potential site for Community Resource Center/public use during outage	Executive Office	IN PROCESS	
21-56	6/8/2021	5E)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2021-22, Including All Recommended Actions and Adjustments – Sponsors: Executive Office and Auditor-Controller	GENERAL CONSENSUS OF THE BOARD to Direct staff to return with an alternate plan for a Pilot Program utilizing both generator and solar options rather than relying on gas powered generators in the event of mass outages throughout the County.	Executive Office	IN PROCESS	Facilities staff are working on an energy assessment of the County's owned real property. It is anticipated that the results of this assessment will include potential projects for Board consideration.
21-49	5/11/21	4A)	Direction to Staff to Begin Fully Assessing, Billing and Collecting Cannabis Business Tax, in the Current Calendar Year, to Initially Focus Expanded Application on Unlawful Cannabis Cultivation Sites that are Subject to Other Enforcement Action; Further to Direct Treasurer Tax Collector, County Counsel and Code Enforcement to Provide a Report at the End of the Year with Recommendations (Sponsor: Supervisor Williams)	GENERAL CONSENSUS OF THE BOARD to direct staff to return at a future meeting with an agenda item regarding the minimum tax required for cannabis cultivation, including information regarding the appeals process of said cannabis tax.	Cannabis/Treasurer-Tax Collector	IN PROCESS	The program plans to focus on this in November, after the Portal and other items are completed.
21-46	5/4/21	5B)	Discussion and Possible Action Regarding Presentation of the Third Quarter Budget Report on the Status of County Departmental Budgets and Executive Office Recommendations for Fiscal Year (FY) 2020-21; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to direct the Executive Office to work with Department Heads in developing suggestions for one time expenses that will reduce ongoing expenses.	Executive Office	IN PROCESS	

Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-45	5/4/21	5B)	Discussion and Possible Action Regarding Presentation of the Third Quarter Budget Report on the Status of County Departmental Budgets and Executive Office Recommendations for Fiscal Year (FY) 2020-21; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to Direct Staff to have all County-Wide Public Facing services/Permit Applications be made available online by the end of calendar year 2021, starting with PBS and Cannabis as a priority; further, that staff is directed to work with the IT Ad Hoc to prioritize the remaining public facing services/permit applications.	Cannabis/Information Services	IN PROCESS	Permit Portal Updates are included in monthly CEO Reports. Weekly Cannabis Technical Team meetings are ongoing and currently focused on monitoring and trouble shooting Portal implementation, and the development of electronic renewal application which we hope to provide the public before the end of the year. Phase 3 application development will be scheduled for development as this pathway is made clear.
21-44	5/4/21	5B)	Discussion and Possible Action Regarding Presentation of the Third Quarter Budget Report on the Status of County Departmental Budgets and Executive Office Recommendations for Fiscal Year (FY) 2020-21; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to Direct PBS Staff to work with the Executive Office to bring back an estimation of the costs associated with bringing the Planning and Building Services permit program online	Planning & Building Services/Executive Office	IN PROCESS	
21-36	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to come back with a plan to curtail water hauling under phase one and a plan for enforcement regarding water hauling restrictions going forward	Cannabis	IN PROCESS	
21-34	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to include the implementation of a tracking log regarding emergency water hauling for cannabis cultivation including information regarding gallonage, hauling company, source of water, and date.	Cannabis	IN PROCESS	Will be on-going for the Department. Note that additional direction was provided by the Board on 6.22.2021 regarding water hauling, with direction to Counsel to address water hauling sources during the drought.
21-33	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct oak woodlands Ad Hoc to provide a status report on the oak woodlands ordinance to the full board within 60 days	Planning & Building Services	IN PROCESS	Outreach has been made to the Ad Hoc created, no meetings have yet been scheduled with staff.
21-31	4/27/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD direct staff to bring back a future agenda item regarding hydrological studies and groundwater requirements for agricultural sites exceeding 1500 gallons of pumped water per day by water well	Planning & Building Services/Environmental Health	IN PROCESS	9-12-2021: Reviewing notes to see if this was beyond the inclusion in the draft of Chapter 22.18. Environmental Health will be included as well. Referendum filed.
21-30	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to notify phase 1 applicants to complete submittal of documents within 60 days.	Cannabis	IN PROCESS	Relates to Portal - Portal is currently live and active.

Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-26	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to include language regarding discouragement of fencing unless deemed appropriate through the planning commission process, providing it is not deemed otherwise necessary.	Planning & Building Services	IN PROCESS	Will be included in the next draft of the ordinance. Will be included in guidance document that was authorized for the Department to create as part of Chapter 22.18.
21-22	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	GENERAL CONSENSUS OF THE BOARD to direct staff to make a deadline publicly available by the end of April for phase 1 applications/requests for information to be completed.	Cannabis	IN PROCESS	Related to the Cannabis portal system for Phase 1 applicants to re-submit to the department.
21-21	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	BY ORDER OF THE CHAIR to direct staff to provide regular reports to the Board regarding Cannabis.	Cannabis	IN PROCESS	On-going. Committed to continually providing monthly updates via the CEO Report.
21-20	4/19/21	3B)	Noticed Public Hearing - Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Adopting Mendocino County Code Chapter 22.18 - Commercial Cannabis Activity Land Use Development Ordinance and Making Corresponding Amendments to Chapter 10A.17 - Mendocino Cannabis Cultivation Ordinance and Chapter 20.242 - Cannabis Cultivation (Sponsor: Planning & Building Services)	BY ORDER OF THE CHAIR direct staff to provide regular reports to the Board regarding Cannabis Code Enforcement monthly within the CEO Report, or on the regular agenda as needed.	Planning & Building Services	IN PROCESS	On-going. First report was provided as part of CeO report for the 6.22.2021 BOS meeting.
21-17	3/23/21	5C)	Discussion and Possible Action Including Adoption of Resolution Adopting a New Classification - Director of Information Services (Chief Information Officer), Salary No. 6298; and Amending the Position Allocation Table as Follows: Budget Unit 1960, Add 1.0 FTE Director of Information Services (Chief Information Officer) (Sponsor: Human Resources)	GENERAL CONSENSUS OF THE BOARD: Direct staff to look into the titles of both the "Information Services" department and the proposed "Chief Information Officer" position and see if a switch in titles to include "Information Technology" would be less misleading.	Human Resources	IN PROCESS	
21-15	3/22/21	3B)	Discussion and Possible Action Regarding Presentation to the Board of Supervisors from Behavioral Health and Recovery Services on Status Report of Activities Related to the Mental Health Treatment Act Citizen's Oversight Committee Projects and Programs (Sponsor: Health and Human Services Agency)	GENERAL CONSENSUS OF THE BOARD: Conduct an annual independent audit of Measure B Funds.	Auditor-Controller	IN PROCESS	
21-12	3/9/21	6B)	Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest	GENERAL CONSENSUS OF THE BOARD to include cannabis in the Crop Report going forward, and request an addendum regarding 2019 cannabis data to be reviewed by Supervisor McGourty and included on an upcoming Consent Calendar.	Agriculture/Board of Supervisors	IN PROCESS	7-8-21: We worked with Cal Cannabis and the MCA to send cannabis production surveys. We had very limited results. We also reached out to the county auditor, the treasurer and Kristin Nevedal, Cannabis Program Manager.
21-07	3/9/21	5D)	Discussion and Possible Action Regarding Presentation of the Fiscal Year (FY) 2020-21 Mid-Year Budget Report on the Status of County Departmental Spending and Revenues For FY 2020-21 and Executive Office Recommendations; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD direct staff to provide analysis of how much the county is collecting from different entities, in order to determine how many of the cannabis tax payers are paying the minimum versus how many are paying a percentage of revenue	Auditor/Cannabis/Treasurer/PBS	IN PROCESS	9-15-21: Supervisor Williams has since requested the 'tax roll' from the TTC. Kristin will reach out for this information and provide a data update sometime in November.

Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-06	3/9/21	5D)	Discussion and Possible Action Regarding Presentation of the Fiscal Year (FY) 2020-21 Mid-Year Budget Report on the Status of County Departmental Spending and Revenues For FY 2020-21 and Executive Office Recommendations; and Adoption of Resolution Amending the FY 2020-21 Adopted Budget (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to Direct the Executive Office, Planning and Building Services, and Auditor's Office to work together to clarify projections of the cannabis tax revenue based on the Planning Departments estimate of how many of these farms will make it to annual license stage.	Executive Office/Planning & Building Services/Auditor	IN PROCESS	
21-04	2/23/21	6B)	Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest	GENERAL CONSENSUS OF THE BOARD to include Measure B direction as a special topic on an upcoming agenda.	Health and Human Services Agency	IN PROCESS	
20-70	1/5/21	4O)	Adoption of Ordinance Amending Mendocino County Code Chapters 1.04, 1.08 and 16.30 Relating to Code Enforcement Procedures and Regulations, Including Administrative Penalty Increases Relating to Stormwater, Cannabis and Building Violations	DIRECTIVE: GENERAL CONSENSUS OF THE BOARD to direct staff to send 5 day notice via certified mail (in relation to agenda item 4o)	Planning & Building Services	IN PROCESS	
20-67	11/17/20	5C)	Discussion and Possible Action Regarding Presentation of the First Quarter Budget Report on the Status of County Departmental Spending and Revenues for Fiscal Year (FY) 2020-21 and Executive Office Recommendations for FY 2020-21 (Sponsor: Executive Office)	Approve recommendations with the exception of increased contribution to the health care plan and direct staff to bring back a comprehensive proposal to shore up health care plan.	Executive Office	IN PROCESS	Update to the BOS coming forward August 2021.
20-66	11/3/20	5G)	Discussion and Possible Action Including Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying the Ordinance of the Ukiah Valley Fire District Adopting the 2019 Edition of the California Fire Code with Amendments, Regulating and Governing the Safeguarding of Life and Property from Fire and Explosion and for Providing for the Issuance of Permits, Repealing All Other Ordinances and Parts of Ordinances of the Ukiah Valley Fire District in Conflict Herewith (Sponsor: County Counsel)	BY ORDER OF THE CHAIR Agenda Item 5g) is tabled to a later date	County Counsel	IN PROCESS	
20-66	11/3/20	5G)	Discussion and Possible Action Including Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying the Ordinance of the Ukiah Valley Fire District Adopting the 2019 Edition of the California Fire Code with Amendments, Regulating and Governing the Safeguarding of Life and Property from Fire and Explosion and for Providing for the Issuance of Permits, Repealing All Other Ordinances and Parts of Ordinances of the Ukiah Valley Fire District in Conflict Herewith (Sponsor: County Counsel)	GENERAL CONSENSUS OF THE BOARD to provide direction to staff and to the Districts to respond to concerns raised raised in public comment, to work on changes to District Ordinances and bring those back to the board in the future so that the Districts may take an action upon them.	County Counsel	IN PROCESS	
20-60	9/1/20	5N)	Discussion and Possible Action Including Adoption of Urgency Ordinance Enacting Temporary Restrictions on Covid-19 Pandemic Related Commercial and Residential Evictions (Sponsor: County Counsel)	GENERAL CONSENSUS OF THE BOARD to withdraw this item from the agenda and direct County Counsel to bring Item 5N back if it and when it appears appropriate to do so	County Counsel	IN PROCESS	
20-58	8/18/20	4R)	Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying Hopland Fire Protection District's Ordinance No. 20-1, amending "Fire Safety Ordinance" to adopt, by reference, and amend selected provisions, chapters, and appendices of the California Code of Regulations, Title 24, 2019 Edition of the California Fire Code, to Adopt Local Findings, and to Make Technical and Administrative Revisions to the Fire Safety Ordinance	GENERAL CONSENSUS OF THE BOARD to table item 4R),to a later date.	County Counsel	IN PROCESS	
20-57	8/18/20	4P)	Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying the Ordinance of the Ukiah Valley Fire District adopting the 2019 Edition of the California Fire Code with Amendments, Regulating and Governing the Safeguarding of Life and Property from Fire and Explosion and for Providing for the Issuance of Permits, Repealing All Other Ordinances and Parts of Ordinances of the Ukiah Valley Fire District in Conflict Herewith	GENERAL CONSENSUS OF THE BOARD to table item 4P),to a later date.	County Counsel	IN PROCESS	

Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
20-56	8/18/20	4O)	Adoption of Resolution of the Mendocino County Board of Supervisors Ratifying Redwood Valley-Calpella Fire Protection District's Ordinance No. 20-1, amending "Fire Safety Ordinance" to adopt, by reference, and amend selected provisions, chapters, and appendices of the California Code of Regulations, Title 24, 2019 Edition of the California Fire Code, to Adopt Local Findings, and to Make Technical and Administrative Revisions to the Fire Safety Ordinance	GENERAL CONSENSUS OF THE BOARD to table item 4O),to a later date.	County Counsel	IN PROCESS	
20-55	8/18/20	5A)	Discussion and Possible Action Including an Update Associated with the Novel Coronavirus (COVID-19), Including Possible Direction Regarding Essential Services in Mendocino County, Operational Preparation and Response, and Associated County-wide Economic Impacts (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to appoint an ad hoc, consisting of Supervisors Brown and Gjerde, to work on staffing continuity issues related to COVID-19.	Board of Supervisors	IN PROCESS	
20-53	8/4/20	5D)	Discussion and Possible Action Including Direction to Staff Regarding tProject Homekey (Sponsor: Executive Office)	GENERAL CONSENSUS OF THE BOARD to form an Ad Hoc Committee, including Supervisors Williams and Gjerde, to work with the City of Fort Bragg on housing.	Board of Supervisors	IN PROCESS	
	7/14/20	5F)	Discussion and Possible Action Including Direction to Staff on Potential Options to Streamline the Business License Process and Amend Regulations contained in Title 6 of County Code, "Business License Regulations," in Response to Board Direction Received January 7, 2020 to Chapter 6.04 of County Code in Response to Board Direction from January 7, 2020	GENERAL CONSENSUS OF THE BOARD to direct staff to proceed with Streamlining Actions 1 and 2 listed in the attached Memo titled "Mendocino County Code Chapter 6.04, Business Licenses."	Executive Office/Planning & Building/Treasurer-Tax Collector	IN PROCESS	
20-49	7/14/20	5F)	Discussion and Possible Action Including Direction to Staff on Potential Options to Streamline the Business License Process and Amend Regulations contained in Title 6 of County Code, "Business License Regulations," in Response to Board Direction Received January 7, 2020 to Chapter 6.04 of County Code in Response to Board Direction from January 7, 2020	GENERAL CONSENSUS OF THE BOARD to direct to Staff to proceed with streamlining Title 6 Regulations One and Two	Executive Office/Planning & Building/Treasurer-Tax Collector	IN PROCESS	In the PBS work plan approved on September 22, this item was prioritized for completion in the FY 2020-21 year. Cannabis workload and other priority projects are taking precedence at this time. With work on cannabis, department has not been able to initiate work on this. Will be moving to FY 2021-2022 work priorities.
20-44	6/10/20	5B)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	GENERAL CONSENSUS OF THE BOARD Direct Sheriff's Office to present an MOU between the County and Courts along with a cost analysis of the Donovan Room remodel to convert to a courtroom at Adopted on June 23, 2020	Sheriff	ON HOLD	The Sheriff prepared a follow-up item for Board consideration, but pulled it from the agenda after publication. The Sheriff intends to support updates of other expired County/Court MOUs before bringing this back to the Board.
20-41	6/9/20	5A)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	BY ORDER OF THE CHAIR to review and possibly reduce amount of Agreement with Liebert Cassidy Whitmore for outside counsel related to labor negotiations	Executive Office	IN PROCESS	
20-40	6/9/20	5A)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	GENERAL CONSENSUS OF THE BOARD to request clarification of terms from HHSA regarding Sonoma County LEMSA Agreement to bring back to the Board as a separate agenda item	Health and Human Services Agency	IN PROCESS	
20-38	6/9/20	5A)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	GENERAL CONSENSUS OF THE BOARD to reduce TOT expectations for the general fund from 4.5 million to 3.9 million	Executive Office	IN PROCESS	
20-37	6/9/20	5A)	Noticed Public Hearing - Discussion and Possible Action to Approve the Mendocino County Proposed Budget for Fiscal Year (FY) 2020-21, Including All Recommended Actions and Adjustments (Sponsors: Executive Office and Auditor-Controller)	GENERAL CONSENSUS OF THE BOARD to include line item for fire departments for the TOT collection at local campgrounds, totaling 65%	Executive Office	IN PROCESS	



Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
20-31	4/28/20	5B)	Discussion And Possible Action Including Adoption Of An Urgency Ordinance Deferring Remittance Of Returns And Taxes, Without Penalty, Pertaining To The Transient Occupancy Tax (Tot) And The Lodging Business Improvement District (Bid) Assessment Due By Non Agent Lodging Operators On April 30, 2020 Until July 31, 2020 - Sponsor: County Counsel	IT IS ORDERED that the Board of Supervisors adopts Urgency Ordinance deferring remittance of returns and taxes, without penalty, pertaining to the Transient Occupancy Tax (TOT) and the Lodging Business Improvement District (BID) Assessment due by non-agent lodging operators on April 30, 2020 until July 31, 2020.	County Counsel	IN PROCESS	
20-23	3/20/20	5A)	Discussion And Possible Action Including An Update Associated With The Novel Coronavirus (Covid-19), Including Possible Direction Regarding Essential Services In Mendocino County, Including Policies In Light Of The Covid-19 Pandemic And An Update On Temporary Closures And/or Reductions In County Facilities And/or Services - Sponsor: Executive Office	GENERAL CONSENSUS OF THE BOARD to direct to staff to prepare a letter of advocacy in relation to In Home Supportive Services during this emergency.	Executive Office	IN PROCESS	
20-21	3/10/2020	6A)	Discussion And Possible Action Including: 1) Direction To The Mendocino County Director Of Health And Human Services To Request Aggregate Patient Outcome Data From Redwood Quality Management (RQMC) And Subcontractors Disseminate With Trends Analysis; 2) Direction To The Chief Executive Officer To Return With Options Regarding A Request For Proposal Process For Adult Mental Health Services; And 3) Direction To The Chief Executive Officer To Return With Estimate Of Mental Health Funds Available For Repurpose To Meet Measure B Promises (Continued From The February 25, 2020, Board Of Supervisors Meeting) - Sponsor: Supervisor Williams	IT IS ORDERED that the Board of Supervisors 1) directs Mendocino County Director of Health and Human Services to request existing aggregate patient outcome data from Redwood Quality Management Company and subcontractors, with referral to Behavioral Health Advisory Board for analysis; 2) directs staff to consult with Behavioral Health Advisory Board and return with for request for proposal process for Adult Mental Health Services; and 3) directs CEO to return with estimate of Mental Health funds available for repurpose to meet Measure B promises.	Health and Human Services Agency	IN PROCESS	
20-19	3/10/20	5C)	Discussion And Possible Direction To Staff Regarding The Preparation Of Mendocino County's Fiscal Year (FY) 2020-21 Budget - Sponsor: Executive Office	GENERAL CONSENSUS OF THE BOARD to direct staff to fund the General Reserve level to 6.35% of prior year General Fund Appropriation per Policy #32, \$13,500,161, if funding is available.	Executive Office	IN PROCESS	
20-13	2/4/20	6C)	Discussion and Possible Action Regarding Implementation of Measure V, "Declaring Intentionally Killed and Left Standing Trees a Public Nuisance" (Sponsors: Supervisors Haschak and Williams)	The Board of Supervisors directs County Counsel to return on the March 24, 2020, Regular meeting with an enforcement plan, focused on mitigating expense; and affirm our intention to collaborate with industry to research compliance with willingness to fast track alternatives where possible.	County Counsel	IN PROCESS	
20-10	1/21/20	6C)	Discussion and Possible Action Regarding Formal Request for a Subsidy Price Estimate from Mendocino Coast Healthcare District (MCHD), Transferable to Adventist Health, for One Advanced Life Support (ALS) Ambulance to Be Used Primary for the 101 Corridor in Collaboration with Coastal Valleys EMS Agency, for 911 Responses and Inter-Facility Transfers, as Appropriate	Direct Coastal Valleys EMS to perform fiscal analysis of current system and potential enhancements.	Executive Office	IN PROCESS	
20-08	1/21/20	5C)	Discussion And Possible Action Including An Update On Energy Efficiency Project Identification Efforts Underway; And Provide Possible Direction To Staff To Conduct A Competitive Process To Procure A Contractor For Identification And Implementation Of Energy Efficiency Projects - Sponsor: Executive Office	Upon motion by Supervisor Gjerde, seconded by Supervisor Williams IT IS ORDERED that the Board of Supervisors directs staff to request Aircon to provide information they've produced to date, in their assessment of County buildings; and present any info, including information from AirCon with Sonoma's Sonoma Sustainability Division County for their assessment of County of Mendocino facilities for efficiency improvements that will have a payback within the life of the improvements; and including the payback on optional solar project	Executive Office	IN PROCESS	

Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
20-03	1/7/20	6B)	Discussion and Possible Action Regarding Board Priorities and Development of a Long Term Strategic Plan for Mendocino County to Address the County's Budget, Staffing, Mission Statement, and Operations and Issues Such As Fire Response, Homelessness, Cannabis, Housing and Economic Development (Sponsors: Supervisor Haschak and Supervisor Gjerde)	Direct staff to review existing County plans and consolidate those goals and objectives into a single draft document and bring that back to the board within the next 60 days.	Executive Office	IN PROCESS	01/13/2020 - Discussed at the Department Head meeting on January 8, 2020. Requested Department Heads to submit to the Executive Office.
20-01	1/7/20	5H)	Discussion and Possible Action Regarding Approval of Request from Mental Health Treatment Act Citizen's Advisory Committee for Board of Supervisors to Direct County Counsel to Conduct Legal Evaluation, Research Analysis, and Assessment of Adventist Health Partnership Legality; Including Restriction, Necessary Control, Implications, and Compliance Regarding the Possible Use of Public Tax Dollars to Fund Operations of a Private Entity (Sponsor: Mental Health Treatment Act Citizen's Advisory (Measure B) Committee)	Upon motion by Supervisor, seconded by Supervisor, IT IS ORDERED that County Counsel to review all questions raised in the City of Willits Resolution; and to Review Item #6 on Committee's List of Questions first before proceeding.	County Counsel	IN PROCESS	
D94	11/19/19	6A)	Discussion and Possible Action Including Direction for Health and Human Services to Author a Jobs for Homeless Initiative Plan with Supervisor Williams Targeted at Offering Employment Opportunities to Homeless Persons in Collaboration with Government Agencies and Private Industry; and Returning to Board of Supervisors for Approval - Sponsor: Supervisor Williams	Upon motion by Supervisor Williams, seconded by Supervisor Gjerde, IT IS ORDERED that the Board of Supervisors directs Health and Human Services to author a Jobs for Homeless Initiative plan with Supervisor Williams targeted at offering employment opportunities to homeless persons in collaboration with government agencies and private industry; and return to the Board of Supervisors for approval.	Health and Human Services Agency	IN PROCESS	
D95	11/19/19	5F)	Discussion And Possible Action Including Acceptance Of Presentation Regarding Emergency Medical Services (Ems) In Mendocino County, Including But Not Limited To Potential Local Emergency Medical Services Agency (Lemsa) Models - Sponsor: Health And Human Services Agency And Executive Office	Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors accepts presentation regarding Emergency Medical Services in Mendocino County, including potential Local Emergency Medical Services Agency models; and directs staff to approach Sonoma County regarding a Joint Powers Agreement for EMS Services.	Health and Human Services Agency	IN PROCESS	
D84	11/12/19	6A)	Discussion and Possible Action Including Acceptance of Presentation from Zero Waste Mendo (Sponsors: Supervisor McCowen and Gjerde)	The Board of Supervisors accepts presentation from Zero Waste Mendo; and directs Executive Office to work with Zero Waste Mendo to prioritize auditing of the County Facilities and refers subject to Climate Action Advisory Council.	Executive Office	IN PROCESS	01/14/2020 - Waste audit scheduled for the week of January 27, 2020. 10/16/20 Waste audit was completed, draft report has been received. Pandemic and wildfires have kept effort on hold.
D82	11/12/19	6C)	Discussion and Possible Action Including Direction to Staff to Develop a Cannabis Cultivation Amnesty Transition Pathway	The Board of Supervisors directs the Executive Office to convene a regional county forum to identify and address state barriers to successful permitting and explore economic development through regional cooperative models; directs the Cannabis Cultivation ad hoc to work with staff and stakeholders and report to the Board within 60 days with recommendations for streamlining the cultivation ordinance; directs staff to develop an equity program application that prioritizes capital assistance to legacy growers to address environmental and building compliance issues and directs Cannabis Cultivation Ad Hoc committee to work with staff and stakeholders to develop criteria and timing for re-opening the permitting process for legacy growers who did not come forward in phase 1 except in Sunset zones.	Cannabis	IN PROCESS	Cultivation adhoc working with staff. Kickoff meeting held at 2019 CSAC Conference. 01/13/2020 - Next meeting in January 2020.

Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
D81	11/12/19	6D)	Discussion and Possible Action Including Direction to Staff to Author a Specification Document Outlining Document Digitalization Plan	The Board of Supervisors directs staff to author a specification document outlining document digitalization plan including equipment and personnel needs, tentative schedule, training, file naming convention, public access, redaction, redundant offsite storage and an associated cost analysis.	Executive Office	IN PROCESS	01/13/2020 - The Executive Office is meeting in mid January 2020 to kick start the discussions regarding County-wide digitization. October 2020: Further efforts are underway with Information Services and the Executive Office.
D95	11/5/19	5E)	Discussion and Possible Action including direction to staff regarding Board of Supervisors General Government Standing Committee referral of Adoption of any New Taxes in time for the March 2020 elections - Sponsor: Count Counsel and Government Committee	Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors directs County Counsel to prepare an Ordinance to apply the Transient Occupancy Tax towards private campgrounds, with 75% revenue directed at local fire agencies, and 25% at the discretion of the Mendocino County Fire Chiefs Association recommendation annually on a general tax in <u>unincorporated areas</u> .	County Counsel	IN PROCESS	
D96	11/5/19	6D)	Discussion And Possible Action Including Direction To Staff To Establish Data Reporting And Charting Website - Sponsor: It Ad Hoc Committee: Supervisors Williams And Gjerde	Discussion and Possible Action including direction to staff to establish data reporting and charting website - Sponsor: IT and Ad Hoc Committee: Sponsor: IT Ad Hoc committee: Supervisor Williams and Gjerde.	Executive Office - Information Services	IN PROCESS	At the 12/17/19 BOS meeting, Supervisor Williams made mention of direction to staff from a previous meeting, with regard to directive posting stats. Here is the motion/direction he referenced from the 11-5-19 meeting in the town of Mendocino, item 6d): "Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors directs staff to continue collaboration with IT Ad Hoc Committee to establish a data reporting and charting website with automated publication of key data, taking requests from department heads, Supervisors and the Executive Office" 01/13/2020 - Supervisor Williams working with IS staff on potential solutions.
D97	11/5/19	6B)	Discussion and Possible Action regrading recommendations of the Cannabis Economic Development AD Hoc Committee - Sponsor: Cannabis Economic Development Ad Hoc committee (Supervisor Gjerde, and Williams	Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors directs staff to continue pursuing the opportunities presented by the Cannabis Economic Development Ad Hoc Committee, following strategic plan addendum provided by Mendocino Cannabis Alliance, with an added focus of facilitating collectives.	Cannabis	IN PROCESS	
D75	10/1/19	5E)	Discussion And Possible Action Including Board Direction To Staff Regarding Potential Amendment To Chapter 18.23 Of The Mendocino County Code (Class K Ordinance), To Remove The Square Foot Maximum Restrictions For Limited Density Rural Dwellings - Sponsor: Planning & Building Services	IT IS ORDERED that the Board of Supervisors provides direction to staff regarding an amendment to Chapter 18.23 of the Mendocino County Code, more commonly known as the Class K Ordinance to remove the square foot maximum restriction for limited density rural dwellings <u>with sprinklers</u> .	Planning & Building Services/County Counsel	IN PROCESS	01/14/2020 - Forecasted for the Board of Supervisors to consider in March.
D99	9/17/19	6B)	Discussion and Possible Action Including Direction to the Chief Executive Officer and County Counsel to Determine Feasibility of Transitioning the Chief Probation Officer to Report to the Board of Supervisors - Sponsor: Supervisor Williams	Upon motion by Supervisor Williams, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors directs County Counsel and the Chief Executive Officer to draft an Ordinance regarding transitioning the Chief Probation Officer to report the Board of Supervisors and bring back to the Board of Supervisors for approval.	County Counsel	IN PROCESS	



## Behavioral Health and Recovery Services (BHRS) Update October 2021

### October is National Depression Education and Awareness Month:

- According to the National Institute of Mental Health (NIMH), 16.2 million adults in the U.S. suffer from a major depressive disorder. As a result, suicide is the third major cause of death for those aged 15 to 24 and is continuing to rise.
- If you are experiencing a mental health crisis and need help right away, call the Mental Health Crisis Line: (855) 838-0404
- Roughly 1/3 of individuals with a major depressive disorder also have a substance use disorder. Depression can raise the risk of substance abuse, as chemical intoxicants can be a way to self-medicate by numbing feelings of despair. If you are struggling with an alcohol or substance use disorder and co-occurring mental health issue, you're not alone. We're here to help.

### BHRS:

- All BHRS employees completed the mandatory annual Cultural and Linguistically Appropriate Services (CLAS) Standards Training. Behavioral Health services are expected to incorporate the 15 CLAS standards in to programs and client care. The training provides an overview and refresher of how BHRS implements the standards, including in policy, Cultural Responsiveness Plan, the Cultural Diversity Committee, and monitoring disparities in behavioral health services.
- On October 5, 2021, in response to the reduction in the COVID-19 pandemic Delta variant surge, the 24-hour COVID surge crisis support site that was providing continued evaluation and observation for individuals awaiting transport to an out-of-area psychiatric facility was closed. However, BHRS will continue to collaborate and support Redwood Community Services and Redwood Quality Management Services in providing transport for individuals to an out-of-area psychiatric facility, as needed.

### Mental Health Program:

- The Mental Health Services Act unit of Behavioral Health and Recovery Services completed the Public Comment period for the 3-Year Program Plan and Expenditure Report and is preparing to submit the completed document to the Board of Supervisors for final approval.
- BHRS is in the process of recruiting and interviewing for the Board of Supervisors approved mental health crisis responders to respond to mental health crisis calls for service in partnership with the Mendocino County Sheriff's Office. BHRS was conditionally approved for grant funding through the DHCS and Behavioral Health Continuum Infrastructure Program for Crisis Care Mobile Units Program which will help with infrastructural costs related to this program expansion. BHRS is exploring the use of funding through the American Rescue Plan Act as an additional resource.
- The transition of public conservator duties continues; facility and partnering agency notification letters have been sent, and staff are busy smoothing out all the internal processes.

### Measure B:

- **Crisis Residential Treatment** - Construction is in the final stages, with fencing and asphalt work being finalized along with a few interior and electrical components. Construction is on track to be completed by November, at which point the operators (Redwood Community Services) can continue work on the licensing process.



## Behavioral Health and Recovery Services (BHRS) Update Page 2

- **Mobile Crisis Response Team** - One Mental Health Rehabilitation Specialist has been hired, trained, and responds to crises in partnership with Mendocino County Sheriff's Office. One new Mental Health Rehabilitation Specialist is being transferred to the team, and the Sheriff's Office and BHRS are working together on innovative ways to recruit additional staff.
- **Community Education Awareness Project** - National Alliance on Mental Illness (NAMI) Mendocino is recruiting for an Executive Director. NAMI and BHRS are preparing to conduct a public education campaign regarding suicide prevention using yard signs and billboards. NAMI is also working on a training for the general public on how to manage encounters with people with a mental illness.
- **Behavioral Health Regional Training Center** - The remodel is complete. The Board will be provided with the training facility reservation process in the coming weeks.

### Substance Use Disorder Treatment (SUDT):

- SUDT counselors are participating in the American Society of Addiction Medicine (ASAM) training this month. The training includes treatment criteria for addictive, substance-related, and co-occurring conditions, addresses a wide range of special populations, and includes the latest addiction science.
- Mendocino County offers substance use treatment services for individuals who have private insurance, Medi-Cal, or indigent and who are struggling with drug and/or alcohol addictions. Treatment offered includes Outpatient Treatment, Intensive Outpatient Treatment, Residential Treatment, Withdrawal Management, Opioid Treatment, Medication-Assisted Treatment, Recovery Services, and Case Management.
- Individuals may access services at one of the local providers or by calling Beacon at (855) 765-9703.
- Mendocino County BHRS SUDT offers adolescent, perinatal, and adult services. Services include Outpatient Treatment, Intensive Outpatient Treatment, Perinatal Outpatient Treatment, Perinatal Intensive Outpatient Treatment, adolescent school-based prevention and intervention, and adolescent treatment.
- SUDT essential and critical services are available to the community through a variety of technological access points. Telephone communications are prioritized to ensure timely responses.
- Please get in touch with our Ukiah office at (707) 472-2637 or our Fort Bragg office at (707) 961-2665 for information about available services in the Fort Bragg, Ukiah or Willits areas. You can also visit our website for more details about SUDT services: <https://www.mendocinocounty.org/government/health-and-human-services-agency/substance-use>

### Grants:

- BHRS staff are looking at opportunities to apply for infrastructure grants targeted to children and youth 25 years of age and younger. More to come.

### Meetings of Interest and Educational Opportunities:

- MHSA Forum/QIC Meeting: Wednesday, October 13, 2021, 3:00 – 5:00 PM via Zoom:  
<https://mendocinocounty.zoom.us/j/89651491337>
- Safe Rx Mendocino Opioid Safety Coalition Meeting: Tuesday, October 19, 2021, 1-2:30 PM via Zoom:  
<https://mendocinocounty.zoom.us/j/98833021418>



**The Crisis Residential Treatment Facility** will provide a less restrictive but structured program as an alternative to hospitalization for individuals experiencing an acute psychiatric episode or crises who require 24-hour support to return to community living.

**behavioral  
health &  
recovery services  
Mendocino County**



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 5e)**

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**Agenda Title:**

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

**Recommended Action/Motion:**

Provide direction to staff on matters of legislation.

**Supplemental Information Available Online At:**

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

**FOR COB USE ONLY**

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Executed By: Deputy Clerk

Date: Date Executed

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement

Delivered to Auditor? Choose an item.

Final Status: Item Status

Executed Item Type: item Number:





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 6a)**

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**To: Board of Supervisors**

**From: Board of Supervisors**

**Meeting Date:** October 26, 2021

**Department Contact:** Supervisor Gjerde  
**Department Contact:** Supervisor Mulheren

**Phone:** 463-4221  
**Phone:** 463-4221

**Item Type:** Regular Agenda

**Time Allocated for Item:** 30 Minutes

**Agenda Title:**

Discussion and Possible Action Including Approval of a One-Time Contribution to Mendocino Solid Waste Management Authority in the Amount of \$107,680, to Cover the Increase in Household Hazardous Waste Disposal Costs Due to the COVID-19 Pandemic (Countywide)  
(Sponsors: Supervisors Gjerde and Mulheren)

**Recommended Action/Motion:**

Approve a one-time contribution to Mendocino Solid Waste Management Authority in the amount of \$107,680, to cover the increase in household hazardous waste disposal costs due to the COVID-19 pandemic (Countywide)

**Previous Board/Board Committee Actions:**

On October 19, 1990, the Board approved Board of Supervisors Agreement Number (No.) 90-310, Joint Powers Agreement between the Cities of Fort Bragg, Ukiah, Willits, and the County of Mendocino Creating the Mendocino Solid Waste Management Authority (MSWMA). On November 19, 2019, the Board approved BOS Agreement No. 19-260, Amended and Restated Joint Powers Agreement among the Cities of Fort Bragg, Ukiah, Willits, and the County of Mendocino Creating the Mendocino Solid Waste Management Authority. By Resolution No. 19-390 (November 19, 2019), the Board approved an increase of the Mendocino Solid Waste Management Authority surcharge fee from \$5.00 per ton to \$6.50 per ton.

**Summary of Request:**

MSWMA was originally created through a Joint Powers Agreement between the Cities of Fort Bragg, Ukiah, Willits and Mendocino County to provide administrative oversight and program implementation for solid waste and recycling in the County. Each city is represented by one elected Councilmember and the County is represented by one coastal district Supervisor and one inland district Supervisor. MSWMA ensures that local solid waste haulers, including trash, recycling and composting, are providing services according to State and Federal law, including preparation and implementation of a Source Reduction and Recycling Plan. MSWMA is also tasked with making efforts, including education, to increase recycling and diversion of materials from landfills. MSWMA through MendoRecycle operates the household hazardous waste facility in Ukiah and the HazMobile throughout the County, as well as, provides assistance with local cleanup of illegal dumping and removal of graffiti. Additionally, MSWMA operates the Tire Amnesty program which allows for periodic free collection of tires.

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**Item #: 6a)**

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The primary funding for MSWMA comes with a \$6.50 per ton surcharge on all solid waste in the County as collected at the transfer stations. The surcharge is passed on to solid waste customers, as part of the solid waste collection fees by haulers and transfer station operators. The MSWMA tipping fee surcharge plus grant revenues provides the funding to cover the costs of services provided by MSWMA. To cover rising costs, in late 2019, the MendoRecycle jurisdictions approved an increase in the tipping fee of \$1.50, effective January 20, 2020, from \$5.00 to \$6.50.

As is true for many jurisdictions, the pandemic's arrival in March 2020 stretched the resources of MSWMA as the quantity of household hazardous waste (HHW) increased dramatically. Disposal costs increased from \$109,000 in Fiscal Year (FY) 18-19 to \$154,000 in FY 19-20 to \$220,000 in FY 20-21. After making cuts to the FY 21-22 budget and using reserves to fill gaps, the MSWMA Board agreed in April that it needed to ask the four member jurisdictions for one-time contributions.

The funding requested from each jurisdiction is as follows, based on the proportion of the 2020 population:

City of Ukiah (pop. 16,061)	\$29,440
City of Ft. Bragg (pop. 7,427)	\$13,600
City of Willits (pop. 5,072)	\$9,280
County of Mendocino (pop. 58,915)	<u>\$107,680</u>
Total	<u>\$160,000</u>

After receiving the one-time funding requests in April 2021, staff from the City of Ukiah, City of Fort Bragg and County of Mendocino voiced concern that the one-time supplemental funding from its respective general funds may not adequately fix the financial challenges of MSWMA. Staff, working with the General Manager (who has since resigned), agreed to form a Technical Advisory Committee (TAC) to review the financials and provide recommendations for a more sustainable financial future for MSWMA.

The TAC has analyzed multiple options, including another surcharge increase and/or making significant changes to MSWMA's operating structure. There has not been a complete consensus among the TAC, the MSWMA Board and the General Manager as to the best option forward; however, all parties acknowledge that operating funds are needed in the immediate term to continue current MSWMA operations while the Board assesses options for the future. One option discussed was to condition any contributions as loans to be paid back over a set period of time, but there was concern among the MSWMA Board as to the ability of MSWMA to repay loans while continuing the current level of operations.

The MSWMA Board requests that the Board of Supervisors approve a one-time contribution of \$107,680. The City Councils of Willits and Fort Bragg have already approved their contributions. If the Board is not inclined to approve the contribution as requested, consideration could also be given to conditioning the payment as a loan to be repaid or approving the payment only contingent on all the member entities contributing their allocated share, to ensure that MSWMA is being subsidized proportionately.

**Alternative Action/Motion:**

Do not approve the one-time contribution and provide alternative direction to present to the MSWMA Board.

**How Does This Item Support the General Plan?** This item supports waste diversion from landfills and environmentally responsible hazardous waste management.

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:** [<https://mendorecycle.org/>](https://mendorecycle.org/)



---

**Item #: 6a)**

---

**Fiscal Details:****source of funding:** General Fund**current f/y cost:** \$107,680**annual recurring cost:** N/A**budget clarification:** There is a possibility of receiving higher than anticipated revenues in Budget Unit 4510 (Solid V) which could cover some or all of the cost; however it is too early in the fiscal year to determine this.**Agreement/Resolution/Ordinance Approved by County Counsel:** N/A

---

**CEO Liaison:** Judy Morris, Deputy CEO**CEO Review:** Yes**CEO Comments:****FOR COB USE ONLY****Executed By:** Deputy Clerk**Date:** Date Executed**Note to Department** Number of Original Agreements**Returned to Dept:** Choose an item. Original Agreement**Delivered to Auditor?** Choose an item.**Final Status:**Item Status**Executed Item Type:** item Number:



Mendocino Solid Waste Management Authority  
*A joint powers public agency*

Letter to Four Jurisdictions – Sept. 17, 2021

County of Mendocino  
City of Ukiah  
City of Ft. Bragg  
City of Willits

Dear Board and City Councils,

Background:

Mendocino Solid Waste Management Authority (MSWMA) is formed by a Joint Powers Agreement of County of Mendocino and Cities of Ukiah, Ft. Bragg and Willits. The agency provides an essential service of collecting, recycling where possible, and disposing of hazardous wastes, including chemicals, paints, tires, batteries, propane tanks, pharmaceuticals, liquid fuels, fluorescent tubes, aerosols, freon, and other materials. To the extent feasible it also does county-wide illegal dump clean-ups. These services are NOT included in the garbage service provided by private haulers under contract with their respective jurisdictions and which are paid for by their customers.

This agency does not have a customer base and does not charge for most of its services (since to do so might result in hazardous waste being thrown on our roadsides and into our creeks). Instead, we have relied almost exclusively on a surcharge on tipping fees, currently at \$6.50/ton (which in turn is passed on under their respective contracts to the customers of the private garbage hauling companies), and on various grants, primarily for handling HHW (household hazardous waste), tires, paint, and oil.

The reliance on the tipping fee surcharge and grant funding was almost sufficient to cover the services - until the pandemic hit in March of 2020. In a pattern experienced in many other jurisdictions, the quantity of HHW increased dramatically. For MSWMA, the HHW disposal costs went from an average of \$103,000 annually in the preceding four years to over \$150,000 in FY 2019-20 (only 3-1/2 months into the pandemic) and then to \$220,000 in FY 2020-21. The cumulative strain on the budget has been an increased outlay of almost \$150,000. (See attached five year financial summary.)

For a year, hoping that the unusual circumstances were temporary, we tried to cope with our budget by scrimping (delaying some repairs, stockpiling some expensive disposals, cutting the training budget, etc.) and drawing down on our reserves. In April 2020, our Board recommended seeking one-time contributions from our four member jurisdictions to replenish reserves and enable us to seek more grant funding. In subsequent months, a Technical Advisory Committee of city managers and/or staff explored an alternative of an increase in the tipping fee surcharge; they also suggested (but did not recommend) possible alternative management structures.

At the meeting of the MSMWA Board on Sept. 16, we finally decided to go back to the request for a one-time contribution from our member jurisdictions. If approved, this will enable the agency to continue providing its essential public services at a reasonable level, to begin disposing of stockpiled HHW, and to pursue more grant funding. To address the longer-term, the Board will have time to explore whether there are more efficient management options, funding mechanisms, or other solutions.

Request for One-Time Contributions:

The funding requested from each jurisdiction is as follows, based on proportion of 2020 population:

City of Ukiah (pop. 16,061)	\$ 29,440
City of Ft. Bragg (pop. 7,427)	\$ 13,600
City of Willits (pop. 5,072)	\$ 9,280
County of Mendocino (pop. 58,915)	<u>\$107,680</u>
Total	\$160,000

The viability of this proposal relies on all four jurisdictions agreeing to contribute their share.

We request that you place this on an upcoming agenda for your governing body as soon as possible. One or more representative of MSWMA will be happy to attend to present this request and answer questions. Please RSVP to me as to when this item is scheduled, at (707) 459-1493 or [mstrong@willitsonline.com](mailto:mstrong@willitsonline.com).

Sincerely,

Madge Strong, Chair on behalf of the MSWMA Board (Dan Gjerde, Mo Mulheren, Jim Brown, and Jessica Morsell-Haye, and myself)



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 6b)**

---

**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: Deputy Clerk

Date: Date Executed

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement

Delivered to Auditor? Choose an item.

Final Status: Item Status

Executed Item Type: item Number:



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 9a)**

---

**To: Board of Supervisors**

**From: County Counsel**

**Meeting Date:** October 26, 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 - Harinder Grewal v. Mendocino County - Case No. SCUK-CVPO-2020-73798

**FOR COB USE ONLY**

---

Executed By: Deputy Clerk

Final Status: Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 9b)**

---

**To: Board of Supervisors**

**From: Human Resources**

**Meeting Date:** October 26, 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**

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Executed By: Deputy Clerk

Final Status: Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 9c)

---

**To:** Board of Supervisors

**From:** County Counsel

**Meeting Date:** October 26, 2021

**Item Type:** Closed Session

**Time Allocated for Item:** 10 min.

**Agenda Title:**

Pursuant to Government Code Section 54956.9(d)(4) - Conference with Legal Counsel - Initiation of Litigation: One Case

**FOR COB USE ONLY**

---

Executed By: Deputy Clerk

Final Status:Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 9d)**

---

**To: Board of Supervisors**

**From: County Counsel**

**Meeting Date: October 26, 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 - County of Mendocino, et al. v. Amerisourcebergen Drug Corporation, et al. - Case No. 1:18-cv-02712

**FOR COB USE ONLY**

---

Executed By: Deputy Clerk

Final Status: Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.





# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 9e)

---

**To:** Board of Supervisors

**From:** Human Resources

**Meeting Date:** October 26, 2021

**Item Type:** Closed Session

**Time Allocated for Item:** 1 Hour

**Agenda Title:**

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Chief Executive Officer

**FOR COB USE ONLY**

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Executed By: Deputy Clerk

Final Status: Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 10a)**

---

**To: Board of Supervisors**

**From:** Executive Office

**Agenda Title:**

Communications Received and Filed

FEDERAL ENERGY  
REGULATORY COMMISSION  
888 First Street NE  
Washington, DC 20426



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ZIP 20426  
041M12252369

OCT 13 21 PM 2:38  
BOARD OF SUPERVISORS

Docket No.: P-77

CLERK OF THE BOARD  
Mendocino, County of  
BOARD OF SUPERVISORS  
501 Low Gap Rd  
Ukiah, CA 95482-3738

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FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional Office  
100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

October 5, 2021

In reply refer to:  
Project Nos. 77, 96, 137, 175,  
233, 606, 619, 803, 1061,  
1121, 1333, 1354, 1962, 1988,  
2105, 2106, 2107, 2130, 2155,  
2310, 2661, and 2687-CA

Mr. Jan Nimick, Vice President  
Pacific Gas and Electric Company  
Mail Code: N11E  
PO Box 770000  
San Francisco, CA 94177-0001

Re: March 2017 Deterministic Seismic Hazard and Regional Seismicity Reports

Dear Mr. Nimick:

This is in response to a letter dated October 1, 2020, from Mr. David Ritzman that submitted PG&E's responses to our May 29, 2020 comments on the March 2017 Deterministic Seismic Hazard and Regional Seismicity Reports (Reports) for PG&E dams. We have reviewed PG&E's responses and have the following comments:

1. PG&E's responses to our comments and planned approach for resolving them are broadly acceptable. However, please note that we will defer any specific technical review comments or final acceptance of the results until we have received and reviewed PG&E's revised Reports.
2. PG&E's response to Comment No. 4 indicated that PG&E plans to incorporate site correction factors into the revised seismic model. Although the approach described in PG&E's response is appropriate for developing bedrock acceleration response spectra and may thus be directly applicable for dam sites founded on rock, it may not be as appropriate for dam sites founded on soil (except as a screening tool). In such cases, the depth and variability of the soil

profile underlying the dam sites may have a significant impact on the predicted ground motions at different periods, and the use of a single  $V_{S30}$  value may not adequately capture site response effects. PG&E should evaluate this issue on a case-by-case basis in the revised Reports and consider that for some sites, applying the attenuation relationships using a reference rock site condition (e.g.,  $V_{S30} = 760$  m/s) and then performing a site-specific dynamic site response analysis may be a more appropriate approach.

3. In response to your comment regarding the limited availability of normal faulting data, we believe the use of the BSSA14, CB14, and CY14 GMMs for calculating spectral values generated by earthquakes occurring on normal faults include reductions that are too large to be justified by the recorded ground motions. The ASK14 GMM includes a reduction of about 9-percent and the Idriss (2014) GMM includes zero reduction. The GMM by Akkar et al. (2014) shows that reduction for corresponding spectral values varies from about 3 to 11 percent for spectral periods shorter than about 0.2 sec and zero (i.e., equal to those generated by strike slip events) for periods equal to 0.2 to 4 sec. Therefore, we recommend that at least for the BSSA14, CB14, and CY14 GMMs, your analyses should use the average of the normal and strike slip spectral values.

Please incorporate our comments into the revised Reports, as appropriate, and submit them by December 1, 2021, as indicated in Mr. Ritzman's October 1, 2020 letter. File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Michael Vail at (415) 369-3346.

Sincerely,



Frank L. Blackett, P.E.  
Regional Engineer

cc:

Ms. Sharon Tapia, Chief  
CA Dept. of Water Resources  
Division of Safety of Dams  
P.O. Box 942836  
Sacramento, CA 94236-0001





FEDERAL ENERGY  
REGULATORY COMMISSION  
888 First Street NE  
Washington, DC 20426

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OCT 13 12:58 PM '21  
REC'D BOARD OF SUPERVISORS

Docket No.: P-77

CLERK OF THE BOARD  
Mendocino, County of  
BOARD OF SUPERVISORS  
501 Low Gap Rd  
Ukiah, CA 95482-3738

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FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional Office  
100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

October 6, 2021

In reply refer to:  
Project Nos. 77, 137, 619,  
1962, 1988, 2106, 2310-CA

Mr. Jan Nimick, Vice President  
Pacific Gas and Electric Company  
Mail Code N11E  
P.O. Box 770000  
San Francisco, CA 94177-0001

Re: Upcoming Due Items: Status Update and Extension of Time Request

Dear Mr. Nimick:

This is in response to a letter dated May 28, 2021 from Teri Smyly that submitted status updates and requests for an extension of time to submit various items for the projects listed in Table 1 of the enclosure. We have reviewed the submittal, and your requests to submit the items by the multiple dates outlined in your submittal are granted.

We appreciate your continued efforts in this aspect of the Commission's dam safety program. If you have any questions, please contact the FERC engineer listed in Table 1 that is assigned to the specific project.

Sincerely,

A handwritten signature in black ink, reading "Frank L. Blackett". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Frank L. Blackett, P.E.  
Regional Engineer

Enclosure

cc:

Sharon Tapia, Chief  
Division of Safety of Dams  
CA Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236-0001

**Projects Addressed in May 28, 2021  
Extension of Time Request**

**Enclosure**

<b>Table 1. Projects Addressed in May 28, 2021 Extension of Time Request</b>			
<b>Project No.</b>	<b>Project Name</b>	<b>FERC Engineer</b>	<b>Phone Number</b>
77	Potter Valley	Ryan Tom	(415) 369-3347
137	Mokelumne River	Vincent Vigil	(415) 369-3315
619	Bucks Creek	Edgar Salire	(415) 369-3369
1962	Rock Creek-Cresta	Edgar Salire	(415) 369-3369
1988	Haas-Kings River	Ryan Tom	(415) 369-3347
2106	McCloud-Pit	Michael Vail	415) 369-3346
2310	Drum-Spaulding (Upper Drum)	Mynul Chowdhury	(415) 369-3313
2310	Drum-Spaulding (Lower Drum)	Thao Bui	(415) 369-3312





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4a)**

---

**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** October 26, 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. Sherrie Ebyam, Third District Representative, Mental Health Treatment Act Citizens Oversight Committee.

**Previous Board/Board Committee Actions:**

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

**Summary of Request:**

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

**Alternative Action/Motion:**

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

**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

**Supervisorial District:** All

**Vote Requirement:** Majority

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

---

**CEO Liaison:** Executive Office

---

**Item #: 4a)**

---

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

Executed By: Deputy Clerk

Date: Date Executed

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement

Delivered to Auditor? Choose an item.

Final Status:Item Status

Executed Item Type: item Number:

---

**Profile**

Sherrie

First Name

Ebyam

Last Name

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

---

Email Address

Primary Phone

Alternate Phone

Street Address

City

Suite or Apt

State

Postal Code

**Mailing Address (if different than Street/Physical address)**

---

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

---

☒ Yes ☐ No

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

---

Upload Alternate Proof of Residency or Request for  
Residency Waiver

**Which Boards would you like to apply for?**

---

Mental Health Treatment Act Citizens Oversight Committee: Submitted

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

---

District 3

**Availability to Attend Meetings**

---

- ☒ Night Meetings  
☒ Day Meetings

**Availability to Attend Meetings (Other)**

---

---

## Interests & Experiences

### Special Expertise, Experience, or Interest in This Area?

---

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

---

Upload a Resume

---

Upload Additional Supporting Documents

---

Upload Additional Supporting Documents

---

Upload Additional Supporting Documents

---

## Certification

Please read the following statements and indicate your acceptance thereof.

---

I hereby certify that I am a 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

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**Item #: 4b)**

---

**To: Board of Supervisors**

**From:** Executive Office

**Meeting Date:** October 26, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 463-4441

**Department Contact:** Howard Andrew Coren, MD

**Phone:** 472-2600

**Item Type:** Consent Agenda

**Time Allocated for Item:** n/a

**Agenda Title:**

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

**Recommended Action/Motion:**

Adopt Resolution declaring the continuation of a Local Emergency related to the Multiple September 2020 fires including; August Complex fire, 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; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board regularly adopts Resolutions both declaring and continuing local emergencies when necessary.

**Summary of Request:**

Beginning on August 14, 2020, an Extreme Heat Event struck California, causing record-breaking temperatures and Red Flag Warnings throughout California. On August 16, 2020 lightning sparked multiple fires across the Mendocino National Forest. As a result, the August Complex Fire started and has resulted in threats to critical infrastructure, including public safety and communication systems, structural damage and evacuations of several portions of the County.

On August 18, 2020, the Governor of the State of California proclaimed a State of Emergency due to the weather event resulting in widespread fires.

On September 7, 2020, the Oak Fire started and has further threatened infrastructure, public safety and communication, structures, and caused additional evacuations.

The Hopkins Fire from Tehama County has merged with the Elkhorn, Vinegar Peak and Willow Basin fires and entered into Mendocino County.

On September 10, 2020 the Mendocino County Health Officer issued a declaration of local health emergency as of September 7, 2020.

---

**Item #: 4b)**

---

On September 10, 2020 the Chief Executive Officer/Director of Emergency Services proclaimed the existence of a local emergency related to the September 2020 fires as of September 7, 2020.

On September 11, 2020, the Board of Supervisors adopted a Resolution ratifying the existence of a local emergency and local health emergency.

**Alternative Action/Motion:**

Do not adopt Resolution and provide direction to staff.

**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:** N/A

**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: Deputy Clerk

Date: Date Executed

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement

Delivered to Auditor? Choose an item.

Final Status: Item Status

Executed Item Type: item Number:

## **RESOLUTION NO. 21-140**

### **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**

WHEREAS, the August Complex Fire emerged on August 17, 2020, burned over 938,000 acres, and destroyed multiple structures;

WHEREAS, the Oak Fire emerged on September 7, 2020, burned over 1,100 acres, and destroyed multiple structures;

WHEREAS, on September 25, 2020 through Executive Order N-81-20, the Governor Gavin Newsom declared a state of emergency in Del Norte, Los Angeles, and Mendocino Counties due to the wildfires;

WHEREAS, California Health and Safety Code section 101080 provides authority for the Health Officer to issue a declaration of local health emergency, and Government Code section 8630 and Mendocino County Code section 7.04 .050 provides authority for the Director of Emergency Services to issue a proclamation of local emergency if the Board of Supervisors is not in session;

WHEREAS, on September 10, 2020, the Chief Executive Officer/Director of Emergency Services proclaimed a local emergency as of September 7, 2020 due to the September 2020 fires;

WHEREAS, on September 10, 2020, the local health officer of the County of Mendocino County issued a declaration of local health emergency as of September 7, 2020 due to the hazardous air quality generated by the September 2020 fires;

WHEREAS, on September 11, 2020 the Board of Supervisors for the County of Mendocino ratified and reaffirmed the declaration of local emergency and local health emergency by the Chief Executive Officer/Director of Emergency Services and the local health officer by the September 2020 fires;

WHEREAS, Mendocino County continues to experience the effects of the September 2020 fires;

WHEREAS, Government Code Section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the governing body terminates the local emergency; and

WHEREAS, California Health and Safety Code section 101080 provides that the Board of Supervisors shall review the need for continuing the local health emergency at least once every thirty (30) days until the governing body terminates the local health emergency; and

WHEREAS, Mendocino County Code Section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review;

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

1. Proclaims that a local emergency continues to exist throughout Mendocino County due to September 2020 fires.
2. Finds that a local health emergency continues to exist and therefore, reaffirms the proclamation of local health emergency.
3. Provides that during this local emergency, the powers, functions, and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by state law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.
4. Authorizes that Carmel J. Angelo, having the titles of Chief Executive Officer and Director of Emergency Services, is hereby designated as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 28<sup>th</sup> day of September, 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. 21-140**

### **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**

WHEREAS, the August Complex Fire emerged on August 17, 2020, burned over 938,000 acres, and destroyed multiple structures;

WHEREAS, the Oak Fire emerged on September 7, 2020, burned over 1,100 acres, and destroyed multiple structures;

WHEREAS, on September 25, 2020 through Executive Order N-81-20, the Governor Gavin Newsom declared a state of emergency in Del Norte, Los Angeles, and Mendocino Counties due to the wildfires;

WHEREAS, California Health and Safety Code section 101080 provides authority for the Health Officer to issue a declaration of local health emergency, and Government Code section 8630 and Mendocino County Code section 7.04 .050 provides authority for the Director of Emergency Services to issue a proclamation of local emergency if the Board of Supervisors is not in session;

WHEREAS, on September 10, 2020, the Chief Executive Officer/Director of Emergency Services proclaimed a local emergency as of September 7, 2020 due to the September 2020 fires;

WHEREAS, on September 10, 2020, the local health officer of the County of Mendocino County issued a declaration of local health emergency as of September 7, 2020 due to the hazardous air quality generated by the September 2020 fires;

WHEREAS, on September 11, 2020 the Board of Supervisors for the County of Mendocino ratified and reaffirmed the declaration of local emergency and local health emergency by the Chief Executive Officer/Director of Emergency Services and the local health officer by the September 2020 fires;

WHEREAS, Mendocino County continues to experience the effects of the September 2020 fires;

WHEREAS, Government Code Section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the governing body terminates the local emergency; and

WHEREAS, California Health and Safety Code section 101080 provides that the Board of Supervisors shall review the need for continuing the local health emergency at least once every thirty (30) days until the governing body terminates the local health emergency; and

WHEREAS, Mendocino County Code Section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review;

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

1. Proclaims that a local emergency continues to exist throughout Mendocino County due to September 2020 fires.
2. Finds that a local health emergency continues to exist and therefore, reaffirms the proclamation of local health emergency.
3. Provides that during this local emergency, the powers, functions, and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by state law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.
4. Authorizes that Carmel J. Angelo, having the titles of Chief Executive Officer and Director of Emergency Services, is hereby designated as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 28<sup>th</sup> day of September, 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



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4c)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** October 26, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 463-4441

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

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

**Recommended Action/Motion:**

Adopt 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 declared by the Chief Executive Officer/Director of Emergency Services; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On October 27, 2019, Governor Gavin Newsom declared a State of Emergency for the state of California. On October 30, 2019, the Mendocino County Chief Executive Officer/Director of Emergency Services proclaimed that a Local Emergency exists throughout Mendocino County. On November 5, 2019, the Board of Supervisors ratified the Declaration of Local Emergency. On November 19, 2019, December 17, 2019, January 7, 2020, February 4, 2020, February 25, 2020, March 24, 2020, April 20, 2020, May 19, 2020, June 10, 2020, and June 23, 2020, July 21, 2020, August 18, 2020, September 1, 2020, September 22, 2020, October 20, 2020, November 17, 2020, and December 15, 2020 the Board of Supervisors declared the continuation of the local emergency.

**Summary of Request:**

On October 26, 2019, Pacific Gas and Electric (PG&E) de-energized the power to all of Mendocino County resulting in all 90,000 residents being without power for 4 days or more. PG&E began the line inspections for re-energization on October 30 and stated that it will take up to 48 hours to restore power county-wide. The extended outage has created a local emergency in Mendocino County. On October 30, 2019, the Mendocino County Chief Executive Officer/Director of Emergency services proclaimed, by delegation, that a state of emergency exists. Pursuant to Mendocino County Code Section 7.04.090(3), the Board of Supervisors shall review, at its regularly scheduled meeting, the need for continuing the local emergency.

**Alternative Action/Motion:**

Do not ratify resolution and provide alternative direction to staff.

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**Item #: 4c)**

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**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

**budgeted in current f/y:** N/A

**if no, please describe:**

**revenue agreement:** N/A

**budget clarification:** N/A

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Janelle Rau, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Deputy Clerk

**Date:** Date Executed

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. Original Agreement

**Delivered to Auditor?** Choose an item.

**Final Status:** Item Status

**Executed Item Type:** item    **Number:**



## **RESOLUTION NO. 21-**

### **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**

WHEREAS beginning on October 23, 2019, a significant wind event struck California, resulting in nearly statewide red flag warnings due to extremely dangerous fire weather conditions; and

WHEREAS, on or about October 23, 2019, electric service to portions of Mendocino County was shut off as part of a "Public Safety Power Shutoff" ("PSPS") due to extremely dangerous fire weather conditions; and

WHEREAS, on or about October 26, 2019, electric service to wide swaths of the County was shut off as part of a broader PSPS event encompassing the majority of counties in California, causing a sudden and severe energy shortage in Mendocino County; and

WHEREAS, residents of Mendocino County rely on electricity for the provision of heat, preservation of food, and provision of water, medically vulnerable residents of Mendocino County rely on electricity for life saving and life sustaining equipment, Mendocino County businesses rely on electricity to provide essential goods and services, and public facilities and critical infrastructure in Mendocino County rely on electricity for various essential functions; and

WHEREAS, restoration of electric service after the October 26, 2019 PSPS event did not commence until October 30, 2019 and took significantly longer in other portions of the County, and;

WHEREAS, during the extremely dangerous fire weather conditions from October 23, 2019 through October 30, 2019, Mendocino County experienced multiple fires, and

WHEREAS, on October 27, 2019, Governor Gavin Newsom declared a state of emergency for the State of California based on the historic wind event, extreme fire danger, de-energization, and "cascading impacts . . . which will likely extend beyond the conclusion of the weather event . . ."; and

WHEREAS, on October 30, 2019, the Mendocino County Chief Executive Officer/Director of Emergency Services proclaimed that a local emergency exists throughout Mendocino County; and

WHEREAS, the County of Mendocino continues to experience the effects of the foregoing.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors ratifies the proclamation of the Chief Executive Officer/Director of Emergency Services and further proclaims that:

1. Conditions of extreme peril to the safety of persons and property have arisen within Mendocino County due to the extreme winds, fire conditions, de-energization of power lines, and related conditions originating on October 23, 2019.
2. Provides that during this local emergency the powers, functions and duties of the

Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by State law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.

3. Authorizes that Carmel J. Angelo, having the titles of Chief Executive Officer and Director of Emergency Services, is hereby designated as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

The foregoing Resolution introduced by Supervisor, seconded by Supervisor, and carried this <sup>th</sup> day of, 2021, by the following vote:

AYES:  
NOES:  
ABSENT:

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

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

\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
CHRISTIAN M. CURTIS, Acting County  
Counsel

BY: CARMEL J. ANGELO  
Clerk of the Board

\_\_\_\_\_  
Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4d)

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**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** October 26, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 4441

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

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

**Recommended Action/Motion:**

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

**Previous Board/Board Committee Actions:**

The BOS received a presentation on April 12, 2021 about the current drought conditions. On April 20, 2021, the Board of Supervisors adopted a Resolution declaring a local emergency due to drought condition.

**Summary of Request:**

Mendocino County is in the midst of an historic drought with the water levels in our reservoirs and wells at extremely low levels. Subsequent to the Board's adoption of an initial declaration of a local emergency, Governor Gavin Newsom declared a state of emergency due to drought conditions in the Russian River watershed, and the State Water Resources Control Board has notified certain junior water rights holders of a need to limit water diversions in order to preserve drinking water availability.

Drought conditions continue to affect the County, and the Executive Office requests that the Board of Supervisors adopt this resolution renewing and extending the local emergency in the County due to drought conditions.

**Alternative Action/Motion:**

Provide direction to staff.

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:** N/A

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**Item #: 4d)**

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**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

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**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Deputy Clerk

**Date:** Date Executed

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.

**Final Status:** Item Status

**Executed Item Type:** item    **Number:**

## **RESOLUTION NO. 21-**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RENEWING ITS DECLARATION OF A LOCAL EMERGENCY AND EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS AND IMMINENT THREAT OF DISASTER IN MENDOCINO COUNTY**

WHEREAS, Government Code section 8558 and Mendocino County Code section 7.04.030 provide that a local emergency means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property cause by conditions including drought; and

WHEREAS, Government Code section 8630 provides that a local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body; and

WHEREAS, on March 5, 2021, United States Department of Agriculture (“USDA”) Secretary Tom Vilsack designated 50 of California’s counties, including Mendocino County, as primary natural disaster areas due to a recent drought, which allows for farm operations to be eligible for certain assistance available through the USDA Farm Service Agency; and

WHEREAS, rainfall totals are lower than average throughout Mendocino County, including that Ukiah has received only 40% of its average rainfall as of April 9, 2021; and

WHEREAS, information available from Sonoma Water as of April 2021 regarding the water levels of Lake Pillsbury and Lake Mendocino showed that both reservoirs have water levels drastically below target storage levels, with Lake Pillsbury at 56.8% of the target water supply curve and Lake Mendocino at 44.2% of the target water supply curve as of early April; and

WHEREAS, the reservoir capacities of Lake Pillsbury and Lake Mendocino are far below that of the 2013/2014 drought year; and

WHEREAS, Ukiah Valley vintners and farmers depend on water from Lake Mendocino for frost protection and watering of livestock, and, given the critically low levels of Lake Mendocino, water supply for these purposes is short, placing the local economy in a state of dire emergency if water runs out; and

WHEREAS, the entire economy of Mendocino County is placed in great jeopardy because of the current water shortage due to its dependence on Lake Mendocino and Russian River water allocations, and must act proactively to prevent an imminent disaster; and

WHEREAS, the adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in Mendocino County; and

WHEREAS, on April 20, 2021, by Resolution No. 21-051, the Mendocino County Board of Supervisors declared a local emergency due to drought conditions; and

WHEREAS, pursuant to Mendocino County Code section 7.10.06, the provisions of Chapter 7.10 – Emergency Water Conservation were reinstated upon the declaration of the drought emergency; and

WHEREAS, on April 21, 2021, Governor Gavin Newsom proclaimed a state of emergency in Mendocino and Sonoma Counties due to drought conditions in the Russian River Watershed; and

WHEREAS, on May 26, 2021, due to drought conditions in the Russian River Watershed, the State Water Resources Control Board notified over 900 junior water rights holders that there is not enough water in the watershed and that diversions must be reduced immediately to safeguard the community's drinking water availability for the remainder of 2021; and

WHEREAS, Government Code section 8630 requires that the Board of Supervisors review, at least every sixty days, the need for continuing the local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors declares as follows:

1. Conditions of extreme peril to the safety of persons and property continue within Mendocino County due to drought conditions.
2. As a consequence of said conditions and pursuant to Government Code section 8630 a local emergency continues to exist throughout Mendocino County as a result of the drought conditions.
3. During this local emergency the powers, functions and duties of the Mendocino County Chief Executive Officer and the emergency organization of Mendocino County shall be those prescribed by State law, and the ordinances, resolutions and approved emergency services plans of the County of Mendocino.

The foregoing Resolution introduced by Supervisor \_\_\_\_, seconded by Supervisor \_\_\_\_, and carried this \_\_\_\_<sup>th</sup> day of \_\_\_\_, 2021, by the following vote:

AYES:  
NOES:  
ABSENT:

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





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4e)**

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**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** October 26, 2021

**Department Contact:** Heather Correll Rose

**Phone:** 463-4441

**Item Type:** Consent Agenda

**Time Allocated for  
Item:** N/A

**Agenda Title:**

Approval of Amendment to Partially Insurance Reimbursable Agreement 20-122 with Liebert Cassidy Whitmore (LCW), Effective October 26, 2021, Increasing the Total Compensation by \$250,000 (from \$350,000, for a New Agreement Total of \$600,000) for Litigation Services for *Grewal v County of Mendocino*

**Recommended Action/Motion:**

Approve Amendment to Partially Insurance Reimbursable Agreement 20-122 with Liebert Cassidy Whitmore (LCW), effective October 26, 2021, increasing the total compensation by \$250,000 (from \$350,000, for a new Agreement total of \$600,000) for litigation services for *Grewal v County of Mendocino*; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board of Supervisors authorized the utilization of outside counsel on this litigation in closed session on February 4, 2020.

**Summary of Request:**

The County entered into a \$50,000 Purchasing Agent Agreement with Liebert Cassidy Whitmore (LCW) for litigation services for *Grewal v. County of Mendocino* on March 4, 2020. Billable services are anticipated to exceed the amount of the agreement so an increase is being requested to cover continuing costs.

**Alternative Action/Motion:**

Do not approve Agreement.

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:** N/A

**Fiscal Details:**

**source of funding:** GL-863320

**current f/y cost:** \$250,000

**budgeted in current f/y:** Yes  
**if no, please describe:**



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**Item #: 4e)**

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**annual recurring cost:** N/A

**revenue agreement:** N/A

**budget clarification:** Funding through General Liability; non General Fund, partially insurance reimbursab multi-year agreement.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Darcie Antle, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Deputy Clerk I

Date: **OCTOBER 26, 2021**

Final Status:Approved with Modification

Executed Item Type: Agreement Number: 20-122

**Note to Department** Number of Original Agreements

Returned to Dept: o Original Agreement Delivered to Auditor? No

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 20-81**

This fourth Amendment to BOS Agreement No. 20-122 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 Liebert Cassidy Whitmore, hereinafter referred to as "CONTRACTOR".

WHEREAS, PA Agreement No. 20-81 was entered into on 03/04/2020; and

WHEREAS, first Amendment, BOS Agreement No. 20-122 was entered into on 08/18/2020; and

WHEREAS, second Amendment, BOS Agreement No. 20-122A1 was entered into on 09/01/2020; and

WHEREAS, third Amendment, BOS Agreement No. 20-122A2 was entered into on 02/23/2021; and

WHEREAS, fourth Amendment, BOS Agreement No. 20-122A3 was entered into on 04/06/2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Liebert Cassidy Whitmore, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in BOS Agreement No. 20-122A3, from December 31, 2021 to December 31, 2022; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the maximum amount set out in the second Amendment BOS Agreement No. 20-122A1, from \$350,000 to \$600,000.

NOW, THEREFORE, we agree as follows:

1. The maximum amount set out in the third Amendment, BOS Agreement No. 20-122, will be increased from \$350,000 to \$600,000
2. The termination date set out in BOS Agreement No. 20-122A3 will be extended from December 31, 2021 to December 31, 2022.

All other terms and conditions of PA Agreement No. 20-81, first Amendment BOS Agreement No. 20-122, second Amendment BOS Agreement No. 20-122 A, third Amendment BOS Agreement No. 20-122 A2 and fourth Amendment BOS Agreement No. 20-122 A3 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:**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_  
Budgeted: ☐ Yes ☐ No  
Budget Unit: \_\_\_\_\_  
Line Item: \_\_\_\_\_  
Grant: ☐ Yes ☐ No  
Grant No.: \_\_\_\_\_

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
Dan GJERDE, Chair  
BOARD OF SUPERVISORS

**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

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By: \_\_\_\_\_  
Deputy CEO

**CONTRACTOR/COMPANY NAME:**

By: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 CURTIS,  
County Counsel

By: \_\_\_\_\_  
Deputy

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

**Exception to Bid Process Required/Completed** ☐ \_\_\_\_\_

**Mendocino County Business License: Valid** ☐

**Exempt Pursuant to MCC Section:** \_\_\_\_\_

**AMENDMENT TO COUNTY OF MENDOCINO  
PURCHASING AGENT AGREEMENT NO. 20-81**

This Amendment to PA Agreement No. 20-81 is entered into this 18<sup>th</sup> day of August 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Liebert Cassidy Whitmore, hereinafter referred to as "CONTRACTOR".

WHEREAS, PA Agreement No. 20-81 was entered into on 03/04/2020; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Liebert Cassidy Whitmore, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the maximum amount set out in the original PA Agreement No. 20-81, from \$50,000 to \$75,000.

NOW, THEREFORE, we agree as follows:

1. The maximum amount set out in the original PA Agreement No. 20-81, will be increased from \$50,000 to \$75,000.

All other terms and conditions of PA Agreement No. 20-81 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:**

Carmel J. Angelo **08/26/2020**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☒ Yes ☐ No

Budget Unit: 0713

Line Item: 863320

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

**COUNTY OF MENDOCINO**

By: John Haschak  
JOHN HASCHAK, Chair **AUG 18 2020**  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Sandra Daugherty  
Deputy **AUG 18 2020**

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

CARMEL J. ANGELO, Clerk of said Board

By: Sandra Daugherty  
Deputy **AUG 18 2020**

**INSURANCE REVIEW:**

By: Carmel J. Angelo  
Risk Management

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By: Vanille Raul

**CONTRACTOR/COMPANY NAME:**

By: [Signature]

**NAME AND ADDRESS OF CONTRACTOR:**

Liebert Cassidy Whitmore

6033 W. Century Blvd., 5<sup>th</sup> Floor

Los Angeles, CA 90045

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: Matthew Kiedrowski  
Deputy

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Deputy CEO

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

Exception to Bid Process Required/Completed ☐ \_\_\_\_\_

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_





# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4f)

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**To:** Board of Supervisors

**From:** Executive Office Choose an item.

**Meeting Date:** October 26, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 463-4441

**Department Contact:** Darcie Antle

**Phone:** 463-4441

**Item Type:** Consent Agenda

**Time Allocated for Item:** n/a

**Agenda Title:**

Approval of Retroactive Agreement with North Coast Opportunities for Covid-19 Direct Assistance and Food Boxes Distribution Services in the Amount \$587,560 Term Starting September 15, 2021 to June 15, 2022

**Recommended Action/Motion:**

Approve retroactive agreement with North Coast Opportunities for Covid-19 Direct Assistance and Food Boxes Distribution Services in the amount \$587,560 term starting September 15, 2021 to June 15, 2022; authorize the Chief Executive Officer to sign any amendments that do not increase the maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board approved an agreement of \$250,000 for Covid-19 emergency food distribution at the August 18, 2020 meeting, an agreement of \$500,000 for Covid-19 direct financial assistance services at the September 22, 2020 meeting, and an agreement of \$150,000 for Covid-19 relief services at the August 18, 2020 meeting.

**Summary of Request:**

North Coast Opportunities (NCO) will work in close coordination with the County and community partners to assist the County's effort to meet local needs through the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, and other available funding. NCO will provide direct financial assistance to and improve food security for families suffering economic hardship due to the COVID-19 pandemic. This project will also provide financial support for small local farmers whose businesses have been challenged by the COVID-19 crisis.

NCO will:

- Provide community outreach and education about available resources.
- Provide case management services through NCO's People Helping People program.
- Distribute direct financial assistance and locally sourced food boxes to eligible households facing food and financial insecurity.
- Provide immediate financial assistance to farmers facing food distribution challenges, provide farm income through locally sourced food boxes, and provide related small business assistance to small family farmers who have been severely impacted by both the COVID-19 pandemic and the local drought.



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**Item #: 4f)**

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More details can be found in the attached NCO's proposal. This contract is retroactive to rapidly deploy assistance to the affected families and businesses due to the covid-19 delta surge.

**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:** Disaster Recovery Budget Unit

**current f/y cost:** \$587,560

**annual recurring cost:** \$587,560 for the term of the agreement

**budget clarification:** American Rescue Plan Act (ARPA)

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Deputy Clerk

**Date:** Date Executed

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. **Original Agreement Delivered to Auditor?** Choose an item.

**Final Status:**Item Status

**Executed Item Type:** item **Number:**

## **COUNTY OF MENDOCINO STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and North Coast Opportunities, 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 Covid-19 Direct Assistance and Food boxes Distribution Services; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Federal Provisions
Attachment E1	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions
Attachment E2	Certification Regarding Lobbying

The term of this Agreement shall be from September 15, 2021 to June 15, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed five hundred eighty seven thousand five hundred sixty dollars (\$587,560) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darcie Antle **10/04/2021**  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 Proj DR400

Grant: ☒ Yes ☐ No

Grant No.: American Rescue Plan Act (ARPA)

CONTRACTOR/COMPANY NAME

By: Gatty Bruder  
Date: 10/07/2021

NAME AND ADDRESS OF CONTRACTOR:

North Coast Opportunities  
413 North State Street  
Ukiah, CA 95482

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

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: Matthew Kiedrowski  
Deputy

Date: 10/04/2021

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: **10/04/2021**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christopher  
Deputy CEO

Date: **10/04/2021**

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

Exception to Bid Process Required/Completed ☐ \_\_\_\_\_

Mendocino County Business License: Valid ☐ \_\_\_\_\_

Exempt Pursuant to MCC Section: \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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



- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.
- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482  
Attn: Darcie Antle

To CONTRACTOR: North Coast Opportunities  
413 North State Street  
Ukiah, CA 95482  
ATTN: Patty Bruder

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 Covid-19 Direct Assistance and Food boxes distribution services shall not exceed \$587,560 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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

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

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



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

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

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

33. ELECTRONIC COPIES:

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

34. COOPERATION WITH COUNTY

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

35. PERFORMANCE STANDARD

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

36. ATTORNEYS' FEES

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

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONTRACTOR shall provide the following services:

CONTRACTOR will work in close coordination with Mendocino County and community partners to assist the County's effort to meet local needs through the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, and other available funding. CONTRACTOR will provide direct financial assistance to and improve food security for families suffering economic hardship due to the COVID-19 pandemic. This project will also provide financial support for small local farmers whose businesses have been challenged by the COVID-19 crisis. CONTRACTOR will:

1. Provide community outreach and education about available resources to assist families and businesses that have been affected by the COVID-19 crisis.
2. Provide case management services through NCO's People Helping People program.
  - a. Upon receipt of an application from the affected family or farm, CONTRACTOR case managers will identify specific needs to determine their eligibility for assistance.
  - b. Provide assistance averaging \$1,000 to \$3,000 for up to 300 households
3. Distribute direct financial assistance and locally sourced food boxes to eligible households facing food and financial insecurity.
  - a. Distribute food boxes directly to families participating in the People Helping People program and will work with community food banks and other safety net organizations throughout the county to increase access to locally grown food for low-income families by sourcing and distributing food boxes.
  - b. CONTRACTOR shall distribute at least 3,500 food boxes.
4. Comply with US Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities and retain all necessary documentations for COUNTY's reporting purposes.
5. Project Schedule

MONTH	ACTIVITIES
September 2021 – December 2021	<ul style="list-style-type: none"> <li>• Conduct outreach and community education about available resources.</li> <li>• Update People Helping People application tracking and related processes, including data collection regarding socially disadvantaged and COVID-19 impacted farmers.</li> <li>• Leverage California's Emergency Rental Assistance Program and any other available funding to assure there is no duplication of financial assistance.</li> <li>• Begin distributing direct financial assistance to eligible households and farmers who face immediate threats to food supply/distribution.</li> <li>• Begin distributing food boxes.</li> </ul>
January 2022 – June 2022	<ul style="list-style-type: none"> <li>• Provide ongoing case management for those most vulnerable and hardest hit by the lasting impacts of the COVID-19 pandemic.</li> <li>• Develop case management tools and local resource guides to improve economic recovery for impacted individuals/families and further develop self-sufficiency strategies.</li> <li>• Continue outreach and community education.</li> <li>• Continue distributing food boxes.</li> <li>• Continue distributing direct financial assistance.</li> </ul>
June 2022	<ul style="list-style-type: none"> <li>• Survey and report program outcomes for households and farmers.</li> <li>• Provide recommendations for longer term economic recovery and intervention strategies.</li> </ul>

6. CONTRACTOR shall develop a tracking system, monitor, document program data and expenditures.

[END OF DEFINITION OF SERVICES]



## EXHIBIT B

### PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

a. Budget

Budget Item	Activity and Purpose/Justification	Cost Breakdown	Cost
Case managers	Project activities will be coordinated by NCO Case Managers who will assist with all components of the project.	3 half-time case managers x \$2,165 per month x 9 months = \$58,455 30% fringe benefits = \$17,540	\$75,995
Outreach project assistance	Conduct community outreach/education and administrative assistance to ensure community members are aware of available resources.	1 half-time project assistant to provide community outreach and administrative support x \$1,735 per month x 9 months = \$15,615 30% fringe benefits = \$4,685	\$20,300
Direct financial assistance	Accept applications for assistance, determine eligibility, and disburse direct financial assistance.	Anticipated range of \$1,000 - \$3,000 in direct financial assistance	\$300,000
Food box distribution	Source local foods, assemble food boxes, and distribute boxes to individual families and through food banks and other safety net organizations.	Refrigerated truck rental @ \$1,750 per month x 9 months = \$15,750 Food delivery expenses (e.g. insurance, fuel, maintenance) @ \$500 per month x 9 months = \$4,500 Food boxes @ \$35 per box x 3,500 boxes = \$122,500 in direct food assistance	\$142,750
Total direct costs	Direct support to local families and farmers	NCO staffing/care coordination: \$96,295 Infrastructure support: \$20,250 Direct financial/food assistance: \$422,500	\$539,045
Indirect costs	Administrative overhead	9 % of total direct costs	\$48,515
<b>TOTAL</b>			<b>\$587,560</b>

b. CONTRACTOR shall submit monthly invoices to Principal Administrative Analyst Sara Pierce at [pierces@mendocinocounty.org](mailto:pierces@mendocinocounty.org)

c. Payments made under this Agreement shall not exceed \$587,560 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

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

## EXHIBIT E

### FEDERAL PROVISIONS

#### I. DEFINITIONS

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

#### II. FEDERAL CHANGES

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

#### III. ACCESS TO RECORDS

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



- D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 16 of the Agreement.

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

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment E1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment E1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

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

- A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the

Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

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

**VII. ANTI-KICKBACK ACT COMPLIANCE** (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

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

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County’s expenses incurred in connection with the

services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

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

**IX. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

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



any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.

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

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

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

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

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

- A. General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state

government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

### **XIII. ENERGY CONSERVATION REQUIREMENTS**

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

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

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

### **XV. TERMINATION**

See Paragraph 19 of the Agreement.

### **XVI. XVII. CHANGES.**

See Paragraph 27 of the Agreement.

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

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XVIII. MBE / WBE REQUIREMENTS**

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

**PRIME CONTRACTOR RESPONSIBILITIES**

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

**"GOOD FAITH" EFFORT PROCESS**

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

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

**XX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

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

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

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

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

## **Attachment E1**

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

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

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

#### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.



6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

  
\_\_\_\_\_  
Contractor Signature

10/07/2021  
\_\_\_\_\_  
Date

## **Attachment E2**

### **CERTIFICATION REGARDING LOBBYING**

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

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

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

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

  
Contractor Signature

10/07/2021  
Date

**North Coast Opportunities  
American Rescue Plan Act Funding**

**CONTACT INFORMATION**

Name of Organization	NORTH COAST OPPORTUNITIES, INC.
Project Contact Person (Name and Title)	PATTY BRUDER, EXECUTIVE DIRECTOR
Mailing Address, City, State, Zip	413 NORTH STATE STREET, UKIAH CA, 95482
Phone Number	PHONE: (707) 462-1956
Tax ID Number	94-1671958
E-mail Address	pbruder@ncoinc.org

**PROJECT OVERVIEW**

North Coast Opportunities (NCO) will work in close coordination with Mendocino County and community partners to assist the County's effort to meet local needs through the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, and other available funding. NCO will provide direct financial assistance to and improve food security for families suffering economic hardship due to the COVID-19 pandemic. This project will also provide financial support for small local farmers whose businesses have been challenged by the COVID-19 crisis.

NCO will:

- Provide community outreach and education about available resources.
- Provide case management services through NCO's People Helping People program.
- Distribute direct financial assistance and locally sourced food boxes to eligible households facing food and financial insecurity.
- Provide immediate financial assistance to farmers facing food distribution challenges, provide farm income through locally sourced food boxes, and provide related small business assistance to small family farmers who have been severely impacted by both the COVID-19 pandemic and the local drought.

**PROJECT EXPERIENCE AND LOCAL NEEDS**

NCO's People Helping People program was created in March 2020 to support community members struggling to deal with unemployment, sickness, and/or shelter-in-place orders related to the COVID-19 pandemic. With financial support from the County of Mendocino, the Community Foundation of Mendocino County, and other funders, the People Helping People program has assisted over 730 households throughout Mendocino County since the pandemic began. The program has helped to fill gaps for some of Mendocino County's most vulnerable individuals who did not qualify for unemployment or federal stimulus packages, had been laid off and unable to produce



income, and/or were otherwise experiencing food, housing, or other financial crises as a direct consequence of the

As local food insecurity amplified during the pandemic, NCO distributed more than 10,000 boxes filled with fresh local produce that kept dozens of small farmers in business when their usual markets to restaurants and schools were significantly reduced due to the pandemic.

After the County's funding through the CARES Act ended in December 2020, NCO continued to help local constituents facing financial hardships through limited funding opportunities such as the State's Emergency Rental Assistance Program. However, there are clear gaps in the funding available and more local relief is needed to provide healthy food and wrap around funding for individuals and populations hardest hit. An equitable recovery must address the longstanding economic challenges and disparities that have been exacerbated by the COVID-19 crisis.

## PROJECT GOALS

The proposed project will strengthen economic recovery and increase family stability. For eligible households, the project serves the long-term goals of improving food security and preventing evictions, foreclosures, and homelessness.

For local farmers, the project supports immediate needs to stabilize food distribution and provides a diversified funding stream to help strengthen their businesses while serving the long-term goals of increasing access to locally grown food and promoting the nutritional value of locally sourced organic fruits and vegetables.

## PROJECT PARTNERS

Direct financial assistance will be distributed through People Helping People's case management process, which accepts applications for assistance and determines eligibility prior to making disbursements.

Food boxes will be sourced from local farms through the MendoLake Food Hub and distributed directly to People Helping People clients and/or to local food banks and other safety net organizations throughout Mendocino County.

## PROPOSED ACTIVITIES

These activities are based on NCO's experience responding to local needs since the beginning of the COVID-19 pandemic. Because the COVID-19 situation continues to change, NCO will be flexible in adapting the proposed activities and projected numbers.

- **Direct financial assistance.** Upon receipt of an application from the affected family or farm, NCO case managers will identify specific needs to determine their eligibility for assistance. *During the project period of September 2021 – June 2022, NCO anticipates providing assistance averaging \$1,000 - \$3,000 for up to 300 households.*
- **Locally-sourced food boxes.** NCO will distribute food boxes directly to families participating in the People Helping People program and will work with community food banks and other safety net organizations throughout the county to increase access to locally grown food for low-income families by sourcing and distributing

food boxes. *During the project period of September 2021 – June 2022, NCO anticipates distributing at least 3,500 food boxes.*

## PROJECT WORKPLAN

NCO will implement the project over the 9-month period of September 15, 2021 – June 15, 2022. A preliminary timeline is provided below.

MONTH	ACTIVITIES
September 2021 – December 2021	<ul style="list-style-type: none"> <li>• Conduct outreach and community education about available resources.</li> <li>• Update People Helping People application tracking and related processes, including data collection regarding socially disadvantaged and COVID-19 impacted farmers.</li> <li>• Leverage California’s Emergency Rental Assistance Program and any other available funding to assure there is no duplication of financial assistance.</li> <li>• Begin distributing direct financial assistance to eligible households and farmers who face immediate threats to food supply/distribution.</li> <li>• Begin distributing food boxes.</li> </ul>
January 2022 – June 2022	<ul style="list-style-type: none"> <li>• Provide ongoing case management for those most vulnerable and hardest hit by the lasting impacts of the COVID-19 pandemic.</li> <li>• Develop case management tools and local resource guides to improve economic recovery for impacted individuals/families and further develop self-sufficiency strategies.</li> <li>• Continue outreach and community education.</li> <li>• Continue distributing food boxes.</li> <li>• Continue distributing direct financial assistance.</li> </ul>
June 2022	<ul style="list-style-type: none"> <li>• Survey and report program outcomes for households and farmers.</li> <li>• Provide recommendations for longer term economic recovery and intervention strategies.</li> </ul>

## BUDGET

Budget Item	Activity and Purpose/Justification	Cost Breakdown	Cost
Case managers	Project activities will be coordinated by NCO Case Managers who will assist with all components of the project.	3 half-time case managers x \$2,165 per month x 9 months = \$58,455 30% fringe benefits = \$17,540	\$75,995
Outreach project assistance	Conduct community outreach/education and administrative assistance to ensure community members are aware of available resources.	1 half-time project assistant to provide community outreach and administrative support x \$1,735 per month x 9 months = \$15,615 30% fringe benefits = \$4,685	\$20,300
Direct financial assistance	Accept applications for assistance, determine eligibility, and disburse direct financial assistance.	Anticipated range of \$1,000 - \$3,000 in direct financial assistance	\$300,000
Food box distribution	Source local foods, assemble food boxes, and distribute boxes to individual families and through food banks and other safety net organizations.	Refrigerated truck rental @ \$1,750 per month x 9 months = \$15,750 Food delivery expenses (e.g. insurance, fuel, maintenance) @ \$500 per month x 9 months = \$4,500 Food boxes @ \$35 per box x 3,500 boxes = \$122,500 in direct food assistance	\$142,750
Total direct costs	Direct support to local families and farmers	NCO staffing/care coordination: \$96,295 Infrastructure support: \$20,250 Direct financial/food assistance: \$422,500	\$539,045
Indirect costs	Administrative overhead	9 % of total direct costs	\$48,515
<b>TOTAL</b>			<b>\$587,560</b>



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4g)**

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**To: Board of Supervisors**

**From: Assessor/Clerk-Recorder**

**Meeting Date:** October 26, 2021

**Department Contact:** Skylar Gravatt

**Phone:** 7072346827

**Department Contact:** Katrina Bartolomie

**Phone:** 7072346826

**Item Type:** Consent Agenda

**Time Allocated for Item:** n/a

**Agenda Title:**

Acceptance of Mendocino County's Certification of the September 14<sup>th</sup> 2021 California Gubernatorial Recall Election

**Recommended Action/Motion:**

Accept Mendocino County's certification of the September 14<sup>th</sup> 2021 California Gubernatorial Recall Election.

**Previous Board/Board Committee Actions:**

None.

**Summary of Request:**

Attached is the "Certificate of County Clerk to the Result of the Canvass," the "Machine Count and Hand Tally Comparisons" for the Election Night Results, and the "Final Official Results" for the September 14<sup>th</sup> 2021, California Gubernatorial Recall Election for your review.

**Alternative Action/Motion:**

Do not accept Certification and return with 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

**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

**budget clarification:** n/a

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**Item #: 4g)**

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

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**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

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**FOR COB USE ONLY**

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Executed By: Deputy Clerk

Final Status:Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.

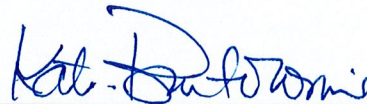
**CERTIFICATE OF COUNTY CLERK  
TO RESULT OF THE CANVASS  
AT THE SEPTEMBER 14<sup>TH</sup> 2021 CALIFORNIA  
GUBERNATORIAL RECALL ELECTION**

STATE OF CALIFORNIA       )  
  )ss.  
COUNTY OF MENDOCINO    )

I, **KATRINA BARTOLOMIE**, ASSESSOR-COUNTY CLERK-RECORDER OF SAID COUNTY, DO HEREBY CERTIFY THAT, IN PURSUANCE OF THE PROVISIONS OF SECTION 15301 OF THE ELECTION CODE, I DID CANVASS THE RETURNS OF THE VOTES CAST IN SAID COUNTY, AT THE **SEPTEMBER 14<sup>TH</sup> 2021 CALIFORNIA GUBERNATORIAL RECALL ELECTION** HELD ON **SEPTEMBER 14<sup>TH</sup> 2021**, FOR RECALL OF THE GOVERNOR OF CALIFORNIA, AND THAT THE STATEMENT OF THE VOTES CAST TO WHICH THIS CERTIFICATE IS ATTACHED, SHOWS THE TOTAL NUMBER OF VOTES CAST IN SAID COUNTY AND THE TOTAL NUMBER OF VOTES CAST FOR EACH CANDIDATE IN SAID COUNTY AND IN EACH OF THE RESPECTIVE CONSOLIDATED PRECINCTS THEREIN, AND THAT THE TOTALS OF THE RESPECTIVE COLUMNS AND THE TOTALS AS SHOWN FOR EACH CANDIDATE ARE FULL, TRUE, AND CORRECT.

**WITNESS MY HAND AND OFFICIAL SEAL THIS 12TH DAY OF OCTOBER 2021.**

(SEAL)



**KATRINA BARTOLOMIE**, Assessor-County  
Clerk-Recorder in and for the County of  
Mendocino, State of California



Machine Count and Hand Tally Comparisons – 1% Manual Tally  
**STATEWIDE GUBERNATORIAL RECALL ELECTION – SEPTEMBER 14, 2021**

	RECALL QUESTION																					
	YES		NO																			
Precinct	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine
300002	93	93	157	157																		
999402	4	4	44	44																		
400001	90	90	279	279																		
999216	57	57	180	180																		
999110	63	63	85	85																		
999506	11	11	81	81																		

	GUBERNATORIAL CANDIDATES																					
	Dan Kapelovitz		Kevin K Kaul		Chauncey Slim Killens		Kevin Kiley		Patrick Kilpatrick		Anthony Trimino		Joel Ventresca		Kevin L Faulconer		Rhonda Furin		Robert C Newman II		Dennis Richter	
Precinct	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine
300002	3	3	0	0	1	1	9	9	8	8	0	0	4	4	5	5	0	0	0	0	1	1
999402	1	1	0	0	0	0	1	1	3	3	0	0	18	18	0	0	0	0	0	0	1	1
400001	4	4	0	0	1	1	8	8	5	5	0	0	14	14	16	16	0	0	0	0	0	0
999216	1	1	0	0	0	0	9	9	2	2	0	0	6	6	6	6	0	0	0	0	0	0
999110	1	1	0	0	1	1	5	5	1	1	0	0	2	2	3	3	0	0	0	0	0	0
999506	0	0	0	0	1	1	1	1	5	5	0	0	13	13	2	2	0	0	0	0	0	0

	GUBERNATORIAL CANDIDATES																					
	Brandon M Ross		Sam L Gallucci		Ted Gaines		Caitlyn Jenner		Leo S Zacky		Jenny Rae Le Roux		David Lozano		Steve Chavez Lodge		Michael Loebbs		Denis Lucey		Diego Martinez	
Precinct	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine
300002	5	5	0	0	2	2	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
999402	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400001	12	12	0	0	0	0	2	2	0	0	0	0	0	0	1	1	0	0	0	0	0	0
999216	6	6	0	0	0	0	2	2	0	0	1	1	0	0	1	1	2	2	0	0	0	0
999110	2	2	0	0	4	4	2	2	0	0	0	0	0	0	2	2	1	1	0	0	0	0
999506	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0



Machine Count and Hand Tally Comparisons – 1% Manual Tally  
**STATEWIDE GUBERNATORIAL RECALL ELECTION – SEPTEMBER 14, 2021**

GUBERNATORIAL CANDIDATES																						
	Jeremiah Jeremy Marciniak		Daniel Mercuri		Jacqueline McGowan		David Moore		David Alexander Bramante		Holly L Baade		Angelyne		James G Hanink		David Hillberg		Jeff Hewitt		John R Drake	
Precinct	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine
300002	0	0	0	0	2	2	0	0	0	0	1	1	2	2	0	0	0	0	1	1	0	0
999402	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400001	0	0	0	0	7	7	3	3	0	0	2	2	3	3	0	0	0	0	1	1	5	5
999216	0	0	0	0	1	1	0	0	0	0	1	1	1	1	0	0	0	0	0	0	1	1
999110	0	0	0	0	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1
999506	0	0	0	0	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0

GUBERNATORIAL CANDIDATES																						
	Larry A Elder		Kevin Pafrath		Adam Papagan		Armando Mando Perez serrato		John Cox		Heather Collins		Daniel Watts		Nickolas Wildstar		Sarah Stephens		Denver Stoner		Joe M Symmon	
Precinct	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine
300002	66	66	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
999402	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
400001	59	59	14	14	0	0	1	1	7	7	0	0	5	5	0	0	0	0	0	0	0	0
999216	37	37	8	8	0	0	0	0	4	4	0	0	1	1	0	0	0	0	0	0	0	0
999110	33	33	15	15	0	0	0	0	10	10	0	0	0	0	0	0	0	0	0	0	0	0
999506	9	9	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

GUBERNATORIAL CANDIDATES																						
	Major Singh		Doug Ose																			
Precinct	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine	Hand	Machine
300002	0	0	0	0																		
999402	0	0	0	0																		
400001	0	0	7	7																		
999216	0	0	1	1																		
999110	0	0	0	0																		
999506	0	0	0	0																		

**STATEMENT OF VOTE - FINAL  
OFFICIAL**

09 14 2021 California Gubernatorial  
Recall

Run Time 3:10 PM  
Run Date 10/08/2021

**MENDOCINO COUNTY, CALIFORNIA**

**CALIFORNIA GUBERNATORIAL RECALL**

9/14/2021

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**Official Results**

**Registered Voters**  
34319 of 55056 = 62.33%

**Precincts Reporting**  
250 of 250 = 100.00%

**Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?**

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
100001-ANTONI LANE	148	137	285	3	0	288	0	288	502	57.37%
100002-LAUGHLIN	303	218	521	2	0	517	6	523	747	70.01%
100003-GREEN ACRE	284	279	563	2	0	545	20	565	832	67.91%
100004-EAGLE PEAK	252	197	449	3	1	442	11	453	737	61.47%
100005-DEERWOOD	113	144	257	0	0	255	2	257	351	73.22%
100006-KNOB HILL	174	286	460	3	0	461	2	463	632	73.26%
100007-UKIAH NORTH	79	143	222	0	0	222	0	222	385	57.66%
100008-TALMAGE	189	267	456	3	0	455	4	459	832	55.17%
100009-SPRING VALLEY	262	198	460	2	0	462	0	462	687	67.25%
100500-FORKS	103	145	248	1	0	247	2	249	455	54.73%
200001-OAK MANOR	98	139	237	3	0	230	10	240	424	56.60%
200003-HIGHLAND	223	427	650	4	0	639	15	654	1,108	59.03%
200004-CLARA	173	362	535	2	0	537	0	537	946	56.77%
300001-ALCOTT	259	335	594	1	0	583	12	595	950	62.63%
300002-CASTEEL	234	350	584	6	0	579	11	590	1,032	57.17%
300003-MEADOWBROOK	142	280	422	3	0	425	0	425	739	57.51%
300004-STRING CREEK	169	198	367	0	0	359	8	367	607	60.46%
300005-CENTER VALLEY	204	206	410	0	0	396	14	410	635	64.57%
300006-MUIR LANE	188	362	550	2	0	539	13	552	944	58.47%
300007-EAST VALLEY	193	289	482	5	0	473	14	487	962	50.62%

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## MENDOCINO COUNTY, CALIFORNIA

### CALIFORNIA GUBERNATORIAL RECALL

9/14/2021

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## Official Results

### Registered Voters

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### Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
300008-BLACK ROCK	160	390	550	3	0	553	0	553	935	59.14%
400001-MACKERRICHER	163	389	552	4	0	543	13	556	775	71.74%
400002-PUDDING CREEK	124	225	349	3	0	346	6	352	487	72.28%
400003-HARE CREEK	75	130	205	1	0	202	4	206	336	61.31%
400004-MADRONE	206	459	665	2	0	667	0	667	1,090	61.19%
400005-CASPAR	225	530	755	5	0	757	3	760	1,054	72.11%
400006-RUSSIAN GULCH	68	289	357	0	1	358	0	358	446	80.27%
400007-CASPAR ORCHARD	47	190	237	0	1	238	0	238	337	70.62%
500001-SURFWOOD	52	165	217	0	0	211	6	217	274	79.20%
500002-LITTLE RIVER AIRPORT	55	347	402	3	0	401	4	405	534	75.84%
500003-COMPTCHE	66	166	232	0	0	216	16	232	337	68.84%
500004-ALBION	53	462	515	1	1	517	0	517	687	75.25%
500005-ANDERSON	163	527	690	6	0	670	26	696	1,129	61.65%
500006-EUREKA HILL	52	200	252	0	0	245	7	252	379	66.49%
500007-FISHROCK	106	493	599	2	0	587	14	601	802	74.94%
500008-GUALALA	60	288	348	2	0	337	13	350	519	67.44%
500009-WEST SANEL	98	99	197	2	0	199	0	199	279	71.33%
999102-SAN HEDRIN	31	50	81	0	0	81	0	81	119	68.07%
999103-UPPER POTTER	78	61	139	0	0	139	0	139	185	75.14%

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## MENDOCINO COUNTY, CALIFORNIA

### CALIFORNIA GUBERNATORIAL RECALL

9/14/2021

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### Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999104-LOWER POTTER	41	78	119	0	0	119	0	119	185	64.32%
999105-VISTA DEL LAGO	36	39	75	1	0	76	0	76	124	61.29%
999106-LOOKOUT	0	1	1	0	0	1	0	1	1	100.00%
999107-RIDGEVIEW	21	46	67	0	0	67	0	67	151	44.37%
999108-REDWOOD VALLEY	84	64	148	1	0	149	0	149	289	51.56%
999109-WEBB RANCH	16	4	20	0	0	20	0	20	33	60.61%
999110-SCENIC WAY	145	155	300	3	0	303	0	303	439	69.02%
999111-RIVER ROCK	0	0	0	0	0	0	0	0	0	0.00%
999112-MARINA	76	74	150	0	0	150	0	150	242	61.98%
999113-CALPELLA	75	70	145	1	0	146	0	146	325	44.92%
999114-DURABLE MILL	10	7	17	0	0	17	0	17	50	34.00%
999115-ELDRIDGE CREEK	2	0	2	0	0	2	0	2	2	100.00%
999116-WESTERN HILLS	35	56	91	0	0	91	0	91	236	38.56%
999117-KING RANCH	6	13	19	0	0	19	0	19	20	95.00%
999118-LAKE MENDOCINO	9	6	15	1	0	16	0	16	20	80.00%
999119-NORTH STATE	0	6	6	0	0	6	0	6	7	85.71%
999120-CREEKBRIDGE	86	66	152	1	0	153	0	153	238	64.29%
999121-FEEDLOT	11	15	26	0	0	26	0	26	83	31.33%
999122-ALEXANDER	4	1	5	0	0	5	0	5	8	62.50%
999123-EAST FORK	14	8	22	0	0	22	0	22	30	73.33%

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**MENDOCINO COUNTY, CALIFORNIA**

**CALIFORNIA GUBERNATORIAL RECALL**

9/14/2021

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**Official Results**

**Registered Voters**  
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**Precincts Reporting**  
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**Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?**

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999124-ZINFANDEL	64	62	126	0	0	126	0	126	198	63.64%
999125-VICHY SPRINGS	9	22	31	0	0	31	0	31	38	81.58%
999126-NORGARD	11	34	45	0	0	45	0	45	219	20.55%
999127-ROGINA NORTH	40	35	75	0	0	75	0	75	119	63.03%
999128-RIVER	69	34	103	0	0	103	0	103	164	62.80%
999129-EL ROBLE	2	4	6	0	0	6	0	6	12	50.00%
999130-GREEN VALLEY	0	0	0	0	0	0	0	0	0	0.00%
999131-MCNEAR	7	2	9	0	0	9	0	9	34	26.47%
999132-MILANI	0	0	0	0	0	0	0	0	0	0.00%
999133-COYOTE DAM	1	1	2	0	0	2	0	2	2	100.00%
999134-HOWARD CREEK	39	27	66	0	0	66	0	66	168	39.29%
999135-COW MOUNTAIN	6	11	17	0	0	17	0	17	21	80.95%
999136-MORRISON CREEK	0	0	0	0	0	0	0	0	0	0.00%
999137-SULPHUR CREEK	8	0	8	0	0	8	0	8	10	80.00%
999138-RIDGE ROAD	3	2	5	0	0	5	0	5	5	100.00%
999139-PLANT ROAD	0	0	0	0	0	0	0	0	0	0.00%
999140-PINECREST	43	16	59	0	0	59	0	59	95	62.11%
999141-COLONY	61	82	143	0	0	143	0	143	235	60.85%
999142-RIVERBANK	0	0	0	0	0	0	0	0	0	0.00%
999143-WEST FORK	0	0	0	0	0	0	0	0	0	0.00%

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**MENDOCINO COUNTY, CALIFORNIA**

**CALIFORNIA GUBERNATORIAL RECALL**

9/14/2021

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**Official Results**

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250 of 250 = 100.00%

**Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?**

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999144-NORGARD SOUTH	3	1	4	0	0	4	0	4	10	40.00%
999145-AIRPORT SOUTH	0	0	0	0	0	0	0	0	0	0.00%
999146-MFP	0	0	0	0	0	0	0	0	0	0.00%
999147-MAVERICK	1	2	3	0	0	3	0	3	3	100.00%
999148-EL DORADO	87	73	160	0	0	160	0	160	203	78.82%
999149-MASONITE MILL	0	0	0	0	0	0	0	0	0	0.00%
999150-APPOLINARIS	58	38	96	0	0	96	0	96	162	59.26%
999151-NICOLL	2	5	7	0	0	7	0	7	16	43.75%
999201-AIRPORT	4	3	7	0	0	7	0	7	13	53.85%
999202-MENDOCINO PLACE	74	136	210	1	0	211	0	211	293	72.01%
999203-MENDOCINO GARDENS	46	100	146	0	0	146	0	146	204	71.57%
999204-ROSE	74	68	142	1	0	143	0	143	298	47.99%
999205-NOKOMIS	124	179	303	1	0	304	0	304	533	57.04%
999206-COOPER	61	54	115	1	0	116	0	116	264	43.94%
999207-MARLENE	47	69	116	1	0	117	0	117	224	52.23%
999208-CHERRY	44	73	117	1	0	118	0	118	330	35.76%
999209-GOBBI	19	41	60	0	0	60	0	60	133	45.11%
999210-TANDY	1	0	1	0	0	1	0	1	4	25.00%
999211-ORCHARD	59	83	142	1	0	143	0	143	235	60.85%

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**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?**

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999212-LESLIE	37	60	97	0	0	97	0	97	175	55.43%
999213-EL RIO	65	73	138	1	0	139	0	139	258	53.88%
999214-SEMINARY	32	91	123	0	0	123	0	123	187	65.78%
999215-PERKINS	67	103	170	0	0	170	0	170	237	71.73%
999216-HOLDEN	92	246	338	2	0	340	0	340	513	66.28%
999217-PINE	13	70	83	0	0	83	0	83	108	76.85%
999218-FREITAS	48	89	137	0	0	137	0	137	299	45.82%
999219-NORTH MAIN	55	92	147	0	0	147	0	147	325	45.23%
999220-WALNUT	35	120	155	0	0	155	0	155	214	72.43%
999221-MCDONALDS	0	0	0	0	0	0	0	0	0	0.00%
999222-HENRY	32	90	122	0	0	122	0	122	195	62.56%
999223-PARK	50	117	167	1	0	168	0	168	245	68.57%
999224-AIRPORT EAST	0	0	0	0	0	0	0	0	0	0.00%
999225-SIDNIE	27	13	40	0	0	40	0	40	94	42.55%
999226-CARLETON	36	56	92	2	0	94	0	94	173	54.34%
999227-VINEWOOD	32	54	86	1	0	87	0	87	149	58.39%
999228-MAGNOLIA	39	44	83	0	0	83	0	83	151	54.97%
999229-DONNER	74	86	160	1	0	161	0	161	294	54.76%
999230-EMPIRE GARDENS	25	54	79	0	0	79	0	79	180	43.89%
999231-HIGH SCHOOL	72	91	163	0	0	163	0	163	295	55.25%



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## Official Results

### Registered Voters

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## Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999232-TEDFORD	49	88	137	0	0	137	0	137	292	46.92%
999233-TOKAY	52	75	127	0	0	127	0	127	179	70.95%
999234-LAWS	44	47	91	1	0	92	0	92	246	37.40%
999235-MENDOCINO WEST	2	0	2	0	0	2	0	2	2	100.00%
999236-MASONITE	0	5	5	0	0	5	0	5	18	27.78%
999301-BELL SPRINGS	23	109	132	0	0	132	0	132	228	57.89%
999302-SPYROCK	24	65	89	1	0	90	0	90	149	60.40%
999303-MINA	38	77	115	1	0	116	0	116	226	51.33%
999304-RESERVATION	37	58	95	2	0	97	0	97	202	48.02%
999305-NOMLACKI	32	62	94	1	0	95	0	95	234	40.60%
999306-COVELO	15	47	62	0	0	62	0	62	141	43.97%
999307-ETSEL	62	44	106	1	0	107	0	107	177	60.45%
999308-VISTA	27	40	67	1	0	68	0	68	201	33.83%
999309-DOS RIOS	15	25	40	0	0	40	0	40	69	57.97%
999310-TOMKI CREEK	34	59	93	0	0	93	0	93	135	68.89%
999311-CAVE CREEK	1	15	16	0	0	16	0	16	40	40.00%
999312-LAKESIDE	51	59	110	0	0	110	0	110	213	51.64%
999313-LAYTONVILLE	44	58	102	0	0	102	0	102	201	50.75%
999314-OUTLET CREEK	40	142	182	1	1	184	0	184	255	72.16%
999315-SWAMP GULCH	21	68	89	1	0	90	0	90	155	58.06%

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**Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?**

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999316-IRMULCO	67	68	135	0	0	135	0	135	193	69.95%
999317-BIRCH	0	0	0	0	0	0	0	0	2	0.00%
999318-HAWK	40	78	118	0	0	118	0	118	205	57.56%
999319-LUPINE	64	71	135	1	0	136	0	136	210	64.76%
999320-EAST SIDE	62	105	167	0	0	167	0	167	246	67.89%
999322-EAST HILL	94	84	178	2	0	180	0	180	311	57.88%
999323-SAN FRANCISCO	86	106	192	1	0	193	0	193	400	48.25%
999326-WILLITS	53	93	146	2	0	148	0	148	244	60.66%
999327-POPPY	0	0	0	0	0	0	0	0	0	0.00%
999328-TURNER CREEK	0	0	0	0	0	0	0	0	0	0.00%
999329-HOLMEN RIDGE	9	28	37	0	0	37	0	37	45	82.22%
999330-LONGVALE	23	50	73	1	0	74	0	74	136	54.41%
999401-ANDERSONIA	25	51	76	0	0	76	0	76	106	71.70%
999402-BEAR HARBOR	5	51	56	0	0	56	0	56	81	69.14%
999403-BEAR PEN CREEK	0	3	3	0	0	3	0	3	7	42.86%
999404-MUD CREEK	48	72	120	1	0	121	0	121	207	58.45%
999405-MCCOY CREEK	12	32	44	0	0	44	0	44	65	67.69%
999406-WESTPORT	23	94	117	1	0	118	0	118	160	73.75%
999407-TEN MILE	11	42	53	1	0	54	0	54	87	62.07%
999408-WARD	23	57	80	1	0	81	0	81	119	68.07%

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### Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999409-LITTLE VALLEY	54	166	220	1	0	221	0	221	269	82.16%
999410-FOREST	54	91	145	0	0	145	0	145	226	64.16%
999411-NOYO RIVER	55	95	150	0	0	150	0	150	193	77.72%
999412-CEDAR	86	111	197	0	0	197	0	197	260	75.77%
999413-CREEKSIDE	5	1	6	0	0	6	0	6	13	46.15%
999414-ROADS END	57	102	159	0	0	159	0	159	231	68.83%
999415-HARBOR	43	58	101	0	0	101	0	101	169	59.76%
999416-NOYO ACRES	49	93	142	0	0	142	0	142	208	68.27%
999417-OCEAN VIEW	55	134	189	0	0	189	0	189	288	65.63%
999418-DEWARREN	0	0	0	0	0	0	0	0	0	0.00%
999419-STATE FOREST	0	0	0	0	0	0	0	0	0	0.00%
999420-SUMMERS	59	104	163	0	0	163	0	163	243	67.08%
999421-OCEAN	61	118	179	1	0	180	0	180	268	67.16%
999422-OCEAN MEADOWS	9	28	37	0	0	37	0	37	52	71.15%
999423-SEAVIEW	17	35	52	0	0	52	0	52	75	69.33%
999424-SPRUCE	29	107	136	1	0	137	0	137	241	56.85%
999425-BUSH	26	162	188	0	0	188	0	188	239	78.66%
999426-FIR	32	82	114	0	0	114	0	114	195	58.46%
999427-LAUREL	32	81	113	0	0	113	0	113	180	62.78%
999428-FERN	63	110	173	1	0	174	0	174	265	65.66%

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**Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?**

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999429-OAK	44	125	169	1	0	170	0	170	256	66.41%
999430-MONSEN	0	0	0	0	0	0	0	0	0	0.00%
999431-MADSEN	0	0	0	0	0	0	0	0	0	0.00%
999432-WALL	34	91	125	0	0	125	0	125	194	64.43%
999433-FRANKLIN	25	42	67	0	0	67	0	67	171	39.18%
999434-ALDER	43	111	154	2	0	156	0	156	238	65.55%
999435-HAZEL	36	83	119	0	0	119	0	119	226	52.65%
999436-SANDERSON	33	94	127	0	0	127	0	127	207	61.35%
999437-CYPRESS	45	113	158	0	0	158	0	158	287	55.05%
999438-NORTH HARBOR	39	75	114	0	0	114	0	114	165	69.09%
999439-DEER MEADOWS	2	9	11	0	0	11	0	11	13	84.62%
999440-RIVERVIEW	0	5	5	0	0	5	0	5	11	45.45%
999441-JACKSON	30	48	78	0	0	78	0	78	147	53.06%
999442-NORTHSPUR	3	13	16	0	0	16	0	16	19	84.21%
999443-DUNLAP	3	6	9	0	0	9	0	9	12	75.00%
999501-CUMMINGS	24	145	169	1	0	170	0	170	209	81.34%
999502-CRESTWOOD	23	154	177	1	0	178	0	178	227	78.41%
999503-LANSING	17	57	74	1	0	75	0	75	101	74.26%
999504-MAIN	17	134	151	0	0	151	0	151	214	70.56%
999505-LITTLE LAKE	25	134	159	0	0	159	0	159	222	71.62%

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## Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999506-BIG RIVER	24	125	149	1	0	150	0	150	197	76.14%
999507-VAN DAMME	45	127	172	0	0	172	0	172	225	76.44%
999508-LEONARD LAKE	31	137	168	1	0	169	0	169	249	67.87%
999509-JACK SMITH CREEK	0	0	0	0	0	0	0	0	0	0.00%
999510-CUFFEYS COVE	44	151	195	0	0	195	0	195	259	75.29%
999511-ELK	5	37	42	1	0	43	0	43	59	72.88%
999512-BRIDGEPORT	20	89	109	0	0	109	0	109	141	77.30%
999513-MANCHESTER	60	107	167	1	0	168	0	168	247	68.02%
999514-ARENA	26	137	163	2	0	165	0	165	307	53.75%
999515-GUALALA LOOKOUT	6	5	11	0	0	11	0	11	16	68.75%
999516-IVERSEN	20	113	133	0	0	133	0	133	181	73.48%
999517-IVERSEN LANDING	14	79	93	0	0	93	0	93	122	76.23%
999518-ANCHOR BAY	7	25	32	0	0	32	0	32	35	91.43%
999519-PEPPERWOOD	19	65	84	1	0	85	0	85	118	72.03%
999520-RANCHO NAVARRO	16	60	76	0	0	76	0	76	112	67.86%
999521-WHITE GULCH	0	7	7	0	0	7	0	7	14	50.00%
999522-COUNTS	83	291	374	0	0	374	0	374	520	71.92%
999523-INDIAN CREEK	1	2	3	0	0	3	0	3	5	60.00%
999525-GRIZZLY PEAK	10	15	25	0	0	25	0	25	40	62.50%
999526-UNIVERSITY	9	9	18	0	0	18	0	18	23	78.26%

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**Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?**

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999527-BEEBE CREEK	6	9	15	0	0	15	0	15	18	83.33%
999528-EAST SANEL	117	190	307	1	0	308	0	308	569	54.13%
999529-HENRY STATION	62	90	152	0	0	152	0	152	199	76.38%
999530-RUSSIAN RIVER	63	88	151	0	0	151	0	151	233	64.81%
999531-SNOW MOUNTAIN	0	6	6	0	0	6	0	6	6	100.00%
999532-PINE RIDGE	11	53	64	0	0	64	0	64	94	68.09%
999533-OAK KNOLL	96	90	186	0	0	186	0	186	271	68.63%
999534-STIPP	56	38	94	0	0	94	0	94	128	73.44%
999535-FIRCREST	31	31	62	1	0	63	0	63	105	60.00%
999536-VALLEY VIEW	84	92	176	0	0	176	0	176	296	59.46%
999537-ACKERMAN CREEK	2	9	11	0	0	11	0	11	14	78.57%
999538-HENSLEY CREEK	84	47	131	0	0	131	0	131	227	57.71%
999539-RIDGEWOOD	42	101	143	1	0	144	0	144	211	68.25%
999540-PINOLEVILLE	18	82	100	0	0	100	0	100	156	64.10%
999541-REEVES CANYON	13	10	23	0	0	23	0	23	32	71.88%
999542-BURKE HILL	49	36	85	1	0	86	0	86	154	55.84%
999543-SPANISH MOUNTAIN	2	4	6	1	0	7	0	7	9	77.78%
999544-RICE	0	5	5	0	0	5	0	5	9	55.56%
999545-SIGNAL RIDGE	0	2	2	0	0	2	0	2	2	100.00%
999546-MOUNTAIN TOP	0	3	3	0	0	3	0	3	3	100.00%

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**Official Results**

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250 of 250 = 100.00%

**Shall GAVIN NEWSOM be recalled (removed) from the office of Governor?**

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999547-FELIZ CREEK	4	0	4	0	0	4	0	4	7	57.14%
999548-MCNAB	0	0	0	0	0	0	0	0	0	0.00%
999549-ORR CREEK	0	0	0	0	0	0	0	0	1	0.00%
999550-AUCTION YARD	6	0	6	0	0	6	0	6	6	100.00%
999551-LOW GAP	25	45	70	0	0	70	0	70	94	74.47%
999552-RANCH	1	0	1	0	0	1	0	1	1	100.00%
999553-SOZZONI NORTH	0	0	0	0	0	0	0	0	0	0.00%
999554-SOZZONI SOUTH	0	0	0	0	0	0	0	0	0	0.00%
999555-HENSLEY SOUTH	6	1	7	0	0	7	0	7	13	53.85%
999556-MUIR CANYON	50	78	128	1	0	129	0	129	181	71.27%
999557-JEFFERSON	11	30	41	0	0	41	0	41	114	35.96%
999558-FAIRVIEW COURT	70	90	160	0	0	160	0	160	281	56.94%
<b>Totals</b>	<b>12,075</b>	<b>22,093</b>	<b>34,168</b>	<b>146</b>	<b>5</b>	<b>34,063</b>	<b>256</b>	<b>34,319</b>	<b>55,056</b>	<b>62.33%</b>

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### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
100001-ANTONI LANE	0	2	10	6	0	13	15	0	0	0	8	1
100002-LAUGHLIN	1	4	30	5	1	18	14	0	1	1	8	2
100003-GREEN ACRE	3	2	23	6	1	12	23	0	0	1	8	2
100004-EAGLE PEAK	2	4	15	5	1	13	6	0	0	0	3	0
100005-DEERWOOD	1	0	5	2	0	5	12	0	0	0	7	0
100006-KNOB HILL	0	0	15	5	0	18	19	0	0	0	10	0
100007-UKIAH NORTH	0	2	10	5	0	11	6	0	0	1	8	0
100008-TALMAGE	1	1	16	12	1	5	9	0	0	0	9	0
100009-SPRING VALLEY	0	1	30	6	1	7	22	0	1	1	7	0
100500-FORKS	1	0	9	4	0	16	4	0	0	1	10	1
200001-OAK MANOR	0	1	5	5	0	2	9	0	0	0	4	1
200003-HIGHLAND	4	0	15	8	0	20	36	0	3	0	20	1
200004-CLARA	2	4	13	11	0	13	18	0	0	1	11	0
300001-ALCOTT	1	7	24	10	1	8	6	0	1	2	14	1
300002-CASTEEL	1	3	20	13	1	17	14	0	0	1	16	0
300003-MEADOWBROOK	0	2	15	15	0	6	3	0	0	0	6	0
300004-STRING CREEK	0	2	13	4	0	5	7	0	0	0	15	0
300005-CENTER VALLEY	0	4	16	4	0	4	11	0	0	0	3	0
300006-MUIR LANE	2	2	18	11	1	24	9	0	1	4	8	0
300007-EAST VALLEY	4	5	7	10	0	20	9	0	0	1	4	0



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### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
100001-ANTONI LANE	2	1	0	0	0	0	1	0	0	0	0	2
100002-LAUGHLIN	6	3	1	2	0	0	0	0	2	0	0	2
100003-GREEN ACRE	9	6	1	2	2	3	1	0	3	0	0	9
100004-EAGLE PEAK	3	3	0	2	0	1	0	0	0	0	0	2
100005-DEERWOOD	2	1	0	0	0	0	0	0	0	0	0	2
100006-KNOB HILL	0	4	1	0	0	1	0	0	0	0	0	2
100007-UKIAH NORTH	3	1	0	0	0	2	0	0	0	0	0	2
100008-TALMAGE	0	6	0	1	1	1	0	0	0	0	0	6
100009-SPRING VALLEY	3	3	1	0	1	0	0	0	0	0	0	7
100500-FORKS	2	5	0	1	1	0	0	0	0	0	0	3
200001-OAK MANOR	0	3	0	1	1	0	0	0	2	0	0	3
200003-HIGHLAND	1	3	0	0	0	0	1	0	0	2	2	13
200004-CLARA	4	5	1	0	1	1	4	0	0	0	0	16
300001-ALCOTT	5	5	1	0	0	0	4	1	0	0	1	5
300002-CASTEEL	4	5	1	1	0	1	0	0	0	0	1	13
300003-MEADOWBROOK	2	6	0	0	0	2	1	0	0	0	1	8
300004-STRING CREEK	6	1	0	1	0	0	0	0	0	0	0	4
300005-CENTER VALLEY	2	3	0	0	0	0	2	0	0	0	5	5
300006-MUIR LANE	3	3	0	0	0	0	4	0	0	0	0	10
300007-EAST VALLEY	3	8	0	0	1	1	2	0	0	1	1	9

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
100001-ANTONI LANE	1	0	2	0	0	0	1	0	90	15	0	0
100002-LAUGHLIN	0	0	0	1	0	0	5	0	202	16	0	5
100003-GREEN ACRE	3	3	0	2	0	0	3	2	177	17	0	5
100004-EAGLE PEAK	0	2	3	1	0	0	1	0	180	15	0	1
100005-DEERWOOD	0	0	1	0	0	0	2	0	81	9	0	0
100006-KNOB HILL	2	0	1	1	0	0	3	0	120	23	0	1
100007-UKIAH NORTH	0	0	0	0	0	0	2	2	42	4	0	0
100008-TALMAGE	0	0	0	1	0	0	2	2	119	14	1	1
100009-SPRING VALLEY	1	0	0	3	0	0	0	1	172	15	1	0
100500-FORKS	2	0	0	0	1	0	2	0	57	4	0	2
200001-OAK MANOR	0	0	1	0	0	0	2	0	68	5	0	1
200003-HIGHLAND	1	0	1	0	0	0	4	2	132	52	1	3
200004-CLARA	2	0	6	0	0	0	3	1	104	28	2	2
300001-ALCOTT	0	1	4	0	1	1	5	3	177	17	0	3
300002-CASTEEL	0	0	3	2	1	0	2	0	162	25	0	2
300003-MEADOWBROOK	1	0	1	1	0	0	2	5	87	30	0	3
300004-STRING CREEK	2	0	0	0	0	0	1	1	110	17	0	0
300005-CENTER VALLEY	0	0	2	2	0	0	1	1	137	9	0	0
300006-MUIR LANE	2	0	6	1	0	0	3	1	111	21	0	2
300007-EAST VALLEY	0	2	4	1	1	0	2	0	124	11	0	2

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## Official Results

### Registered Voters

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### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
100001-ANTONI LANE	21	0	0	0	0	1	0	0	0	0	0	192	95
100002-LAUGHLIN	30	0	3	0	0	1	0	0	2	0	0	366	155
100003-GREEN ACRE	24	2	3	0	0	1	0	0	1	8	2	370	193
100004-EAGLE PEAK	27	3	2	0	0	5	0	0	1	5	0	306	147
100005-DEERWOOD	9	0	0	1	0	0	0	1	1	1	0	143	114
100006-KNOB HILL	10	0	1	0	1	0	0	0	3	3	3	247	215
100007-UKIAH NORTH	9	1	1	1	0	0	0	0	1	1	2	117	104
100008-TALMAGE	24	1	0	0	0	0	0	1	4	4	0	243	215
100009-SPRING VALLEY	21	0	2	0	0	0	0	0	4	5	1	317	142
100500-FORKS	11	0	2	0	0	0	0	0	1	0	0	140	102
200001-OAK MANOR	9	0	5	0	0	0	0	0	3	0	0	131	107
200003-HIGHLAND	19	4	4	0	0	1	0	0	4	10	2	369	284
200004-CLARA	22	2	5	0	0	0	2	2	4	6	0	296	235
300001-ALCOTT	23	2	3	0	0	3	0	0	1	3	0	344	248
300002-CASTEEL	15	1	8	0	1	1	0	0	5	4	0	344	239
300003-MEADOWBROOK	29	1	4	0	0	0	0	1	1	4	0	237	184
300004-STRING CREEK	21	0	0	0	0	0	0	0	5	2	1	218	147
300005-CENTER VALLEY	19	0	5	0	0	0	0	2	2	3	0	242	166
300006-MUIR LANE	34	0	7	2	0	3	0	0	3	8	0	304	246
300007-EAST VALLEY	20	0	3	1	0	2	0	1	3	4	0	267	2

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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
100001-ANTONI LANE	1	288	0	288	502	57.37%
100002-LAUGHLIN	2	517	6	523	747	70.01%
100003-GREEN ACRE	2	545	20	565	832	67.91%
100004-EAGLE PEAK	0	442	11	453	737	61.47%
100005-DEERWOOD	0	255	2	257	351	73.22%
100006-KNOB HILL	1	461	2	463	632	73.26%
100007-UKIAH NORTH	1	222	0	222	385	57.66%
100008-TALMAGE	1	455	4	459	832	55.17%
100009-SPRING VALLEY	3	462	0	462	687	67.25%
100500-FORKS	7	247	2	249	455	54.73%
200001-OAK MANOR	2	230	10	240	424	56.60%
200003-HIGHLAND	1	639	15	654	1,108	59.03%
200004-CLARA	6	537	0	537	946	56.77%
300001-ALCOTT	3	583	12	595	950	62.63%
300002-CASTEEL	7	579	11	590	1,032	57.17%
300003-MEADOWBROOK	4	425	0	425	739	57.51%
300004-STRING CREEK	2	359	8	367	607	60.46%
300005-CENTER VALLEY	2	396	14	410	635	64.57%
300006-MUIR LANE	2	539	13	552	944	58.47%
300007-EAST VALLEY	1	473	14	487	962	50.62%

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**Official Results**

**Registered Voters**  
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**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
300008-BLACK ROCK	0	1	6	17	1	21	13	0	0	1	16	0
400001-MACKERRICHER	2	1	15	9	0	19	20	0	0	0	15	0
400002-PUDDING CREEK	0	5	8	11	0	19	10	0	0	0	8	0
400003-HARE CREEK	0	1	7	2	1	10	13	0	0	1	3	0
400004-MADRONE	5	2	11	17	0	21	10	0	0	1	16	0
400005-CASPAR	0	2	22	18	0	24	30	0	0	0	15	0
400006-RUSSIAN GULCH	0	1	3	5	0	29	10	0	0	0	12	0
400007-CASPAR ORCHARD	1	0	4	7	0	16	11	0	0	0	3	0
500001-SURFWOOD	0	0	6	6	0	17	6	0	0	0	5	0
500002-LITTLE RIVER AIRPORT	0	0	11	11	0	16	14	0	1	0	10	0
500003-COMPTCHE	0	1	5	3	0	9	4	0	0	0	7	0
500004-ALBION	1	0	4	10	0	47	10	0	1	1	12	0
500005-ANDERSON	3	0	10	13	1	40	14	2	0	0	13	1
500006-EUREKA HILL	0	0	2	7	0	12	3	0	1	1	5	0
500007-FISHROCK	0	2	7	11	0	20	10	0	0	4	23	0
500008-GUALALA	0	0	1	6	1	17	6	0	0	0	8	0
500009-WEST SANEL	1	1	1	7	0	4	4	0	0	1	2	0
999102-SAN HEDRIN	0	2	3	1	1	2	2	0	0	0	0	0
999103-UPPER POTTER	0	0	2	1	0	3	9	0	2	0	2	1

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

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250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
300008-BLACK ROCK	0	4	0	0	0	0	0	0	0	0	0	22
400001-MACKERRICHER	1	4	0	0	0	1	4	0	0	0	0	12
400002-PUDDING CREEK	1	0	0	1	0	0	3	1	0	0	0	4
400003-HARE CREEK	0	2	0	0	0	0	0	1	0	0	0	6
400004-MADRONE	5	7	0	1	2	0	2	0	0	0	2	14
400005-CASPAR	7	2	0	1	1	4	2	0	1	0	1	16
400006-RUSSIAN GULCH	1	1	0	1	0	0	1	0	0	2	0	3
400007-CASPAR ORCHARD	1	1	0	0	0	0	1	0	0	0	0	3
500001-SURFWOOD	1	2	0	1	0	1	0	0	0	0	0	7
500002-LITTLE RIVER AIRPORT	2	0	0	0	0	0	0	0	0	0	0	6
500003-COMPTCHE	2	1	0	0	0	0	0	0	0	0	0	4
500004-ALBION	0	2	0	2	0	0	0	0	0	0	0	7
500005-ANDERSON	1	7	0	1	0	1	1	1	0	0	1	15
500006-EUREKA HILL	2	2	0	0	0	1	1	0	0	1	0	6
500007-FISHROCK	0	3	1	0	0	0	0	0	0	0	0	12
500008-GUALALA	2	2	0	0	0	0	1	0	0	0	0	1
500009-WEST SANEL	0	2	0	1	0	0	0	0	0	0	0	5
999102-SAN HEDRIN	0	1	0	0	0	0	0	0	0	0	0	0
999103-UPPER POTTER	0	0	0	0	0	0	0	0	0	0	0	2

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
300008-BLACK ROCK	2	2	8	2	0	0	3	4	112	9	0	1
400001-MACKERRICHER	6	0	3	3	0	0	1	5	104	23	0	1
400002-PUDDING CREEK	2	0	0	1	0	0	0	1	81	13	0	0
400003-HARE CREEK	1	0	0	0	0	0	0	1	42	9	0	1
400004-MADRONE	2	5	4	2	1	0	4	2	122	19	0	4
400005-CASPAR	2	1	2	1	0	0	8	4	130	26	0	2
400006-RUSSIAN GULCH	0	0	5	3	0	0	1	3	46	27	0	0
400007-CASPAR ORCHARD	0	3	1	0	0	2	1	3	29	14	0	0
500001-SURFWOOD	1	0	2	1	0	0	1	0	35	3	0	0
500002-LITTLE RIVER AIRPORT	1	1	2	1	0	0	1	0	27	16	0	0
500003-COMPTCHE	0	0	0	1	0	0	1	4	48	6	0	0
500004-ALBION	3	0	1	1	0	0	7	3	31	32	1	1
500005-ANDERSON	3	1	4	4	0	0	3	2	107	33	0	6
500006-EUREKA HILL	1	0	4	0	0	0	0	0	36	11	0	1
500007-FISHROCK	1	0	2	3	0	0	2	1	61	34	0	1
500008-GUALALA	1	0	2	0	0	0	0	6	45	12	0	1
500009-WEST SANEL	0	0	3	2	0	1	0	0	76	8	0	0
999102-SAN HEDRIN	0	0	1	0	0	0	0	0	22	5	0	0
999103-UPPER POTTER	0	0	0	0	0	0	1	0	58	3	0	0

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## Official Results

### Registered Voters

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### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
300008-BLACK ROCK	16	3	7	0	0	2	0	0	2	10	1	286	264
400001-MACKERRICHER	15	0	6	0	0	1	0	0	8	5	0	284	270
400002-PUDDING CREEK	10	1	3	0	0	2	0	0	4	2	0	191	161
400003-HARE CREEK	14	0	2	0	0	1	0	0	0	1	0	119	87
400004-MADRONE	21	1	4	0	4	1	0	0	4	9	0	325	335
400005-CASPAR	24	1	11	0	1	0	0	0	3	7	0	369	389
400006-RUSSIAN GULCH	6	1	3	0	0	0	0	0	0	4	0	168	189
400007-CASPAR ORCHARD	3	4	5	0	0	0	0	0	0	1	0	114	124
500001-SURFWOOD	1	1	5	0	0	0	0	0	1	0	0	103	114
500002-LITTLE RIVER AIRPORT	5	2	9	0	0	0	0	0	1	8	0	145	259
500003-COMPTCHE	2	2	3	0	0	1	0	0	0	2	0	106	126
500004-ALBION	5	3	4	0	0	1	0	0	0	5	0	195	319
500005-ANDERSON	13	4	7	1	0	3	0	0	1	15	0	332	358
500006-EUREKA HILL	0	0	2	0	1	0	0	0	1	1	0	102	149
500007-FISHROCK	15	1	5	0	1	2	0	0	1	6	0	229	370
500008-GUALALA	10	0	1	0	0	0	0	0	0	0	0	123	227
500009-WEST SANEL	4	0	0	0	0	0	0	0	2	1	0	126	71
999102-SAN HEDRIN	2	0	0	0	0	0	0	0	0	0	0	42	38
999103-UPPER POTTER	6	0	0	0	0	0	0	0	0	1	1	92	184



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**Official Results**

**Registered Voters**

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Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
300008-BLACK ROCK	3	553	0	553	935	59.14%
400001-MACKERRICHER	2	543	13	556	775	71.74%
400002-PUDDING CREEK	0	346	6	352	487	72.28%
400003-HARE CREEK	0	202	4	206	336	61.31%
400004-MADRONE	7	667	0	667	1,090	61.19%
400005-CASPAR	2	757	3	760	1,054	72.11%
400006-RUSSIAN GULCH	1	358	0	358	446	80.27%
400007-CASPAR ORCHARD	0	238	0	238	337	70.62%
500001-SURFWOOD	0	211	6	217	274	79.20%
500002-LITTLE RIVER AIRPORT	1	401	4	405	534	75.84%
500003-COMPTCHE	0	216	16	232	337	68.84%
500004-ALBION	3	517	0	517	687	75.25%
500005-ANDERSON	6	670	26	696	1,129	61.65%
500006-EUREKA HILL	1	245	7	252	379	66.49%
500007-FISHROCK	2	587	14	601	802	74.94%
500008-GUALALA	0	337	13	350	519	67.44%
500009-WEST SANEL	2	199	0	199	279	71.33%
999102-SAN HEDRIN	1	81	0	81	119	68.07%
999103-UPPER POTTER	1	139	0	139	185	75.14%

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Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999104-LOWER POTTER	0	1	2	1	0	5	1	0	0	0	2	0
999105-VISTA DEL LAGO	0	0	2	2	0	1	4	0	0	0	0	0
999106-LOOKOUT	0	0	0	0	0	0	0	0	0	0	0	0
999107-RIDGEVIEW	0	0	3	1	0	4	2	0	0	0	2	0
999108-REDWOOD VALLEY	0	0	6	1	0	1	0	0	0	0	3	0
999109-WEBB RANCH	0	0	0	0	0	0	0	0	0	0	0	0
999110-SCENIC WAY	0	2	8	6	1	3	6	0	0	0	5	0
999111-RIVER ROCK	0	0	0	0	0	0	0	0	0	0	0	0
999112-MARINA	1	1	10	1	0	3	8	0	0	2	1	0
999113-CALPELLA	0	1	7	8	1	2	6	0	0	0	3	0
999114-DURABLE MILL	0	0	1	0	0	1	0	0	0	0	0	0
999115-ELDRIDGE CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999116-WESTERN HILLS	0	0	1	1	0	1	2	0	0	0	4	0
999117-KING RANCH	0	0	0	0	0	0	2	0	0	0	1	0
999118-LAKE MENDOCINO	0	0	2	0	0	0	0	0	0	0	0	0
999119-NORTH STATE	0	0	0	0	0	0	0	0	0	0	0	0
999120-CREEKBRIDGE	1	0	1	3	0	0	6	0	0	0	2	1
999121-FEEDLOT	0	0	0	0	0	0	1	0	0	0	0	0
999122-ALEXANDER	0	0	0	0	0	0	0	0	0	0	0	0
999123-EAST FORK	0	0	0	2	1	0	0	0	0	0	1	0

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999104-LOWER POTTER	0	0	0	0	0	0	0	0	0	0	0	1
999105-VISTA DEL LAGO	0	1	0	1	0	0	0	0	2	0	0	1
999106-LOOKOUT	0	0	0	0	0	0	0	0	0	0	0	0
999107-RIDGEVIEW	1	0	0	0	0	0	1	0	0	0	0	0
999108-REDWOOD VALLEY	1	3	0	0	1	2	0	0	0	0	1	1
999109-WEBB RANCH	0	0	0	0	0	0	0	0	1	0	0	0
999110-SCENIC WAY	5	2	1	0	0	2	1	0	0	0	0	8
999111-RIVER ROCK	0	0	0	0	0	0	0	0	0	0	0	0
999112-MARINA	0	0	0	0	0	0	0	0	0	0	0	3
999113-CALPELLA	1	0	0	1	0	0	0	1	0	0	0	5
999114-DURABLE MILL	0	0	0	0	0	0	0	0	0	0	0	0
999115-ELDRIDGE CREEK	0	2	0	0	0	0	0	0	0	0	0	0
999116-WESTERN HILLS	0	1	0	0	0	0	0	0	0	0	0	1
999117-KING RANCH	0	1	0	0	0	0	0	0	0	0	0	0
999118-LAKE MENDOCINO	0	0	0	0	0	0	0	0	0	0	0	0
999119-NORTH STATE	0	0	0	0	0	0	0	0	0	0	0	0
999120-CREEKBRIDGE	2	1	0	0	0	0	0	0	0	0	0	1
999121-FEEDLOT	0	2	0	0	0	0	0	0	0	0	0	1
999122-ALEXANDER	0	2	0	0	0	0	0	0	0	0	0	0
999123-EAST FORK	1	0	0	0	0	0	0	0	0	0	0	0

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999104-LOWER POTTER	0	0	0	0	0	0	1	0	31	1	0	2
999105-VISTA DEL LAGO	0	0	2	0	0	0	0	0	17	2	0	0
999106-LOOKOUT	0	0	0	0	0	0	0	0	0	0	0	0
999107-RIDGEVIEW	0	0	0	2	0	0	0	1	14	4	0	1
999108-REDWOOD VALLEY	0	0	0	0	1	0	0	0	55	1	0	1
999109-WEBB RANCH	0	0	0	0	0	0	0	0	13	1	0	0
999110-SCENIC WAY	0	0	1	0	0	0	1	2	101	23	0	0
999111-RIVER ROCK	0	0	0	0	0	0	0	0	0	0	0	0
999112-MARINA	0	0	0	0	0	0	0	1	48	8	0	0
999113-CALPELLA	0	1	3	0	0	0	0	1	45	10	0	3
999114-DURABLE MILL	0	0	0	0	0	0	0	0	8	0	0	0
999115-ELDRIDGE CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999116-WESTERN HILLS	0	0	1	0	0	0	3	0	23	4	0	2
999117-KING RANCH	1	0	0	0	0	0	0	0	6	0	0	0
999118-LAKE MENDOCINO	0	0	0	0	0	0	1	0	5	0	0	0
999119-NORTH STATE	0	0	0	0	0	0	0	0	0	0	0	0
999120-CREEKBRIDGE	0	0	0	0	0	0	0	0	57	3	0	0
999121-FEEDLOT	0	0	0	0	0	0	0	0	7	1	0	0
999122-ALEXANDER	0	0	0	0	0	0	0	0	2	0	0	0
999123-EAST FORK	0	0	0	0	0	0	0	0	12	0	0	0

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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

## Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999104-LOWER POTTER	0	119	0	119	185	64.32%
999105-VISTA DEL LAGO	0	76	0	76	124	61.29%
999106-LOOKOUT	0	1	0	1	1	100.00%
999107-RIDGEVIEW	0	67	0	67	151	44.37%
999108-REDWOOD VALLEY	0	149	0	149	289	51.56%
999109-WEBB RANCH	0	20	0	20	33	60.61%
999110-SCENIC WAY	0	303	0	303	439	69.02%
999111-RIVER ROCK	0	0	0	0	0	0.00%
999112-MARINA	0	150	0	150	242	61.98%
999113-CALPELLA	0	146	0	146	325	44.92%
999114-DURABLE MILL	0	17	0	17	50	34.00%
999115-ELDRIDGE CREEK	0	2	0	2	2	100.00%
999116-WESTERN HILLS	0	91	0	91	236	38.56%
999117-KING RANCH	0	19	0	19	20	95.00%
999118-LAKE MENDOCINO	0	16	0	16	20	80.00%
999119-NORTH STATE	0	6	0	6	7	85.71%
999120-CREEKBRIDGE	2	153	0	153	238	64.29%
999121-FEEDLOT	0	26	0	26	83	31.33%
999122-ALEXANDER	0	5	0	5	8	62.50%
999123-EAST FORK	0	22	0	22	30	73.33%

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999124-ZINFANDEL	0	2	6	2	0	3	11	0	0	0	2	0
999125-VICHY SPRINGS	0	0	2	0	0	0	0	0	0	0	1	0
999126-NORGARD	0	0	1	1	0	0	0	0	0	0	1	0
999127-ROGINA NORTH	0	1	3	0	2	0	1	0	1	0	4	0
999128-RIVER	1	0	12	0	0	0	1	0	0	0	1	0
999129-EL ROBLE	0	0	0	0	0	0	0	0	0	0	0	1
999130-GREEN VALLEY	0	0	0	0	0	0	0	0	0	0	0	0
999131-MCNEAR	0	0	0	0	0	0	0	0	0	0	0	0
999132-MILANI	0	0	0	0	0	0	0	0	0	0	0	0
999133-COYOTE DAM	0	0	0	0	0	0	0	0	0	0	0	0
999134-HOWARD CREEK	0	0	2	3	1	0	1	0	1	0	1	0
999135-COW MOUNTAIN	0	0	0	0	0	0	1	0	0	0	0	0
999136-MORRISON CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999137-SULPHUR CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999138-RIDGE ROAD	0	0	3	0	0	0	0	0	0	0	0	0
999139-PLANT ROAD	0	0	0	0	0	0	0	0	0	0	0	0
999140-PINECREST	0	0	9	0	2	1	4	0	0	0	0	0
999141-COLONY	0	0	5	3	0	6	5	0	0	0	1	0
999142-RIVERBANK	0	0	0	0	0	0	0	0	0	0	0	0
999143-WEST FORK	0	0	0	0	0	0	0	0	0	0	0	0

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999124-ZINFANDEL	0	1	1	0	0	0	0	0	0	1	0	2
999125-VICHY SPRINGS	0	0	0	0	0	0	0	0	0	0	0	1
999126-NORGARD	0	1	0	0	0	0	0	0	0	0	0	1
999127-ROGINA NORTH	0	0	0	0	0	0	0	0	0	0	0	3
999128-RIVER	0	2	0	0	0	0	0	0	0	0	0	1
999129-EL ROBLE	0	0	0	0	0	0	0	0	0	0	0	0
999130-GREEN VALLEY	0	0	0	0	0	0	0	0	0	0	0	0
999131-MCNEAR	0	0	0	0	0	0	0	0	0	0	0	0
999132-MILANI	0	0	0	0	0	0	0	0	0	0	0	0
999133-COYOTE DAM	0	0	0	0	0	0	0	0	0	0	0	0
999134-HOWARD CREEK	0	3	0	0	0	0	0	0	0	0	0	1
999135-COW MOUNTAIN	0	0	0	0	0	0	0	0	0	0	0	0
999136-MORRISON CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999137-SULPHUR CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999138-RIDGE ROAD	0	0	0	0	0	0	0	0	0	0	0	0
999139-PLANT ROAD	0	0	0	0	0	0	0	0	0	0	0	0
999140-PINECREST	2	1	0	0	0	0	0	0	0	0	0	1
999141-COLONY	2	3	0	4	0	0	0	0	0	0	0	5
999142-RIVERBANK	0	0	0	0	0	0	0	0	0	0	0	0
999143-WEST FORK	0	0	0	0	0	0	0	0	0	0	0	0



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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999124-ZINFANDEL	0	0	0	0	0	0	0	2	33	6	0	0
999125-VICHY SPRINGS	0	0	0	0	0	0	0	0	4	1	0	0
999126-NORGARD	0	0	0	0	0	0	0	0	7	0	0	2
999127-ROGINA NORTH	0	0	1	0	0	0	0	1	26	0	0	0
999128-RIVER	0	0	1	0	0	0	1	0	49	1	0	0
999129-EL ROBLE	0	0	0	0	0	0	0	0	1	0	0	0
999130-GREEN VALLEY	0	0	0	0	0	0	0	0	0	0	0	0
999131-MCNEAR	0	0	0	0	0	0	0	0	7	0	0	0
999132-MILANI	0	0	0	0	0	0	0	0	0	0	0	0
999133-COYOTE DAM	0	0	0	0	0	0	0	0	1	0	0	0
999134-HOWARD CREEK	0	2	2	0	0	0	0	0	18	1	0	0
999135-COW MOUNTAIN	0	0	0	0	0	0	0	0	3	1	0	0
999136-MORRISON CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999137-SULPHUR CREEK	0	0	0	0	0	0	0	0	8	0	0	0
999138-RIDGE ROAD	0	0	0	0	0	0	0	0	0	0	0	0
999139-PLANT ROAD	0	0	0	0	0	0	0	0	0	0	0	0
999140-PINECREST	1	0	1	0	0	0	0	0	23	0	0	0
999141-COLONY	0	2	2	0	0	0	3	0	30	6	0	1
999142-RIVERBANK	0	0	0	0	0	0	0	0	0	0	0	0
999143-WEST FORK	0	0	0	0	0	0	0	0	0	0	0	0

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999124-ZINFANDEL	0	126	0	126	198	63.64%
999125-VICHY SPRINGS	0	31	0	31	38	81.58%
999126-NORGARD	0	45	0	45	219	20.55%
999127-ROGINA NORTH	1	75	0	75	119	63.03%
999128-RIVER	1	103	0	103	164	62.80%
999129-EL ROBLE	0	6	0	6	12	50.00%
999130-GREEN VALLEY	0	0	0	0	0	0.00%
999131-MCNEAR	0	9	0	9	34	26.47%
999132-MILANI	0	0	0	0	0	0.00%
999133-COYOTE DAM	0	2	0	2	2	100.00%
999134-HOWARD CREEK	5	66	0	66	168	39.29%
999135-COW MOUNTAIN	0	17	0	17	21	80.95%
999136-MORRISON CREEK	0	0	0	0	0	0.00%
999137-SULPHUR CREEK	0	8	0	8	10	80.00%
999138-RIDGE ROAD	0	5	0	5	5	100.00%
999139-PLANT ROAD	0	0	0	0	0	0.00%
999140-PINECREST	0	59	0	59	95	62.11%
999141-COLONY	0	143	0	143	235	60.85%
999142-RIVERBANK	0	0	0	0	0	0.00%
999143-WEST FORK	0	0	0	0	0	0.00%

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**Official Results**

**Registered Voters**  
34319 of 55056 = 62.33%

**Precincts Reporting**  
250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999144-NORGARD SOUTH	0	0	1	0	0	0	0	0	0	0	0	0
999145-AIRPORT SOUTH	0	0	0	0	0	0	0	0	0	0	0	0
999146-MFP	0	0	0	0	0	0	0	0	0	0	0	0
999147-MAVERICK	0	0	0	0	0	0	0	0	0	0	0	0
999148-EL DORADO	1	1	5	1	0	0	11	0	0	0	2	0
999149-MASONITE MILL	0	0	0	0	0	0	0	0	0	0	0	0
999150-APPOLINARIS	0	0	9	0	0	1	6	0	0	0	5	0
999151-NICOLL	0	0	0	1	0	0	0	0	0	0	0	0
999201-AIRPORT	0	1	0	1	0	0	0	0	0	0	0	0
999202-MENDOCINO PLACE	0	1	4	6	1	5	9	0	0	0	12	0
999203-MENDOCINO GARDENS	0	0	2	5	1	8	6	0	0	0	2	0
999204-ROSE	0	2	8	0	0	6	6	0	0	0	0	2
999205-NOKOMIS	2	0	7	2	1	3	12	0	0	0	10	0
999206-COOPER	1	2	8	3	0	5	0	0	0	0	0	0
999207-MARLENE	2	1	2	2	0	2	6	0	0	0	4	0
999208-CHERRY	0	3	2	0	0	1	5	0	1	1	1	0
999209-GOBBI	0	0	4	3	1	2	0	0	0	0	3	0
999210-TANDY	0	0	0	0	0	0	0	0	0	0	0	0
999211-ORCHARD	2	1	1	1	0	4	3	1	0	0	2	0

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**Official Results**

**Registered Voters**

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**Precincts Reporting**

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**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999144-NORGARD SOUTH	0	0	0	0	0	0	0	0	0	0	0	0
999145-AIRPORT SOUTH	0	0	0	0	0	0	0	0	0	0	0	0
999146-MFP	0	0	0	0	0	0	0	0	0	0	0	0
999147-MAVERICK	0	0	0	0	0	0	0	0	0	0	0	0
999148-EL DORADO	0	2	0	0	0	0	0	0	0	0	0	1
999149-MASONITE MILL	0	0	0	0	0	0	0	0	0	0	0	0
999150-APPOLINARIS	0	2	0	1	0	0	0	0	0	0	0	0
999151-NICOLL	0	0	0	0	0	0	0	0	0	0	0	0
999201-AIRPORT	0	0	0	0	1	0	0	0	0	0	0	0
999202-MENDOCINO PLACE	2	2	0	1	0	0	2	0	0	0	0	2
999203-MENDOCINO GARDENS	0	0	1	0	0	0	0	0	0	0	0	0
999204-ROSE	3	0	0	2	1	1	4	0	0	0	0	1
999205-NOKOMIS	2	4	1	0	2	0	0	0	0	0	0	5
999206-COOPER	0	2	0	0	0	0	0	0	0	0	0	1
999207-MARLENE	1	1	0	2	0	0	0	0	0	0	0	4
999208-CHERRY	2	2	0	0	0	1	0	0	0	0	0	1
999209-GOBBI	1	0	0	0	0	0	0	0	0	0	0	0
999210-TANDY	0	0	0	0	0	0	0	0	0	0	0	0
999211-ORCHARD	0	5	0	0	0	0	0	0	0	0	0	2

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999144-NORGARD SOUTH	0	0	0	0	0	0	0	0	2	0	0	0
999145-AIRPORT SOUTH	0	0	0	0	0	0	0	0	0	0	0	0
999146-MFP	0	0	0	0	0	0	0	0	0	0	0	0
999147-MAVERICK	0	0	0	0	0	0	0	0	1	0	0	0
999148-EL DORADO	0	0	0	2	0	0	3	1	57	3	0	0
999149-MASONITE MILL	0	0	0	0	0	0	0	0	0	0	0	0
999150-APPOLINARIS	0	0	1	0	0	0	0	2	36	8	0	0
999151-NICOLL	0	0	1	0	0	0	0	0	1	0	0	0
999201-AIRPORT	0	0	0	0	0	0	0	0	2	0	0	0
999202-MENDOCINO PLACE	0	0	4	1	0	0	1	0	53	5	0	0
999203-MENDOCINO GARDENS	1	0	1	3	0	0	2	0	34	4	0	0
999204-ROSE	0	0	1	0	0	2	0	0	38	0	0	1
999205-NOKOMIS	0	0	5	0	0	0	0	0	75	7	0	0
999206-COOPER	0	0	0	1	0	0	0	0	41	2	0	1
999207-MARLENE	0	1	0	0	0	0	0	0	24	2	0	0
999208-CHERRY	0	0	0	1	0	0	0	1	23	1	0	1
999209-GOBBI	0	0	0	0	0	0	0	0	11	3	0	1
999210-TANDY	0	0	0	0	0	0	0	0	1	0	0	0
999211-ORCHARD	2	0	0	0	1	0	0	0	35	2	0	0

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250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
999144-NORGARD SOUTH	0	0	0	0	0	0	0	0	0	0	0	3	1
999145-AIRPORT SOUTH	0	0	0	0	0	0	0	0	0	0	0	0	0
999146-MFP	0	0	0	0	0	0	0	0	0	0	0	0	0
999147-MAVERICK	0	0	0	0	0	0	0	0	0	0	0	1	2
999148-EL DORADO	9	0	1	0	0	0	0	1	1	0	0	102	58
999149-MASONITE MILL	0	0	0	0	0	0	0	0	0	0	0	0	0
999150-APPOLINARIS	4	0	0	0	0	0	0	0	1	0	0	76	20
999151-NICOLL	0	0	0	0	0	0	0	0	0	0	0	3	4
999201-AIRPORT	0	0	0	0	0	0	0	0	0	1	0	6	1
999202-MENDOCINO PLACE	5	0	4	0	0	0	0	0	0	1	0	121	90
999203-MENDOCINO GARDENS	2	1	2	0	0	0	0	0	0	1	0	76	70
999204-ROSE	5	0	0	0	0	0	0	0	1	2	0	86	56
999205-NOKOMIS	14	1	2	0	1	1	0	0	3	1	0	161	142
999206-COOPER	4	0	1	0	1	0	0	0	0	0	0	73	41
999207-MARLENE	3	0	0	0	0	0	0	1	0	0	0	58	59
999208-CHERRY	4	1	1	0	0	1	0	0	1	0	0	55	58
999209-GOBBI	1	0	0	0	0	0	0	0	0	2	0	32	28
999210-TANDY	0	0	0	0	0	0	0	0	0	0	0	1	0
999211-ORCHARD	9	0	0	0	0	2	0	0	0	0	0	73	7

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250 of 250 = 100.00%

## Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999144-NORGARD SOUTH	0	4	0	4	10	40.00%
999145-AIRPORT SOUTH	0	0	0	0	0	0.00%
999146-MFP	0	0	0	0	0	0.00%
999147-MAVERICK	0	3	0	3	3	100.00%
999148-EL DORADO	0	160	0	160	203	78.82%
999149-MASONITE MILL	0	0	0	0	0	0.00%
999150-APPOLINARIS	0	96	0	96	162	59.26%
999151-NICOLL	0	7	0	7	16	43.75%
999201-AIRPORT	0	7	0	7	13	53.85%
999202-MENDOCINO PLACE	0	211	0	211	293	72.01%
999203-MENDOCINO GARDENS	0	146	0	146	204	71.57%
999204-ROSE	1	143	0	143	298	47.99%
999205-NOKOMIS	1	304	0	304	533	57.04%
999206-COOPER	2	116	0	116	264	43.94%
999207-MARLENE	0	117	0	117	224	52.23%
999208-CHERRY	5	118	0	118	330	35.76%
999209-GOBBI	0	60	0	60	133	45.11%
999210-TANDY	0	1	0	1	4	25.00%
999211-ORCHARD	3	143	0	143	235	60.85%



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Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999212-LESLIE	1	1	1	1	0	7	3	0	0	0	2	0
999213-EL RIO	1	2	4	2	0	6	3	0	0	0	3	0
999214-SEMINARY	0	0	4	5	0	3	2	0	0	0	5	0
999215-PERKINS	0	1	2	2	0	8	4	0	0	0	5	0
999216-HOLDEN	0	0	11	3	0	10	7	0	0	0	11	0
999217-PINE	0	0	2	1	0	1	3	0	0	0	1	0
999218-FREITAS	0	1	1	1	0	4	6	0	0	0	0	0
999219-NORTH MAIN	1	0	1	1	0	7	5	0	0	1	3	0
999220-WALNUT	0	0	3	2	0	7	2	0	0	0	5	0
999221-MCDONALDS	0	0	0	0	0	0	0	0	0	0	0	0
999222-HENRY	0	0	3	0	1	2	3	0	1	0	5	0
999223-PARK	0	0	3	2	0	7	7	0	0	0	3	0
999224-AIRPORT EAST	0	0	0	0	0	0	0	0	0	0	0	0
999225-SIDNIE	0	0	0	1	0	0	0	0	1	0	1	0
999226-CARLETON	0	1	7	1	0	7	1	0	0	0	2	0
999227-VINEWOOD	1	0	1	6	0	7	3	0	0	0	2	0
999228-MAGNOLIA	1	1	4	2	0	1	6	0	0	2	1	0
999229-DONNER	0	0	6	3	0	7	4	0	0	0	4	0
999230-EMPIRE GARDENS	1	2	1	6	0	2	2	0	0	0	2	0
999231-HIGH SCHOOL	0	2	12	1	0	7	8	0	0	0	2	0

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**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999212-LESLIE	1	0	0	0	0	0	1	0	0	0	0	1
999213-EL RIO	0	1	1	0	0	0	0	0	0	0	0	3
999214-SEMINARY	0	0	0	2	0	0	0	0	0	0	0	1
999215-PERKINS	1	1	0	0	0	0	0	0	0	0	0	1
999216-HOLDEN	0	3	0	1	0	1	2	1	0	0	0	5
999217-PINE	0	0	0	0	0	0	0	0	0	0	0	1
999218-FREITAS	2	1	0	0	0	0	0	0	0	0	0	3
999219-NORTH MAIN	0	1	0	1	1	0	0	0	0	0	0	2
999220-WALNUT	0	0	0	0	0	0	1	0	0	0	0	2
999221-MCDONALDS	0	0	0	0	0	0	0	0	0	0	0	0
999222-HENRY	0	3	0	0	0	0	0	0	0	0	0	2
999223-PARK	1	2	0	0	0	0	0	0	0	0	0	1
999224-AIRPORT EAST	0	0	0	0	0	0	0	0	0	0	0	0
999225-SIDNIE	0	3	0	0	0	0	0	0	0	0	0	0
999226-CARLETON	1	0	0	1	0	0	0	0	0	0	0	4
999227-VINEWOOD	2	0	0	0	0	0	0	0	0	0	1	0
999228-MAGNOLIA	0	4	0	0	0	0	0	0	0	0	0	0
999229-DONNER	3	0	0	0	0	0	0	0	0	0	0	2
999230-EMPIRE GARDENS	0	0	0	3	0	0	0	0	0	0	0	0
999231-HIGH SCHOOL	1	0	0	3	0	0	1	0	0	0	0	1

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999212-LESLIE	0	0	0	1	0	0	0	0	22	3	0	0
999213-EL RIO	0	0	1	0	0	0	1	0	40	2	0	0
999214-SEMINARY	1	0	3	0	0	0	1	1	19	2	0	1
999215-PERKINS	0	0	3	0	0	0	0	0	50	11	0	0
999216-HOLDEN	0	0	1	1	0	0	1	1	61	13	0	0
999217-PINE	0	0	0	0	0	0	0	0	7	10	0	0
999218-FREITAS	0	0	1	0	0	0	0	0	32	5	0	5
999219-NORTH MAIN	1	0	0	2	0	0	0	0	32	9	0	1
999220-WALNUT	0	0	2	0	0	0	0	0	28	4	0	0
999221-MCDONALDS	0	0	0	0	0	0	0	0	0	0	0	0
999222-HENRY	0	0	1	0	0	0	3	1	22	8	0	0
999223-PARK	0	0	2	0	0	0	2	0	37	2	0	1
999224-AIRPORT EAST	0	0	0	0	0	0	0	0	0	0	0	0
999225-SIDNIE	0	0	0	0	0	0	1	0	17	2	0	0
999226-CARLETON	1	0	2	2	0	0	0	0	16	2	1	0
999227-VINEWOOD	0	2	0	0	0	0	0	0	22	4	0	0
999228-MAGNOLIA	0	0	1	2	0	0	1	0	23	1	0	1
999229-DONNER	1	0	0	2	0	0	0	0	59	4	0	0
999230-EMPIRE GARDENS	0	0	2	1	0	0	1	0	11	0	0	4
999231-HIGH SCHOOL	0	0	0	0	0	0	0	0	44	9	0	0

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Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
999212-LESLIE	7	0	0	0	0	1	0	0	1	0	0	54	43
999213-EL RIO	14	0	2	0	0	2	1	0	1	0	0	90	46
999214-SEMINARY	2	1	0	0	0	0	0	0	2	1	1	57	65
999215-PERKINS	4	1	3	0	0	0	0	0	0	1	0	98	71
999216-HOLDEN	6	0	2	0	0	0	0	1	2	5	0	149	189
999217-PINE	5	0	3	0	0	0	0	0	0	1	0	35	48
999218-FREITAS	4	2	1	1	0	0	0	0	0	1	1	72	65
999219-NORTH MAIN	8	0	1	0	0	0	0	0	0	3	0	81	63
999220-WALNUT	0	1	1	0	0	0	0	0	1	0	0	59	96
999221-MCDONALDS	0	0	0	0	0	0	0	0	0	0	0	0	0
999222-HENRY	0	0	2	0	0	0	0	0	1	3	0	61	61
999223-PARK	0	0	0	0	0	0	0	0	1	4	0	75	93
999224-AIRPORT EAST	0	0	0	0	0	0	0	0	0	0	0	0	0
999225-SIDNIE	1	0	0	0	0	0	0	0	1	1	0	29	10
999226-CARLETON	6	0	1	0	0	1	0	0	1	0	0	58	36
999227-VINEWOOD	0	1	0	0	1	0	0	0	0	2	0	55	31
999228-MAGNOLIA	0	0	4	0	0	0	0	0	1	0	0	56	27
999229-DONNER	4	0	0	0	0	0	0	0	0	0	0	99	62
999230-EMPIRE GARDENS	1	1	1	0	0	0	0	0	0	1	0	42	36
999231-HIGH SCHOOL	4	0	4	0	0	1	0	0	0	2	0	102	204

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## Official Results

### Registered Voters

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## Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999212-LESLIE	0	97	0	97	175	55.43%
999213-EL RIO	3	139	0	139	258	53.88%
999214-SEMINARY	1	123	0	123	187	65.78%
999215-PERKINS	1	170	0	170	237	71.73%
999216-HOLDEN	2	340	0	340	513	66.28%
999217-PINE	0	83	0	83	108	76.85%
999218-FREITAS	0	137	0	137	299	45.82%
999219-NORTH MAIN	3	147	0	147	325	45.23%
999220-WALNUT	0	155	0	155	214	72.43%
999221-MCDONALDS	0	0	0	0	0	0.00%
999222-HENRY	0	122	0	122	195	62.56%
999223-PARK	0	168	0	168	245	68.57%
999224-AIRPORT EAST	0	0	0	0	0	0.00%
999225-SIDNIE	1	40	0	40	94	42.55%
999226-CARLETON	0	94	0	94	173	54.34%
999227-VINEWOOD	1	87	0	87	149	58.39%
999228-MAGNOLIA	0	83	0	83	151	54.97%
999229-DONNER	0	161	0	161	294	54.76%
999230-EMPIRE GARDENS	1	79	0	79	180	43.89%
999231-HIGH SCHOOL	0	163	0	163	295	55.25%

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Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999232-TEDFORD	1	0	2	1	0	2	1	0	0	1	4	0
999233-TOKAY	0	1	5	1	1	2	5	0	0	0	5	0
999234-LAWS	1	0	7	2	0	1	1	0	0	1	2	0
999235-MENDOCINO WEST	0	0	0	0	0	0	0	0	0	0	0	0
999236-MASONITE	0	0	0	1	0	1	0	0	0	0	0	0
999301-BELL SPRINGS	0	0	1	6	0	11	0	0	0	0	1	0
999302-SPYROCK	0	1	0	1	0	5	0	0	1	0	1	0
999303-MINA	0	0	0	3	0	4	3	1	1	1	5	0
999304-RESERVATION	0	1	3	3	0	4	1	0	0	0	1	0
999305-NOMLACKI	0	1	1	5	0	4	0	0	0	0	1	0
999306-COVELO	0	0	1	2	0	0	1	0	0	0	1	0
999307-ETSEL	0	2	6	0	0	5	3	0	1	0	0	1
999308-VISTA	0	0	1	2	1	1	0	0	0	0	4	1
999309-DOS RIOS	0	0	1	0	0	0	0	0	0	0	0	1
999310-TOMKI CREEK	0	0	0	1	0	2	3	0	0	1	2	0
999311-CAVE CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999312-LAKESIDE	0	0	4	0	0	2	0	0	0	0	2	0
999313-LAYTONVILLE	0	2	3	0	0	1	2	0	0	0	2	0
999314-OUTLET CREEK	1	0	2	2	0	7	4	0	0	0	8	0
999315-SWAMP GULCH	0	2	2	4	0	6	1	0	0	2	5	0

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250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999232-TEDFORD	0	0	0	1	0	0	0	0	0	0	0	2
999233-TOKAY	0	0	1	0	0	0	0	0	0	0	0	4
999234-LAWS	0	0	0	1	0	0	0	0	0	0	0	1
999235-MENDOCINO WEST	0	0	0	0	0	0	0	0	0	0	0	0
999236-MASONITE	0	0	0	0	0	0	0	0	0	0	0	1
999301-BELL SPRINGS	0	2	0	0	0	0	0	0	0	0	0	11
999302-SPYROCK	2	0	0	1	0	0	0	1	0	0	0	4
999303-MINA	1	1	0	2	0	0	0	0	0	0	0	8
999304-RESERVATION	0	1	0	0	0	0	0	0	0	0	0	2
999305-NOMLACKI	2	2	0	0	0	0	0	0	0	0	0	3
999306-COVELO	0	0	0	1	0	0	0	0	0	1	0	1
999307-ETSEL	0	3	0	0	0	0	0	0	0	0	0	0
999308-VISTA	1	0	0	1	0	0	0	0	0	0	0	2
999309-DOS RIOS	0	0	0	0	0	0	1	0	0	0	0	1
999310-TOMKI CREEK	1	1	0	1	0	0	1	0	0	0	0	5
999311-CAVE CREEK	0	0	0	0	0	0	0	0	0	0	0	1
999312-LAKESIDE	0	2	0	0	0	0	2	0	0	0	0	5
999313-LAYTONVILLE	1	3	0	0	0	0	0	0	0	0	0	4
999314-OUTLET CREEK	0	1	0	0	0	0	0	0	0	0	0	1
999315-SWAMP GULCH	0	1	0	0	0	0	0	0	0	0	0	1

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

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250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999232-TEDFORD	0	0	3	1	0	1	1	0	38	5	0	0
999233-TOKAY	0	0	1	0	0	0	0	0	37	8	0	0
999234-LAWS	0	0	2	0	0	0	1	0	19	1	0	1
999235-MENDOCINO WEST	0	0	0	0	0	0	0	0	2	0	0	0
999236-MASONITE	0	0	0	0	0	0	0	0	0	0	0	0
999301-BELL SPRINGS	0	0	1	1	0	0	0	0	14	13	0	0
999302-SPYROCK	0	0	1	1	0	0	0	0	15	1	0	0
999303-MINA	0	0	0	0	0	0	0	0	29	4	0	0
999304-RESERVATION	0	0	1	2	0	0	0	0	27	4	0	0
999305-NOMLACKI	0	0	1	0	0	0	0	2	25	3	0	0
999306-COVELO	0	0	1	2	0	0	0	1	8	8	0	0
999307-ETSEL	0	0	0	0	0	0	0	0	43	3	0	1
999308-VISTA	0	0	0	0	0	0	0	0	18	0	0	0
999309-DOS RIOS	0	0	0	0	0	0	0	0	12	3	0	0
999310-TOMKI CREEK	0	0	0	0	0	0	1	0	15	1	0	0
999311-CAVE CREEK	0	0	0	0	0	0	0	0	1	0	0	0
999312-LAKESIDE	0	0	0	1	0	0	0	0	31	4	0	2
999313-LAYTONVILLE	0	0	0	0	1	0	0	2	28	8	0	0
999314-OUTLET CREEK	0	0	0	0	0	0	0	1	18	6	0	0
999315-SWAMP GULCH	0	0	0	0	0	0	0	1	15	5	0	0



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Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
999232-TEDFORD	3	0	1	0	0	1	0	0	0	0	0	69	65
999233-TOKAY	3	1	0	0	0	0	0	0	0	0	0	75	52
999234-LAWS	12	1	1	0	0	0	0	0	0	0	0	55	37
999235-MENDOCINO WEST	0	0	0	0	0	0	0	0	0	0	0	2	0
999236-MASONITE	0	0	0	0	0	0	0	0	0	0	0	3	1
999301-BELL SPRINGS	3	1	2	1	0	0	0	0	1	7	0	76	56
999302-SPYROCK	4	0	3	0	0	0	0	0	2	3	0	47	43
999303-MINA	2	0	2	0	0	1	0	0	0	1	0	69	47
999304-RESERVATION	2	0	0	0	0	2	0	0	1	0	0	55	41
999305-NOMLACKI	0	2	0	0	0	0	0	0	0	0	0	52	43
999306-COVELO	1	0	4	2	0	0	0	0	0	0	0	35	27
999307-ETSEL	2	1	0	0	0	0	0	0	1	0	0	72	34
999308-VISTA	1	0	1	0	0	0	0	0	0	2	0	36	31
999309-DOS RIOS	0	0	0	0	0	0	0	1	1	0	0	21	19
999310-TOMKI CREEK	7	1	2	0	0	0	0	0	0	0	0	45	48
999311-CAVE CREEK	0	0	1	0	0	0	0	0	0	1	0	4	12
999312-LAKESIDE	9	0	3	0	1	0	0	0	1	1	0	70	40
999313-LAYTONVILLE	1	0	3	0	0	1	0	0	0	3	0	65	36
999314-OUTLET CREEK	9	3	2	0	0	1	0	0	3	1	0	70	114
999315-SWAMP GULCH	0	0	2	0	0	0	0	0	0	1	0	48	209

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Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999232-TEDFORD	3	137	0	137	292	46.92%
999233-TOKAY	0	127	0	127	179	70.95%
999234-LAWS	0	92	0	92	246	37.40%
999235-MENDOCINO WEST	0	2	0	2	2	100.00%
999236-MASONITE	1	5	0	5	18	27.78%
999301-BELL SPRINGS	0	132	0	132	228	57.89%
999302-SPYROCK	0	90	0	90	149	60.40%
999303-MINA	0	116	0	116	226	51.33%
999304-RESERVATION	1	97	0	97	202	48.02%
999305-NOMLACKI	0	95	0	95	234	40.60%
999306-COVELO	0	62	0	62	141	43.97%
999307-ETSEL	1	107	0	107	177	60.45%
999308-VISTA	1	68	0	68	201	33.83%
999309-DOS RIOS	0	40	0	40	69	57.97%
999310-TOMKI CREEK	0	93	0	93	135	68.89%
999311-CAVE CREEK	0	16	0	16	40	40.00%
999312-LAKESIDE	0	110	0	110	213	51.64%
999313-LAYTONVILLE	1	102	0	102	201	50.75%
999314-OUTLET CREEK	0	184	0	184	255	72.16%
999315-SWAMP GULCH	0	90	0	90	155	58.06%

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Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999316-IRMULCO	0	0	4	3	0	5	2	0	0	0	4	0
999317-BIRCH	0	0	0	0	0	0	0	0	0	0	0	0
999318-HAWK	0	0	4	4	0	6	5	0	0	0	3	0
999319-LUPINE	0	0	5	4	0	2	2	0	1	0	1	0
999320-EAST SIDE	0	1	4	3	1	1	6	0	0	0	2	0
999322-EAST HILL	0	5	2	3	1	4	4	1	0	0	3	1
999323-SAN FRANCISCO	1	3	8	3	3	4	3	0	0	0	4	0
999326-WILLITS	0	0	2	4	0	2	4	0	0	1	3	0
999327-POPPY	0	0	0	0	0	0	0	0	0	0	0	0
999328-TURNER CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999329-HOLMEN RIDGE	0	0	0	1	0	2	0	0	0	0	0	0
999330-LONGVALE	0	0	2	5	0	3	0	0	0	0	0	0
999401-ANDERSONIA	0	0	0	0	0	2	1	0	0	0	3	0
999402-BEAR HARBOR	0	0	2	3	0	20	0	0	0	1	1	0
999403-BEAR PEN CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999404-MUD CREEK	0	1	0	1	0	3	1	0	0	1	2	0
999405-MCCOY CREEK	0	0	0	0	0	4	0	0	0	0	0	0
999406-WESTPORT	0	0	0	2	0	3	2	0	0	0	0	0
999407-TEN MILE	0	0	0	1	0	3	1	0	0	0	4	0
999408-WARD	0	0	2	4	0	1	1	0	0	0	1	0

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## Official Results

### Registered Voters

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### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999316-IRMULCO	1	3	0	0	0	0	0	0	0	0	1	2
999317-BIRCH	0	0	0	0	0	0	0	0	0	0	0	0
999318-HAWK	0	0	0	0	0	0	2	0	0	0	0	4
999319-LUPINE	0	0	1	0	0	0	0	0	0	0	0	6
999320-EAST SIDE	2	1	1	0	0	0	0	0	0	0	0	10
999322-EAST HILL	0	4	0	1	0	0	0	0	0	0	0	1
999323-SAN FRANCISCO	3	0	0	0	0	0	0	0	0	0	0	1
999326-WILLITS	1	1	1	0	0	0	1	1	0	0	0	1
999327-POPPY	0	0	0	0	0	0	0	0	0	0	0	0
999328-TURNER CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999329-HOLMEN RIDGE	0	0	0	2	0	0	0	0	0	0	0	2
999330-LONGVALE	0	0	0	0	1	0	0	0	0	0	0	5
999401-ANDERSONIA	0	2	0	1	0	0	0	0	0	0	0	4
999402-BEAR HARBOR	0	0	0	0	0	0	0	0	0	0	0	0
999403-BEAR PEN CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999404-MUD CREEK	2	3	0	0	0	0	0	0	0	0	0	1
999405-MCCOY CREEK	0	2	0	0	0	0	0	0	0	0	0	0
999406-WESTPORT	2	2	0	0	0	0	0	0	0	0	0	2
999407-TEN MILE	0	0	0	0	0	0	0	0	0	0	0	3
999408-WARD	0	0	0	0	0	0	0	0	0	0	0	1

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

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250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999316-IRMULCO	0	1	0	0	0	0	1	0	46	2	0	0
999317-BIRCH	0	0	0	0	0	0	0	0	0	0	0	0
999318-HAWK	2	0	2	1	0	0	1	1	20	3	0	0
999319-LUPINE	0	0	0	0	0	1	0	3	51	3	0	0
999320-EAST SIDE	0	0	3	0	0	0	2	2	33	8	0	0
999322-EAST HILL	0	0	0	0	0	0	3	0	57	4	0	0
999323-SAN FRANCISCO	0	0	0	0	0	0	1	0	50	8	0	0
999326-WILLITS	0	0	2	0	0	0	2	0	34	5	0	0
999327-POPPY	0	0	0	0	0	0	0	0	0	0	0	0
999328-TURNER CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999329-HOLMEN RIDGE	0	0	0	0	0	0	0	0	6	1	0	0
999330-LONGVALE	1	0	1	0	0	0	1	1	17	0	0	0
999401-ANDERSONIA	0	0	1	0	0	0	0	0	14	4	0	0
999402-BEAR HARBOR	0	0	0	0	0	0	0	0	3	1	0	0
999403-BEAR PEN CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999404-MUD CREEK	0	0	0	0	0	0	1	0	38	0	0	0
999405-MCCOY CREEK	0	0	0	0	0	0	0	0	7	1	0	0
999406-WESTPORT	0	0	0	0	0	1	1	0	15	13	0	1
999407-TEN MILE	0	0	0	0	0	0	0	0	8	8	0	0
999408-WARD	0	0	2	0	0	0	0	1	14	7	0	0

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Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
999316-IRMULCO	8	1	3	0	0	0	0	0	0	0	0	87	47
999317-BIRCH	0	0	0	0	0	0	0	0	0	0	0	0	0
999318-HAWK	3	1	8	0	1	0	0	0	2	1	0	74	43
999319-LUPINE	4	0	0	0	0	0	0	0	0	1	0	85	49
999320-EAST SIDE	4	2	0	1	0	0	0	0	3	1	0	91	76
999322-EAST HILL	17	0	0	0	0	1	0	0	0	0	0	112	62
999323-SAN FRANCISCO	6	0	5	1	0	1	0	0	4	1	0	110	82
999326-WILLITS	4	0	0	0	0	0	0	0	0	1	0	70	78
999327-POPPY	0	0	0	0	0	0	0	0	0	0	0	0	0
999328-TURNER CREEK	0	0	0	0	0	0	0	0	0	0	0	0	0
999329-HOLMEN RIDGE	0	0	1	0	0	0	0	0	0	1	0	16	21
999330-LONGVALE	2	0	0	0	0	0	0	1	0	1	0	41	33
999401-ANDERSONIA	5	1	0	0	1	0	0	0	0	0	0	39	37
999402-BEAR HARBOR	0	0	0	0	0	0	0	0	0	1	0	32	24
999403-BEAR PEN CREEK	0	0	0	0	0	0	0	0	0	1	0	1	2
999404-MUD CREEK	2	0	0	0	0	0	0	0	0	0	0	56	64
999405-MCCOY CREEK	3	0	0	0	0	0	0	0	0	0	0	17	27
999406-WESTPORT	0	0	0	0	0	0	0	0	0	3	0	47	71
999407-TEN MILE	0	0	0	0	0	0	0	0	0	1	0	29	25
999408-WARD	5	1	0	0	0	0	0	0	0	1	0	41	214

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Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999316-IRMULCO	1	135	0	135	193	69.95%
999317-BIRCH	0	0	0	0	2	0.00%
999318-HAWK	1	118	0	118	205	57.56%
999319-LUPINE	2	136	0	136	210	64.76%
999320-EAST SIDE	0	167	0	167	246	67.89%
999322-EAST HILL	6	180	0	180	311	57.88%
999323-SAN FRANCISCO	1	193	0	193	400	48.25%
999326-WILLITS	0	148	0	148	244	60.66%
999327-POPPY	0	0	0	0	0	0.00%
999328-TURNER CREEK	0	0	0	0	0	0.00%
999329-HOLMEN RIDGE	0	37	0	37	45	82.22%
999330-LONGVALE	0	74	0	74	136	54.41%
999401-ANDERSONIA	0	76	0	76	106	71.70%
999402-BEAR HARBOR	0	56	0	56	81	69.14%
999403-BEAR PEN CREEK	0	3	0	3	7	42.86%
999404-MUD CREEK	1	121	0	121	207	58.45%
999405-MCCOY CREEK	0	44	0	44	65	67.69%
999406-WESTPORT	0	118	0	118	160	73.75%
999407-TEN MILE	0	54	0	54	87	62.07%
999408-WARD	1	81	0	81	119	68.07%

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Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999409-LITTLE VALLEY	1	0	3	6	0	20	2	0	0	0	0	0
999410-FOREST	1	1	3	5	0	2	0	1	0	0	5	0
999411-NOYO RIVER	1	0	6	2	0	6	0	0	0	0	2	0
999412-CEDAR	0	2	8	4	0	12	4	0	0	0	2	0
999413-CREEKSIDE	0	0	0	0	0	0	0	0	0	0	0	0
999414-ROADS END	0	0	0	2	0	10	2	0	0	0	8	0
999415-HARBOR	0	0	1	3	0	1	0	0	1	0	4	2
999416-NOYO ACRES	1	1	6	1	1	6	2	0	0	0	2	0
999417-OCEAN VIEW	0	0	4	2	0	9	2	0	0	1	4	0
999418-DEWARREN	0	0	0	0	0	0	0	0	0	0	0	0
999419-STATE FOREST	0	0	0	0	0	0	0	0	0	0	0	0
999420-SUMMERS	0	0	1	6	0	9	2	1	0	0	5	1
999421-OCEAN	2	0	2	7	0	10	7	0	1	0	3	0
999422-OCEAN MEADOWS	0	0	2	2	0	2	2	0	0	0	1	0
999423-SEAVIEW	0	0	1	2	0	4	0	0	0	0	0	0
999424-SPRUCE	0	0	5	2	0	3	1	0	0	0	7	0
999425-BUSH	0	0	3	4	0	8	6	0	0	0	7	1
999426-FIR	0	0	4	10	0	6	0	0	0	1	1	0
999427-LAUREL	1	0	2	3	0	8	2	0	0	0	2	0
999428-FERN	0	1	1	8	0	12	3	0	1	0	2	0



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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999409-LITTLE VALLEY	0	0	0	0	0	0	0	0	0	0	0	2
999410-FOREST	1	1	0	0	0	3	0	0	0	0	0	1
999411-NOYO RIVER	4	4	0	0	1	0	0	0	0	0	0	2
999412-CEDAR	1	1	0	0	0	0	0	0	0	0	0	3
999413-CREEKSIDE	0	0	0	0	0	0	0	0	0	0	0	1
999414-ROADS END	3	0	0	0	0	2	0	0	0	0	0	1
999415-HARBOR	2	2	0	0	0	0	0	0	0	0	0	2
999416-NOYO ACRES	0	1	0	0	0	0	0	0	0	0	0	3
999417-OCEAN VIEW	0	0	0	0	0	0	0	0	0	0	0	1
999418-DEWARREN	0	0	0	0	0	0	0	0	0	0	0	0
999419-STATE FOREST	0	0	0	0	0	0	0	0	0	0	0	0
999420-SUMMERS	1	0	0	2	0	0	1	0	0	0	2	1
999421-OCEAN	2	1	0	1	0	0	0	0	0	0	0	2
999422-OCEAN MEADOWS	0	0	0	0	0	0	0	0	0	0	0	0
999423-SEAVIEW	1	1	0	0	0	0	0	0	0	0	0	0
999424-SPRUCE	0	2	0	0	0	0	0	0	0	0	0	0
999425-BUSH	0	3	0	0	0	0	0	0	0	0	0	0
999426-FIR	2	0	0	0	0	0	0	0	0	0	0	2
999427-LAUREL	1	0	1	0	0	0	0	0	0	0	0	2
999428-FERN	1	3	0	0	0	0	0	0	0	0	0	2

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999409-LITTLE VALLEY	0	0	4	3	0	0	0	0	40	17	0	0
999410-FOREST	1	0	2	0	0	0	2	0	35	2	0	0
999411-NOYO RIVER	0	0	0	0	2	0	2	0	28	3	0	0
999412-CEDAR	0	0	0	0	0	0	1	0	56	5	0	0
999413-CREEKSIDE	0	0	0	0	0	0	0	0	4	0	0	0
999414-ROADS END	0	0	2	0	0	0	0	0	40	3	0	0
999415-HARBOR	0	0	1	1	0	0	0	0	32	0	0	0
999416-NOYO ACRES	0	0	0	0	0	0	0	0	33	5	1	0
999417-OCEAN VIEW	0	0	1	0	0	0	2	0	39	15	0	1
999418-DEWARREN	0	0	0	0	0	0	0	0	0	0	0	0
999419-STATE FOREST	0	0	0	0	0	0	0	0	0	0	0	0
999420-SUMMERS	0	0	0	1	0	0	3	1	36	4	0	0
999421-OCEAN	0	1	1	1	0	0	1	0	38	12	0	2
999422-OCEAN MEADOWS	0	0	1	0	0	0	0	0	4	0	0	0
999423-SEAVIEW	0	0	0	0	0	0	1	1	12	0	0	0
999424-SPRUCE	0	0	0	0	0	0	1	3	17	6	0	1
999425-BUSH	1	0	2	2	0	0	1	0	10	19	0	0
999426-FIR	0	0	0	0	1	2	1	1	21	2	0	0
999427-LAUREL	0	1	0	1	0	0	1	1	19	6	0	0
999428-FERN	0	0	2	0	0	0	1	2	38	5	0	0

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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
999409-LITTLE VALLEY	4	0	1	1	0	1	0	0	2	2	0	109	112
999410-FOREST	5	2	1	0	1	0	0	0	2	2	0	79	65
999411-NOYO RIVER	8	0	4	0	0	1	0	0	0	0	0	76	74
999412-CEDAR	6	0	2	1	0	1	1	0	3	5	0	118	78
999413-CREEKSIDE	0	0	0	0	0	0	0	0	1	0	0	6	0
999414-ROADS END	5	0	2	0	0	0	0	1	3	1	0	85	74
999415-HARBOR	2	0	0	0	0	0	0	0	1	0	0	55	46
999416-NOYO ACRES	3	0	2	0	0	1	0	0	1	0	0	70	72
999417-OCEAN VIEW	4	3	3	0	0	0	0	0	1	1	0	93	96
999418-DEWARREN	0	0	0	0	0	0	0	0	0	0	0	0	0
999419-STATE FOREST	0	0	0	0	0	0	0	0	0	0	0	0	0
999420-SUMMERS	3	0	0	0	0	0	0	0	0	0	0	80	82
999421-OCEAN	6	0	0	0	0	0	0	0	1	0	0	101	78
999422-OCEAN MEADOWS	0	0	1	0	0	0	0	0	0	3	0	18	19
999423-SEAVIEW	1	0	0	0	0	0	0	0	0	0	0	24	28
999424-SPRUCE	3	0	2	0	0	0	0	0	0	1	0	54	82
999425-BUSH	4	0	6	0	0	0	0	0	0	3	0	80	107
999426-FIR	0	1	1	0	0	0	0	0	0	0	0	56	58
999427-LAUREL	6	0	1	1	0	2	0	0	1	2	0	64	49
999428-FERN	7	0	0	0	0	0	0	0	1	1	1	92	107

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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

## Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999409-LITTLE VALLEY	0	221	0	221	269	82.16%
999410-FOREST	1	145	0	145	226	64.16%
999411-NOYO RIVER	0	150	0	150	193	77.72%
999412-CEDAR	1	197	0	197	260	75.77%
999413-CREEKSIDE	0	6	0	6	13	46.15%
999414-ROADS END	0	159	0	159	231	68.83%
999415-HARBOR	0	101	0	101	169	59.76%
999416-NOYO ACRES	0	142	0	142	208	68.27%
999417-OCEAN VIEW	0	189	0	189	288	65.63%
999418-DEWARREN	0	0	0	0	0	0.00%
999419-STATE FOREST	0	0	0	0	0	0.00%
999420-SUMMERS	1	163	0	163	243	67.08%
999421-OCEAN	1	180	0	180	268	67.16%
999422-OCEAN MEADOWS	0	37	0	37	52	71.15%
999423-SEAVIEW	0	52	0	52	75	69.33%
999424-SPRUCE	1	137	0	137	241	56.85%
999425-BUSH	1	188	0	188	239	78.66%
999426-FIR	0	114	0	114	195	58.46%
999427-LAUREL	0	113	0	113	180	62.78%
999428-FERN	2	174	0	174	265	65.66%

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**Official Results**

**Registered Voters**  
34319 of 55056 = 62.33%

**Precincts Reporting**  
250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999429-OAK	1	1	4	8	0	1	3	0	0	0	2	0
999430-MONSEN	0	0	0	0	0	0	0	0	0	0	0	0
999431-MADSEN	0	0	0	0	0	0	0	0	0	0	0	0
999432-WALL	1	2	2	6	0	4	0	0	0	0	5	0
999433-FRANKLIN	1	0	1	1	0	2	3	0	0	0	3	0
999434-ALDER	0	0	0	3	0	5	2	0	0	0	5	0
999435-HAZEL	0	0	3	3	0	3	0	0	0	0	1	0
999436-SANDERSON	0	0	4	2	1	11	1	0	1	0	0	0
999437-CYPRESS	1	3	0	3	3	11	1	0	0	0	7	0
999438-NORTH HARBOR	0	0	3	0	0	2	1	0	0	0	5	0
999439-DEER MEADOWS	0	0	0	1	0	0	0	0	0	0	0	0
999440-RIVERVIEW	0	0	0	0	0	1	0	0	0	0	0	0
999441-JACKSON	0	0	5	3	0	1	3	0	0	0	4	0
999442-NORTHSPUR	0	0	0	1	0	0	0	0	0	0	2	0
999443-DUNLAP	0	0	0	0	0	0	0	0	0	0	0	0
999501-CUMMINGS	0	0	1	4	0	17	3	0	0	0	3	0
999502-CRESTWOOD	0	0	1	0	0	13	10	0	0	0	7	0
999503-LANSING	0	0	1	1	0	1	0	0	0	0	1	0
999504-MAIN	0	0	1	3	0	16	5	0	0	1	2	0
999505-LITTLE LAKE	0	0	3	5	0	17	5	0	0	2	2	0

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999429-OAK	0	3	0	0	1	0	0	0	0	0	0	3
999430-MONSEN	0	0	0	0	0	0	0	0	0	0	0	0
999431-MADSEN	0	0	0	0	0	0	0	0	0	0	0	0
999432-WALL	0	1	0	0	0	0	0	0	0	0	0	1
999433-FRANKLIN	0	1	0	0	0	0	0	0	0	0	0	0
999434-ALDER	0	1	0	0	0	0	1	2	0	0	0	2
999435-HAZEL	0	0	1	0	0	0	0	0	1	0	0	1
999436-SANDERSON	1	2	0	0	0	0	0	0	0	0	0	2
999437-CYPRESS	0	2	0	0	0	0	0	0	0	0	0	0
999438-NORTH HARBOR	0	1	0	1	0	0	0	0	0	0	0	0
999439-DEER MEADOWS	0	0	0	0	0	0	0	0	0	0	0	0
999440-RIVERVIEW	0	0	0	0	0	0	0	0	0	0	0	0
999441-JACKSON	0	1	0	0	0	0	0	0	0	0	0	2
999442-NORTHSPUR	0	0	0	0	0	0	0	0	0	0	0	0
999443-DUNLAP	0	0	0	0	0	0	0	0	0	0	0	0
999501-CUMMINGS	0	0	0	0	0	0	1	0	0	0	0	3
999502-CRESTWOOD	0	0	0	0	0	0	2	0	0	0	0	7
999503-LANSING	0	0	0	0	0	0	0	0	0	0	0	1
999504-MAIN	0	1	0	0	0	0	1	0	0	0	0	7
999505-LITTLE LAKE	0	0	0	0	0	0	2	0	0	0	0	2

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999429-OAK	0	0	1	0	0	0	0	0	24	15	0	0
999430-MONSEN	0	0	0	0	0	0	0	0	0	0	0	0
999431-MADSEN	0	0	0	0	0	0	0	0	0	0	0	0
999432-WALL	0	0	0	0	0	0	1	1	19	14	0	1
999433-FRANKLIN	0	0	0	0	0	0	0	0	17	1	0	0
999434-ALDER	0	0	0	0	0	0	0	2	36	11	0	2
999435-HAZEL	0	0	0	0	1	0	0	2	23	2	1	1
999436-SANDERSON	0	0	0	2	0	0	1	4	17	4	0	0
999437-CYPRESS	0	0	0	2	0	0	0	0	25	11	0	0
999438-NORTH HARBOR	1	0	1	0	0	0	0	1	30	2	0	0
999439-DEER MEADOWS	0	0	0	0	0	0	0	0	2	0	0	0
999440-RIVERVIEW	0	0	0	0	0	0	0	0	0	1	0	0
999441-JACKSON	0	0	0	0	0	0	0	0	21	7	0	0
999442-NORTHSPUR	0	0	0	1	0	0	0	0	3	0	0	0
999443-DUNLAP	0	0	0	0	0	0	0	0	2	0	2	0
999501-CUMMINGS	0	1	1	2	0	0	1	2	21	5	0	0
999502-CRESTWOOD	1	0	1	1	0	0	0	0	14	11	0	0
999503-LANSING	0	0	2	0	0	0	1	0	11	6	0	0
999504-MAIN	0	0	0	1	0	0	1	1	12	8	0	0
999505-LITTLE LAKE	0	0	1	2	0	0	0	1	19	16	0	0

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
999429-OAK	6	1	1	0	0	0	0	0	0	0	0	75	94
999430-MONSEN	0	0	0	0	0	0	0	0	0	0	0	0	0
999431-MADSEN	0	0	0	0	0	0	0	0	0	0	0	0	0
999432-WALL	5	0	1	0	0	0	0	0	0	0	0	64	60
999433-FRANKLIN	2	1	0	0	0	0	0	0	0	0	0	33	32
999434-ALDER	7	0	3	0	0	0	0	0	3	0	0	85	71
999435-HAZEL	4	0	0	0	0	0	0	0	2	0	1	50	67
999436-SANDERSON	7	0	0	0	0	0	0	0	0	0	0	60	67
999437-CYPRESS	4	0	3	1	0	3	0	0	0	5	0	85	72
999438-NORTH HARBOR	3	0	1	0	0	0	0	0	0	0	0	52	62
999439-DEER MEADOWS	0	0	0	0	0	0	0	0	0	0	0	3	8
999440-RIVERVIEW	0	0	0	0	0	0	0	0	0	0	0	2	3
999441-JACKSON	1	1	0	0	0	0	0	0	0	1	0	50	28
999442-NORTHSPUR	0	1	1	0	0	0	0	0	0	0	0	9	7
999443-DUNLAP	1	0	0	0	0	0	0	0	0	1	0	6	3
999501-CUMMINGS	0	0	5	0	0	0	0	0	0	0	0	70	100
999502-CRESTWOOD	1	0	2	0	0	0	0	0	0	3	0	74	103
999503-LANSING	1	0	1	0	0	0	0	0	1	0	0	28	47
999504-MAIN	2	0	3	0	0	0	0	0	0	1	0	66	85
999505-LITTLE LAKE	1	1	1	0	0	0	0	0	0	2	0	82	224



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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999429-OAK	1	170	0	170	256	66.41%
999430-MONSEN	0	0	0	0	0	0.00%
999431-MADSEN	0	0	0	0	0	0.00%
999432-WALL	1	125	0	125	194	64.43%
999433-FRANKLIN	2	67	0	67	171	39.18%
999434-ALDER	0	156	0	156	238	65.55%
999435-HAZEL	2	119	0	119	226	52.65%
999436-SANDERSON	0	127	0	127	207	61.35%
999437-CYPRESS	1	158	0	158	287	55.05%
999438-NORTH HARBOR	0	114	0	114	165	69.09%
999439-DEER MEADOWS	0	11	0	11	13	84.62%
999440-RIVERVIEW	0	5	0	5	11	45.45%
999441-JACKSON	0	78	0	78	147	53.06%
999442-NORTHSPUR	0	16	0	16	19	84.21%
999443-DUNLAP	0	9	0	9	12	75.00%
999501-CUMMINGS	0	170	0	170	209	81.34%
999502-CRESTWOOD	1	178	0	178	227	78.41%
999503-LANSING	0	75	0	75	101	74.26%
999504-MAIN	0	151	0	151	214	70.56%
999505-LITTLE LAKE	0	159	0	159	222	71.62%

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**MENDOCINO COUNTY, CALIFORNIA**

**CALIFORNIA GUBERNATORIAL RECALL**

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**Official Results**

**Registered Voters**  
34319 of 55056 = 62.33%

**Precincts Reporting**  
250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999506-BIG RIVER	0	1	1	6	0	19	4	0	0	0	1	0
999507-VAN DAMME	0	0	0	3	0	5	2	0	0	0	2	0
999508-LEONARD LAKE	0	0	1	2	0	12	5	0	0	0	2	0
999509-JACK SMITH CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999510-CUFFEYS COVE	0	0	3	5	0	25	3	0	2	1	3	0
999511-ELK	0	0	2	0	0	6	0	0	0	1	0	0
999512-BRIDGEPORT	0	0	1	4	0	10	4	0	0	0	4	0
999513-MANCHESTER	0	0	8	3	1	10	5	0	1	0	2	0
999514-ARENA	0	0	1	5	0	6	0	0	0	0	4	1
999515-GUALALA LOOKOUT	0	0	2	0	0	0	0	0	0	0	0	0
999516-IVERSEN	0	0	3	4	0	3	2	0	0	0	3	0
999517-IVERSEN LANDING	0	0	0	1	0	1	1	0	0	1	4	0
999518-ANCHOR BAY	0	0	0	0	1	0	0	0	0	0	1	0
999519-PEPPERWOOD	0	2	2	0	1	0	5	0	0	0	0	0
999520-RANCHO NAVARRO	0	0	0	1	0	2	0	0	0	2	3	0
999521-WHITE GULCH	0	0	0	0	0	3	0	0	0	0	1	0
999522-COUNTS	1	0	4	4	0	13	6	0	0	3	14	0
999523-INDIAN CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999525-GRIZZLY PEAK	0	0	1	0	0	3	0	0	0	0	1	0
999526-UNIVERSITY	1	1	1	0	0	3	1	0	0	0	0	0

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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999506-BIG RIVER	0	0	0	0	0	0	2	1	0	0	0	2
999507-VAN DAMME	0	1	0	0	0	0	1	0	0	0	0	2
999508-LEONARD LAKE	1	1	0	0	2	0	0	0	0	0	0	5
999509-JACK SMITH CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999510-CUFFEYS COVE	0	3	0	0	0	0	2	0	0	0	0	0
999511-ELK	0	0	0	0	0	0	0	0	0	0	0	0
999512-BRIDGEPORT	0	1	0	0	1	0	0	1	0	0	0	3
999513-MANCHESTER	1	6	0	1	0	0	1	0	0	0	0	1
999514-ARENA	0	3	0	0	0	0	0	0	0	0	0	2
999515-GUALALA LOOKOUT	0	0	0	0	0	0	0	0	0	0	0	0
999516-IVERSEN	0	0	0	1	0	0	0	0	0	0	0	6
999517-IVERSEN LANDING	0	0	0	0	0	0	0	0	0	0	0	0
999518-ANCHOR BAY	0	0	0	0	0	0	0	0	0	0	0	2
999519-PEPPERWOOD	0	1	0	0	0	0	0	0	1	0	0	0
999520-RANCHO NAVARRO	0	0	0	0	0	0	1	0	0	0	0	5
999521-WHITE GULCH	0	0	0	0	0	0	0	0	0	0	0	0
999522-COUNTS	2	2	0	0	0	2	1	0	0	0	0	12
999523-INDIAN CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999525-GRIZZLY PEAK	0	0	0	0	0	0	0	0	0	0	0	0
999526-UNIVERSITY	0	0	0	0	0	0	0	0	0	0	0	0

**STATEMENT OF VOTE - FINAL  
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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999506-BIG RIVER	1	0	2	1	0	0	0	1	16	5	0	0
999507-VAN DAMME	0	0	0	2	0	0	1	0	39	18	0	0
999508-LEONARD LAKE	0	0	1	1	0	0	2	3	24	10	0	4
999509-JACK SMITH CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999510-CUFFEYS COVE	1	0	1	1	0	0	2	1	37	9	0	0
999511-ELK	0	0	1	0	0	0	0	0	3	0	0	0
999512-BRIDGEPORT	0	1	1	0	0	0	0	0	15	5	0	0
999513-MANCHESTER	0	0	0	0	0	0	1	2	27	5	0	0
999514-ARENA	2	0	0	0	0	0	1	0	19	5	0	0
999515-GUALALA LOOKOUT	0	0	0	0	0	0	0	0	4	2	0	0
999516-IVERSEN	0	0	0	0	0	0	0	4	12	6	1	0
999517-IVERSEN LANDING	0	1	2	1	0	0	0	1	12	1	0	0
999518-ANCHOR BAY	0	0	0	0	0	0	0	0	4	1	0	0
999519-PEPPERWOOD	0	0	0	0	0	0	0	2	9	5	0	0
999520-RANCHO NAVARRO	0	0	0	2	2	0	2	0	13	2	0	0
999521-WHITE GULCH	0	0	0	0	0	0	0	0	0	0	0	0
999522-COUNTS	0	0	1	2	0	0	0	0	64	22	0	2
999523-INDIAN CREEK	0	0	0	0	0	0	0	0	1	0	0	0
999525-GRIZZLY PEAK	0	0	0	1	0	0	1	0	9	1	0	0
999526-UNIVERSITY	0	0	0	0	0	0	0	0	0	2	0	0

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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
999506-BIG RIVER	3	1	0	0	0	0	0	0	0	1	0	68	82
999507-VAN DAMME	1	1	2	0	0	0	0	0	0	2	0	82	90
999508-LEONARD LAKE	1	3	3	0	0	0	0	0	0	2	0	85	83
999509-JACK SMITH CREEK	0	0	0	0	0	0	0	0	0	0	0	0	0
999510-CUFFEYS COVE	0	0	0	1	0	0	0	0	0	2	0	102	91
999511-ELK	0	1	0	0	0	0	0	0	0	0	0	14	29
999512-BRIDGEPORT	0	2	0	0	0	0	0	0	0	0	0	53	56
999513-MANCHESTER	3	1	1	0	0	0	0	0	2	2	0	84	84
999514-ARENA	1	0	3	0	0	0	0	0	1	3	0	57	107
999515-GUALALA LOOKOUT	0	0	0	0	0	0	0	0	0	0	0	8	3
999516-IVERSEN	2	0	3	0	0	0	0	0	0	0	0	50	83
999517-IVERSEN LANDING	0	0	2	0	0	0	0	0	0	0	0	28	65
999518-ANCHOR BAY	2	0	1	0	0	0	0	0	0	1	0	13	19
999519-PEPPERWOOD	1	0	1	0	0	0	0	0	0	0	0	30	54
999520-RANCHO NAVARRO	0	0	2	0	0	0	0	0	0	1	0	38	38
999521-WHITE GULCH	0	0	0	0	0	0	0	0	0	0	0	4	3
999522-COUNTS	4	0	4	0	0	0	1	0	3	2	0	169	204
999523-INDIAN CREEK	0	0	0	0	0	0	0	0	0	0	0	1	2
999525-GRIZZLY PEAK	0	0	0	0	0	0	0	0	0	0	0	17	8
999526-UNIVERSITY	3	0	0	0	0	0	0	0	1	0	0	13	229

# STATEMENT OF VOTE - FINAL OFFICIAL

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## MENDOCINO COUNTY, CALIFORNIA

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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

## Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999506-BIG RIVER	0	150	0	150	197	76.14%
999507-VAN DAMME	0	172	0	172	225	76.44%
999508-LEONARD LAKE	1	169	0	169	249	67.87%
999509-JACK SMITH CREEK	0	0	0	0	0	0.00%
999510-CUFFEYS COVE	2	195	0	195	259	75.29%
999511-ELK	0	43	0	43	59	72.88%
999512-BRIDGEPORT	0	109	0	109	141	77.30%
999513-MANCHESTER	0	168	0	168	247	68.02%
999514-ARENA	1	165	0	165	307	53.75%
999515-GUALALA LOOKOUT	0	11	0	11	16	68.75%
999516-IVERSEN	0	133	0	133	181	73.48%
999517-IVERSEN LANDING	0	93	0	93	122	76.23%
999518-ANCHOR BAY	0	32	0	32	35	91.43%
999519-PEPPERWOOD	1	85	0	85	118	72.03%
999520-RANCHO NAVARRO	0	76	0	76	112	67.86%
999521-WHITE GULCH	0	7	0	7	14	50.00%
999522-COUNTS	1	374	0	374	520	71.92%
999523-INDIAN CREEK	0	3	0	3	5	60.00%
999525-GRIZZLY PEAK	0	25	0	25	40	62.50%
999526-UNIVERSITY	0	18	0	18	23	78.26%

**STATEMENT OF VOTE - FINAL  
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**CALIFORNIA GUBERNATORIAL RECALL**

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999527-BEEBE CREEK	0	0	0	1	0	2	1	0	0	0	0	0
999528-EAST SANEL	0	3	11	19	1	9	6	0	0	2	5	0
999529-HENRY STATION	0	1	2	1	0	5	5	0	2	0	0	0
999530-RUSSIAN RIVER	0	1	5	3	0	3	6	1	0	0	8	0
999531-SNOW MOUNTAIN	0	0	0	0	0	1	0	0	0	0	0	0
999532-PINE RIDGE	0	0	0	2	0	0	1	0	0	0	0	0
999533-OAK KNOLL	0	1	5	3	0	8	2	0	0	0	0	0
999534-STIPP	0	0	1	0	0	1	1	0	0	0	1	0
999535-FIRCREST	0	1	4	0	0	2	0	0	0	0	1	0
999536-VALLEY VIEW	0	0	3	2	0	6	1	0	0	0	8	0
999537-ACKERMAN CREEK	0	0	0	1	0	2	2	0	0	0	0	0
999538-HENSLEY CREEK	0	1	5	1	0	3	4	0	0	0	2	0
999539-RIDGEWOOD	0	0	1	2	0	3	3	0	0	0	2	0
999540-PINOLEVILLE	0	0	1	1	1	9	3	0	0	2	1	0
999541-REEVES CANYON	0	0	0	0	0	0	2	0	0	0	0	0
999542-BURKE HILL	3	0	4	1	0	1	4	0	0	0	2	0
999543-SPANISH MOUNTAIN	0	0	0	0	0	0	0	0	0	0	0	0
999544-RICE	0	0	0	0	0	0	0	0	0	0	0	0
999545-SIGNAL RIDGE	0	0	0	0	0	0	0	0	0	0	0	0
999546-MOUNTAIN TOP	0	0	0	0	0	0	0	0	0	0	0	0

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999527-BEEBE CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999528-EAST SANEL	3	0	0	0	0	0	0	0	0	0	0	4
999529-HENRY STATION	1	1	0	1	0	0	0	0	0	0	0	0
999530-RUSSIAN RIVER	2	1	1	0	0	0	0	0	0	0	0	0
999531-SNOW MOUNTAIN	0	0	0	0	0	0	0	0	0	0	0	0
999532-PINE RIDGE	0	0	0	0	0	0	0	0	0	0	0	3
999533-OAK KNOLL	0	3	0	0	0	0	0	0	0	0	0	0
999534-STIPP	0	2	0	2	0	0	0	0	0	0	0	0
999535-FIRCREST	1	0	0	2	0	0	0	0	0	0	0	0
999536-VALLEY VIEW	0	2	0	0	0	0	0	0	0	0	0	1
999537-ACKERMAN CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999538-HENSLEY CREEK	4	1	0	0	0	0	0	0	1	0	0	4
999539-RIDGEWOOD	0	1	0	0	0	0	2	0	0	0	0	2
999540-PINOLEVILLE	0	0	0	0	0	0	0	0	0	0	0	4
999541-REEVES CANYON	1	0	0	0	0	0	0	0	0	0	0	1
999542-BURKE HILL	1	0	0	0	0	1	0	0	0	0	0	0
999543-SPANISH MOUNTAIN	0	0	0	1	0	0	0	0	0	0	0	0
999544-RICE	0	0	0	0	0	0	0	0	0	0	0	0
999545-SIGNAL RIDGE	0	0	0	0	0	0	0	0	0	0	0	0
999546-MOUNTAIN TOP	0	0	0	0	0	0	0	0	0	0	0	0



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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999527-BEEBE CREEK	0	0	0	0	0	0	0	0	4	0	0	0
999528-EAST SANEL	1	1	2	1	0	0	0	0	74	10	0	4
999529-HENRY STATION	0	0	0	0	0	0	3	0	46	4	0	0
999530-RUSSIAN RIVER	2	0	2	1	0	0	0	2	41	6	0	0
999531-SNOW MOUNTAIN	0	0	0	0	0	0	0	0	0	1	0	0
999532-PINE RIDGE	0	0	3	1	0	0	0	0	9	0	0	0
999533-OAK KNOLL	0	0	1	2	0	0	2	1	63	4	0	0
999534-STIPP	0	0	0	0	0	0	0	0	41	3	0	0
999535-FIRCREST	1	1	0	0	0	0	0	1	14	1	0	0
999536-VALLEY VIEW	0	0	0	0	0	0	2	3	56	9	0	0
999537-ACKERMAN CREEK	0	0	0	0	0	0	0	0	0	1	0	0
999538-HENSLEY CREEK	0	0	0	0	0	0	1	0	56	0	0	0
999539-RIDGEWOOD	0	0	1	0	0	0	1	1	28	7	0	0
999540-PINOLEVILLE	0	0	0	0	0	0	0	0	12	2	0	0
999541-REEVES CANYON	0	0	0	1	0	0	0	0	12	0	0	0
999542-BURKE HILL	0	0	3	0	0	0	3	0	26	3	0	0
999543-SPANISH MOUNTAIN	0	0	0	0	0	0	0	0	0	0	0	0
999544-RICE	0	0	0	0	0	0	0	0	0	2	0	0
999545-SIGNAL RIDGE	0	0	0	0	0	0	0	0	0	0	0	0
999546-MOUNTAIN TOP	0	0	0	0	0	0	0	0	0	1	0	0

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# STATEMENT OF VOTE - FINAL OFFICIAL

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### CALIFORNIA GUBERNATORIAL RECALL

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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

## Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999527-BEEBE CREEK	0	15	0	15	18	83.33%
999528-EAST SANEL	1	308	0	308	569	54.13%
999529-HENRY STATION	1	152	0	152	199	76.38%
999530-RUSSIAN RIVER	0	151	0	151	233	64.81%
999531-SNOW MOUNTAIN	0	6	0	6	6	100.00%
999532-PINE RIDGE	0	64	0	64	94	68.09%
999533-OAK KNOLL	0	186	0	186	271	68.63%
999534-STIPP	0	94	0	94	128	73.44%
999535-FIRCREST	0	63	0	63	105	60.00%
999536-VALLEY VIEW	2	176	0	176	296	59.46%
999537-ACKERMAN CREEK	0	11	0	11	14	78.57%
999538-HENSLEY CREEK	1	131	0	131	227	57.71%
999539-RIDGEWOOD	2	144	0	144	211	68.25%
999540-PINOLEVILLE	0	100	0	100	156	64.10%
999541-REEVES CANYON	0	23	0	23	32	71.88%
999542-BURKE HILL	1	86	0	86	154	55.84%
999543-SPANISH MOUNTAIN	0	7	0	7	9	77.78%
999544-RICE	0	5	0	5	9	55.56%
999545-SIGNAL RIDGE	0	2	0	2	2	100.00%
999546-MOUNTAIN TOP	0	3	0	3	3	100.00%

**STATEMENT OF VOTE - FINAL  
OFFICIAL**

09 14 2021 California Gubernatorial  
Recall

Run Time 3:10 PM

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**MENDOCINO COUNTY, CALIFORNIA**

**CALIFORNIA GUBERNATORIAL RECALL**

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**Official Results**

**Registered Voters**  
34319 of 55056 = 62.33%

**Precincts Reporting**  
250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	KEVIN K. KAUL	CHAUNCEY "SLIM" KILLENS	KEVIN KILEY	PATRICK KILPATRICK	ANTHONY TRIMINO	JOEL VENTRESCA	KEVIN L. FAULCONER	RHONDA FURIN	ROBERT C. NEWMAN II	DENNIS RICHTER	BRANDON M. ROSS	SAM L. GALLUCCI
999547-FELIZ CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999548-MCNAB	0	0	0	0	0	0	0	0	0	0	0	0
999549-ORR CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999550-AUCTION YARD	0	0	0	0	0	0	0	0	0	0	0	0
999551-LOW GAP	1	0	0	2	0	3	5	0	0	0	3	0
999552-RANCH	0	0	0	0	0	0	0	0	0	0	0	0
999553-SOZZONI NORTH	0	0	0	0	0	0	0	0	0	0	0	0
999554-SOZZONI SOUTH	0	0	0	0	0	0	0	0	0	0	0	0
999555-HENSLEY SOUTH	0	0	0	0	0	0	1	0	0	0	0	0
999556-MUIR CANYON	0	0	6	1	0	10	8	0	0	0	3	0
999557-JEFFERSON	1	2	2	2	0	0	0	0	0	1	1	0
999558-FAIRVIEW COURT	2	0	9	2	0	10	5	1	0	0	2	0
<b>Totals</b>	<b>77</b>	<b>141</b>	<b>886</b>	<b>679</b>	<b>43</b>	<b>1,299</b>	<b>873</b>	<b>9</b>	<b>30</b>	<b>57</b>	<b>750</b>	<b>24</b>

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**Official Results**

**Registered Voters**  
34319 of 55056 = 62.33%

**Precincts Reporting**  
250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	TED GAINES	CAITLYN JENNER	LEO S. ZACKY	JENNY RAE LE ROUX	DAVID LOZANO	STEVE CHAVEZ LODGE	MICHAEL LOEBS	DENIS LUCEY	DIEGO MARTINEZ	JEREMIAH "JEREMY" MARCINIAK	DANIEL MERCURI	JACQUELINE MCGOWAN
999547-FELIZ CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999548-MCNAB	0	0	0	0	0	0	0	0	0	0	0	0
999549-ORR CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999550-AUCTION YARD	0	0	0	0	0	0	0	0	0	0	0	0
999551-LOW GAP	0	2	0	2	0	1	0	0	0	0	0	1
999552-RANCH	0	0	0	0	0	0	0	0	0	0	0	0
999553-SOZZONI NORTH	0	0	0	0	0	0	0	0	0	0	0	0
999554-SOZZONI SOUTH	0	0	0	0	0	0	0	0	0	0	0	0
999555-HENSLEY SOUTH	0	0	0	0	0	0	0	0	0	0	0	0
999556-MUIR CANYON	0	2	0	2	0	0	1	1	0	0	0	4
999557-JEFFERSON	0	0	0	0	0	0	0	0	0	0	0	0
999558-FAIRVIEW COURT	0	1	0	1	0	0	1	0	0	0	0	1
<b>Totals</b>	<b>180</b>	<b>284</b>	<b>20</b>	<b>72</b>	<b>23</b>	<b>37</b>	<b>76</b>	<b>13</b>	<b>14</b>	<b>8</b>	<b>20</b>	<b>572</b>

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**MENDOCINO COUNTY, CALIFORNIA**

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	DAVID MOORE	DAVID ALEXANDER BRAMANTE	HOLLY L. BAADE	ANGELYNE	JAMES G. HANINK	DAVID HILLBERG	JEFF HEWITT	JOHN R. DRAKE	LARRY A. ELDER	KEVIN PAFFRATH	ADAM PAPAGAN	ARMANDO "MANDO" PEREZ-SERRATO
999547-FELIZ CREEK	0	0	0	0	0	0	0	0	4	0	0	0
999548-MCNAB	0	0	0	0	0	0	0	0	0	0	0	0
999549-ORR CREEK	0	0	0	0	0	0	0	0	0	0	0	0
999550-AUCTION YARD	0	0	0	0	0	0	0	0	2	0	0	0
999551-LOW GAP	0	0	0	0	0	0	0	0	13	5	0	0
999552-RANCH	0	0	0	0	0	0	0	0	1	0	0	0
999553-SOZZONI NORTH	0	0	0	0	0	0	0	0	0	0	0	0
999554-SOZZONI SOUTH	0	0	0	0	0	0	0	0	0	0	0	0
999555-HENSLEY SOUTH	0	0	0	0	0	0	0	0	4	0	0	0
999556-MUIR CANYON	0	0	0	0	0	0	0	0	26	3	0	1
999557-JEFFERSON	0	0	0	0	0	0	0	0	6	3	0	0
999558-FAIRVIEW COURT	0	1	0	2	0	0	0	0	53	3	0	0
<b>Totals</b>	<b>67</b>	<b>38</b>	<b>191</b>	<b>110</b>	<b>14</b>	<b>11</b>	<b>167</b>	<b>135</b>	<b>7,799</b>	<b>1,382</b>	<b>12</b>	<b>105</b>

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

**Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One**

Precinct	JOHN COX	HEATHER COLLINS	DANIEL WATTS	NICKOLAS WILDSTAR	SARAH STEPHENS	DENVER STONER	JOE M. SYMMON	MAJOR SINGH	DOUG OSE	DAN KAPELOVITZ	Major Williams (W)	Cast Votes	Undervotes
999547-FELIZ CREEK	0	0	0	0	0	0	0	0	0	0	0	4	0
999548-MCNAB	0	0	0	0	0	0	0	0	0	0	0	0	0
999549-ORR CREEK	0	0	0	0	0	0	0	0	0	0	0	0	0
999550-AUCTION YARD	4	0	0	0	0	0	0	0	0	0	0	6	0
999551-LOW GAP	2	1	0	0	0	0	0	0	0	2	0	43	27
999552-RANCH	0	0	0	0	0	0	0	0	0	0	0	1	0
999553-SOZZONI NORTH	0	0	0	0	0	0	0	0	0	0	0	0	0
999554-SOZZONI SOUTH	0	0	0	0	0	0	0	0	0	0	0	0	0
999555-HENSLEY SOUTH	1	0	0	0	0	0	0	0	0	0	0	6	1
999556-MUIR CANYON	2	0	1	0	0	0	0	0	0	1	0	72	57
999557-JEFFERSON	0	0	1	0	0	0	0	0	0	0	0	19	22
999558-FAIRVIEW COURT	3	0	2	0	0	0	0	0	1	0	0	100	60
<b>Totals</b>	<b>1,156</b>	<b>100</b>	<b>311</b>	<b>18</b>	<b>19</b>	<b>69</b>	<b>5</b>	<b>15</b>	<b>163</b>	<b>299</b>	<b>20</b>	<b>18,393</b>	<b>15,761</b>

# STATEMENT OF VOTE - FINAL OFFICIAL

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Recall

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## MENDOCINO COUNTY, CALIFORNIA

### CALIFORNIA GUBERNATORIAL RECALL

9/14/2021

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## Official Results

### Registered Voters

34319 of 55056 = 62.33%

### Precincts Reporting

250 of 250 = 100.00%

### Candidates to succeed GAVIN NEWSOM as Governor if he is recalled: - Vote for One

Precinct	Overvotes	Vote By Mail Ballots Cast	Polling Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
999547-FELIZ CREEK	0	4	0	4	7	57.14%
999548-MCNAB	0	0	0	0	0	0.00%
999549-ORR CREEK	0	0	0	0	1	0.00%
999550-AUCTION YARD	0	6	0	6	6	100.00%
999551-LOW GAP	0	70	0	70	94	74.47%
999552-RANCH	0	1	0	1	1	100.00%
999553-SOZZONI NORTH	0	0	0	0	0	0.00%
999554-SOZZONI SOUTH	0	0	0	0	0	0.00%
999555-HENSLEY SOUTH	0	7	0	7	13	53.85%
999556-MUIR CANYON	0	129	0	129	181	71.27%
999557-JEFFERSON	0	41	0	41	114	35.96%
999558-FAIRVIEW COURT	0	160	0	160	281	56.94%
<b>Totals</b>	<b>165</b>	<b>34,063</b>	<b>256</b>	<b>34,319</b>	<b>55,056</b>	<b>62.33%</b>



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**MENDOCINO COUNTY, CALIFORNIA**

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**Official Results**

**Registered Voters**

34319 of 55056 = 62.33%

**Precincts Reporting**

250 of 250 = 100.00%

\*\*\* End of report \*\*\*



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4h)

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**To:** Board of Supervisors

**From:** Behavioral Health

**Meeting Date:** October 26, 2021

**Department Contact:** Jenine Miller

**Phone:** 472-2341

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Approval of Amendment to BOS Agreement No. 21-126 with Redwood Community Crisis Center (RC3) to Increase the Amount from \$89,172 to \$100,607 to Provide Emergency Crisis Services and Outreach to Children and Young Adults in Mendocino County, Effective July 1, 2021 through June 30, 2022

**Recommended Action/Motion:**

Approve Amendment to BOS Agreement No. 21-126 with Redwood Community Crisis Center (RC3) to increase the amount from \$89,172 to \$100,607 to provide emergency crisis services and outreach to children and young adults in Mendocino County, Effective July 1, 2021 through June 30, 2022; authorize the Behavioral Health Director to sign any Amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

Ongoing Agreement, most recent action: June 22, 2021, Item 4(ad), BOS Agreement 21-126

**Summary of Request:**

This item requests approval of Amendment to the Agreement with Redwood Community Crisis Center ("RC3") to increase the Amount to \$100,607 for fiscal year 2021-22 to provide 24/7 crisis response, and outreach and engagement, to children and young adults in Mendocino County who are experiencing crisis episodes. When applicable, services are funded through Medi-Cal and/or the Mental Health Services Act Community Services and Supports (MHSA CSS). Many times, youth may be uninsured, and unable to apply for Medi-Cal due to immigration issues, etc. RC3 serves all of these youth, regardless of ability to pay. RC3 is also serving Transitional Aged Youth (TAY) up to their 25th birthday and youth with First Episode Psychosis (FEP). These grant funds are awarded for the contracted services.

Through this grant, RC3 offers crisis services to 100% of clients at assessment with a focus on stabilization and linkage to providers within the community and provides 24/7 crisis response, crisis assessment and stabilization services to all First Episode Psychosis (FEP) clients in a timely manner throughout all of Mendocino County. RC3 also provides 60 days of in-house rehabilitation and therapeutic services to FEP crisis clients and provides referrals and/or linkages to appropriate community resources for long-term, post-crisis stabilization to FEP clients who consent.

The change in funds is required due to the amount of funds that are provided by SAMHSA, as that amount can

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**Item #: 4h)**

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fluctuate from year to year.

**Alternative Action/Motion:**

Return to staff for alternative handling

**How Does This Item Support the General Plan?** The services provided through this agreement will promote wellness within local communities, provide access to mental health care, and promote mental health wellness within the community.

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:**

**Fiscal Details:**

**source of funding:** MHBG SAMHSA

**current f/y cost:** \$100,607

**annual recurring cost:** N/A

**budget clarification:** N/A

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** No

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Darcie Antle, Assistant CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Deputy Clerk

**Date:** Date Executed

**Final Status:**Item Status

**Executed Item Type:** item    **Number:**

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. **Original Agreement Delivered to Auditor?** Choose an item.

BOS AGREEMENT NO. \_\_\_\_\_

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 21-126**

This Amendment to BOS Agreement No. 21-126 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 **Redwood Community Services DBA Redwood Community Crisis Center**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-126 was entered into on July 1, 2021; and

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

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the original BOS Agreement No. 21-126, from \$89,172 to \$100,607; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to alter the Payment Terms, Exhibit B, set out in the original BOS Agreement No. 21-126; and

WHEREAS, CONTRACTOR will continue to provide 24/7 crisis response to children, youth, and young adults.

NOW, THEREFORE, we agree as follows:

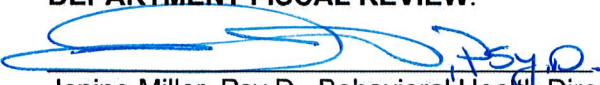
1. The amount set out in the original BOS Agreement No. 21-126 will be increased from \$89,172 to \$100,607.
2. The Payment Terms, Exhibit B, set out in the original BOS Agreement No. 21-126 has been altered and a new Exhibit B is attached herein.

All other terms and conditions of BOS Agreement No. 21-126 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:**

  
Jenine Miller, Psy.D., Behavioral Health Director

Date: 9/9/21

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-2189

Org Code: MHAS92

Grant: ☒ Yes ☐ No

Grant No.: Mental Health Block Grant: 93.958

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

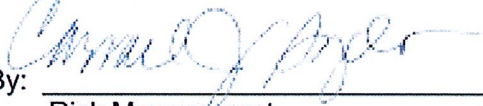
By: \_\_\_\_\_  
Deputy

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

**09/02/2021**

**CONTRACTOR/COMPANY NAME:**

By:   
Victoria Kelly, Chief Executive Officer

Date: 09/10/2021

**NAME AND ADDRESS OF CONTRACTOR:**


Redwood Community Services DBA  
Redwood Community Crisis Center  
350 E. Gobbi St.  
Ukiah, CA 95482

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

**09/02/2021**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

**APPROVAL RECOMMENDED**

By:   
Deputy CEO

**09/02/2021**

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

Exception to Bid Process Required/Completed ☒ EB 21-257

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: 501(c)(3)



## EXHIBIT B

### PAYMENT TERMS

- I. Payments for this Agreement are contingent upon the COUNTY being awarded the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant by the Department of Health Care Services (DHCS) for Fiscal Year 21-22.
- II. COUNTY will pay CONTRACTOR as per the following instructions:
  - A. 0.388 Full Time Employee (FTE) Community Liaison as stated in Exhibit A, paid per month for twelve (12) months up to a maximum total of Twenty-Four Thousand Seven Hundred Sixty-Six Dollars (\$24,766) for the twelve (12) month period.
  - B. Three (3), 0.30 FTE Regional Support Team Members as stated in Exhibit A, paid per month for twelve (12) months up to a maximum total of Seventy-Five Thousand Eight Hundred Forty-One Dollars (\$75,841) for the twelve (12) month period.
- III. COUNTY shall act only as the fiscal intermediary between CONTRACTOR and DHCS for any SAMHSA fund payments. Payments for all services provided pursuant to this Agreement are contingent upon the award and continued availability of SAMHSA funds granted to COUNTY by DHCS. Should funding be denied, reduced or terminated by DHCS, COUNTY may require the reduction of service levels, other program adjustments, and/or cancellation of this Agreement without incurring legal liability.
- IV. In the event that funds provided under this Agreement are expended prior to the end of the contract period, CONTRACTOR shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from COUNTY.
- V. CONTRACTOR shall submit a monthly claim to the COUNTY identifying billing and/or performance period covered by the invoice. Invoices will be itemized using the Sample Invoice included in this Agreement (Attachment 2).
  - A. CONTRACTOR shall document all time spent on MHBG specific services or functions, which will be reflected on a timesheet.
- VI. Billing for services is expected to be completed on a monthly basis and must occur within sixty (60) days of service provision. Billings for services beyond the 60-day period will not be honored. Billing to the COUNTY must be for services provided that meet COUNTY requirements for SAMHSA funds. Invoices shall be submitted on approved form with content detailing charges. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services invoiced. The June invoice must be submitted prior to July 14, 2022. Invoices will not be paid by COUNTY unless and until it is awarded the SAMHSA Grant by DHCS for Fiscal Year 21-22.

- VII. A final undisputed invoice shall be submitted for payment no more than twenty (20) calendar days following the expiration or termination date of this Agreement. Said invoice shall be clearly marked "Final Invoice", thus indicating that all payment obligations of COUNTY under this Agreement have ceased and no further payments are due or outstanding.
- VIII. CONTRACTOR agrees overpayments based on an audit finding and/or an audit finding appealed and upheld will be recouped by COUNTY. Said repayment to COUNTY from CONTRACTOR will be due and payable no later than thirty (30) days from said upheld finding.
- IX. Monthly invoices (Attachment 2) and summary of services will be sent to:

COUNTY OF MENDOCINO  
Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482  
Attn: Jenine Miller

Payments under this Agreement shall not exceed One Hundred Thousand Six Hundred Seven Dollars (\$100,607) for the term of this Agreement.

[END OF PAYMENT TERMS]



**TO: Board of Supervisors**

**FROM: Health and Human Services Agency**

**MEETING DATE: June 22, 2021**

**DEPARTMENT CONTACT:** Jenine Miller  
**DEPARTMENT CONTACT:** Dustin Thompson

**PHONE:** 472-2341  
**PHONE:** 472-2319

**ITEM TYPE:** Consent Agenda

**TIME ALLOCATED FOR ITEM:** N/A

**AGENDA TITLE:**

Approval of Agreement with Redwood Community Services DBA Redwood Community Crisis Center in the Amount of \$89,172 to Provide 24/7 Mental Health Crisis Response, Outreach, and Engagement to Children, Youth, and Young Adults in Mendocino County Experiencing a First Episode Psychosis, Effective July 1, 2021 through June 30, 2022

**RECOMMENDED ACTION/MOTION:**

Approve Agreement with Redwood Community Services DBA Redwood Community Crisis Center in the amount of \$89,172 to provide 24/7 mental health crisis response, outreach, and engagement to children, youth, and young adults in Mendocino County experiencing a First Episode Psychosis, effective July 1, 2021 through June 30, 2022; authorize the Health and Human Services Agency Assistant Director/ Behavioral Health and Recovery Services Director to sign any future amendments to the agreement that do not exceed the annual maximum amount; and authorize Chair to sign same.

**PREVIOUS BOARD/BOARD COMMITTEE ACTIONS:**

Ongoing Agreement since 2014. Most recent action, June 23, 2020, Item No. 4(n), BOS Agreement No. 20-084.

**SUMMARY OF REQUEST:**

Health and Human Services Agency, Behavioral Health and Recovery Services, requests Board approval of the proposed Agreement with Redwood Community Crisis Center (RC3) to provide crisis response, crisis assessment, and stabilization services to children, youth and young adults experiencing First Episode Psychosis (FEP). When applicable, services are funded through Medi-Cal and/or Mental Health Services Act, Community Services and Supports. Many times, youth may be uninsured, and unable to apply for Medi-Cal due to immigration issues, etc. However, through funding from the Mental Health Block Grant, RC3 can provide services to 100% of FEP clients throughout Mendocino County. RC3 also provides 60 days of in-house rehabilitation, therapeutic services, and referrals and/or linkages to appropriate community resources for individuals who meet the grant criteria.

**ALTERNATIVE ACTION/MOTION:**

Return to staff for alternative handling.

**SUPERVISORIAL DISTRICT:** ALL

**VOTE REQUIREMENT:** Majority

**SUPPLEMENTAL INFORMATION AVAILABLE ONLINE AT:** N/A

**FISCAL DETAILS:**

**SOURCE OF FUNDING:** Mental Health Block Grant  
 SAMHSA  
**CURRENT F/Y COST:** \$89,172  
**ANNUAL RECURRING COST:** TBD

**BUDGETED IN CURRENT F/Y:** Yes

**IF NO, PLEASE DESCRIBE:**  
**REVENUE AGREEMENT:** No



**BUDGET CLARIFICATION:**

**AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL:** Yes

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**CEO LIAISON:** Darcie Antle, Deputy CEO

**CEO REVIEW:** Yes

**CEO COMMENTS:**

**FOR COB USE ONLY**

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**Executed By:** Atlas Pearson, Deputy Clerk I

**Date:** June 24, 2021

**Note to Department**

**Number of Original Agreements Returned to Dept:** 0

**Original Agreement Delivered to Auditor?** No

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**FINAL STATUS:** **APPROVED**

**EXECUTED ITEM TYPE:** AGREEMENT **NUMBER:** 21-126



**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., DBA Redwood Community Crisis Center**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its 24/7 crisis response to children, youth and young adults; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Business Associate Agreement
Attachment 1	Disclosure of Ownership and Control Interests
Attachment 2	Invoice

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 Eighty-Nine Thousand One Hundred Seventy-Two Dollars (\$89,172) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jenine Miller, Psy.D., HHSA Assistant Director

Date: 4/28/21

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-2189

Org/Object Code: MHAS92

Grant: ☒ Yes ☐ No

Grant No.: 93.958

COUNTY OF MENDOCINO

By: [Signature]  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUN 24 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy

JUN 24 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

INSURANCE REVIEW:

JUN 24 2021

By: [Signature]  
Risk Management

Date: 04/26/2021

CONTRACTOR/COMPANY NAME

By: [Signature]  
Victoria Kelly, Chief Executive Officer

Date: 05/20/2021

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc.  
350 E. Gobbi St.  
Ukiah, CA 95482

707-467-2010;  
kellyv@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: [Signature]  
Deputy

Date: 04/26/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO

Date: 04/26/2021

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

Exception to Bid Process Required/Completed ☒ EB 21-169

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: 501(c)(3)



## **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  
HHSA Behavioral Health and Recovery Services  
1120 S. Dora St.  
Ukiah, CA 95482  
Attn: Dustin Thompson

To CONTRACTOR: Redwood Community Services, Inc.  
350 E. Gobbi St.  
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. SANCTIONED EMPLOYEE: CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

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

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement.



CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$89,172 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
21. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
22. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective



unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.



30. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibit B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other



proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

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

34. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
37. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
38. CONTRACTOR NOTIFICATION OF BREACH OR IMPROPER DISCLOSURES: The State Contract requires County to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). Contractor shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII

and/or PHI by Contractor, notify County's Privacy Officer of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon County's knowledge of a material breach or violation by Contractor of the agreement between County and the Contractor, County shall:

- a. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate the agreement if the Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate the agreement if the Contractor has breached a material term of the agreement and cure is not possible.
- c. In the event that the State Contract requires County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

[END OF GENERAL TERMS AND CONDITIONS]



## EXHIBIT A

### DEFINITION OF SERVICES

- I. CONTRACTOR shall provide:
  - A. One (1) Community Liaison and three (3) Regional Support Team Members of Redwood Community Crisis Center (RC3) to provide and monitor the following services to children, youth and young adults in Mendocino County who are in crisis and experiencing a First Episode Psychosis (FEP):
    1. 24/7 crisis response
    2. Outreach and Engagement
    3. After care services
    4. Support services that are to be facilitated by working closely with other organizations such as Redwood Quality Management Company (RQMC), Wellness Center, Primary Care and Behavioral Health Court
  - B. The following information, submitted with monthly invoices to COUNTY:
    1. Number of clients seen with FEP
    2. Number of clients served with FEP
    3. Age of clients served
    4. Gender
    5. Ethnicity
- II. COUNTY has the right to request progress notes and related reports as needed.
- III. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance



continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

- IV. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- V. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.
- VI. CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by COUNTY, CONTRACTOR with five percent (5%) or more direct or indirect ownership interest shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Disclosure of Ownership & Control Interest" (Attachment 1) with COUNTY disclosing CONTRACTOR's or such other person's financial interests. Additionally, a background check, including fingerprinting, may be required for said persons if it is determined there is a "high" risk to the Medi-Cal program.
- VII. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

- I. Payments for this Agreement are contingent upon the COUNTY being awarded the Substance Abuse and Mental Health Services Administration (SAMHSA) Mental Health Block Grant (MHBG) by the Department of Health Care Services (DHCS) for Fiscal Year 21-22.
- II. COUNTY will pay CONTRACTOR as per the following instructions:
  - A. 0.39691 Full Time Employee (FTE) Community Liaison as stated in Exhibit A, paid per month for twelve (12) months up to a maximum total of Twenty-Four Thousand Two Hundred Twelve Dollars (\$24,212) for the twelve (12) month period.
  - B. Three (3) , 0.35 FTE Regional Support Team Members as stated in Exhibit A, paid per month for twelve (12) months up to a maximum total of Sixty-Four Thousand Nine Hundred Sixty Dollars (\$64,960) for the twelve (12) month period.
- III. COUNTY shall act only as the fiscal intermediary between CONTRACTOR and DHCS for any SAMHSA fund payments. Payments for all services provided pursuant to this Agreement are contingent upon the award and continued availability of SAMHSA funds granted to COUNTY by DHCS. Should funding be denied, reduced or terminated by DHCS, COUNTY may require the reduction of service levels, other program adjustments, and/or cancellation of this Agreement without incurring legal liability.
- IV. In the event that funds provided under this Agreement are expended prior to the end of the contract period, CONTRACTOR shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from COUNTY.
- V. CONTRACTOR shall submit a monthly claim to the COUNTY identifying billing and/or performance period covered by the invoice. Invoices will be itemized using the Sample Invoice included in this Agreement (Attachment 2).
  - A. CONTRACTOR shall document all time spent on MHBG specific services or functions, which will be reflected on a timesheet.
- VI. Billing for services is expected to be completed on a monthly basis and must occur within sixty (60) days of service provision. Billings for services beyond the 60-day period will not be honored. Billing to the COUNTY must be for services provided that meet COUNTY requirements for SAMHSA funds. Invoices shall be submitted on approved form with content detailing charges. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services invoiced. The



June invoice must be submitted prior to July 14, 2022. Invoices will not be paid by COUNTY unless and until it is awarded the SAMHSA Grant by DHCS for Fiscal Year 21-22.

- VII. A final undisputed invoice shall be submitted for payment no more than twenty (20) calendar days following the expiration or termination date of this Agreement. Said invoice shall be clearly marked "Final Invoice", thus indicating that all payment obligations of COUNTY under this Agreement have ceased and no further payments are due or outstanding.
- VIII. CONTRACTOR agrees overpayments based on an audit finding and/or an audit finding appealed and upheld will be recouped by COUNTY. Said repayment to COUNTY from CONTRACTOR will be due and payable no later than thirty (30) days from said upheld finding.
- IX. Monthly invoices (Attachment 2) and summary of services will be sent to:

COUNTY OF MENDOCINO  
Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482  
Attn: Jenine Miller

- X. Payments under this Agreement shall not exceed Eighty-Nine Thousand One Hundred Seventy-Two Dollars (\$89,172) 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 Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000



21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women
  22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended
  23. Title 42, CFR, Part 54 - Charitable Choice
- As well as comply with State Law Requirements:
1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
  2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
  3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
  4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
  5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
  6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
  7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
  8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
  9. California Government Code section 12940 - California Fair Employment
  10. California Government Code section 4450 -Access to Public Buildings
  11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

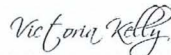
THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

05/20/2021

Date

350 E. Gobbi St. Ukiah, CA 95482

Address of CONTRACTOR



CONTRACTOR Signature

**Appendix A**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Victoria Kelly  
(Type Name)

Chief Executive Officer  
(Title)

  
(Signature)

Redwood Community Services, Inc.  
(Organization Name)

350 E. Gobbi St.  
Ukiah, CA 95482  
(Organization Address)

05/20/2021  
(Date)



## Addendum A

### Business Associate Agreement

**THIS HIPAA BUSINESS ASSOCIATE AGREEMENT** (the "Agreement") is entered into effective July 1, 2021 (the "Effective Date"), by and between **Redwood Community Services, Inc.** ("Business Associate/Qualified Service Organization") and **Mendocino County Health and Human Services Agency** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship ("Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a Business Associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate/Qualified Service Organization, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless



additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate/Qualified Service Organization, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer  
Health and Human Services Agency  
1-866-791-9337

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.



11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate/Qualified Service Organization, Business Associate shall within two (2) days forward such request to Covered Entity.
13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
  - (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
  - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
  - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate/Qualified Service Organization's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt



of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.

16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associate/Qualified Service Organizations or agents of Business Associate/Qualified Service Organization. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/Qualified Service Organization's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.

23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

**Redwood Community Services, Inc.**

By: Victoria Kelly

Name: Victoria Kelly

Title: Chief Executive Officer

**Mendocino County**

By: Jenine Miller, Psy.D.

Name: Jenine Miller, Psy.D.

Title: HHSA Assistant Director/Behavioral Health Director





Attachment 1

**Mendocino County Health and Human Services Agency**  
"Healthy People, Healthy Communities"



**Behavioral Health and Recovery Services**  
**Jenine Miller ♦ Behavioral Health Director**  
*Providing Behavioral Health Services*

Ukiah Offices: Mental Health • 1120 S. Dora St. • Ukiah • CA • 95482 • (707) 463-4303 • FAX (707) 463-6395  
Fort Bragg Offices: Mental Health • Avila Center • 790-B S. Franklin St. • Fort Bragg • CA • (707) 964-4747 • FAX (707) 961-2698  
Willits Integrated Services Center: Mental Health • 747 E. Valley St. • Willits • CA • 95490 • (707) 456-3850 • FAX (707) 456-3808

**Disclosure of Ownership & Control Interests**

Pursuant to 42 C.F.R §§ 455.104 et seq., and the Mendocino County Mental Health Plan Contract Number 12-89375, all: 1) Administrative Service Organizations (ASO), 2) all subcontractors (including both subcontractors with the ASOs who, themselves subcontract with other service providers as well as subcontractors who provide services directly to clients, whether they have contracted with ASOs, the ASOs subcontractors, or have entered into their contracts for services with the County), and 3) all client service network providers – are required to provide complete *Disclosure of Ownership & Control Interest* information on all of the following areas. These disclosures serve as a condition precedent to maintaining your right to continue serving, and being reimbursed for serving, the population of clients whom federal Medicaid/Medi-Cal and/or Medicare dollars ultimately fund.

Should you need additional space to be able to fully answer any of these areas of disclosure, please fill out the additional information on a separate page and reference the specific item you are addressing with the same numbers which appear on the form below. Please note that a memorandum explaining the Federal and State legal bases for individual items that make up this mandatory disclosures form is available upon request.

Owing to the sensitive nature of the information gathered on this form, it is a policy of the County of Mendocino that the County protect the security of this form; ensure that the form is only used for the purposes for which this information was gathered; and protect the integrity of that information by taking steps to make sure that it is not modified, changed, or deleted. Specifically, the County, through its Compliance Officer, will make certain that the originals of this form be kept in a secure, locked location to which only the Behavioral Health Director and his/her designee have a key, or have the combination. No hard copies will be made of these originals, which will remain under lock and key until such time as their production is required by the California Department of Health Care Services and/or Center for Medicare/Medicaid Services personnel for whom the statutory and regulatory scheme governing this process intends their contents. Finally, to guarantee the integrity of the originals, the County will scan the disclosure forms using a secure encryption system, and will then save the encrypted electronic copies on a network drive to which only the Mental Health Director and



his/her designee have access. The Compliance Officer, as the person charged with collecting the disclosure forms, will be responsible for making make sure that these steps are followed. Nevertheless, this form is discoverable under the California Public Records Act (California Government Code, Title 1, Division 7, §§ 6250 through 6276.48), however, sensitive information such as date of birth and Social Security number will be redacted prior to discovery.

Thank you in advance for your full cooperation with this effort.

(1)(i) The names and addresses of any and all "persons," whether individuals or corporations, who have any ownership or control interest of any of the following, whether that interest meets or exceeds a 5% ownership/control or not:

- An ASO which contracts with the County of Mendocino
- Any subcontractor of such an ASO which either provides services directly or contracts those services out (to sub-subcontractors);
- Any direct provider of services who contracts with the County, whether operation as a sole practitioner, or as any organized group of providers

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(1)(ii) The date of birth and social security number for every individual who fits paragraph (1)(i)'s definition of being a "person" with any ownership or control interest in any of the organizations described in that same paragraph, whether that interest meets or exceeds a 5% ownership/control interest or not:

(Name) Date of Birth, Social Security  
Number: \_\_\_\_\_

(1)(iii) The tax identification number(s) for any corporation(s) which fit(s) paragraph (1)(i)'s definition of being "person" with any ownership or control interest in any of the organizations described in that same paragraph, whether that interest meets or exceeds a 5% ownership/control interest or not AND the tax identification number (s) for any corporation(s) whose businesses have at least a 5% ownership or control interest in any of their subcontractors, and/or any of their subcontractors' subcontractors:

Tax Identification  
Number(s): \_\_\_\_\_

(2)(i) For any "person" who has any ownership or control interest in any of the organizations described in paragraph (1)(i), whether that interest meets or exceeds a 5% ownership/control



interest or not, please disclose whether you are related to anyone else – as a spouse, parent, child, or sibling – who also has such an interest, whether it meets or exceeds a 5% interest or not. Please make this series of disclosures by providing that related person's name, their exact familial tie to you, and the organization/entity which you share in common.

Related individual's name, relationship, and organization/entity in common:

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(2)(ii) For any "person," individual or corporate, who has any interest in an organization/entity that, itself, has a 5% or greater interest in any subcontractor, or in any other organization/entity which either contracts to provide services, which itself provides such services, please disclose whether you are related to anyone else – as a spouse, parent, child, or sibling – who has any interest in that other organization/entity. An example will help clarify what might otherwise be the potential for confusion in this section of the disclosure form.

Example: Mr. Jones has an ownership or control interest in ASO X; and ASO X does business with Subcontractor Y, in which ASO X has at least a 5% interest. Mr. Jones' wife has an ownership or control interest in Subcontractor Y even if her interest is less than 5%. Under these circumstances, Mr. Jones must disclose the he and ASO X do business with a subcontracting firm in which he as a spousal relationship.

Related individual's name, relationship and organization(s) in common:

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(3) If any "person," individual or corporate, who has any ownership or control interest in more than one organization/entity (whether those multiple interests meet or exceed 5% with any particular organization/entity or not), they must disclose all of those interests so that it is readily apparent "how many interests?" and "with whom?"

Individual's name, and the organization(s)/entity(s) in which they have any ownership or control interest(s):

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(4) The name, address, date of birth and social security number for any "managing employee" of any ASO, subcontractor, subcontractor's subcontractor, or provider:

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(5) The identity of any person who is a "managing employee" of any ASO, subcontractor, subcontractor's subcontractor, or provider, who has been convicted of a crime related to federal health care programs (i.e. fraud):

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The State has asked that the following disclosures related to business transactions be included:<sup>1</sup>

(6)(a) The ownership of any contractor with whom the contractor has had business transactions totaling more than \$25,000 during the 12-month period ending of the date of the request; and

(6)(b) Any significant business transactions between the contractor and any wholly owned supplier, or between the contractor and any subcontractor, during the 5-year period ending on the date of the request:

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By signing below, I certify all information is true and correct to the best of my knowledge:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

<sup>1</sup> While the language of (6)(a) and (6)(b) for disclosure (from the State) may not be as precise as that which appears in the federal regulations which drives the rest of the disclosure items in this form, it would appear that what the State is looking for in these two requests is information pertaining to who owns the business – whether subcontractors or suppliers – with whom the contractors (either ASOs or ASO subcontractors who, themselves, enter into subcontracts for services or supplies) are doing a significant amount of business, with “significant” being defined as totaling more than \$25,000 in any particular 12 month period.



Attachment 2  
**Mendocino County HHSA BHRS  
Services Contract Claim Form**

<b>Submit Invoice to:</b>	Mendocino County – BHRS	<b>Contractor:</b>	Name
	Attn: Jenine Miller		Attn: Contact
	1120 S. Dora Street		Address
	Ukiah California		City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4i)**

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**To: Board of Supervisors**

**From: District Attorney**

**Meeting Date:** October 26, 2021

**Department Contact:** C. David Eyster  
**Department Contact:** Kathryn Cavness

**Phone:** 463-4211  
**Phone:** 463-4194

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Adoption of Resolution Authorizing Submittal of Grant Application to Cal OES for the Unserved/Underserved Advocacy and Outreach (UV) Program for the Grant Period January 1, 2022 Through December 31, 2022

**Recommended Action/Motion:**

Adopt Resolution authorizing submittal of the grant application to Cal OES for the Unserved/Underserved Advocacy and Outreach (UV) Program for the Grant Period January 1, 2022 Through December 31, 2022; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

Approved since 2016.

**Summary of Request:**

Adopt the Resolution authorizing the DA's submittal of the FY 2021 Unserved/Underserved Advocacy and Outreach Grant to Cal OES with signatory authorization to execute the Grant Award Agreement including any extensions or amendments thereof.

**Alternative Action/Motion:**

Return to staff for additional information or alternative plans.

**How Does This Item Support the General Plan?**

**Provides support for victims of crime in underserved areas of the county**

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:** n/a

**Fiscal Details:**

**source of funding:** VOCA/Cal OES

**budgeted in current f/y:** Yes

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**Item #: 4i)**

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**current f/y cost:** \$182,723

**annual recurring cost:** Yes

**budget clarification:** Match Requirement Waiver; no impact on DA BU 2070

**if no, please describe:**

**revenue agreement:** Yes

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.



## REQUEST FOR APPLICATION

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The California Governor's Office of Emergency Services (Cal OES), Victim Services (VS) Branch, is soliciting applications for the following program:

### **UNSERVED/UNDERSERVED VICTIM ADVOCACY AND OUTREACH (UV) PROGRAM**

Release Date: September 17, 2021

This Request for Application (RFA) provides detailed information and forms necessary to prepare an application for Grant Subaward funds. The terms and conditions of this RFA supersede previous RFAs and conflicting provisions stated in the [Subrecipient Handbook \(SRH\)](#).

## PROGRAM SYNOPSIS

### **Program Description:**

The purpose of the UV Program is to increase access to the culturally appropriate victim services for unserved/underserved victims of crime.

### **Eligibility:**

The only eligible Applicants are the UV Program Subrecipients funded in the prior fiscal year.

### **Grant Subaward Performance Period:**

January 1, 2022 – December 31, 2022

### **Submission Deadline:**

Friday, October 29, 2021



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# UNSERVED/UNDERSERVED VICTIM ADVOCACY AND OUTREACH (UV) PROGRAM

## PART I – OVERVIEW

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- A. PUBLIC RECORDS ACT NOTICE
  - B. CONTACT INFORMATION
  - C. SUBMISSION DEADLINE AND OPTIONS
  - D. ELIGIBILITY
  - E. GRANT SUBAWARD PERFORMANCE PERIOD
  - F. FUNDS
  - G. PROGRAM INFORMATION
- 

### A. PUBLIC RECORDS ACT NOTICE

Grant Subaward applications are subject to the California Public Records Act, Government Code Section 6250, *et seq.* Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please indicate what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

### B. CONTACT INFORMATION

Contact your Underserved Victims Unit Program Specialist concerning this RFA, the application process, or programmatic issues.

### C. SUBMISSION DEADLINE AND OPTIONS

Applications must be emailed to [VSapplications@caloes.ca.gov](mailto:VSapplications@caloes.ca.gov) by 5:00 pm on Friday, October 29, 2021

### D. ELIGIBILITY

The only eligible Applicants are the UV Program Subrecipients funded in the prior fiscal year.

Applicants applying for programs supported with federal funds must (1) have a DUNS number issued by DUN and Bradstreet, and (2) must not have an exclusion record in the federal System for Award Management (SAM). An exclusion record in the SAM indicates that a contractor (agency) is listed in the (federal) government-wide system for debarment and suspension. An

agency that is debarred or suspended is excluded from activities involving federal financial and nonfinancial assistance and benefits. [Check SAM status.](#)

Applicants that are non-governmental organizations must be registered with the California Department of Justice's Registry of Charitable Trusts with a "current" or "pending" status. [Check nonprofit status.](#)

E. GRANT SUBAWARD PERFORMANCE PERIOD

The Grant Subaward performance period is January 1, 2022 – December 31, 2022.

F. FUNDS

There is \$15,390,116 available for the program for the Grant Subaward performance period.

1. Source of Funds

Detailed information on all VS Branch federal fund sources can be found in the [VS Branch Federal Fund Information Guide](#). Applicants are **strongly encouraged** to review this document to familiarize themselves with the requirements for all fund sources that support this Program.

The Program is supported through the following funds:

a. State General Funds

- Provided through the 2021-22 State Budget Act.
- Cal OES four-digit code for this is VCGF. This code will be in the drop-down on the Grant Subaward Face Sheet (Cal OES 2-201).
- There is no match requirement for these funds.

b. Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program (Formula Grant Program)

- Supports eligible crime victim assistance programs.
- Requires a cash and/or in-kind match equal to 20 percent of the total project cost. Applicants may request a partial or full match waiver. **To request a match waiver, Applicants must**

**submit the VOCA Match Waiver Request form (Attachment A) to the applicable Program Specialist, by email, by**

**October 11, 2021.** One form per each VOCA fund source is required. All sections of the form must be completed. Answers to questions 9 through 11 must be specific and unique to the Applicant and Program.

- Cal OES's four-character code for this federal fund is VOCA. This code will be in the drop-down on the Grant Subaward Face Sheet (Cal OES Form 2-101).
- The federal award number for 2019 VOCA funds is 2019-V2-0053. The Federal award number for 2020 VOCA funds is 2020-V2-GX-0031.

2. Funding Amount

Applicants may apply for up to the amount on the funding chart (Attachment B), for the 12-month Grant Subaward performance period.

Please see the Fund Chart (Attachment B) for the breakdown of the fund sources and match.

G. PROGRAM INFORMATION

1. Program Description

The purpose of the UV Program is to increase access to culturally appropriate victim services for unserved/underserved victims of crime. This can be accomplished by enhancing existing programs to commit staff time to specifically address the needs of the identified unserved/underserved victim population, hiring staff that reflect that population, training all staff on the cultural norms of the population, and increasing outreach efforts.

2. Program Components

Unserved/underserved victim populations provided services must be identified. Subrecipients submitting two applications must indicate a different unserved/underserved victim population to be served.

a. Crisis Intervention

Subrecipients must provide immediate, short term emotional and physical care for victims. Services must be provided in-person and by telephone.

b. Counseling

Subrecipients must provide individual counseling to victims. Counseling must be provided by an individual able to offer counselling services per California Law. This requirement may also be met through the development and implementation of written procedures for referral to qualified professional counselors and/or counseling agencies.

c. Criminal Justice Support and Advocacy

Subrecipients must provide advocacy when necessary to intervene on behalf of the victim with criminal justice agencies (law enforcement, prosecution, courts, and probation) and provide assistance with the following services:

- Accompaniment to criminal justice offices and court;
- Transportation to criminal justice offices and court;
- Obtaining childcare to enable a victim to attend court; and
- Victim impact statements.

d. Referrals to Existing Community Resources

Subrecipients must have knowledge of local community resources and connect victims to these resources as appropriate. A referral list must be developed, maintained, regularly updated, and include the following: law enforcement agencies, district and city attorney's offices, medical care provider mental health treatment facilities, county social services and child protective services agencies, domestic violence centers, rape crisis centers, victim/witness assistance centers, family justice centers, etc.

e. Financial Assistance for Clients

Subrecipients may use up to five percent of their total grant funds to provide financial intervention for victim-related needs. If the funds

are provided directly to a victim, Subrecipients must follow the procedure outlined in *SRH Section 4.040*.

f. Assistance with California Victim Compensation Board Claims

Subrecipients are strongly encouraged to assist victims with applying for compensation benefits through the California Victim Compensation Board. Activities may include:

- Advising of the availability of such benefits;
- Assisting with application forms and understanding procedures;
- Obtaining necessary documentation to support the claim; and/or
- Monitoring claim status.

Subrecipients are also strongly encouraged to allocate funds for tablets or mobile communication devices and cellular service to swiftly facilitate the on-line application process in the office or in the field.

g. Outreach

Subrecipients must consult with members of the specific victim populations to develop a plan to meaningfully conduct outreach to increase access to services and inform victims of their rights. This may include the preparation, publication, and distribution of informational materials.

h. Staff

Subrecipients must commit a minimum of one full-time victim advocate to provide direct services to victims and coordinate outreach efforts. Subrecipients are encouraged to recruit staff which culturally reflect the identified victim population.

i. Training

The victim advocate(s) funded in the UV Program must complete the 40-Hour Entry-level Victim/Witness training, regardless of the type of agency. This training provides a foundation for providing advocacy and working within the criminal justice system. Subrecipients must work with their Cal OES Program Specialist to

obtain specific information about the upcoming 40-Hour Entry-level Victim/Witness trainings.

j. Operational Agreements (OAs)/Second Tier Subawards

Subrecipients are required to enter into either OAs or Second Tier Subaward with the following agencies:

- Victim/Witness Assistance Program(s);
- Cal OES-funded Domestic Violence Assistance Program(s); and
- Cal OES-funded Rape Crisis Program(s).

Subrecipients are encouraged to obtain OAs from:

- Local Law Enforcement;
- District Attorney's Office(s); and
- Hospitals/Medical Facilities.

An OA is a formal agreement, without the exchange of money, between an implementing agency and one or more participating agencies (*SRH Section 7.005*).

A Second Tier Subaward is a formal agreement that includes the exchange of money between an implementing agency and a participating agency to further the goals of the Grant Subaward (*SRH Section 7.010*).

3. Reporting Requirements

Progress Reports serve as a record for the implementation of the Grant Subaward. Statistics for Progress Reports must be collected on a quarterly basis, even when reporting occurs less frequently. The following reports are required:

a. Cal OES Progress Reports

There are two Cal OES Progress Reports required for the Program. See the chart for report periods and due dates.

Report	Report Period	Due Date
1st Report	January 1, 2022 – June 30, 2022	July 31, 2022
Final Report	July 1, 2022 – December 30, 2022	January 31, 2023



b. Office for Victims of Crime (OVC) Reports

There are two, on-line OVC reports Subrecipients will also need to complete:

1) Subgrant Award Report (SAR)

This on-line report is due within 90 days of the beginning of the performance period. Cal OES will initiate access and the Subrecipient must complete the remainder of the report in the OVC Performance Measurement Tool.

2) Subgrantee Report

Subrecipients receiving Victims of Crime Act funds must complete this report no later than two weeks following the end of each federal fiscal year quarter. Subrecipients will report data directly into the OVC PMT database no later than the due dates listed, unless otherwise instructed by your Program Specialist.

Report Period	Due Date* (on or about)
January 1, 2022 – March 31, 2022	April 14, 2022
April 1, 2022 – June 30, 2022	July 14, 2022
July 1, 2022 – September 30, 2022	October 14, 2022
October 1, 2022 – December 31, 2022	January 13, 2023

\*Exact due dates will be provided by your Program Specialist at the end of each quarter.

For technical assistance, issues or questions regarding the OVC PMT database, please contact the OVC PMT Help Desk at [ovcpmt@csrincorporated.com](mailto:ovcpmt@csrincorporated.com) or call toll-free (844) 884-2503.

PART II – RFA INSTRUCTIONS

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- A. SUBRECIPIENT HANDBOOK
  - B. APPLICATION FORMS
  - C. BUDGET POLICIES
  - D. ADMINISTRATIVE REQUIREMENTS
- 

A. SUBRECIPIENT HANDBOOK

Applicants are strongly encouraged to review the *Subrecipient* [\(SRH\)](#). The SRH outlines the terms and conditions that apply to Cal OES VS Branch Grant Subawards and provides helpful information for developing an application, including a Glossary of Terms.

B. APPLICATION FORMS

The Applicant must use the forms provided on our website. The forms must be printed on plain white 8½" x 11" paper and single sided. **Applicants may not alter the formatting of any forms, including the Grant Subaward Programmatic Narrative (Cal OES Form 2-108) and the Grant Subaward Budget Narrative (Cal OES Form 2-107). No tables, charts, or changes to the margins are allowed.**

Applicants must complete and submit all required forms. All forms have written instructions. General information regarding each form is below. The Checklist in Part III is included to ensure Applicants submit all required components.

1. Grant Subaward Face Sheet (Cal OES Form 2-101)

This form is the title page of the Grant Subaward that is signed by the Official Designee (*SRH* Section 3.030) and the Cal OES Director (or designee).

2. Grant Subaward Contact Information (Cal OES Form 2-102)

This form provides Cal OES with contact information for all relevant Subrecipient personnel. Information for each individual should be direct contact information.

3. Grant Subaward Signature Authorization (Cal OES Form 2-103)

This form provides Cal OES with signatures of authorized signers and who they authorize to sign on their behalf for all Grant Subaward-related matters.

4. Grant Subaward Certification of Assurance of Compliance (Cal OES Form 2-104f)

This form is a binding affirmation that the Subrecipient will comply with the following regulations and restrictions:

- State and federal civil rights laws;
- Drug Free Workplace;
- California Environmental Quality Act;
- Federal grant fund requirements;
- Lobbying restrictions;
- Debarment and Suspension requirements; and
- Proof of Authority documentation from the city council/governing board.

Subrecipients may be asked to sign and submit an updated Grant Subaward Certification of Assurance of Compliance (Cal OES Form 2-104f) once in Grant Subaward. Each year, Cal OES updates each Grant Subaward Certificate of Assurance of Compliance (Cal OES Form 2-104f) to ensure that any new conditions placed upon the federal award are passed down to Subrecipients. Subrecipients will be notified if this change is needed.

5. Grant Subaward Budget Pages (Cal OES Form 2-106a)

This form demonstrates how the Applicant will implement the proposed plan with the funds available through this Program. This is the basis for management, fiscal review, and audit. **Grant Subaward Budget Pages (Cal OES Form 2-106a) are subject to Cal OES modifications and approval.** Failure of the Applicant to include required items does not eliminate responsibility to comply with those requirements during the implementation of the Grant Subaward.

The Grant Subaward Budget Pages (Cal OES Form 2-106a) automatically calculate the subtotal at the end of each budget category and provide the total of the three spreadsheets at the

bottom of the Equipment Costs page. Applicants may add additional columns to the Grant Subaward Budget Pages (Cal OES Form 2-106a) when necessary.

Cal OES requires the Applicant to develop a line-item budget that includes a **calculation and justification in the left column for all costs**.

The Grant Subaward Budget Pages (Cal OES Form 2-106a) should:

- Cover the entire Grant Subaward performance period;
- Include costs related to the objectives and activities of the Grant Subaward;
- Strictly adhere to required and prohibited costs; and
- Include costs in the correct category (i.e., Personnel Costs, Operating Costs, and Equipment Costs – see below).

Include **only** those items to be covered by Grant Subaward funds, including match funds, when applicable. Applicants may supplement Grant Subaward funds with funds from other sources. However, since approved line items are subject to audit, Applicants should not include on the Grant Subaward Budget Pages (Cal OES 2-106a) matching funds (if applicable) in excess of the required match.

a. Personnel Costs – Salaries/Employee Benefits

1) Salaries

Personnel includes Grant Subaward services performed by staff **directly employed by the Applicant** (not a contract or Participating Agency) and must be identified by position, cost, and time spent on allowable activities for the Grant Subaward (e.g., Clerical Staff @ \$20/hour x 980 hours; or Victim Advocate @ \$3,500/month x 12 months x .50 FTE). Personnel may be salaried or hourly, full-time or part-time positions. Sick leave, vacation, holidays, overtime, and shift differentials must also be allocated as a part of salaries. If the Applicant's personnel have accrued sick leave or vacation time prior to the approval the Grant Subaward, they may not take time off using Grant Subaward funds.

2) Benefits

Employee benefits must be identified by type and percentage of salaries. The Applicant may use fixed percentages of salaries to calculate benefits. Allocated benefits cannot exceed those already established by the Applicant.

Employer contributions or costs for social security, employee life and health insurance plans, unemployment insurance, and/or pension plans are allowable. Benefits, such as uniforms or California Bar Association dues are allowable if negotiated as a part of an employee benefit package.

A line item is required for each different position/classification, but not for each individual employee. If several people will be employed full-time or part-time in the same position/classification, provide the number of full-time equivalents (e.g., three half-time clerical personnel should be itemized as 1.5 clerical positions).

Additional information on Personnel Costs can be found in *SRH Part 3*.

b. Operating Costs

Operating costs are defined as necessary expenditures other than personnel salaries, benefits, and equipment. The costs must be Grant Subaward-related (i.e., to further the Program objectives as defined in the Grant Subaward) and be encumbered during the Grant Subaward performance period.

Examples of common operating costs include, but are not limited to:

- Audit costs (SRH Section 14.035);
- Computers with an acquisition cost of \$4,999 or less;
- Computer equipment rentals;
- Consultant services (SRH Section 6.050);
- Equipment service and maintenance agreements;
- Financial Assistance for clients (SRH Section 4.040);
- Furniture and office equipment with an acquisition cost of \$4,999 or less;

- Indirect costs (SRH Section 4.045);
- Insurance (e.g., vehicle, fire, bonding, theft, malpractice, and liability);
- Internet access;
- Office supplies;
- Office rental space (SRH Section 4.055);
- Postage;
- Printing;
- Second-Tier Subawards (SRH Section 7.010);
- Software;
- Training materials;
- Travel and per diem (SRH Section 4.065);
- Utilities; and
- Vehicle maintenance

Additional information on Operating Costs can be found in *SRH Part 4*.

c. Equipment Costs

Equipment is defined as nonexpendable tangible personal property having a useful life of more than one year and a cost of \$5,000 or more per unit (excluding tax).

A line item is required for different types of equipment, but not for each specific piece of equipment (e.g., three copy machines must be one line item, not three).

Additional information on Equipment Costs can be found in *SRH Part 5*.

6. Grant Subaward Budget Narrative (Cal OES Form 2-107)

This form should describe the following:

- a. How the line items on the Grant Subaward Budget Pages (Cal OES Form 2-106a) support the objectives and activities.
- b. How funds are allocated to minimize administrative costs and support direct services.
- c. How shared costs are allocated.



- d. How Grant Subaward-funded staff duties and time commitments support the proposed objectives and activities.
  - e. The necessity for subcontracts and unusual costs.
  - f. Need for mid-year salary range adjustments.
  - g. If VOCA funded, the utilization of volunteer(s) in the UV Program is required.
7. Grant Subaward Programmatic Narrative (Cal OES Form 2-108)

This form is the main body of information describing the problem to be addressed, the plan to address the identified problem through appropriate and achievable objectives and activities, and the ability of the Applicant to implement the proposed plan.

a. Problem Statement

No Problem Statement is required.

b. Plan

In narrative form, address the following:

- 1) Describe the plan to provide each of the services listed under the Program Components for this Program.
  - 2) Describe how the Program Components have changed since the initial application for funding.
  - 3) Identify the progress that has been made in developing a plan for sustainably that will allow the Program to continue following the end of the five-year fund cycle.
  - 4) Describe how volunteers will be utilized for this Program.
8. Subrecipient Grants Management Assessment

Per title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations, and terms and conditions posed by each Subrecipient of pass-through funding. The

assessment is made in order to determine and provide an appropriate level of technical assistance, training, and oversight to Subrecipients.

9. Grant Subaward Service Area Information (Cal OES Form 2-154)

This form identifies the counties, cities, and congressional districts served by the Grant Subaward.

10. Organizational Chart

The Organizational Chart should clearly depict the structure of the Applicant organization and the specific unit within the organization responsible for the implementation of the Grant Subaward. This chart should also depict supporting units within the organization (e.g., the Accounting Unit) and the lines of authority within the organization. Job titles on the Organizational Chart must match those on the Grant Subaward Budget Pages (Cal OES Form 2-106a) and Grant Subaward Budget Narrative (Cal OES 2-107) (if required).

11. Additional Forms/Documents

The following are required only if applicable:

- Match Waiver Request

This form is required only if the Applicant is requesting to waive a portion, or all, of the required Match. See Part I, F., 1 for additional information.

- Operational Agreements Summary Form

This form lists the OAs a Subrecipient has with participating agencies/organizations. OAs are required per Part I, Subpart G of this RFA.

- Petty Cash Victim Fund Certification (Cal OES Form 2-153)

This form is required only if the Applicant proposes to have a line-item on their Grant Subaward Budget Pages (Cal OES Form 2-106a) that meets the definition of Petty Cash in *SRH Section 4.040*.

- Non-Competitive Procurement Request (Cal OES Form 2-156)  
This form is required only if the Applicant proposes a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a) that meets the criteria for a Non-Competitive Procurement Request per *SRH Section 6.045*.

- Independent Contractor/Consultant Rate Exemption Request (Cal OES Form 2-164)

This form is required only if the Applicant is requesting an exemption to the maximum rate for an independent contractor/consultant of \$650 per eight-hour day or \$81.25 per hour per *SRH Section 6.050*.

- Out-of-State Travel Request (Cal OES Form 2-158)

This form is required only if the Applicant proposes a line item for out-of-state travel per *SRH Section 4.065*.

- Lodging Rate Exemption Request (Cal OES Form 2-165)

This form is required only if an Applicant is requesting approval for an exemption for lodging costs per *SRH Section 4.065*.

## C. BUDGET POLICIES

The following sections of the [SRH](#) may be helpful in developing the Grant Subaward Budget Pages (Cal OES 2-106a) and Grant Subaward Budget Narrative (Cal OES 2-107) (if required).

- Additional Rental Space (*SRH Section 4.055*);
- Audit Costs (*SRH Section 14.055*);
- Automobiles (*SRH Section 5.020*);
- Contracting and Procurements Requirements (*SRH Part 6*);
- Equipment and Equipment Costs Requirements (*SRH Part 5*);
- Expert Witness Fees (*SRH Section 6.050*);
- Independent Contractor/Consultant (*SRH Section 6.050*);
- Indirect Cost or Facilities and Administration (*SRH Section 4.045*);
- Match Requirements (*SRH Section 9.060*);
- Facility Rental (*SRH Section 4.055*);
- Prohibited Operating Costs (*SRH Section 4.070*);
- Grant Subaward and Other Income (*SRH Section 9.075*);
- Supplanting Prohibited (*SRH Section 1.065*); and

- Travel (*SRH Section 4.065*).

#### D. ADMINISTRATIVE REQUIREMENTS

Subrecipients must administer their Grant Subaward in accordance with all [SRH](#) requirements. Failure to comply with these requirements can result in the withholding or termination of the Grant Subaward. The following section may be helpful for developing an application and for planning purposes:

- Audit Requirements (*SRH Part 14*);
- Communication and Internet Access (*SRH Section 1.070*);
- Intellectual Property, Copyright, and Patent Requirements (*SRH Part 8*);
- Fidelity Bond/Certificate of Insurance (*SRH Section 2.015*);
- Monitoring (*SRH Part 13*);
- Report of Expenditures and Request for Funds (*SRH Section 9.025*); and
- Records Requirements (*SRH Part 12*).

**PART III – CHECKLIST**

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This checklist is provided to ensure that a complete application is submitted to Cal OES.

- ☐ GRANT SUBAWARD FACE SHEET ([Cal OES FORM 2-101](#)) – Signed by the Official Designee authorized to enter into the Grant Subaward.
- ☐ GRANT SUBAWARD CONTACT INFORMATION ([Cal OES FORM 2-102](#))
- ☐ GRANT SUBAWARD SIGNATURE AUTHORIZATION ([Cal OES FORM 2-103](#))
- ☐ GRANT SUBAWARD CERTIFICATION OF ASSURANCE OF COMPLIANCE Victims of Crime Act (VOCA) Fund. ([Cal OES Form 2-104f](#)) – Signed by the Official Designee who signed the Grant Subaward Face Sheet and by the official delegating that authority.
- ☐ GRANT SUBAWARD BUDGET PAGES (EXCEL SPREADSHEET FORMAT) ([Cal OES FORM 2-106](#)) a. Budget Pages Multiple Fund Source.
- ☐ GRANT SUBAWARD BUDGET NARRATIVE ([Cal OES FORM 2-107](#))
- ☐ GRANT SUBAWARD PROGRAMMATIC NARRATIVE ([Cal OES FORM 2-108](#))
  - PLAN
- ☐ [SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT](#)
- ☐ GRANT SUBAWARD SERVICE AREA INFORMATION ([Cal OES FORM 2-154](#))
- ☐ ORGANIZATIONAL CHART
- ☐ ADDITIONAL FORMS, IF APPLICABLE
  - ☐ MATCH WAIVER REQUEST(S)
  - ☐ OPERATIONAL AGREEMENTS SUMMARY FORM ([Cal OES FORM 2-160](#))
  - ☐ PETTY CASH VICTIM FUND CERTIFICATION ([Cal OES FORM 2-153](#))
  - ☐ NON-COMPETITIVE PROCUREMENT REQUEST ([Cal OES FORM 2-156](#))
  - ☐ INDEPENDENT CONTRACTOR/CONSULTANT RATE EXEMPTION REQUEST ([Cal OES FORM 2-164](#))
  - ☐ OUT-OF-STATE TRAVEL REQUEST ([Cal OES FORM 2-158](#))
  - ☐ LODGING RATE EXEMPTION REQUEST ([Cal OES FORM 2-165](#))

**RESOLUTION NO.**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS  
UNSERVED/UNDERSERVED ADVOCACY AND OUTREACH PROGRAM 2022 RFA**

WHEREAS, , the County of Mendocino desires to undertake a certain project designated as Unserved/Underserved Advocacy and Outreach to be funded in part from funds made available through Chapter 1312, 1983 Statutes, administered by the California Office of Emergency Services (Cal OES); and

WHEREAS, on October 26, 2021 the Mendocino County Board of Supervisors approved the consent agenda item authorizing submission of the fiscal/calendar year 2022 Unserved/Underserved Advocacy and Outreach Grant Application to Cal OES and authorization of the District Attorney as Signatory Authority for the Grant Agreement, including any amendments or modifications thereof.

NOW, THEREFORE, BE IT RESOLVED that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and Cal OES disclaim responsibility for any such liability; and

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor , and carried this 26 day of October 2021, by the following vote:

AYES:  
NOES:  
ABSENT:

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





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4j)**

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**To: Board of Supervisors**

**From:** General Services Agency and Information Services

**Meeting Date:** October 26, 2021

**Department Contact:** Janelle Rau

**Phone:** 707-463-4441

**Department Contact:** Steve Dunncliff

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Approval of Retroactive Revocable License Agreement with Sonoma County for Mendocino County Telecommunications Operations at the Transmission Site Known as Oak Ridge Look Out, Effective July 1, 2019 through June 30, 2029

**Recommended Action/Motion:**

Approve retroactive Revocable License Agreement with Sonoma County for Mendocino County telecommunications operations at the Transmission Site known as Oak Ridge Look Out, effective July 1, 2019 through June 30, 2029; authorize Department Head and/or the Purchasing Agent to sign any future Amendments that do not increase the maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

N/A

**Summary of Request:**

On May 1, 1995, Sonoma County executed a Telecommunications Ground Lease with the State of California for its use of a Transmission Site known as the Oak Ridge Look Out Site located at 25555 Kelly Road, Annapolis, Sonoma County. The Lease was amended on June 25, 2008, with an expiration date of June 30, 2019, at which point Sonoma County continued its occupancy as a holdover tenant under a holdover letter agreement issued by the State dated May 6, 2019, while Sonoma County negotiates with the State for a new long term lease for premises at the Transmission Site.

On November 18, 2008, Mendocino County entered into a Revocable License Agreement with Sonoma County for premises in a radio communications vault owned by Sonoma County located at the Transmission Site, with a license term expiring June 30, 2019. Mendocino County desires to continue to operate its radio equipment from Sonoma County's vault and utilize certain infrastructure at the Transmission Site in connection with Mendocino County's Sheriff's Department emergency and safety communications and related operations.

Consideration for Mendocino County's use of the vault is Sonoma County's use of Mendocino County's vault at property commonly known as the Fish Rock Radio Communications Site located at 44701 and 44801 Fish Rock Road, Mendocino County, California through a separate Revocable License Agreement between Mendocino County and Sonoma County.

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**Item #: 4j)**

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Since Mendocino County has maintained equipment at the Oak Ridge Look Out Transmission Site, even after the expiration of the initial Revocable License Agreement, this renewal Agreement is retroactive to July 1, 2019 for continuity of operations.

**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:** N/A

**current f/y cost:** \$0

**annual recurring cost:** \$0

**budget clarification:** N/A

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** No

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Deputy Clerk

**Final Status:**Item Status

**Date:** Date Executed

**Executed Item Type:** item    **Number:**

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. **Original Agreement Delivered to Auditor?** Choose an item.

**REVOCABLE LICENSE AGREEMENT FOR USE OF  
COUNTY OF SONOMA FACILITIES  
(Oak Ridge Look Out)**

This Revocable License Agreement for Use of County Facilities (this "Agreement"), dated as of \_\_\_\_\_, 2021 ("Effective Date") for reference purposes, is entered into by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Sonoma" or "Licensor"), and the **COUNTY OF MENDOCINO**, a political subdivision of the State of California ("Mendocino" or "Licensee"). Licensor and Licensee are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

**RECITALS**

WHEREAS, Licensee and Licensor executed that certain Revocable License Agreement dated November 18, 2008 (the "Prior License Agreement"), with a license term expiring June 30, 2019 for premises in a radio communications vault installed and owned by Licensor ("Vault") known as at the Oak Ridge Look Out located at 25555 Kelly Road, Annapolis, Sonoma County (APN 121-190-011) (the "Transmission Site") which site is more particularly described at **Exhibit A** attached and incorporated herein;

WHEREAS, Licensee desires to continue to operate its radio equipment from Licensor's Vault and utilize certain infrastructure at the Site in connection with Licensee's Sheriff's Department emergency and safety communications and related operations. Licensee's antennas are on a third party owned tower at the Transmission Site, and are not the subject of this Agreement. For the mutual benefit of the parties, Licensee and Licensor desire to enter into a new restated agreement for Licensee's continued use of the Vault;

WHEREAS, Licensor finds that Licensee's continued telecommunications operations at the Site is not inconsistent with Licensor's operations and other licensees at the Transmission Site;

WHEREAS, Licensor executed a ground lease with the State of California for its use of the Transmission Site pursuant to that certain Telecommunications Ground Lease dated May 1, 1995 (Project No.: L-875/CDF No. : 1CA29727) with the State, as amended by that Amendment dated June 25, 2008, which lease expired on its terms on June 30, 2019, provided that Licensor continued its occupancy as a holdover tenant under a holdover letter agreement issued by the State dated May 6, 2019 ("Master Lease") while Licensor negotiates with the State for a new long term lease for Licensor's premises at the Transmission Site; and

WHEREAS, consideration for Licensee's use of the Vault is the use by Licensor of Licensee's vault at property commonly known as the Fish Rock Radio Communications Site located at 44701 and 44801 Fish Rock Road (APN 143-040-09 and 143-110-28) Mendocino County, California, ("Fish Rock Site") pursuant to a separate Revocable License Agreement between County of Sonoma, as licensee and County of Mendocino, as licensor dated \_\_\_\_\_, 2021 ("Fish Rock License Agreement"), attached hereto and incorporated herein by reference as **Exhibit B**.

NOW, THEREFORE, in consideration of the premises and of the agreements of the respective Parties herein set forth, it is mutually agreed as follows:

## **AGREEMENT**

1. **License.** Licensor hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to utilize a portion of the Transmission Site as described in **Section 2** below known as the "Premises".

2. **Premises, Equipment and Equipment List.**

2.1 **Vault Space.** Licensee is hereby permitted to use a portion of Licensor's Vault, said portion comprising of sufficient space for:

- (i) one (1) rack being two feet long by two feet wide by seven feet six inches high located in the main radio room in said Vault;
- (ii) one (1) rack being two feet long by two feet wide by seven feet six inches high located in the utility room in said Vault;
- (iii) associated charger and/or UPS system;
- (iv) electrical connection and cabling; and
- (v) all of the foregoing shall be deemed the "Premises", as more particularly described in and shown at certain vault diagram attached hereto and made a part hereof as **Exhibit C.**

2.2 **Equipment List.** Licensee is hereby authorized to operate and utilize the equipment listed on **Exhibit D** (the "Licensee-Owned Equipment") at the Premises.

2.3 **Ingress and Egress.** Licensor hereby grants to Licensee rights of ingress and egress to the Premises on, over and across necessary or convenient easements and roads to the Transmission Site, and subject to the access rights, limitations and conditions set forth under the Master Lease.

2.4 **Relocation.** Licensor hereby reserves the right to relocate Licensee's equipment within the Transmission Site, provided said relocation does not unreasonably and detrimentally affect the operation and performance of the Licensee-Owned Equipment.

3. **Non-exclusive License.** The license herein granted is non-exclusive. Licensor continues to maintain and control the Transmission Site and Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.

4. **Initial Term:**

4.1 **Initial Term.** The initial term of this Agreement commenced on July 1, 2019 ("Commencement Date"), and shall run through and including June 30, 2029 (the "Initial Term"), unless earlier terminated in accordance with **Section 24** and subject to **Section 35.1** of this Agreement.

4.2 **Extended Term.** In the event the Master Lease is extended beyond the Initial Term, Licensor shall notify Licensee and in said event, Licensee shall have the right to extend for two (2) additional five (5) year terms, the first beginning July 1, 2029 and the second beginning July 1, 2034 ("Extended Term(s)"). The maximum Extended Term shall expire no later than June 30, 2039. Licensee's rights to extend are subject to Licensee providing written notice to Licensor of Licensee's request to exercise the option to renew not later than ninety (90) days prior to the expiration of the current term, and subject to the State's



approval of the renewal. If either the State or Licensor does not approve the request to renew within ninety (90) days, it shall be deemed denied. Notwithstanding anything to the contrary herein, Licensee's right to use the Premises for the term, as may be extended, is subject to all the terms and conditions of the Master Lease, including with rights of termination as may be expressly set forth in the Master Lease or in this Agreement.

5. Consideration. Consideration during the Initial Term and Extended Term(s), if any, of this Agreement shall be the benefits received by Licensor in connection with Licensor's no-fee equipment rack and related use of a portion of Licensee's vault at the Fish Rock Site, as more particularly depicted and described in the Fish Rock License Agreement. The Parties shall cooperate to ensure that the Fish Rock License Agreement and master leases associated therewith, are kept current and extended as necessary to permit this no fee exchange of vault space. No rent or other fees shall be payable by Licensee to Licensor hereunder. In the event that Master Lease expires on its terms, is not renewed or is terminated or modified to require monetary consideration payable by Licensor for Licensee's premises use, then Licensor shall have the right to terminate this Agreement upon sixty (60) days prior notice to Licensee, or the Parties may conduct negotiations to amend this Agreement.
6. Use. Licensee's use shall be limited to the installation, operation, maintenance, and replacement of its improvements and equipment and for the transmission, reception and operations of emergency and public safety communications, law enforcement, weather and natural hazard monitoring, security and related purposes. Licensee shall comply with all reasonable and necessary rules and regulations as may be adopted by Licensor and provided to Licensee for the safety, care and cleanliness of the Premises and the preservation of good order thereon.
7. Utilities/Repairs/Maintenance.
  - 7.1 Utilities - Electrical Power. Licensor will provide electrical power to the Transmission Site and the Licensee-Owned Equipment. It is anticipated that the electrical power to be utilized by the Licensee-Owned Equipment will be minimal and that cost considered in the exchange of benefits between the Parties.
  - 7.2 Repairs and Maintenance Licensee shall be solely responsible for the cost of maintenance, repair or replacement of the Licensee-Owned Equipment.
8. Equipment Installation and Operation. Licensee shall have the right to install, operate, maintain, or replace the equipment described herein, at its sole cost and expense, subject to the written approval of Licensor of its location and connection methods which approval shall not be unreasonably withheld or delayed. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation, maintenance or replacement of said equipment causes any direct or indirect interference with the operation of Licensor's facilities, equipment or the existing equipment of Licensor's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the reasonable satisfaction of Licensor. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment until a reasonably acceptable solution can be found.

9. Covenant of Noninterference. Licensee will not commit any act or omission that would in any way interfere with Licensor's transmissions or communications or any other preexisting communication facility or antenna. Licensee shall reasonably cooperate with current and future users of the Premises and with any other third parties who are impacted by Licensee's use of the Premises. Subsequent lessees or licensees shall be subject to the foregoing requirements with respect to their use, maintenance or operation of equipment in or around the Premises. Licensee shall advise Licensor to allow the latter to communicate with other tenants when changes are made to equipment that may cause interference to other tenants.
10. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges that may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
12. Compliance with Laws. Licensee represents and warrants to Licensor that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted, including all applicable FCC rules and regulations. Upon Licensor's request, Licensee shall provide Licensor with all current licenses to operate its equipment and shall forward any new or renewal licenses during the Initial Term or any Renewal Term of this Agreement.
13. Annual Inspection by Licensor. The Premises shall be subject to annual inspection by Licensor for compliance with all applicable federal, state and county statutes and ordinances, rules, regulations, directors, and orders of governmental agencies.
14. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises, which interferes, or conflicts with the use of the Premises by Licensor or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
15. Inspection. Licensor shall be permitted to enter and inspect the Premises at any and all times.
16. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of Licensor's jurisdiction as a lessee of the Transmission Site. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY LICENSOR.
17. Deposit Refund. (This section left intentionally blank.)



18. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the Licensor, immediately terminate.
19. Non liability of Licensor. Licensor, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against Licensor, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of Licensor, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.
20. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Licensor, and to defend, indemnify, hold harmless, reimburse and release Licensor, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Licensor to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in **Sections 20, 20.1, 20.2, 20.3 and 20.4**, whether or not there is concurrent negligence on the part of Licensor, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of Licensor. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. Licensor shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 20.1 Use of Site and Premises. Use of the Transmission Site and Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Transmission Site and Premises not allowed under this Agreement.
- 20.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.
- 20.3 Approval of Agreement. The approval of this Agreement by Licensee.
- 20.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.
21. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in **Exhibit E** attached hereto and made a part hereof. Licensor and Licensee each reserves the right to self-insure against any risks and liabilities referred to in the Section and thereby satisfy the provisions of this Agreement.

22. Liability for Loss or Damage to Licensor Property. Licensee shall be liable to Licensor for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.
23. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
24. Termination by Licensor or Licensee. Either Party may terminate this Agreement for any reason whatsoever upon a minimum of ninety (90) days prior written notice to the other Party. Licensor may immediately terminate this Agreement for cause upon any breach of the terms hereof, or in the event Licensor's rights to the Fish Rock Site, provided as consideration under **Section 5** of this Agreement, are terminated or discontinued for any reason.
25. Default and Right to Cure. Except as otherwise specified in this Agreement, a Party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting Party ("Default"). This Agreement shall not be terminated due to any Licensee Default unless Licensor shall have given Licensee not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Licensee fails to cure or commence the cure of such Default within the second thirty (30) day notice period. If there is any conflict between this **Section 25** and other remedies available under applicable state law, the provisions of this **Section 25** shall apply.
26. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of Licensor, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until Licensor shall have given its written consent thereto. Licensor may withhold its consent for any reason.
27. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises.
28. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of Licensor.
29. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of Licensor for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

30. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensors: County of Sonoma  
General Services Department  
Attn. Real Estate Manager  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403

If to Licensee: COUNTY OF MENDOCINO,  
Sheriff's Department C/O General Services Agency  
Attn: General Services Agency Director  
841 Lowgap Road  
Ukiah, CA 95482

Any notice required or permitted to be given by Licensors under this Agreement, including under Sections 24 and 25 hereof, may be made by the Director of the General Services Department. Either Party may at any time change its address for notices by giving written notice of such change to the other Party in the manner provided in this Section 30.

31. No Continuing Waiver. The waiver by Licensors of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

32. Surrender and Equipment Removal. Upon the expiration or sooner termination of this Agreement, Licensee shall remove the Licensee-Owned Equipment and restore the Premises to the condition existing prior to installation, which shall occur as soon as reasonably practical, at Licensee's sole cost and expense.

33. General Provisions.

33.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

33.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the Parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

33.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the Parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

33.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

33.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

33.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensor and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and Licensor acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of this Agreement will not be construed against one Party in favor of the other. Licensee and Licensor further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

33.7 Relationship. The Parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

33.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

33.9 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a "Certified Access Specialist".

34. Hazardous Materials.

34.1 Licensee shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Licensee, its agents employees, contractors or invitees, without the prior written consent of Licensor, which Licensor shall not unreasonably withhold as long as Licensee demonstrates to Licensor's satisfaction that such Hazardous Materials: (i) are necessary or useful to Licensee's business and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any such Hazardous Materials ("Hazardous Materials Laws"); and (ii) do not otherwise, due to the quantity, nature or use of such Hazardous Materials, substantially increase the risk of fire or other casualty to the Premises.

34.2 To the extent any Hazardous Materials are used, kept, or are present in or on the Premises after the commencement of this Agreement, Licensee shall ensure that all such Hazardous Materials, and all uses thereof, are in full compliance with all Hazardous Materials Laws.

34.3 If Licensee breaches the obligations stated in this **Section 34** or if the presence of Hazardous Materials on or about the Premises after the commencement of this Agreement results in contamination of the Premises, then Licensee shall indemnify, defend (with Counsel approved by Licensor) and hold Licensor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses which arise during or after the term of this Agreement as a result of such breach or contamination. This indemnification of Licensor by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials in, on or under the Premises. Without limiting the foregoing, if a release or discharge of Hazardous Materials occurs on or about the Premises after the commencement of this Agreement, Licensee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing before such release or discharge of Hazardous Materials, provided that Licensor's approval of such actions shall first be obtained. Upon termination of this Agreement, Licensee shall surrender the Premises to Licensor free of any and all Hazardous Materials and in compliance with all Hazardous Materials Laws. This indemnification shall survive the termination or expiration of this Agreement.

34.4 As used herein, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq. ), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health and Safety Code, Section 25316 of the California Health and Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

35. Subordinate to Other Agreements. All terms and provisions of this License relating to term are subject and subordinate to the Amended Master Lease and Licensor's Lease as defined in the Recitals above.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

[Include reference to authority of Licensor to execute as necessary]

**LICENSEE:** COUNTY OF MENDOCINO, a political  
subdivision of the State of California

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM  
FOR LICENSEE:

Matthew Kiedrowski

Licensee Counsel

APPROVED AS TO SUBSTANCE FOR LICENSEE AND  
EVIDENCE OF INSURANCE ON FILE:

Charles J. Byler

Risk Manager

The Board of Supervisors of the County of Sonoma, hereby authorizes the Director of General Services to execute this Agreement pursuant to that certain Board Approval granted on \_\_\_\_\_, 2021 under Summary Report \_\_\_\_ Agenda Item \_\_\_\_.

**LICENSOR:**

COUNTY OF SONOMA, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Caroline Judy, Director  
Department of General Services

APPROVED AS TO FORM  
FOR LICENSOR:

\_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR LICENSOR AND  
EVIDENCE OF INSURANCE ON FILE:

\_\_\_\_\_  
Real Estate Manager

\_\_\_\_\_  
Sheriff



## Exhibit A

### “The Oak Ridge Look Out Site”

#### EXHIBIT A

##### LEGAL DESCRIPTION FOR LEASE AREA AT OAK RIDGE LOOKOUT AND TOWER SITE

All that real property situated in Section 3, Township 10 North, Range 13 West, Mount Diablo Base and Meridian, Sonoma County, California, being a portion of Parcel 1 as described in the Corporation Deed recorded on August 13, 1974 in Book 2889 at Page 197 of Sonoma County Official Records and shown on the Record of Survey recorded April 11, 1974 in Book 207 of Maps at Pages 1 through 4 of Sonoma County, being more particularly described as follows:

#### PARCEL A

**Commencing** at the Southwest Corner of Parcel 1 as shown on said Record of Survey, marked by a found 3/4" iron pipe; and from said point, a found 3/4" iron pipe on the South line of said Parcel 1 bears North 90°00'00" East 327.08 feet; thence leaving said South line North 33°28'09" East 280.07 feet to the **Point of Beginning**.

Thence North 68°22'00" East 29.00 feet;  
thence North 21°38'00" West 11.00 feet;  
thence South 68°22'00" West 29.00 feet;  
thence South 21°38'00" East 11.00 feet to the **Point of Beginning**, containing 319 square feet, more or less.

#### PARCEL B


**Commencing** at the Southwest Corner of Parcel 1 as shown on said Record of Survey, marked by a found 3/4" iron pipe; and from said point, a found 3/4" iron pipe on the South line of said Parcel 1 bears North 90°00'00" East 327.08 feet; thence leaving said South line North 33°28'09" East 280.07 feet; thence South 87°50'13" East 17.54 feet to the **Point of Beginning**.

Thence North 68°22'00" East 8.25 feet;  
Thence North 21°38'00" West 4.00 feet;  
Thence South 68°22'00" West 8.25 feet;  
Thence South 21°38'00" East 4.00 feet to the **Point of Beginning**, containing 33 square feet, more or less.

Total lease area is the sum of Parcel A and Parcel B, containing 352 square feet, more or less.  
Distances expressed in this description are ground, U.S. survey feet.

#### END OF DESCRIPTION

This description is prepared by me or under my direction, pursuant to Sections 8708 and 8761 of the Professional Land Surveyors' Act.

  
Garrett Jackson PLS No 9231  
California Department of Forestry and Fire Protection  
Sacramento Headquarters - Technical Services Unit



**Exhibit B**  
Fish Rock Revocable License Agreement  
Between County of Sonoma and County of Mendocino

**REVOCABLE LICENSE AGREEMENT**  
(44701 Fish Rock Road, Mendocino County)

This Revocable License Agreement for Use of County Facilities (this "Agreement"), dated \_\_\_\_\_, 2021 ("Effective Date") for reference purposes, is entered into by and between the COUNTY OF SONOMA, a political subdivision of the State of California ("Sonoma" or "Licensee"), and the COUNTY OF MENDOCINO, a political subdivision of the State of California ("Mendocino" or "Licensor"). Licensor and Licensee are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

**RECITALS**

WHEREAS, Raymond Parker-Rhodes and Laura Marks and Suzette C. Murphy and Central Valley Cable TV, LLC ("CVC TV") entered into that certain Lease Agreement dated May 22, 2006 ("Master Lease"), for certain real property commonly known as 44701 Fish Rock Road, APN'S 143-040-09 and 143-110-28, located in unincorporated Mendocino County, California (the "Property");

WHEREAS, Paul J. Hockett is currently the landowner of the Property and successor in interest to Raymond Parker-Rhodes and Laura Marks and Suzette C. Murphy under the Master Lease;

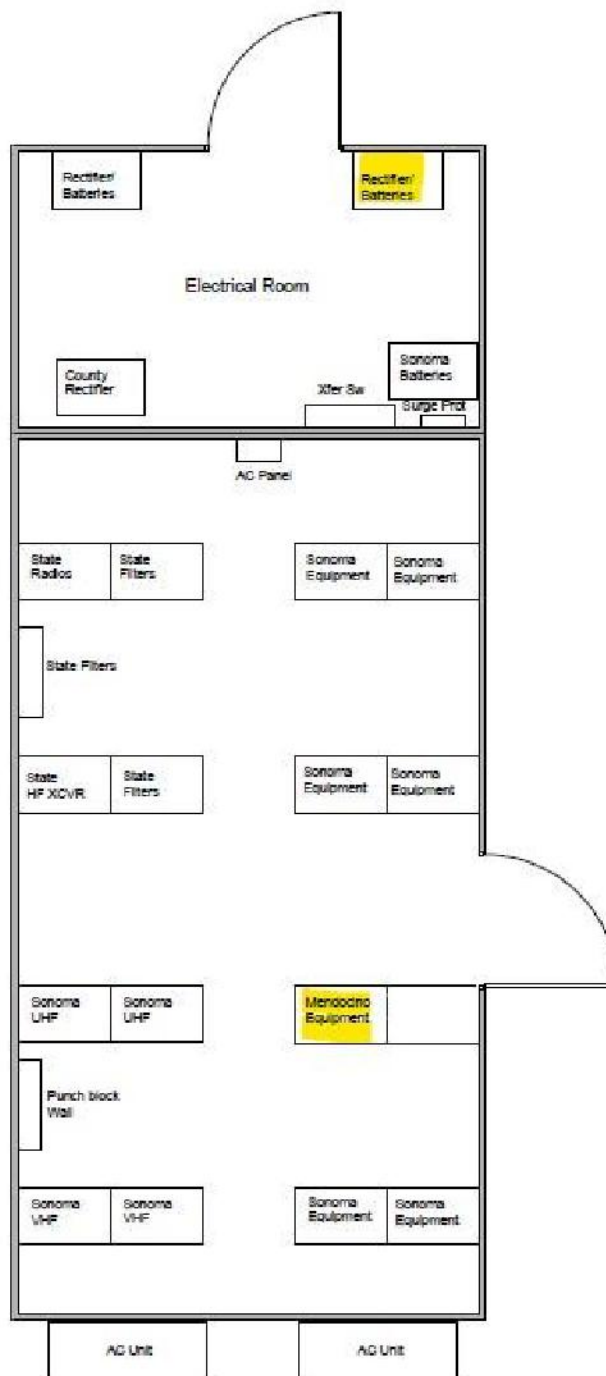
WHEREAS, CalNeva Broadband, LLC is the successor to CVC TV and is currently the Lessee under the Master Lease;

WHEREAS, Paul J. Hockett and CalNeva Broadband LLC (hereafter, "CalNeva") amended the Master Lease by entering into: (1) that certain Lease Extension dated May 3, 2016 (which extended the term to May 22, 2020), and thereafter (2) that certain Lease Extension and Amendment dated as of February 28, 2020 (which extended said lease term to March 1, 2025), a full and complete copy of the Master Lease, as amended, is attached hereto as **Exhibit A**;

WHEREAS, Licensor entered into that certain Lease/Land Use Agreement (No. 08-167) with Central Valley Cable TV, LLC ("CVC TV") dated September 23, 2008, as amended by that certain Amendment Lease/Land Use Agreement (BOS# 08-167) dated June 30, 2017. Thereafter, Licensor further extended its use rights for the Property pursuant to that certain Lease/Land Use Agreement (No. 21-13) between Licensor and CalNeva dated and executed as of May 12, 2021 for a lease term commencing on said execution and expiring on February 28, 2025 ("Licensor's Lease"), for portions of property commonly known as the Fish Rock Radio Communications Site located at 44701 Fish Rock Road, (APN 143-040-09 and 143-110-28) Mendocino County, California ("Transmission Site"), a true and correct copy of Licensor's Lease is attached hereto and incorporated herein by reference as **Exhibit B**;

WHEREAS, under Licensor's Lease, Licensor has the right to use the Transmission Site for radio, data and microwave reception and transmission facilities; Licensor has obtained all necessary consents from CalNeva to sublease the interests described herein to Licensee and enter into this Agreement. Sometime after 2009, Licensor constructed a 120 ft. radio telecommunications tower ("Tower"), and installed a radio communications vault ("Vault") at the

**Exhibit C**  
Licensee Vault Space Diagram



**Exhibit D**

**County of Mendocino Communications Facility  
The Licensee-Owned Equipment List**

**Licensee-Owned Equipment**

**Main Room Microwave Rack:**

- (2) Alcatel MDR-8000 6 Ghz Hot Standby Microwave Radio Systems
- (1) Alcatel 7250 MPLS Switch
- (1) Charles Industries Multiplexer
- (1) Alcatel 48 VDC Power Distribution Unit
- Misc Wire, Fiber, Cabling

**Battery Room Power Plant Rack:**

- (1) Eltek 48 VDC Power Rectifier System with high current PDU
- (8) EnerSys 12VDC125 Sealed Batteries
- (2) HD Battery Shelves
- Misc Wiring and cabling

**Licensee-Owned Equipment on Licensor's Tower:**

- (2) 6 foot diameter Microwave dishes
  
- (2) RFS PAD6 6.0 Ghz Microwave Dishes
- (2) RFS EW-60 Elliptical Waveguide (between Indoor Microwave Radios and Microwave Dishes)

## **Exhibit E**

### **Licensee Insurance Coverage**

Licensee shall maintain and require its contractors, subcontractors, consultants, and agents to maintain insurance as described below.

#### **I. Licensee Required Insurance**

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve County of Mendocino as Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### **Workers Compensation and Employers Liability Insurance**

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

#### **General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma, its employees, officers, and agents, and the State of California Department of General Services and their officers, agents and employees shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent).**
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a

“separation of insureds” or “severability” clause which treats each insured separately.

**g. Required Evidence of Insurance:**

- i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii.** Certificate of Insurance.

**Automobile Liability Insurance**

- a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b.** Insurance shall cover all owned autos. (*Required if Licensee owns vehicles.*)
- c.** Insurance shall apply to all hired and non-owned autos.
- d.** Required Evidence of Insurance: Certificate of Insurance.

**Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**Documentation**

- a.** The Certificate of Insurance must include the following reference: Oak Ridge Look Out (State DGS) License Agreement.
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.  
The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Attn: Manager, Real Estate Division, 2300 County Center Drive, A200, Santa Rosa, CA 95403  
2300 County Center Drive, Suite A220, Santa Rosa, CA 95403.
- c.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d.** Licensee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**Policy Obligations**

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**Material Breach**

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.



**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: 

DEPARTMENT HEAD

Date: 08/27/2021

Budgeted: ☒ Yes ☐ No

Budget Unit:

Line Item:

Org/Object Code:

Grant: ☐ Yes ☒ No

Grant No.:

**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: 08/27/2021

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_

SIGNATURE

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

County of Sonoma  
Department of General Services  
Attn. Real Estate Manager  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403

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

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski

Deputy

Date: 08/27/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: 

Deputy CEO

Date: 08/27/2021

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: County Lease \_\_\_\_\_



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4k)**

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**To: Board of Supervisors**

**From: Human Resources**

**Meeting Date:** October 26, 2021

**Department Contact:** William Schurtz

**Phone:** 234-6600

**Department Contact:** Katie Ford

**Phone:** 234-6600

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Approval of Agreement between Abbott Rapid Dx North America, LLC and County of Mendocino to Purchase BinaxNOW COVID-19 Antigen Self-Test Kits in the amount of \$94,962, Effective Upon date of Execution through April 19, 2022

**Recommended Action/Motion:**

Approve agreement between Abbott Rapid Dx North America, LLC and County of Mendocino to Purchase BinaxNOW COVID-19 Antigen Self-Test Kits in the amount of \$94,962 effective upon date of execution through April 19, 2022; and authorize Chair to sign.

**Previous Board/Board Committee Actions:**

Board of Supervisors directive on August 3, 2021.

**Summary of Request:**

Per the County Health Officer recommendation and Board of Supervisors directive on August 3rd, 2021, Human Resources drafted the requirements that all County employees provide proof of COVID-19 vaccination or submit to regular COVID-19 testing if unvaccinated or unwilling to furnish proof of vaccination. Upon further research into obtaining the required BinaxNow COVID-19 Rapid Antigen Test kits for regular testing with integrated administrative tracking capabilities, Human Resources discovered that a contract was necessary and a shipment delay of up to four weeks after the contract was approved. The Board of Supervisors was made aware of the status of County-wide COVID-19 testing delay on September 14th, 2021, and put a pause on implementation of the testing until receipt of the required BinaxNow COVID-19 Rapid Antigen Test kits and to consider President Biden's September 9th, 2021, mandate for a Federal OSHA emergency temporary standard requiring employees to be fully vaccinated currently under development.

Abbott Rapid Dx provides BinaxNow COVID-19 Rapid Antigen Test kits and administrative support needed to facilitate weekly testing of unvaccinated employees (or those unwilling to furnish proof of vaccination).

**Alternative Action/Motion:**

Do not approve and provide direction to staff

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**Item #: 4k)**

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**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:** HR 1320

**current f/y cost:** \$94,962

**annual recurring cost:** N/A

**budget clarification:** HR will be reimbursed 100% from a Public Health grant

**budgeted in current f/y:** No

**if no, please describe:** Unexpected expense

**revenue agreement:** No

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Cherie Johnson, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Deputy Clerk

**Date:** Date Executed

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.

**Final Status:**Item Status

**Executed Item Type:** item    **Number:**

**BINAXNOW COVID-19 ANTIGEN SELF TEST AGREEMENT – SIGNATURE PAGE**

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

<b>Customer Shipping Address:</b>		<b>Billing Address:</b>	
<b>Customer Name</b>	County of Mendocino	<b>Name</b>	County of Mendocino
<b>Street Address</b>	501 Low Gap Road, Room 1326	<b>Address</b>	501 Low Gap Road, Room 1326
<b>City, State, ZIP</b>	Ukiah, CA 95482	<b>City, State, ZIP</b>	Ukiah, CA 95482
<b>Customer Number (s)</b>		<b>Phone</b>	
<b>National Account Affiliation</b>		<b>Sales Rep</b>	
<b>Customer Point of Contact</b>	Katie Ford	<b>Term</b>	Six (6) Months, commencing on the Effective Date

1. **AGREEMENT.** Customer identified above ("Customer") and Abbott Rapid Dx North America, LLC ("Abbott") enter into this BinaxNOW COVID-19 Antigen Card Master Agreement, including this Signature Page, and the below General Terms and Conditions, the Emergency Use Authorization Exhibit, and the Membership and Forecast Exhibit, as each may be amended from time to time in writing (collectively, the "Agreement"). By signing below through their duly authorized representatives, Abbott and Customer agree to be legally bound by the Agreement as of the date of Abbott and Customer's signature below. Customer and Abbott are each a "Party," and collectively the "Parties."

2. **PRODUCTS.**

Abbott Catalog#	Description of Products ("Products")	Net Kit Price	Total Kit Volume	Purchase Commitment
195-260	BinaxNOW COVID-19 Antigen Self Test Kit (includes 6 packs of 2 Tests Cards) includes end to end support with administration of <b>shipment directly to sites</b>	\$114.00	833	\$94,962.00

The Products are subject to the Emergency Use Authorization Exhibit.

**NOTICES.** Notices regarding this Agreement shall be given in writing to the following address:*If to Customer:*

At the applicable address set forth above on this Signature Page.

*If to Abbott:*

Abbott Rapid Dx North America, LLC 30 South Keller Road, Suite 100, Orlando, Florida 32810 ATTN: Contracting Department	<i>With Copy To:</i> Abbott Rapid Diagnostics Legal Abbott Laboratories 100 Abbott Park Road Abbott Park, Illinois 60064-3500 ATTN: DVP & Associate General Counsel
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THE PARTIES HAVE AGREED TO AND ACCEPTED THIS AGREEMENT:

**CUSTOMER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

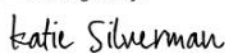
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ABBOTT RAPID DX NORTH AMERICA, LLC**

DocuSigned by:

Signature: \_\_\_\_\_

Printed Name: Katie SilvermanTitle: Director, Contracting and Pricing**EFFECTIVE DATE:** \_\_\_\_\_



**BINAXNOW COVID-19 ANTIGEN SELF TEST AGREEMENT – GENERAL TERMS AND CONDITIONS**

**A. PURCHASE OF PRODUCTS.** Abbott shall make available to Customer the Products for purchase on a non-exclusive basis, subject to the terms and conditions of this Agreement. Customer may issue purchase orders for Products at the respective Price to Customer (set forth at the Products table in Section 2 of the Signature Page above), however, Abbott has the right to accept or reject each such Customer purchase order in Abbott's sole discretion and without incurring liability. Any terms and conditions set forth in any purchase order or other form issued by the Customer shall be of no force or effect. Customer Affiliates are permitted to order Product under this Agreement only if agreed in writing by Abbott. Concurrently with signing this Agreement, Customer shall one-time provide Abbott a forecast of the volume of Product Customer plans to order each month during the Term. Customer shall create such forecast in good-faith, but it will not be binding on either party; in particular, the forecast will not itself create an obligation to supply according to such forecast on Abbott. Such forecast is attached to the Membership and Forecast Exhibit below.

**B. SUPPLY ALLOCATION.** Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that (i) at any time and from time to time, Abbott may have limited inventory or no inventory of one or more Products, (ii) Abbott shall not incur any liability to Customer for any failure to supply or any delayed supply of Products; (iii) Abbott reserves the right, in its sole discretion and without liability, to allocate limited supply of the Products, and to immediately discontinue supplying any Product, (iv) Abbott is permitted to immediately cease selling the Products upon the expiration of the EUA Period (as defined in the Emergency Use Authorization Exhibit), and (v) any such action or inaction by Abbott described in clauses (ii) to (iv) will not constitute a breach of this Agreement by Abbott.

**C. USE OF PRODUCT.** The Products purchased under this Agreement are for Customer's and its permitted Affiliates' own use for purposes of testing their own respective employees and workers in the United States, and not for resale or distribution to any Third Party. Customer shall not, and shall cause its Affiliates to not: (i) resell any Product; (ii) use the Products past their expiration date; (iii) use any Product in any manner inconsistent with its intended use and/or the EUA (as defined in the Emergency Use Authorization Exhibit) or (iv) use the Products for any research and development of, or comparison to, any in vitro diagnostic testing devices or technologies. Customer shall report any significant deviations from the established performance characteristics of the Products of which Customer becomes aware to Abbott (via email: ts.scr@abbott.com).

**D. DISCLOSURE.** Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to Customer constitute a discount under applicable law (42 U.S.C. Section 1320a-7b(b)(3)(A)). Upon Customer's written request, Abbott shall provide detail pertaining to such discounts, if any, and the allocation of total net purchase dollars for Products, equipment, services, and miscellaneous purchases, as applicable. Customer may have an obligation to report such discounts, if any, to any State or Federal program that provides reimbursement to Customer for the items to which the discount applies, and, if so, Customer must fully and accurately report such discounts. Further, Customer should retain invoices and other price documentation and make them available to Federal or State officials upon request.

**E. PURCHASE COMMITMENT.** Subject to Sections A and B above, Abbott agrees to sell, and Customer agrees to purchase, the Products at the volumes indicated under the Purchase Commitment heading in the Products table in Section 2 of the Signature Page, if any, for the duration of the Term of this Agreement (the "Purchase Commitment"). Abbott will review Customer's compliance with the Purchase Commitment during the Term. If Customer fails to meet the Purchase Commitment at the end of the Term, then Customer agrees that the amount equal to the shortfall between the actual aggregate price of Products purchased by Customer and the Purchase Commitment shall become immediately due to Abbott. In the event that Abbott is unable to supply a Product under this Agreement and unable to provide a replacement product, Abbott is permitted to suspend the Purchase Commitment for the applicable Product for the duration of time in which the Product is unavailable and adjust the Purchase Commitment accordingly for the remaining contract.

**F. TERMINATION.** If Customer breaches any of the terms of this Agreement including but not limited to the payment terms in Section H, Abbott may, in its sole discretion and without further liability, immediately terminate this Agreement, in addition to all its other rights and remedies. Abbott shall also have the right to terminate the Agreement immediately upon expiration of the EUA Period.

**G. CONFIDENTIALITY.** The terms of this Agreement are confidential and, except as otherwise required by law, Customer shall not disclose such terms to any Third Party without Abbott's prior written consent, provided that Customer shall be permitted to disclose the terms of this Agreement to the extent required by applicable law or as reasonably required by Customer's attorneys, accountants and other professional advisors who are under an obligation of confidentiality to Customer. Customer acknowledges and agrees that Abbott may share information under this Agreement, including pursuant to the rules of the stock exchange on which the securities of Abbott are traded, or to the extent requested by any governmental entity. The provisions of this paragraph shall survive termination or expiration of this Agreement.

**H. PAYMENT TERMS; SHIPPING.** Payment terms are net thirty (30) days from date of Abbott's shipment of Products. Past due balances may be subject to a service charge of one and one-half percent (1.5%) per month (or the highest rate allowed by law, if lower than one and one-half percent (1.5%) per month). Customary shipping charges are included in the Product price and Abbott will prepay the cost of customary shipping for each Product. If Customer requests expedited shipping, special delivery and/or air shipments, such special delivery and/or air shipment charges shall be prepaid by Abbott and invoiced to Customer. Abbott will exercise discretion with respect to the mode of transportation, carrier, packaging and insurance. Customer shall pay all taxes, federal, state and local, which may be imposed upon the use, possession, ownership, or lease of any product; such taxes shall be added to the invoice. Customer shall reimburse Abbott for any such tax paid by Abbott. Shipping charges are prepaid and added to each invoice. Products will be shipped Free Carriage Alongside (FCA) point of shipment. Abbott will only ship Product to the addresses set forth in the Membership and Forecast Exhibit.

**I. PRODUCT RETURNS AND ACCEPTANCE.** Unless Customer provides written notice to Abbott, no later than ten (10) calendar days after delivery of the applicable Product, of (1) subject to Section B, any discrepancy between the type or quantity of Products ordered and the type or quantity of Products delivered or (2) any failure of such Product to materially comply with the warranty set forth in Section J below, Customer shall be deemed to have accepted ("Acceptance") such Product. All returns shall be governed by Abbott's return policy, which Abbott shall provide to Customer upon request. In addition to the reporting requirements set forth in the Emergency Use Authorization Exhibit, if Customer experiences difficulty with the Product, Customer may call Abbott Technical Support at 877-441-7440, option 2. If Customer experiences a problem with an order or shipment, Customer may call Abbott Customer Service at 877-441-7440, option 1.

**J. WARRANTY.** Abbott represents and warrants that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will, commencing on Acceptance and continuing for the shelf life of the respective Product: (1) materially conform to published specifications set forth in the applicable Abbott package insert for such Product; (2) not be adulterated or misbranded within the meaning of the Act; and (3) be of good quality and free from defects in materials and workmanship. Except as to warranties specifically set forth in this Section, the only other warranties made by Abbott with respect to Products are those specifically and expressly stated as warranties in the Product's package insert specifications and manuals. ABBOTT MAKES NO OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER AND ABBOTT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Notwithstanding the foregoing, any warranties provided by Abbott will not apply to any Product if: (i) it has been misused, altered, damaged or used other than in accordance with the applicable Abbott package insert, and/or operating manual (including use past its expiration date); (ii) it has been used in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use by Abbott with such Product; (iii) the serial or lot number of any Product has been altered, defaced, or removed; or if any repair is attempted by personnel who has not been authorized by Abbott to perform such repair; or (iv) the Product was purchased from an unauthorized distributor (subsections (i) through (iv), collectively, "Warranty Exclusions"). If any Product does not comply with the warranty set forth in this Section, as Customer's sole and exclusive remedy, Abbott shall, at its discretion, repair or replace the applicable Product at no additional expense to Customer.

Customer represents and warrants that (i) Customer understands and agrees Abbott is not providing advice or consulting services regarding any testing or occupational health policies or programs of any kind for any purpose ("Testing Programs"); (ii) Customer is solely responsible for developing, establishing, and implementing any Testing Programs that may use the Products, including, without limitation, its own employment, occupational, and other health related policies and procedures; (iii) Customer is solely responsible for determining the appropriateness of Product for Customer's intended use, including, without limitation, for use in any Testing Program; and (iv) Customer shall not make any representation, warranty and/or covenant to any Third Party, including, without limitation, Customer's employees, students and workers, concerning the Product that exceed the representations, and/or warranties of Abbott under the Agreement.

**K. DISCLAIMER; INDEMNIFICATION; LIMITATION OF LIABILITY.** Customer assumes all risk for the suitability of the test results obtained by using the Products, and the consequences that flow therefrom. Customer shall defend, indemnify, and hold harmless Abbott and its Affiliates from any losses, liabilities, claims, judgments, damages, costs and expenses (including, but not limited to, attorneys' fees), arising from any claims ("Claims") arising out of, or in any way related to, Customer's, its Affiliates' and their respective employees' and agents' (i) negligence, gross negligence, recklessness, willful misconduct; (ii) use

of the Products in any Testing Program; (iii) breach of any term of this Agreement, including any breach of Customer's obligations, representations and warranties, or (iv) use of the Product in any way that violates, breaches or is otherwise inconsistent with the EUA or applicable law. Customer assumes all risk when any of the Warranty Exclusions apply to the Products. Customer shall use counsel reasonably satisfactory to Abbott to defend each Claim and will at all times keep Abbott advised of the status and defense of each Claim. Abbott may participate in and control the defense of any Claim at its option and in its sole discretion. Customer will not consent to the entry of any judgment or enter into any settlement without Abbott's prior written consent. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, ABBOTT'S MAXIMUM AGGREGATE AND TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO ABBOTT BY CUSTOMER FOR THE PURCHASE ORDER WHICH INCLUDED THE UNIT OF PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL ABBOTT OR ITS AFFILIATES BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, OR LOST BUSINESS) ARISING OUT OF THIS AGREEMENT OR THE USE OF PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES OR ANY FAILURE BY ABBOTT OR ITS AFFILIATES TO SUPPLY PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES HEREUNDER.

**L. AUDIT.** Upon reasonable notice, Abbott or its designee may, at its expense, audit all relevant books and records of Customer and its Affiliates to confirm Customer's compliance with the obligations set forth herein (including, but not limited to, the Emergency Use Authorization Exhibit and Section C). Any such audit shall be conducted during Customer's and its Affiliates' normal business hours.

**M. Intentionally Omitted.**

**N. MISCELLANEOUS.** This Agreement, together with all other exhibits and items specifically referenced herein, constitute the entire understanding between Customer and Abbott with respect to the subject matter contained within the Agreement and supersedes prior agreements concerning the same. Except where otherwise stated herein, this Agreement may not be altered or amended except by written agreement signed by both Parties. Customer will not use Abbott's or its Affiliates' names, logos or other indicia in any publicity, advertising, announcement, brochure, customer list or website, in any media now known or hereinafter invented, without prior written consent from Abbott Public Affairs or its designee. Customer is not permitted to assign or transfer this Agreement without the other Abbott's prior written consent. Abbott is permitted to assign this Agreement or delegate performance of any of its obligations hereunder to Abbott's Affiliate(s) at any time for any reason without the need to obtain consent from any entity. Neither Party shall be liable for any failure to, or delay in, performance hereunder (other than the payment of money) due to events outside the affected Party's reasonable control, including, without limitation: acts of god, including floods, earthquakes, acts of the public enemy, including terrorist acts; insurrections; riots; injunctions; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; fires; explosions; shortages of material or energy; delays in the delivery of raw materials; government acts or orders, interruption of transportation, or inability to obtain raw materials upon reasonable prices or terms. The waiver by either Party of any breach of any provision hereof by the other Party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself. The Parties are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the Parties. No Party has the authority to bind or act on behalf of any other Party except as otherwise expressly stated in this Agreement. Except for Section A, all terms of this Agreement shall survive termination or expiration of the Agreement. This Agreement is entered into by and for the sole benefit of the enumerated Parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any Third Party or to otherwise create a Third-Party beneficiary under this Agreement.

#### **O. DEFINITIONS.**

**"Affiliate"** means, with respect to either Party, a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party; or with respect to Customer, as otherwise agreed to by Abbott. As used herein, the term "control" means possession of direct or indirect power to order or cause the direction of the management and policies of a corporation or other entity whether (i) through the ownership of more than fifty percent (50%) of the voting securities of the other entity, or (ii) by contract, statute, regulation, or otherwise.

**"Third Party"** means any person or entity other than either or both of the Parties hereto.

#### **P. GOVERNING LAW; ALTERNATIVE DISPUTE RESOLUTION.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding choice of law provisions. Notwithstanding the Dispute Resolution section below, Abbott may seek injunctive relief by a court of competent jurisdiction and the Parties consent to the jurisdiction and venue of the federal courts of the Northern District of Illinois and, if there is no jurisdiction in federal court, to the jurisdiction and venue of the state courts in Lake County, Illinois, U.S. Any dispute or claim arising out of or in connection with this Agreement initiated by either Party shall be resolved by binding Alternative Dispute Resolution in accordance with the provisions set forth in this Section P. If a dispute arises between the Parties regarding this Agreement, the Parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each Party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.

To begin an ADR proceeding, a Party shall provide written notice to the other Party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other Party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the Parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party or its Affiliates. The Parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the Parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each Party is relying, proposed rulings and remedies on each issue, and a brief in support of each Party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on two (2) consecutive days, with each Party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the Parties prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing Party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

- (a) If the neutral(s) rule(s) in favor of one Party on all disputed issues in the ADR, the losing Party shall pay 100% of such fees and expenses.
- (b) If the neutral(s) rule(s) in favor of one Party on some issues and the other Party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the Parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the Party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

To the extent not contradicted by the Parties' contractual agreement regarding ADR rules and procedures contained herein, the rules governing Fast Track Arbitration of the CPR institute for Dispute Resolution ("CPR") 366 Madison Avenue, 14th floor, New York, NY 10017 shall apply.



**BINAXNOW COVID-19 ANTIGEN SELF TEST AGREEMENT – EMERGENCY USE AUTHORIZATION EXHIBIT**

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

**EMERGENCY USE AUTHORIZATION.** The Product is a lateral flow immunoassay intended for the qualitative detection of nucleocapsid protein antigen from SARS-CoV-2 in direct anterior nasal (nares) swabs from individuals with or without symptoms tested twice over three days with at least 36 hours between tests. It is authorized for home use with self-collected direct anterior nasal (nares) swab samples from individuals aged 15 years or older or adult collected nasal swab samples from individuals aged two years or older. The BinaxNOW COVID-19 Ag Card Self Test has not been FDA cleared or approved. It has been authorized by the FDA under an emergency use authorization ("EUA"). The EUA is presently available from the FDA website at the following address: <https://www.fda.gov/media/147251/download>. The test has been authorized only for the detection of proteins from SARS-CoV-2, not for any other viruses or pathogens, and is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the declaration is terminated or authorization is revoked sooner (the "EUA Period"). Abbott's obligation to supply any Product hereunder is contingent upon such Product being commercially available in the U.S. market pursuant to continued regulatory authorization from the United States Food and Drug Administration ("FDA") in accordance with the EUA or the Product's clearance or approval by the FDA as an in vitro diagnostic. Abbott is permitted at any time, in its sole discretion, to substitute EUA Product with FDA cleared Product.

**BINAXNOW COVID-19 ANTIGEN SELF TEST AGREEMENT – MEMBERSHIP AND FORECAST EXHIBIT**

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

This Membership Exhibit permits Abbott to accept purchase orders for Products from the Customer "Ship and Bill To" entities ("**System Members**") listed below, and permits Abbott to ship Products and invoice System Members directly for such Products. Customer represents that it has the authority to bind each System Member to this Agreement, and each System Member shall be bound by this Agreement, as if such System Member signed this Agreement. If any System Member fails to comply with the terms and conditions of this Agreement, Customer shall be liable for such noncompliance. For purposes of this Agreement, each reference to "Customer" in this Agreement shall also be deemed a reference to a "System Member".

**System Members**

System Member Name	Street Address	City, State and Zip Code

**Monthly Forecast**

	Month One	Month Two	Month Three	Month Four	Month Five	Month Six
Anticipated Test Volume						

**IN WITNESS WHEREOF****DEPARTMENT FISCAL REVIEW:**By:   
DEPARTMENT HEADDate: 10/12/2021Budgeted: ☐ Yes ☒ No

Budget Unit: 4010

Line Item: 862189 PHELCX

Org/Object Code:

Grant: ☐ Yes ☐ No

Grant No.:

**COUNTY OF MENDOCINO**By: \_\_\_\_\_  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

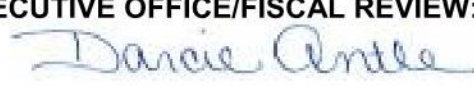
By: \_\_\_\_\_  
Deputy

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 ManagementDate: 10/06/2021**CONTRACTOR/COMPANY NAME**By:   
SIGNATUREDate: 10/12/2021**NAME AND ADDRESS OF CONTRACTOR:**Abbott Rapid Dx North America, LLC  
30 South Keller Road, Suite 100  
Orlando, FL 32810

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 CounselBy:   
DeputyDate: 10/06/2021**EXECUTIVE OFFICE/FISCAL REVIEW:**By:   
Deputy CEODate: 10/06/2021

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

Exception to Bid Process Required/Completed ☒ \_\_\_\_\_Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section \_\_\_\_\_



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4l)

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**To:** Board of Supervisors

**From:** Planning and Building Services

**Meeting Date:** October 26, 2021

**Department Contact:** Nash Gonzalez

**Phone:** 234-6650

**Department Contact:** Julia Krog

**Phone:** 234-6650

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Approval of Retroactive Agreement, Between North Coast Community Planning and Mendocino County, to Increase the Amount of Agreement No. PA# 18-225 and PA# 18-225A1 by \$4,999 (for a New Total Not to Exceed \$49,999.00) and Extend the Termination Date of the Agreement to December 31, 2021 to Continue to Prepare and Process an Amendment to the Mendocino County's Certified Local Coastal Program to Address Regulation of Accessory Dwelling Units

**Recommended Action/Motion:**

Approve the retroactive Agreement, between North Coast Community Planning and Mendocino County, to increase the amount of Agreement No. PA# 18-225 and PA# 18-225A1 by \$4,999 (for a New Total Not to Exceed \$49,999.00) and extend the termination date of the Agreement to December 31, 2021 to continue to prepare and process an amendment to the Mendocino County's Certified Local Coastal Program to address regulation of accessory dwelling units; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board of Supervisors adopted a Local Coastal Program (LCP) as a Coastal Element of the General Plan on November 5, 1985, which was subsequently certified by the California Coastal Commission on November 20, 1985. In 1991, the Board adopted Division II of Title 20 of Mendocino County Code through Ordinance No. 3785. On October 2, 2018, the Mendocino County Board of Supervisors adopted an ordinance amending the County Inland Zoning Code (Title 20-Division I of the Mendocino County Code) to update regulations for accessory dwelling units. At that time, the Board directed staff to prepare an amendment to the Local Coastal Program to establish regulations for accessory dwelling units in the coastal zone of Mendocino County.

On November 5, 2019, the Board adopted Resolution No. 19-378 authorizing submittal of a Local Coastal Program Amendment to the California Coastal Commission, Consisting of an Amendment to the Coastal Element of the Mendocino County General Plan (GP\_2018-0003) and an Amendment of the Mendocino County Coastal Zoning Code (Title 20 - Division II of the Mendocino County Code)(OA\_2018-0009) to establish regulations for Accessory Dwelling Units in the Coastal Zone of Mendocino County.

On June 9, 2021, the Board provided direction to staff regarding recommended modifications from the California Coastal Commission on the Local Coastal Program Amendment.

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**Item #: 4l)**

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**Summary of Request:**

Since the approval of the original Agreement and subsequent Amendment, North Coast Community Planning (NCCP) has been diligently working to complete the Local Coastal Program Amendment. Originally the Coastal Commission certification hearing was scheduled for June 2021, but due to some late modifications recommended by California Coastal Commission staff, the certification hearing was delayed until September 2021. As a result of the delay in certification hearing and other unanticipated delays, the contract date must be extended and additionally staff recommends a contract increase to allow for NCCP to provide guidance materials and application forms post final approval of the Local Coastal Program Amendment. Retroactive approval is necessary as the original Agreement expired on June 30, 2021.

**Alternative Action/Motion:**

Do not approve the amendment and provide direction to staff.

**How Does This Item Support the General Plan?**

NCCP is processing an amendment to the County's Local Coastal Program, an element of the General Plan. Support of the contract amendment and extension directly supports the continued maintenance and updating to the General Plan.

**Supervisory District:** District 5

**And District 4**

**vote requirement:** Majority

**Supplemental Information Available Online At:** N/A

**Fiscal Details:**

**source of funding:** BU 2851

**current f/y cost:** \$4,999

**annual recurring cost:** \$4,999 for next FY

**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

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**CEO Liaison:** Judy Morris, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

**Executed By:** Deputy Clerk

**Date:** Date Executed

**Note to Department** Number of Original Agreements

**Returned to Dept:** Choose an item. Original Agreement Delivered

**to Auditor?** Choose an item.

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**Final Status:**Item Status

**Executed Item Type:** item    **Number:**



AGREEMENT NO. \_\_\_\_\_

**AMENDMENT TO COUNTY OF MENDOCINO  
PURCHASING AGENT AGREEMENT NO. PA 18-225 & PA 18-225-A1**

This Amendment to Agreement No. PA 18-225 & PA 18-225-A1 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 North Coast Community Planning, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PA 18-225 was entered into on August 09, 2018; and

WHEREAS, Agreement No. PA 18-225-A1 was entered into on July 17, 2020; and

WHEREAS, upon execution of this document by the County of Mendocino and the Contractor, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original Agreement No. PA 18-225 and Agreement No. PA 18-225-A1, from June 30, 2021 to December 31, 2021; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total compensation payable set out in the original Agreement No. PA 18-225 and Agreement No. PA 18-225-A1, from \$45,000 to \$49,999.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original Agreement No. PA 18-225 and Agreement No. PA 18-225-A1, from June 30, 2021 to December 31, 2021.
2. The total compensation payable set out in the original Agreement No. PA 18-225 and Agreement No. PA 18-225-A1 will be increased from \$45,000 to \$49,999.

All other terms and conditions of Agreement No. PA 18-225 and Agreement No. PA 18-225-A1 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:**

10/14/2021  
DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☒ Yes ☐ No

Budget Unit: 2851 (PB)

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

By: Carmel J. Angelo 10/14/2021  
Risk Management

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By: Jeff Morris 10/14/2021  
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: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME:**

By: Linda Ruffing

NAME AND ADDRESS OF CONTRACTOR:

NCCP c/o Linda Ruffing

310 S Harold St

Fort Bragg, CA 95437

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: Matthew Kiedrowski  
Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4m)

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**To:** Board of Supervisors

**From:** Sheriff-Coroner

**Meeting Date:** October 26, 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 Fifth Amendment to BOS Agreement 17-131 with NaphCare Inc. in the Amount of \$3,484,847.76 for a New Agreement Total of \$19,105,009.38 for Medical Health Services for the Mendocino County Sheriff's Office (MCSO) Jail with a New Term End Date of December 31, 2022

**Recommended Action/Motion:**

Approve Fifth Amendment to BOS Agreement 17-131 with NaphCare Inc. in the amount of \$3,484,847.76 for a new agreement total of \$19,105,009.38 for medical health services for the Mendocino County Sheriff's Office Jail with a new term end date of December 31, 2022; authorize Sheriff to sign any future amendments that do not affect the maximum Agreement total; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On September 19, 2017, the Board of Supervisors (BOS) approved the Mendocino County Sheriff's Office (MCSO) to enter into agreement negotiations with NaphCare Inc. as a result of the Mendocino County Request for Proposal (RFP) # SO-2017-002 for medical health services for the Mendocino County Jail. On October 17, 2017, the Board approved BOS Agreement 17-131 with NaphCare Inc. for \$13,112,990.90 for medical health services for a four-year term effective November 1, 2017, through December 31, 2021. On May 7, 2019, the Board approved Agreement 19-133 and Resolution 19-174 with the Department of State Hospitals (DSH) to establish the Jail-Based Competency Treatment (JBCT) program for inmates found to be Incompetent to Stand Trial (IST) at the Mendocino County Jail with funding from DSH. On July 23, 2019, the Board approved the First Amendment to Agreement BOS 17-131 with NaphCare Inc. for \$790,968.64 for the JBCT program. On April 6, 2021, the Board approved the First Amendment to BOS Agreement 19-133 with DSH to support more admissions to the JBCT program. On May 4, 2021, the Board approved the Second Amendment to BOS 17-131 with NaphCare Inc. for \$283,568.34 to support more admissions to the JBCT program funded by the additional DSH monies. On May 25, 2021, the Board approved the Second Amendment to BOS Agreement 19-133 to receive additional DSH funds and extend the Agreement until June 30, 2021. On June 8, 2021, the Board approved the Third Amendment to BOS Agreement 17-131 for \$180,452.58 to support more JBCT program admissions funded by DSH. On July 13, 2021, the Board approved a Retroactive Revenue Agreement with DSH for \$2,879,097 for MCSO for an expended JBCT program at the Mendocino County Jail. On June 22, 2021, the Board approved the Fourth Amendment to BOS Agreement 17-131 for \$1,252,181.16 for NaphCare Inc. to administer the expended JBCT program.

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**Item #: 4m)**

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**Summary of Request:**

As authorized by the Board of Supervisors on September 19, 2017, as a result of RFP# SO-2017-002, MCSO successfully negotiated an agreement with NaphCare Inc. to provide medical health services in the County Jail. The term of the Agreement is from November 1, 2017, through December 31, 2021. The amount is \$13,112,990.90 for the term of the Agreement. Twelve million, seven hundred twelve thousand, nine hundred ninety dollars, and ninety cents (\$12,712,990.90) is the base agreement fee; four hundred thousand dollars (\$400,000) is for the remaining itemized bill-back expenses. The bill-back expenses include:

- Overages on the \$25,000 cap on per-individual inpatient episodes.
- The \$10,000 cap on HIV medication.
- The cost of the Institute for Medical Quality Accreditation.
- The cost of hygienic dental cleanings.
- The cost of Tuberculosis tests for MCSO staff.

Any extension beyond the initial term of the Agreement shall be agreed on by MCSO and NaphCare, Inc. and shall be based on the consumer price index (CPI) as specified for Medical Care Services for the West Region.

In September 2021, MCSO and NaphCare Inc. agreed to a one-year extension of BOS Agreement 17-131. The extension includes a cost-of-living adjustment (COLA) increase in the compensation payable to NaphCare Inc. in the amount of 3.5%. NaphCare Inc. agreed to expand Medication-Assisted Treatment (MAT) services when feasible with current staffing and pricing. These services include collaborating with local community agencies and providing pre-release dosing when a patient meets clinical criteria with adequate notice of inmate release given to NaphCare Inc. NaphCare Inc. will make best efforts to assist MCSO in pursuing grant funding to support additional staffing for MAT initiation.

The Amendment term is from January 1, 2022, through December 31, 2022. The compensation payable for medical health services in the County Jail for the Amendment term is \$3,484,847.76. The compensation payable shall be made in equal monthly installments for \$290,403.98.

**Alternative Action/Motion:**

Return to staff for alternate 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:** 2510 JA-862185

**current f/y cost:** \$3,367,002.73

**annual recurring cost:** \$3,484,847.76

**budget clarification:** FY 21-22: \$1,742,423.88; FY 22-23: \$1,742,423.88

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** No

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Cherie Johnson, Deputy CEO

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**Item #: 4m)**

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**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Deputy Clerk

Final Status:Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 17-131, 17-131-A1, 17-131-A2, 17-131-A3, 17-131-A4**

This Fifth Amendment to BOS Agreement No. 17-131 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 NaphCare, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 17-131 was entered into on October 17, 2017; BOS Agreement No. 17-131-A1 was entered into on July 23, 2019; BOS Agreement No. 17-131-A2 was entered into on May 4, 2021; BOS Agreement No. 17-131-A3 was entered into on May 25, 2021; and BOS Agreement No. 17-131-A4 was entered into on June 22, 2021; and

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

WHEREAS, the parties wish to amend the Agreement in relation to Medication-Assisted Treatment (MAT) services and to extend the contract by one year.

NOW, THEREFORE, parties agree as follows:

1. CONTRACTOR agrees to expand the MAT program where feasible with current staffing and pricing. This includes collaborating with local community agencies, as well as providing pre-release dosing when a patient meets clinical criteria with adequate notice of inmate release is given to CONTRACTOR. CONTRACTOR will make best efforts to assist COUNTY in pursuing grant funding to support additional staffing for MAT initiation.
2. Pursuant to the original Agreement, the parties agree that amended compensation for the renewal year beginning January 1, 2022, and ending December 31, 2022, shall include a cost-of-living adjustment (COLA) increase in the current compensation payable to CONTRACTOR in the amount of 3.5%. Compensation payable by COUNTY to CONTRACTOR as of January 1, 2022, shall be made in equal monthly installments of \$290,403.98.
3. Exhibit A, Scope of Work, is amended to include Exhibit A-5.
4. Exhibit B, Payment Terms, is amended to include Exhibit B-5.

All other terms and conditions of BOS Agreement No. 17-131, 17-131-A1, 17-131-A2, 17-131-A3, and 17-131-A4 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:**

D. B. Oct 7, 2021  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2510

Line Item: JA - 862185

Grant: ☐ Yes ☒ No

Grant No.: n/a

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

**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: Carmel J. Angelo  
Risk Management

**CONTRACTOR/COMPANY NAME:**

Bradford McLane

By: Bradford McLane (Oct 7, 2021 11:05 CDT) Oct 7, 2021

**NAME AND ADDRESS OF CONTRACTOR:**

NaphCare Inc.

2090 Columbiana Rd, Suite 4000

Birmingham, AL 35216

Bradford T. McLane

Ph: 205-536-8400

Em: [bradford.mclane@naphcare.com](mailto:bradford.mclane@naphcare.com)

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

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

Brina Blanton

By: \_\_\_\_\_  
Deputy

**EXECUTIVE OFFICE/FISCAL REVIEW:**

**APPROVAL RECOMMENDED**

By: Christopher  
Deputy CEO

**10/04/2021**

**10/04/2021**

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

**Exception to Bid Process Required/Completed** ☒ RFP#SO-2017-002

**Mendocino County Business License:** ☒ **Exempt**

**Exempt Pursuant to MCC Section:** March 21, 2017, Approval of Exemption, Item No. 4(p)



**EXHIBIT A-5**  
**Scope of Work**

5. **Detoxification from Drugs and Alcohol.** CONTRACTOR shall provide detoxification services in accordance with the applicable standards. CONTRACTOR shall assure that pregnant women with histories of drug dependency are evaluated on-site by registered nurse immediately and referred within a reasonable amount of time for high-risk obstetrical evaluation. CONTRACTOR shall coordinate and pay enrollment and assessment services of pregnant opiate addicted women for methadone maintenance program.
- a. CONTRACTOR agrees to expand the Medication-Assisted Treatment (MAT) program where feasible with current staffing and pricing. This includes collaborating with local community agencies, as well as providing pre-release dosing when a patient meets clinical criteria with adequate notice of inmate release is given to CONTRACTOR. CONTRACTOR will make best efforts to assist COUNTY in pursuing grant funding to support additional staffing for MAT initiation

[END OF EXHIBIT A-5 SCOPE OF WORK]

**EXHIBIT B-5  
Payment Terms**

**1. EXTENSION YEAR ONE (1) INVOICING AND PAYMENT:**

5. CONTRACTOR shall receive the following fixed, one-year renewal term pricing for services provided. The parties agree to a base fee adjustment of 3.5% COLA and CONTRACTOR'S pricing is based on same.

A.

<b>NaphCare, Inc. - Fixed Term Pricing</b>	<b>Renewal Year Beginning 1/1/2022</b>
Medical Personnel	\$2,080,134.06
Mental Health Personnel	\$570,865.96
Off-site Costs (\$25k Per Inmate Per Inpatient Episode)	\$349,270.27
Pharmacy Services	\$174,635.14
HIV Medication Cap	\$10,350.00
On-site Ancillary Services	\$37,639.69
Medical Supplies	\$29,105.86
Administrative Overhead	\$232,846.79
<b>Annual Cost</b>	<b>\$3,484,847.76</b>
<b>Monthly Amount</b>	<b>\$290,403.98</b>

- B. CONTRACTOR shall invoice the COUNTY on the first of each month for an amount equal to one-twelfth (1/12) of the annual cost specified in pricing sheet above, as well as any separately itemized costs payable under this Agreement. COUNTY shall make payment within (15) days of receipt of invoice.

- C. CONTRACTOR will submit invoices addressed to:

Mendocino County  
Sheriff's Office  
951 Low Gap Rd.  
Ukiah, CA 95482  
Attn. Accounts Payable

Or

Email invoices to [mcso-accounting@mendocinocounty.org](mailto:mcso-accounting@mendocinocounty.org)

**CONTRACTOR will include their County Vendor# (42080) and this Amendment# on each invoice.**

[END OF EXHIBIT B-5 PAYMENT TERMS]

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of October 17, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and NaphCare, 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 jail medical services; and,

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

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

- Exhibit A      Definition of Services
- Exhibit B      Payment Terms
- Exhibit C      Insurance Requirements
- Exhibit D      Mendocino COUNTY ePayables Information
- Appendix A    Certification Regarding Debarment, Suspension and Other Responsibility Matters

The term of this Agreement shall be from October 17, 2017 through December 31, 2021. Any extension beyond the initial term specified above shall be agreed to by the parties and shall be based on the consumer price index (CPI) as specified for Medical Care Services for the West Region as released for the period of ninety (90) days prior to any extension of this Agreement.

The compensation payable to CONTRACTOR hereunder shall not exceed thirteen million, one hundred twelve thousand, nine hundred ninety dollars (\$13,112,990.90) for the term of this Agreement, of which not more than twelve million seven hundred twelve thousand nine hundred ninety dollars and ninety cents (\$12,712,990.90) shall be for the base contract fee specified in Paragraph 1 of Exhibit B and four hundred thousand dollars (\$400,000.00) for the remaining itemized bill back expenses.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD James S. McLane DATE 10-5-2017

Budgeted: ☒ Yes ☐ No

Budget Unit: xx

Line Item: xx

Grant: ☐ Yes ☒ No

Grant No.: n/a

**CONTRACTOR/COMPANY NAME**

By: James S. McLane  
James S. McLane, CEO

NAME AND ADDRESS OF CONTRACTOR:

NaphCare, Inc.

2090 Columbiana Road, Suite  
4000

Birmingham, AL 35216

**COUNTY OF MENDOCINO**

By: John McCowen  
JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS OCT 18 2017

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: Karla Van Hagen  
Deputy OCT 18 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: Karla Van Hagen  
Deputy OCT 18 2017

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
COUNTY Counsel

By: Christina M. Fair  
Deputy

**INSURANCE REVIEW:**

RISK MANAGER

By: Alan D. Flora  
ALAN D. FLORA, Risk Manager

**FISCAL REVIEW:**

By: Janette Rawn  
Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: Janette Rawn  
CARMEL J. ANGELO, Chief Executive Officer

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

Exception to Bid Process Required/Completed ☐ RFP # SO-2017-002

Mendocino COUNTY Business License: Valid ☐ 3/21/17 BOS exempt

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:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies 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 CONTRACTOR'S and 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.

7. TAXES: Payment of all applicable federal, state, and local taxes related to the services rendered by or due and payable as a result of the operations of Contractor pursuant to this Agreement, 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's software system known as TechCare® shall be excluded from the provisions herein and shall remain under CONTRACTOR's ownership and control. CONTRACTOR hereby grants COUNTY, its agents and employees a non-exclusive license to use and operate the TechCare® software in the performance of audits and as otherwise appropriate to effectuate the terms of this Agreement.

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  
Sheriff Office  
951 Low Gap Rd. Ukiah, CA 95482  
Attn: Fiscal/Contract Unit

To CONTRACTOR: NaphCare, Inc.  
2090 Columbiana Road, Suite 4000  
Birmingham, AL 35216  
Attn: James S. McLane and Legal Department

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 and display the same in a location that is reasonably conspicuous, as well as file copies of same with the COUNTY Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONTRACTOR and any subcontractors must acquire, at their expense, a business license from COUNTY in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

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. CONTRACTOR may withhold privileged business and/or financial data only to the extent allowed by Government Code section 8546.7.

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 (subject to the confidentiality stipulations referenced hereinabove) 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 sixty (60) days written 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 defined in Exhibit A shall not exceed \$13,112,990.90 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding. Should COUNTY effectuate any suspension and/or termination of the Agreement, COUNTY shall remain responsible for any catastrophic claims that are later invoiced by CONTRACTOR which exceed the stated threshold which may occur during CONTRACTOR's service period.
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 through the date in which services are last rendered by CONTRACTOR.
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 Exhibit A or Exhibit B, 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.

/////////////////[END OF GENERAL TERMS AND CONDITIONS]////////////////



## EXHIBIT A

### DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

#### SECTION I

1. CONTRACTOR shall provide comprehensive inmate medical care and mental health services ("Services") as contained in this Exhibit A
  - a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. SO-2017-002, including any addenda, the proposal response of CONTRACTOR (Response), and additional services that the COUNTY obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the response, the more stringent requirements providing the COUNTY with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in CONTRACTOR's proposal shall be performed to the greatest extent feasible.
  - b. The RFP and response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the CONTRACTOR are to provide the COUNTY with the broadest scope of services for the best value.
2. CONTRACTOR shall be responsible as the sole supplier and/or coordinator of the health care delivery system on behalf of the Mendocino County Sheriff-Coroner Office (hereinafter referred to as "MCSO") for the Mendocino County Jail (hereinafter referred to as "Jail").
3. CONTRACTOR shall be responsible for all medical, dental and mental health care for all Inmates at the Jail. The responsibility of CONTRACTOR for medical care shall commence with each Inmate who has been physically received within the Jail and ends with the discharge of the Inmate from the Jail.
4. CONTRACTOR shall provide a consultation service to the Mendocino County Sheriff on any and all aspects of the health care delivery system at the Jail, including the following:
  - a. Review of hospital bills.
  - b. Evaluations and recommendations concerning new programs or Jail architectural plans.

- c. Staffing patterns for any new Jail facility.
  - d. Alternate pharmaceutical and other systems.
  - e. Any other matter relating to this Agreement.
5. CONTRACTOR shall begin providing Services at 12:00 a.m. on January 1, 2018 "Medical Services Start Date." CONTRACTOR shall begin the transition to providing Services on November 1, 2017 pursuant to the Transition Scope of Services ("Transition Activities") attached hereto as Exhibit A, #25. The Transition Activities shall be performed by CONTRACTOR All insurance requirements must be in place and met during the Transition Activities.
  6. The Medical Services Start Date may be accelerated by mutual agreement of CONTRACTOR and the COUNTY. Should the Mendocino County Sheriff, or his designee, determine that CONTRACTOR's services are required prior to January 1, 2018, COUNTY shall notify CONTRACTOR in writing of a new Medical Services Start Date. Payment for any services rendered after the new Medical Services Start Date and before January 1, 2018 shall be at the Year 1 rate in Exhibit B, prorated by day.
  7. The parties intend a clean handoff of jail medical services on the Medical Services Start Date. However, should urgent unforeseen circumstances cause the COUNTY to require additional medical services before the Medical Services Start Date can reasonably be accelerated, CONTRACTOR may, upon request of the jail commander, provide such supplemental services as needed. To the extent practicable, such services shall be provided in the manner contemplated by this Agreement. COUNTY shall fully reimburse CONTRACTOR for the actual cost of such services.
  8. CONTRACTOR project team will consist of the following key personnel and subcontractors, as applicable during the contract term:
    - a. **Alicia Clarke**, Regional Director of Operations
    - b. **Shannon Matthews**, Vice President of Operations for Western States and Mendocino COUNTY Transition Leader
    - c. Medical Director, TBD
    - d. Health Services Administrator, TBD

CONTRACTOR agrees that it shall not transfer or reassign the individuals identified above and during the transition activities period as key personnel or substitute subcontractors without the express written agreement of COUNTY, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of CONTRACTOR no longer be employed by CONTRACTOR during the term of this agreement, CONTRACTOR shall make a good faith effort to present to COUNTY an individual with greater or equal qualifications as a replacement subject to COUNTY's approval, which



approval shall not be unreasonably withheld. The approval of COUNTY to a requested change shall not release CONTRACTOR from its obligations under this Agreement.

For any position without key personnel identified (noted by TBD), Contractor shall provide the names to County by December 16, 2017.

## **SECTION II**

CONTRACTOR shall have and maintain the following minimum qualifications:

1. *Institute for Medical Quality (IMQ) Accreditation.* By March 1, 2019, CONTRACTOR must complete the necessary steps with the IMQ based on the existing accreditation to name them as a medical services provider or obtain IMQ accreditation.
2. *Staff Minimum Qualifications.* The medical professionals providing services through the CONTRACTOR, including doctors and nurses, MUST individually meet and maintain the following minimum qualifications.
  - a. *Medical Director* - Because of the particular importance of the Medical Director position, the COUNTY shall review the specific qualifications of any candidate for Medical Director prior to the performance of work. CONTRACTOR shall provide COUNTY with a curriculum vitae for any proposed medical director, as well as a summary of the candidate's work experience, licensure, and relevant qualifications. No candidate shall be placed in the position of Medical Director until COUNTY has provided written notification to CONTRACTOR that COUNTY has agreed that the candidate's qualifications are sufficient.
  - b. *Health Services Administrator* - The Health Services Administrator must have a minimum five years' experience in correctional facility health care management. The individual in the position shall be at the minimum a Registered Nurse credentialed to practice in California.
  - c. *Registered Nurses* – Must be credentialed as described in California law that sets out the scope of practice in the Nursing Practice Act Division 2. Healing Arts Chapter 6 Nursing out the scope of practice and responsibilities for Registered Nurses and California Code of Regulations Title 16 Professional and Vocational Regulations Division 14 Board of Registered Nursing.
  - d. *Nurse Practitioner/Physician's Assistant* – Must be credentialed as described in California law that sets out the scope of practice in the



Nursing Practice Act as a Nurse Practitioner or authorized by the medical board of California as a Physician's Assistant.

- e. *Licensed Vocational Nurses* - Must be credentialed to practice in California as outlined in the California Business and Professions Code, Division 2 Chapter 6.5 Vocational Nursing and Division 25 Chapter 1 Vocational Nurses.
  - f. *Dentists* – Must be credentialed to practice in California as described in the Dental Practice Act Business & Professions Code beginning at Section 1600 and the Dental Board's regulations are under TITLE 16, Professional and Vocational Regulations, Division 10, Dental Board of California.
  - g. *Psychiatrist* – A qualified Board Certified physician designated as a psychiatrist. The individual shall have a specialty certification in the field of psychiatry. The physician's licenses and credentials shall remain up to date and in good standing. The psychiatrist must be credentialed to practice in California and have at least one year experience in medical practice at a correctional facility after obtaining his or her credentials.
- 3. *Waiver by CONTRACTOR* – CONTRACTOR may seek a waiver of a specific qualification with a request to substitute experience or other qualifications by submitting such request in writing to COUNTY.
  - 4. *Security and Background Checks* – All service providers, employees, and subcontractors working at the facility must pass and maintain, to the satisfaction of Mendocino County MCSO a security and background check performed by MCSO. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into MCSO facilities. COUNTY agrees to inform CONTRACTOR whether security clearance has been granted or denied within five (5) business days of receipt of the return of information from the California Department of Justice and the Federal Bureau of Investigation.
  - 5. Any security and background checks performed by MCSO shall be in addition to the new hire and routine, background checks, reference checks, and other procedures performed by the CONTRACTOR. CONTRACTOR shall submit all candidates for employment to the MCSO for background checks and approval on a timely basis.
  - 6. CONTRACTOR shall ensure all health care staff and sub-contract staff are appropriately licensed, certified, and registered to perform their assigned duties in compliance with applicable state and federal law. Health care staff may



perform only those tasks permitted by their licensure and credentials, and within their scope of training. CONTRACTOR shall strictly enforce and monitor licensing on a periodic basis, including maintaining an internal license verification database in its Human Resources office with creation and review of a monthly verification report.

7. All receiving screenings and all inmate medical assessments shall be done by a registered nurse or a higher-level care provider (physician, physician's assistant, or nurse practitioner).

### **SECTION III**

1. **Summary:** CONTRACTOR shall provide and be responsible for inmate medical and mental health services immediately upon the inmate being brought and accepted into MCSO's custody, through the intake process at the Mendocino COUNTY Jail and throughout the term of inmate detention.

CONTRACTOR is responsible for providing, paying and coordinating all medical services brought to the inmate, and arranging and paying for the services provided at an off-site medical facility. CONTRACTOR shall also participate and assist with the transition of services as needed when an inmate leaves detention.

2. **Required Services:** CONTRACTOR shall provide comprehensive medical and mental health services for inmates housed at the facility, including preventative services. CONTRACTOR's services shall include the following minimum levels of service:
  - a. *Intake Health Screening.* Intake screening shall be performed for all inmates, including transferees, by a licensed registered nurse (RN) at the time of reception. Mandatory tuberculosis testing for symptomatic inmates shall be in accordance with State and local standards. CONTRACTOR, in consultation with COUNTY, shall develop an intake pre-screening procedure for medical, mental health issues and referrals.
  - b. *Fourteen Day Health Appraisal.* A comprehensive health assessment shall be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner) of all incoming inmates within fourteen (14) calendar days of the arrival of the inmate at the Mendocino County Jail.
  - c. *General Healthcare.* CONTRACTOR shall provide basic healthcare services to inmates including preventative care.

- d. *Sick Call.* Inmates shall have access to essential health care services at all times. At a minimum, an RN shall be on duty at all times and a physician shall be on duty as proposed in the RFP and agreed to in this contract, and on call during all other shifts.

CONTRACTOR shall conduct sick call as described in the RFP. Sick call shall be held in the medical rooms. Sick calls shall be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner). An RN or higher-level care provider (physician, physician's assistant, or nurse practitioner) will make daily rounds for all segregation cells. Any and all assessments shall be done by an RN or higher.

- (1) Additional sick call hours may be added if agreed upon by the CONTRACTOR and the COUNTY.

- e. *Health Care Plans.* CONTRACTOR is responsible for development and implementation of Health Care Plans. Inmates being treated at the facility shall have health care plans with clear goals, objectives, policies, and procedures for documenting goal achievements.
- f. *Best Practices.* CONTRACTOR shall provide recommendations to MCSO and assistance with policy updates, legal updates, or compliance with applicable laws or standards.
- g. *Leadership.* CONTRACTOR's administrative leadership services shall have cost accountability and, if requested, justify medical care and responsiveness.
- h. *Food Services -Special Diets.* CONTRACTOR shall provide recommendations for all medical and special needs diets. CONTRACTOR shall adhere to all applicable legal requirements, as they may change from time to time, including but not limited to the medical dietary standards outlined in Title 15, Section 1248 of the California Code of Regulations.
- i. *Suicide Prevention Program.* This shall include:
  - (1) Attending program meetings and working in collaboration to provide pre-screening and crisis intervention.
  - (2) Provision of a physician to participate in the program, review issues related to suicide prevention and address the resolution of problems in accordance with applicable standards.
  - (3) CONTRACTOR will provide pre-screening and crisis intervention,



making certain that all medical treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally ill inmates.

(4) For every inmate placed in a safety cell placement on a suicide watch, CONTRACTOR shall have an RN or higher level care provider (physician, physician's assistant or nurse practitioner) physically check the inmate at least two times every eight hours, a minimum of three hours apart. These checks shall be in addition to any checks conducted by any MCSO staff.

(5) CONTRACTOR is responsible for the health and well-being of the inmate, including medication, vitals, other medical needs, and confirmation of wellbeing.

k. *Dental Services.* CONTRACTOR shall provide emergency, medically necessary, and non-emergency dental services, including but not limited to extractions and hygienic cleanings. Services shall be provided as found in the RFP and addendums.

(1) Based on the inmate's length of stay and priorities listed, CONTRACTOR will provide the following treatment:

(a) Relief of pain and treatment of acute infections, including hemorrhage, toothaches, broken, loose or knocked out teeth, abscesses, and dry sockets after extractions.

(b) Extraction of unsalvageable teeth.

(c) Repair of injured or carious teeth.

(d) Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

(e) Dental hygiene services and exam for inmates in custody for a year or more.

(f) Any other dental care required by title 15 or other applicable law.

(2) CONTRACTOR will provide triage, prioritize, and then schedule inmates to see the dentist. Inmates requiring oral attention will be scheduled to see the dentist as they are prioritized. If the inmates dental requirements are emergent, the dentist will see them as soon as possible.

(3) For elective work that can be deferred, CONTRACTOR will provide appropriate referral information upon the inmate's release.

- l. *Pregnant and Postpartum Women.* CONTRACTOR shall provide for the special needs of pregnant and postpartum women following the pregnant female protocols established by statute or regulation and County policies and procedures. Any new protocols must be approved in writing by COUNTY. Services include, but are not limited to:
- (1) Optional screening and testing for pregnancy at the time of booking a female Inmate into the Jail. Referral and coordination with a community based methadone treatment program experienced in the special needs of pregnant/postpartum clients for any Inmates enrolled in community methadone maintenance treatment programs when booked. Any Inmates not enrolled in community methadone maintenance treatment programs will be initiated and maintained on buprenorphine for the duration of their pregnancy by an on-site provider if said provider has a DATA 2000 waiver.
  - (2) Prenatal education and counseling.
  - (3) Establishment of written agreements to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions.
  - (4) Assurance that arrangements are maintained whereby pregnant women with histories of drug dependency are evaluated on-site immediately and referred within four (4) hours for high risk obstetrical evaluation. CONTRACTOR shall coordinate and pay for the enrollment and assessment services of any pregnant opiate addicted Inmate with a local methadone maintenance program.
  - (5) Providing family planning services and education to female detainees pursuant to California Penal Code Section 3409, 3440, 4023.5 and other applicable laws.
  - (6) CONTRACTOR will assist with any Inmate who requests an abortion in compliance with the requirements of the California Reproductive Privacy Act, as well as all reproductive rights under law. In the event a procedure becomes necessary, CONTRACTOR will assist in referring the Inmate off-site for an abortion. CONTRACTOR will refer the scheduled procedure to COUNTY for any necessary payment to be made. Further, CONTRACTOR shall not be responsible financially or otherwise, for providing health care services to an infant following birth.

m. *Prosthesis/Glasses.* CONTRACTOR shall provide and make payment for



medically required medical and dental prosthesis and eye glasses.

- n. *Consulting Services and Medical Equipment.* Making arrangements and payments for all consulting medical specialty services and special medical equipment (i.e. braces, crutches, etc.). Special medical equipment is defined as durable medical equipment (DME) as set forth under Medicare Part B plans and includes, but is not limited to diabetic supplies, canes, crutches, walkers, commode chairs, home type oxygen equipment, traction equipment, etc. As further defined, DME is equipment which 1) can withstand repeated use, 2) is primarily and customarily used to serve a medical purpose, 3) is generally not useful to a person in the absence of illness or injury, and 4) is appropriate for use in the inmates housing area. The use of any DME within the facility will be with the approval of the MCSO. For any major equipment, including beds and seat lift mechanisms, CONTRACTOR shall meet with COUNTY to discuss the need and if COUNTY will be purchasing and retaining ownership of the equipment.
- o. *Hospital Care.* CONTRACTOR shall make arrangements to provide payments for all in-patient and out-patient treatment following booking. For the following services, CONTRACTOR shall enter into agreements with and use providers agreed to by the COUNTY:
  - (1) Acute Care Needs. Emergencies that require care outside of the facility, for which there is unavailability of specific services, and/or require the hospitalization for the acute care needs for inmates, shall be provided by with the written consent of COUNTY.
  - (2) Emergency Room. Emergency room care for inmates is may be provided by local hospitals; Contactor may use other providers with the written consent of COUNTY.
- p. *Disaster.* CONTRACTOR shall provide comprehensive medical care services during a natural disaster. CONTRACTOR shall implement a contingency plan to provide medical services to inmates following a natural disaster or declared state of emergency. A formal written plan shall be submitted to the County no later than April 1, 2018. CONTRACTOR shall conduct periodic review and update of the plan.
- q. *AIDS.* CONTRACTOR shall cooperate with AIDS testing and shall be provided as clinically indicated within current community standards or upon inmate or MCSO staff request. All testing shall be done in accordance with State law.
- r. *Ancillary Services.* CONTRACTOR shall provide and arrange for laboratory, x-ray, and other ancillary services. Ancillary services should be performed



on-site, but may if needed, be performed off-site. This might entail use of transportation or guard services as stated in section Paragraph 13 of Section III of Exhibit A to this Agreement.

s. *Laboratory Services.*

- (1) Any laboratory to be used by CONTRACTOR shall be approved in advance by the COUNTY according to Paragraph 29 of this AGREEMENT.
- (2) CONTRACTOR will provide medically necessary diagnostic laboratory testing through the approved laboratory. Whenever possible, laboratory tests will be conducted on site. Laboratory testing includes routine, special chemistry and toxicology analysis.
- (3) CONTRACTOR will coordinate with the approved laboratory for timely pickup and delivery of accurate reporting within 24 hours.
- (4) The physician will review, date and initial laboratory data upon receipt of test results. Once reviewed, the results are filed in the inmate's health record and a plan of care established, as appropriate and immediately report crisis levels to the supervising physician.

t. *Radiology Services.*

- (1) CONTRACTOR will utilize an imaging and radiology provider acceptable to the COUNTY.
- (2) A board certified or board eligible radiologist will interpret all test results. The site physician will review and initiate all radiology results and develop a follow-up care plan as indicated.

u. *Electrocardiogram (ECG) Services.*

- (1) CONTRACTOR will provide ECG services on site and is responsible for all equipment and supplies required for these services.

v. *Dialysis.*

- (1) CONTRACTOR will utilize a dialysis provider acceptable to the COUNTY.
- (2) Hemodialysis services will be provided three times a week to those who have been medically determined to receive such treatment.

w. *Employees and Visitors.* CONTRACTOR shall administer emergency first aid at the Jail to any employee or visitor at the Jail who requires such care.

x. *First Aid Kits.* CONTRACTOR shall supply First Aid Kits (kits) in Jail facilities, Inmate services, kitchen, laundry, court, holding, booking, vehicle sally port and transportation vehicles. CONTRACTOR shall check kits every month for supplies and restock when necessary. Said kits will include the following:

- 21 alcohol prep pads
- 21 antiseptic towelettes
- 1 eye wash
- 10 cotton tip applicators
- 5 finger splints
- 1 first aid instruction guide
- 4 examination gloves
- 10 safety pins
- 1 tweezers
- 1 scissors
- 6 antibiotic ointment packets
- 6 burn cream packets
- 3 povidone iodine prep pads
- 3 sting relief prep pads
- 8 antacid tablets
- 10 aspirin tablets
- 10 non-aspirin tablets
- 2 instant cold packs (5 inch x 6 inch)
- 20 adhesive bandages (1 inch x 3 inch)
- 40 adhesive bandages (3/4 inch x 3 inch)
- 30 adhesive bandages (3/8 inch x 1-1/2 inch)
- 5 butterfly closures
- 5 knuckle bandages
- 1 paper tape roll (1 inch x 5yard)
- 1 triangular bandage (40 inch x 40 inch x 56 inch)
- 2 oval eye pads (2 inch)
- 10 sterile gauze pads (2 inch x 2 inch)
- 11 sterile gauze pads (4 inch x 4 inch)
- 1 sterile trauma pad (5 inch x 9 inch) and 1 gauze roll (2 inch)

y. *Infection Control Program.* CONTRACTOR shall establish an Infection Control Program and handle infectious and communicable diseases such as chicken pox, lice or flu outbreak. CONTRACTOR's Infection Control Program shall provide guidelines for the management of, and reduction of unnecessary exposure to, infectious and communicable diseases for Inmates, institution and healthcare staff and shall be based on universal precautions recommended by the Centers for Disease Control (CDC), the Occupational Safety and Health Administration (OSHA), the Association for Practitioners in Infection Control, and other nationally recognized infection control organizations.



- z. *Staff Tuberculosis Testing.* CONTRACTOR shall provide PPD (Purified Protein Derivative)/Tuberculosis testing for all Sheriff's Office staff as required by OSHA Standards. This service is to include Tuberculosis solution, syringes, alcohol wipes and documentation. CONTRACTOR will bill back the cost of the testing of County staff to the COUNTY on a monthly basis.
3. **Diagnostic Records.** CONTRACTOR shall provide diagnostic results electronically, through the Electronic Medical Record system, once established. Laboratory and Radiology reports will be integrated via messages into an inmate's chart. If a results interface is not being used, results can be manually entered and/or reports can be scanned or uploaded into an inmate's chart.
4. **Web based consult.** CONTRACTOR may use a web based electronic consultation service to provide near-real-time consultations with a panel of medical specialists, licensed in the State of California. These specialists can either confirm that CONTRACTOR should send the patient for an off-site referral or provide expertise to support management on-site, reducing unnecessary off-site referrals, and ensuring optimal clinical care. All web based consults shall be documented in the patient chart. Upon completion of an approved referral, appointments are set and scheduled.
5. **Detoxification from Drugs and Alcohol.** CONTRACTOR shall provide detoxification services in accordance with the applicable standards. CONTRACTOR shall assure that pregnant women with histories of drug dependency are evaluated on-site by registered nurse immediately and referred within a reasonable amount of time for high-risk obstetrical evaluation. CONTRACTOR shall coordinate and pay enrollment and assessment services of pregnant opiate addicted women for methadone maintenance program.
6. **Hearing/Language Interpreters.** CONTRACTOR will be prepared, have available, and work with interpreters to ensure that screening and provisions of services are provided for all inmates. CONTRACTOR shall provide, and bear costs for, hearing and language interpreters for medical care, which shall include all intakes, assessments, clinics, and all medical related appointments, as needed, required, and/or requested by the inmate. If necessary, CONTRACTOR may request assistance from MCSO in order to meet this obligation.
7. **Court Orders.** CONTRACTOR shall promptly follow all court orders. CONTRACTOR will testify in court as needed and shall ensure that all staff and subcontractors are available to testify.



- a. CONTRACTOR shall abide by and follow all court orders that relate to inmate medical care and mental health services.
- b. For every court order related to inmate medical services, the CONTRACTOR shall provide written notice to MCSO as follows:
  - (1) As soon as practicable, but no later than 24-hours upon receipt of the court order, unless action is required sooner per the court order in which case notice shall be immediately provided.  
For all emergency orders, at the time of notification provide information on when it (or an outside medical provider) will be complying with the court order;
  - (2) For all non-emergency orders, within 48-hours of receipt of the order, provide information on when it (or an outside medical provider) will be complying with the court order;
  - (3) Confirmation to MCSO that the court order has been fully complied with;
  - (4) At the request of COUNTY, CONTRACTOR shall provide copies of the court order and information about the provision of medical services related to the court order, if it is a confidential court order; CONTRACTOR shall provide to County Counsel.
- c. CONTRACTOR is solely responsible for complying with any medical court order and any other court order naming CONTRACTOR.
  - (1) If CONTRACTOR believes that a court order is in error and/or needs to be revised or amended, CONTRACTOR, must notify COUNTY within twenty-four (24) hours of receipt of the court order as to the specific changes necessary and the reasons therefor.
  - (2) CONTRACTOR shall fully cooperate in the preparation and filing of any appropriate legal opposition or motion without undue delay. Such cooperation shall include, but not be limited to, furnishing such information, testimony, and/or written declarations necessary to address the issues.
  - (3) CONTRACTOR shall be solely responsible for ensuring there are no unreasonable delays in the enforcement of court orders, including following up and/or scheduling with the appropriate outside medical

provider, and updating counsel (or the legal representative) for the requesting party on the status of the court order.

(4) To the extent CONTRACTOR requires assistance from MCSO regarding access or transportation of an inmate in order to comply with court order, CONTRACTOR shall immediately notify the captain or lieutenant. MCSO shall provide that assistance.

- d. In the event that CONTRACTOR or any of its employees or subcontractors is subpoenaed or requested to testify about any subject arising from the performance of this agreement, CONTRACTOR shall promptly notify COUNTY of the same and arrange for the testifying party to discuss the nature of the proceeding and the substance of the expected testimony with the COUNTY. If COUNTY determines that the expected testimony may involve information subject to an evidentiary privilege, CONTRACTOR shall coordinate with COUNTY efforts to assert the privilege in the proceeding.

#### **8. CLINIC/OFFICE SPACE, FURNITURE & EQUIPMENT:**

- a. COUNTY shall provide the space, limited furniture, fixtures, utilities, telephone (excluding long distance and toll calls), and security necessary for efficient operation of the health care system.
- b. The COUNTY shall provide only the equipment on-site at the start of the term, however, reserve the right to provide any other equipment that it chooses to purchase and retain ownership of or chooses to replace or update. Equipment owned by the COUNTY, which in the opinion of the COUNTY, has exceeded its useful life, will be replaced by the COUNTY at no charge to the CONTRACTOR. The decision as to the suitability of the replacement shall be determined by the COUNTY after consultation with the CONTRACTOR.
- c. CONTRACTOR is responsible for providing its own computers, servers, software, office chairs, and ergonomic related equipment for office and computer workstations and internet/data connection services.
- d. COUNTY reserves the right to refuse to allow any item into the facility if they determine it poses a security risk. CONTRACTOR will develop a method of inventory control for facility safety and security, to be approved by the jail commander. COUNTY may require approval of the vendor and method of internet/data connection services.



9. **STAFFING:** CONTRACTOR shall provide the following minimum staffing during the Contract term unless modified by written amendment to this agreement by both parties:

Minimum Medical Staffing			
Dayshift			
Position Title	Hours	FTE	
Health Services Administrator	40	1.00	
Nurse Practitioner/Physician's Assistant	40	1.00	
Psych RN for Case Management	80	2.00	
Psychiatrist	8	0.20	
Administrative Assistant	40	1.00	
Medical Director (On-call 24/7)	8	0.20	
Registered Nurse	84	2.10	
Licensed Vocational Nurse	84	2.10	
Dentist	4	0.10	
Dental Assistant	4	0.10	
StatCare Team - Nurse Practitioner	24/7 Coverage (Telehealth)		
StatCare Team - Psych Nurse Practitioner	M-F, 8am - 5pm Coverage 1 FTE		
StatCare Team - LPN Screener	24/7 Coverage		
Nightshift			
Registered Nurse	84	2.10	
Licensed Vocational Nurse	84	2.10	

- a. The HSA and the Medical Director must provide written notification to the command staff prior to any scheduled missed workshift including vacations and email notice as soon as possible for any unscheduled time, such as for illness. The notice will include the name of the alternate physician to act on behalf of the HSA or Medical Director during his/her absence(s) from the facility.
- b. All staff shall meet the minimum qualifications for their position set forth in Section II of Attachment A of this Agreement.
- c. In order to assure adequate staffing levels and well qualified staff, CONTRACTOR shall compensate its staff at a competitive rate.

10. **UNDERSTAFFING.** As referenced in Paragraph 9 of Section III of Exhibit A to this



Agreement, the Jail must be fully staffed to comply with the Minimum Medical Staff Plan and factoring in any special circumstances at any given time such, as high rates of illness.

In the event the staffing obligation is not met, the CONTRACTOR will credit the COUNTY on the following month's invoice in the amount of one hundred dollars (\$100) per hour for the positions of Health Services Administrator, Dentist, Registered Nurse, Nurse Practitioner, or Licensed Vocational Nurse and a rate of two hundred fifty dollars (\$250) per hour for the position of Psychiatrist. The credit shall not apply if the work is performed by someone with equal or greater qualifications. For the position of Psychiatrist, the shift may be filled by telemedicine services in unusual circumstances. The staffing obligation for the position of Medical Director should never be vacant for any reason, but may be satisfied by telemedicine in unusual circumstances. The parties agree that any staffing credit(s) owed by the CONTRACTOR will be accounted for based on an aggregated paid hours amount which shall be conducted during the Contractor's monthly staffing report, and shall be paid to the County the month following the month in which any staffing shortfall occurred. At the end of each calendar month, the CONTRACTOR shall report to COUNTY the number of hours paid to the CONTRACTOR'S personnel for each position and shift aggregated on a monthly basis.

**11. TRAINING AND EDUCATION:** CONTRACTOR shall provide for on-going training programs for medical and where applicable, correctional staff, as provided for by law or accreditation standards including in compliance with IMQ and Title 15 Standards.:

- a. Development and implementation of training program for review of medical protocol and issues for pregnant inmates.
- b. Development and maintenance of a reliable structured program of continuing education that meets or exceeds accreditation standards for health care staff annually, including employees, agents, subcontractors, and service providers.
- c. Consistency with MCSO policies and agreements, and/or at the request of MCSO.

CONTRACTOR shall provide the COUNTY with a copy of its training program if requested; and, shall provide the training and accreditation certification for all of its staff, agents, and/or personnel who work in COUNTY detention and correction facilities if requested.

**12. PHARMACEUTICALS**

- a. CONTRACTOR shall provide pharmacy services, directly or through an



approved subcontractor

- b. CONTRACTOR shall comply with Business and Professions Code, Board of Pharmacy Regulations, (CCR Title 16 Section 1700 et seq), California Uniform Controlled Substance Act (H.S. Code 11000 et seq), Confidentiality of Medical Information Act ,and Public Resources Code.
- c. CONTRACTOR shall provide a pharmaceutical delivery system for the COUNTY Jail, including the prescribing of medication as set forth within CONTRACTOR's policies and procedures, the filling of the prescription, the dispensing of medication and the necessary record keeping. All prescription medications shall be prescribed by the responsible physician and/or authorized mid-level provider, and shall be administered and dispensed by a licensed nurse. CONTRACTOR will attempt to work with local court officials in the event court intervention is necessary for forced medications and/or feeding, and in emergent situations, will implement its emergency psychotropic medication protocols. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the COUNTY. Licensed staff responsibility for controlled substances in restricted areas shall be clearly defined. Pharmaceutical management and medication room procedure shall be reviewed by a pharmacist on an annual basis. Pharmaceutical license shall be posted on-site.

### **13. TRANSPORTATION and SECURITY**

- a. The MCSO is solely responsible for the transport and security of inmates.
- b. Ambulance Transportation - Policies and procedures for appropriate modes of transportation shall be jointly developed by MCSO and CONTRACTOR.
- c. CONTRACTOR shall be responsible to coordinate use of emergency ambulance services. Ambulance services when deemed necessary by the CONTRACTOR, will be paid by the CONTRACTOR. The Sheriff shall provide and pay for routine transportation of prisoners, not requiring an ambulance, between the Jail and any medical facility within the State of California and between medical facilities as the CONTRACTOR may deem necessary and appropriate for the medical care of the prisoner. The Sheriff shall provide and pay for security, in connection with all transportation mentioned in this paragraph.

### **14. MAINTENANCE OF ACCREDITATIONS:** During the term of the contract, CONTRACTOR shall:

- a. Apply in the second year, obtain and maintain, all required accreditations, including IMQ accreditation.



- b. CONTRACTOR shall provide copies of any accreditation or other documentation related to qualifications, continuing education, and training upon request of the COUNTY.
- c. Comply with IMQ accreditations. CONTRACTOR shall assist with documentation for the accreditation process. Formal audits are required every two (2) years and CONTRACTOR shall cooperate with MCSO who may informally perform maintenance audits periodically throughout the year.

15. **COMPLIANCE WITH LEGAL REQUIREMENTS:** CONTRACTOR shall comply with all relevant legal requirements including but not limited to the following:

- a. *Medical Board Regulations* – The Medical Board's regulations are under Title 16, Professional and Vocational Regulations, Division 13, Medical Board of California.
- b. *The Nursing Practice Act (NPA)* – CONTRACTOR shall comply with California law that mandates the Board to set out the scope of practice and responsibilities for RNs. The NPA is located in the California Business and Professions Code starting with Section 2700. Regulations, which specify the implementation of the law, appear in the California Code of Regulations.  
*Vocational Nursing Practice Act* – CONTRACTOR shall comply with the California Business and Professions Code, Division 2 Chapter 6.5 Vocational Nursing and Division 25 Chapter 1 Vocational Nurses.
- c. *California Code of Regulations Title 15. Crime Prevention and Corrections.* – CONTRACTOR shall meet all applicable requirements of Title 15.
- d. *Female Inmates Rights Plan* – CONTRACTOR shall meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).
- e. *Inmates with Disabilities, Mental Health Issues, and Gender Matters* – CONTRACTOR shall comply with and abide by the federal and state laws as well as all MCSO policies as they relate to inmates and the facilities, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue, and matters involving transgender inmates
- f. *Prison Rape Elimination* – CONTRACTOR shall adopt and comply with the Prison Rape Elimination Act ("PREA") standards, and make information available to MCSO, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires CONTRACTOR to engage in and receive a PREA audit at least once during a three-year audit cycle. Until the first audit report becomes available, CONTRACTOR shall



demonstrate PREA compliance to MCSO by furnishing a copy of its PREA policy to MCSO. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to MCSO within the statutorily set time frame.

### **13. QUALITY ASSURANCE/CONTRACT OVERSIGHT/REPORTING:**

- a. The COUNTY may, at its own expense, contract with a neutral third party experienced in medical quality assurance reviews ("Quality Assurance Consultant"). The services of this third party consultant may include items such as conducting periodic audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care. It will also include contract compliance, fiscal considerations, liaison with CONTRACTOR, and respective COUNTY agencies and protocol development assistance. CONTRACTOR shall cooperate fully with COUNTY's Quality Assurance Consultant including providing full and immediate access to records, including inmate medical records.
  - b. CONTRACTOR shall cooperate fully with COUNTY in all oversight and review of services provided or requested by the COUNTY. CONTRACTOR shall work directly with MCSO provision of services to inmates.
  - c. CONTRACTOR shall participate, as requested, on COUNTY committees related to inmate medical care, including providing service information and statistics.
  - d. CONTRACTOR shall assign a qualified professional to attend and participate in all meetings.
  - e. CONTRACTOR will work with COUNTY, quality assurance consultants and committees to assist COUNTY in defining minor and major error rates (Error Rates) and setting goals.
  - f. Results of medical quality assurance reviews, as well as recommendations for corrective action, will be provided to CONTRACTOR. CONTRACTOR will take recommended corrective action, or will advise the COUNTY in writing why such corrective action should not be taken. CONTRACTOR will cooperate with procedures to resolve any impasse in recommendations to make corrective actions.
- (1) CONTRACTOR shall provide written responses to COUNTY regarding all issues identified in the medical quality assurance reviews within 30-days of receiving them unless an extension is granted in writing by the Jail Commander.



- (2) CONTRACTOR shall provide timely written responses, in no event later than 30-days, from receipt regarding findings in any cases with which CONTRACTOR disagrees.
- (3) Quality assurance response. Late responses (over 45-days) either in implementation or a response as to why implementation is not deemed advisable to the recommended corrective actions contained in third party audit report may result in liquidated damages to be imposed of up to \$3,000 per occurrence, per month, until resolved to the satisfaction of COUNTY.
- g. CONTRACTOR shall provide quality services with a low error rate. COUNTY may audit, or arrange for an audit, of medical records and other documentation and information annually or more frequently at the sole discretion of COUNTY. If the audit shows a pattern and practice in violation of CONTRACTOR's own policies and/or outside of the acceptable norms of quality assurance programs, CONTRACTOR shall be subject liquidated damages as follows, per category, (1) \$5,000.00 for the first occurrence, (2) \$10,000.00 if there is a second occurrence in a twelve month period and (3) \$15,000.00 for a third time in an 18 month period. Failure to maintain a low error rate may also result in termination of the contract for failure to provide adequate services.
- h. The on-site Medical Director and HSA shall ensure the confidentiality of all patient record information, the audit process, all findings, and reports. CONTRACTOR shall delete all patient identifiers from audit worksheets, reports, and committee minutes. Maintenance of and access to quality review management documentation shall be under the authority of the Medical Director and HSA.

#### **14. OVERSIGHT AND COMMITTEE PARTICIPATION:**

- a. The Medical Director, Health Services Administrator (HSA), and other appropriate representatives of the medical provider shall regularly attend scheduled quarterly Medical Care Quality Assurance meetings and other meetings as requested by COUNTY. Attendance at meetings shall include participation to report on issues of concern to the COUNTY and MCSO and cooperate on an ongoing basis with designated representatives.
- b. The HSA, or a designee approved by the MCSO Jail Commander shall attend and participate in committee and review meetings as requested by COUNTY, including but not limited to any meetings of the Mendocino COUNTY Board of Supervisors or a committee thereof and internal review meetings.
- c. All services provided by the CONTRACTOR are subject to review and evaluation for quality of care through established and regularly performed audits. Procedures, protocols and of administrative policies and practices are



also subject to review.

**15. MEDICAL AUDIT COMMITTEES:**

- a. *Medical Peer Review.* CONTRACTOR shall perform regularly scheduled reviews of professional performance by professional peers. The Medical Director shall establish a Local Medical Peer Review Committee in a manner consistent with Business and Professions Code section 805. Medical Peer Review Committee members shall meet quarterly with the date, location, and agenda arranged by the on-site Medical Director. The Committee will include physicians from local community hospitals, Public Health and Mental Health departments, dentist, jail mid-level practitioners, the Medical Director and the HSA. Other medical professional guests may be invited as deemed appropriate by the Medical Director. The Committee will conduct medical record reviews of all inmate deaths, all acute hospital, and infirmary admissions with the objective of identifying appropriateness of, deficiencies and/or inconsistencies in service delivery. Findings will be documented in the committee minutes, a plan and schedule for corrective action will be developed to include action to be taken, responsibility for implementation and follow up reporting to the committee.

**16. GRIEVANCE PROCEDURE:**

- a. CONTRACTOR will follow the current grievance policy and procedure with the MCSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery. The HSA shall respond to and act as the primary contact with MCSO in reviewing and responding to complaints. CONTRACTOR shall promptly respond, provide information to MCSO, and adhere to all time lines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and the responsible individual identified to the Jail Commander. All inmate grievances relating to medical care and dental services shall be reviewed at Quarterly Quality Assurance meeting.

**17. ACCESS:**

- a. Security staff shall accompany health care staff in providing health care services in secure areas in accordance with written policies or procedures. CONTRACTOR, their employees, agents, and subcontractors shall follow MCSO policies and procedures at all times.

**18. CLAIMS AND LEGAL ACTIONS:**

- a. CONTRACTOR shall actively and fully cooperate with COUNTY legal counsel and risk management staff in the investigation, defense and/or other work related to any claim or legal action against or, on behalf of, the COUNTY, including any of its departments, employees, volunteers or agents. Said



assistance shall include, but is not limited to:

- b. Timely delivery of data;
- c. Medical records;
- d. Investigation of claims;
- e. Preparation of declarations or affidavits;
- f. Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and CONTRACTOR must comply with all past, current, future settlements, and litigation concerning the delivery of inmate health care services.

**19. TRANSFERS, RELEASES AND CONTINUITY OF CARE:**

- a. *Public Health Notification.* CONTRACTOR is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases, and will make such reports prior to inmate release where possible.
- b. *Transfer of Health Records.* Health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.
- c. *Tuberculosis.* Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by CONTRACTOR in compliance with statutory and regulatory requirements.
- d. *Compassionate Care.* CONTRACTOR will provide assistance to COUNTY as requested in developing a compassionate care release program, participate in, and cooperate with the compassionate care release program when implemented.
- e. *Prescriptions.* CONTRACTOR will supply Inmate with a prescription for any necessary medications at the time of Inmate's release (if release is known to CONTRACTOR).

**20. MENTAL HEALTH SERVICES:**

- a. CONTRACTOR shall conduct the mental health initial screening at intake for all inmates. Employees responsible for mental health screening shall have specialized training in handling mental health intake. All activities shall be consistent with federal and state law.
- b. CONTRACTOR is responsible for mental health after intake screening,

including ongoing counseling and care, and prescribing of psychotropic medications. CONTRACTOR's nursing staff will administer psychotropic medications including injections.

- c. CONTRACTOR will provide timely responses to requests for medical evaluations, medical consults, and laboratory analyses.
- d. CONTRACTOR will work collaboratively with Behavioral Health and Recovery Services, their subcontractor Redwood Quality Management, Behavioral Health Court and the Criminal Court. This will include but not be limited to regular meetings, transitioning inmates from in-custody to out of custody services. Participating in the justice system, including the Behavioral Court, input from the psychiatrist and prescribing appropriate medication to ensure a successful restoration process of the Criminal Court.

## **21. Administrative Requirements**

- a. CONTRACTOR shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this Agreement. A written policy and procedure manual shall be cross-referenced with the applicable corresponding sections of the policy and procedure manuals of COUNTY jail. Once completed, a copy shall be delivered to the COUNTY Sheriff prior to commencement of services. Any subsequent revisions and/or additions to such policies, procedures, and protocols will also be coordinated with the Sheriff.

Upon termination of this Agreement said policy and procedure manual shall become the property of MCSO.

- b. CONTRACTOR shall comply with all MCSO departmental procedures as applicable to detention facilities and as determined by MCSO. This shall include but not necessarily be limited to, such items as Inmate security, health policies set by the County Health Officer, mental health policies relating to the transfer and release of Inmates, and accounting procedures as set and required by the County Auditor. MCSO procedures shall comply with IMQ Standards and California regulations.
- c. CONTRACTOR shall make available to COUNTY, on demand, all records relating to the satisfactory performance of this contract including provisions of Title 15 of the California Code of Regulations. Should COUNTY note any deficiencies as a result of an inspection of CONTRACTOR's records, CONTRACTOR will promptly respond in writing, including a plan to correct such deficiencies.



- d. CONTRACTOR shall provide a quality assurance program that includes regularly scheduled audits to evaluate the overall effectiveness of the health care services, including dental and mental health. The quality assurance program shall be provided under the authority of an established Quality Assurance Committee which shall meet no less than quarterly and include the Health Services Administrator, nursing services, mental health, as well other disciplines as deemed necessary by the COUNTY.

Routine audits will be performed with results recorded in a standard format and should cover areas such as:

- Access to care
- Patient/Staff Safety
- Appropriateness of Care
- Effectiveness of Care
- Compliance with Governing Standards
- Continuity of Care
- Timeliness
- Complaints

Identified areas of deficiencies or barriers to care shall be addressed through a documented Corrective Action Plan.

CONTRACTOR shall provide monthly infection control reports to include number of tests performed as well as number of Inmates testing positive. Report shall include data on:

- TST
- HIV
- HAV, HBV, HCV
- GC, syphilis, chlamydia
- MRSA or other antibiotic resistant infection
- Active tuberculosis

- e. CONTRACTOR shall ensure that its staff documents all health care contact in the Inmate's medical record.
- f. CONTRACTOR shall cooperate with MCSO on any effort to receive funding from outside funding sources. CONTRACTOR shall receive any additional, outside funding for services in which CONTRACTOR is financially responsible.
- g. CONTRACTOR shall attend management, strategy planning, or quality assurance meetings as requested by MCSO. CONTRACTOR shall send



either corporate management, the Program Administrator, or Medical Director as is deemed appropriate.

- h. CONTRACTOR shall provide in-service medical/mental health educational programs for appropriate MCSO staff and CONTRACTOR staff or as is reasonably requested by MCSO.
- i. CONTRACTOR and Sheriff shall be responsible for ensuring that their staff reports any problems and/or incidents of mutual concern to their appropriate designees.

## 22. REPORTS:

- a. *Statistical Information.* CONTRACTOR shall maintain general statistics and record keeping about the services provided. CONTRACTOR shall make available to the MCSO. COUNTY accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by the COUNTY and be provided in a monthly report. Such reports shall be in a format that does not contain any personally identifiable information about inmates.
- b. *Credential Report.* CONTRACTOR shall submit an annual Compliance Report by calendar year, due each year by no later than January 15th, to MCSO on all applicable certifications, accreditations, and licenses during the life of this contract.
- c. CONTRACTOR shall not publish any findings based on data obtained from the operation of this Agreement without the prior consent of MCSO, whose written consent shall not be unreasonably withheld.
- d. An annual and monthly statistical report prepared in a format approved by the Sheriff, which includes health care activities occurring both inside and out of the Jail, shall be delivered to Sheriff by the 15th calendar day of the following month. This report shall summarize service by type and place performed and shall also include the status of any third party cost recoveries. CONTRACTOR shall work with the MCSO in revising any necessary statistical reporting and provide same at no charge to the COUNTY for the first 12 months of this AGREEMENT. Should additional reports be required following the first 12 months, the parties shall agree to an hourly rate for any CONTRACTOR time associated with developing the report(s). The annual and monthly reports should include, but are not limited to:
  - (1) Inmate visits at sick cell (reported by type, e.g. RN, PA/NP)
  - (2) Inmate visits by physician
  - (3) Inmate visits by dentist
  - (4) Crisis calls and 911 calls
  - (5) Inmate deaths

- (6) Suicide attempts
- (7) Inmates on medication
- (8) Psychotropic medication
- (9) Outpatient care medical unit admissions, patient days, and average length of stay
- (10) Hospital admissions, patient days, and average length of stay
- (11) Transfers to off-site hospital emergency departments
- (12) Discharge summaries received from hospitals and clinics
- (13) Medical specialty consultation referrals
- (14) Intake medical screening
- (15) Consent for medical care signed
- (16) 14-day health inventories
- (17) Diagnostic studies
- (18) Communicable disease reporting
- (19) Documentation on all medical screening/exams performed including pre-booking screenings
- (20) Medical refusals at time of initial booking
- (21) Inmate requests for various services;
- (22) Inmates seen by psychiatrist;
- (23) Inmates seen by OB/GYN;
- (24) Inmates seen by case manager;
- (25) Out Patient Housing Unit admission, patient days, average length of stay;
- (26) Mental Health referrals;
- (27) Medical specialty consultation referrals;
- (28) Intake medical screening;
- (29) History and physical assessments;
- (30) Psychiatric evaluations;
- (31) Specialty clinics attendance and screenings in house;
- (32) Diagnostic studies;
- (33) Report of third party reimbursement , pursuit of recovery;
- (34) Percentage of inmate population dispensed medication;
- (35) Inmates testing positive for venereal disease;
- (36) Inmates testing positive for AIDS or AIDS antibodies;
- (37) Inmates testing positive for TB;
- (38) Inmate mortality;
- (39) Number of hours worked by entire medical staff, specifying each post or shift and;
- (40) Other data deemed appropriate by the MCSO Jail Commander.

e. A daily statistical report shall be generated by TechCare® for MCSO administration shall include, but not be limited to:

- (1) Current Statistics:
  - Number of active inmates
  - Patients with a chronic medical condition



- Pregnant patients
- Patients with PREA designation
- Patients on medication
- Patients on mental health medication
- Patients on HIV medication
- Patients in CIWA monitoring
- Patients in COWS monitoring
- Patients on suicide watch
- Hospitalized patients including Report of status of inmates in local hospitals and infirmaries
- transfers to off-site hospital emergency rooms
- Offsite appointments scheduled for today
- Staffing rosters
- Suicide data (i.e., attempts and precautions taken)

(2) Previous Day Statistics:

- Intake screenings performed
- Mental health evaluations performed
- PPD reads
- Positive PPD
- Medical provider visits completed
- Nursing visits completed
- Mental health visits completed
- Dental visits completed
- Patients admitted to the infirmary/medical housing unit
- Patients sent to the ER
- Patient grievances submitted
- Communicable disease reporting
- A list of lost medical files
- Submit completed medical incident report copies
- Submit completed medical grievance report copies

f. *Objectives.* Quarterly and annual summaries shall be submitted to the COUNTY describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. This report shall contain data reflecting the previous month's workload, without identifying the inmates' personal information.

g. *Schedules.* Reporting and Scheduled Reviews shall adhere to the following:

(1) All reports should be provided to the Jail Commander.

(2) Reports for monthly reports shall be submitted on the fifth calendar day of

each month.

- h. Off-site Activity/Cost Report.* CONTRACTOR shall provide an off-site activity/cost report by the 20th of each month. The report shall contain all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits for any off-site activity exceeding the catastrophic limit set forth in Exhibit B.

### **23. MISCELLANEOUS REQUIREMENTS:**

1. At the request of Sheriff's Corrections personnel, CONTRACTOR will provide an assessment of an Inmate's ability to physically perform various work assignments.
2. CONTRACTOR will review, evaluate and respond to Inmate inquiries, writs, complaints and grievances in a timely manner, and in accordance with the established policies and procedures of the MCSO Corrections Division.
3. CONTRACTOR is responsible for providing the services of this contract without regard to unusual events or circumstances, including, but not limited to:
  - a. Labor stoppages;
  - b. Riots;
  - c. Fires;
  - d. Natural disasters;
  - e. Extended power failures;
  - f. Equipment failures;
  - g. Other conditions that would result in the disruption of normal operations.
4. CONTRACTOR shall cooperate fully in aiding MCSO to investigate, adjust, settle, or defend any claim, action, or proceeding brought in connection with the operation of the MCSO Jail's health programs with which CONTRACTOR's counsel for writs of habeas corpus or for any legal action against the Jail.

### **24. MEDICAL RECORDS:**

- a. *Maintenance*: Individual inmate health records shall be fully and properly maintained, including but not limited to
- (1) Pre-screen history;
  - (2) Medical evaluation reports; including, but not limited to, safety and sobering cell encounters, segregation rounds and emergency response records.
  - (3) Complaints of injury or illness and action taken;
  - (4) Physician orders;
  - (5) Progress notes;
  - (6) Names of all personnel treating, prescribing, and/or issuing education
  - (7) Medications administered;
  - (8) All laboratory, x-ray, and other documentation of treatment provided ,  
and;
  - (9) Documentation of all off-site services.
- b. *Confidentiality*. CONTRACTOR shall maintain confidentiality of the health care records as is required by HIPPA. All medical records shall be and remain the property of the COUNTY. In the event of a contract termination , CONTRACTOR shall confirm COUNTY has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices
- c. *Audit*. CONTRACTOR shall cooperate with the COUNTY and third parties authorized by COUNTY for medical records review.
- d. *Reporting*. CONTRACTOR shall prepare and submit regular reports to the COUNTY unless otherwise stated reports are to be submitted on July 1st of each year and at other times as requested by COUNTY.
- e. *Electronic Medical Records System*. CONTRACTOR will provide its proprietary electronic medical records software system ("software") commonly referred to as TechCare® for use in the Jail. CONTRACTOR shall maintain ownership of this software and the COUNTY shall be entitled to quantitative and select information as required by the COUNTY. At the termination or expiration of this Agreement, CONTRACTOR shall remove the software. All Inmate medical information contained by the software will be provided to the COUNTY in a mutually acceptable media format.

During the term of this Agreement, COUNTY shall keep this software and all information pertaining to it confidential at all times. Furthermore, the COUNTY agrees that it will not:

- i. Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not COUNTY governmental entities;



- ii. Permit third-party access to, or use of, the software, except as permitted in within this Agreement;
- iii. Create derivative works based on the software;
- iv. Reverse engineer, disassemble, or decompile the software; or
- v. Remove any identification or notices contained on the software.

The COUNTY, MCSO and/or Jail will notify CONTRACTOR in the event either party becomes aware of any unauthorized third-party access to, or use of, the software.

CONTRACTOR shall be responsible for providing a firewall, maintenance, backup data, virus corruption, and licenses for this software.

CONTRACTOR will install, maintain, and support an information technology infrastructure within the Jail. This infrastructure will be utilized only by CONTRACTOR's staff to support the provision of healthcare services within the facility. Pre-existing County information technology resources including computers, printers, network accounts, etc. will be discontinued for healthcare staff. In addition, all County computer equipment will be removed from the work areas of healthcare staff in order for CONTRACTOR IT provided equipment to be installed and utilized during the term of this Agreement.

CONTRACTOR shall provide the EMR System so that it shall:

- i. Provide CONTRACTOR's EMR system limited access to the Jail Management System (JMS) in compliance with legal restrictions on the data.
- ii. Provide MCSO staff limited accessibility to the EMR System in compliance with legal restrictions on the data. CONTRACTOR shall provide access at no cost to COUNTY, including payment of any licensing and use fees.
- iii. Be properly maintained and serviced, including computers, computer systems, hardware, and equipment. (COUNTY is responsible for the maintenance and servicing of its computer systems, terminals, hardware/servers, workstations hardware, and equipment for Jail Management System.)
- iv. Work with MCSO IT staff as needed or directed by COUNTY.
- v. Have its own secure network.

CONTRACTOR shall obtain MCSO's approval of intended applications and

systems before installation.

CONTRACTOR is responsible for all costs of the EMR System, including payment of COUNTY costs associated with developing and maintaining software interface between the JMS and EMR systems. CONTRACTOR shall complete an interface with JMS within 30-days of the start of provision of medical Services.

Mental health, medical, and dental records of each inmate are the property of the COUNTY. The CONTRACTOR will maintain confidentiality of records as required by all applicable Federal, State and local laws and regulations and recognized practices of the general medical community. The CONTRACTOR shall have access to and shall be responsible for maintenance of all medical records necessary for the CONTRACTOR to accomplish the contract requirements. The COUNTY's designee providing oversight for contract activities shall have access to all medical records during the term of the Agreement. Records which are scheduled for destruction under approved retention schedules of the STATE of California and the COUNTY shall be returned to the COUNTY for destruction. At the termination of the Agreement, mental health, medical and dental records shall be returned to the COUNTY.

Contractor shall make a reasonable effort to obtain inmates' previous medical records to assure continuity of care.

CONTRACTOR will cooperate with COUNTY and third parties authorized by COUNTY for medical records review. In doing so, the parties hereby agree that CONTRACTOR may respond to any and all third-party request for records through electronic means, to include utilization of cloud based services, so long as any release of medical records are provided in an acceptable Health Information Portability and Accountability Act (HIPAA), and/or Health Information Technology for Economic and Clinical Health (HITECH) compliant format, to include encrypted electronic transmission.

**25. LEGAL REQUIREMENTS IN THE PROVISION OF SERVICES** - Nothing in this Agreement shall be deemed to reduce or modify any Title 15 requirements; CONTRACTOR must comply with Title 15 and all other legal requirements for the provision of medical services to inmates, as they may be modified from time to time. If CONTRACTOR feels that there is any conflict in meeting the requirements of this Agreement and meeting all other legal requirements, it shall immediately notify COUNTY in writing of the perceived conflict.

**26. TRANSITION:**

- a. *Transition Team.* For transition to and from providing services, CONTRACTOR and COUNTY shall establish a transition team composed of Shannon Matthews



and Alicia Clarke medical and/or correctional staff, including medical records and clinical representatives, and any COUNTY identified consultants.

CONTRACTOR shall follow the transition plan approved by the COUNTY.

CONTRACTOR shall cooperate fully with, as applicable, the prior or subsequent vendor in effecting a smooth transition.

- b. *Transition to Providing Services.* CONTRACTOR shall provide Transition Activities as set forth below and shall work cooperatively to transition into providing services. CONTRACTOR shall be responsible for, but not limited, to the following:

- (1) Preparing proposed transition plan;
- (2) Preparing a strategic/operational plan;
- (3) Conducting in-service training to COUNTY and CONTRACTOR staff;
- (4) Supervision and development of a disease/injury oriented medical record system;
- (5) Developing drug utilization data and evaluating existing inventories;
- (6) Establishing professional contracts with referral facilities;
- (7) Personnel recruitment and hiring;
- (8) Ordering of supplies and equipment;
- (9) Developing both internal and external plans for emergency care;
- (10) Establishing reporting procedures;
- (11) Medical records, including electronic medical records software systems;  
and
- (12) Transition of services from the current vendor, including but not limited to pending and future appointments and follow up on care needs for current and active medical cases: and all applicable licensure requirements shall be met prior to the start of the contract. A written list with the names, years of experience, and types of license held for persons who will be providing these services must be given to the MCSO during the transition phase.
- (13) Coordination and development of policies and procedures

- c. *Transition from Providing Services.*

(1) *Conclusion.* In the event CONTRACTOR will no longer be providing services for any reason including but not limited to termination of the Agreement, CONTRACTOR shall be responsible for ensuring that the management, operational, and reporting responsibilities for health services are transferred as efficiently as possible and with as little interruption as possible. CONTRACTOR shall cooperate fully with the COUNTY and any service provider(s) during the transition.

(2) *Continuity of Care.* CONTRACTOR shall allow their personnel to apply for and receive a position with the new provider(s) without penalty or payment of a finder's fee, or any other fee, assessment or charge of any nature, assessed to such provider or the COUNTY.

27. **NOTIFICATION OF PROPOSED SETTLEMENT.** CONTRACTOR shall notify COUNTY Risk Management and COUNTY Counsel of any compromise and/or settlement of any claim or legal action related to the provision of services under this Agreement. CONTRACTOR shall notify COUNTY as soon as possible after an agreement has been reached. CONTRACTOR shall notify COUNTY prior to the final acceptance and execution of any such compromise, settlement, or other agreement regarding litigation to which the COUNTY is a party. This shall not apply to CONTRACTOR's employer and employee or union matters that do not relate to or impact the provision of services under this Agreement, unless COUNTY is a named or interested party. The addresses for purposes of this notification are:

County Counsel  
501 Low Gap Road  
Ukiah CA 95482

**28. PUBLIC COMMUNICATIONS:**

- a. CONTRACTOR shall immediately notify MCSO of any inquiries from the media regarding the services provided and coordinate any response with the MCSO. Notification for purposes of this section shall be to the Jail Commander via e-mail or to 951 Low Gap Rd. Ukiah, CA.
- b. CONTRACTOR shall not disclose any information regarding inmates, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37) and all other relevant laws and regulations.
- c. With regard to any claim or lawsuit tendered to the CONTRACTOR, regardless of whether a reservation of rights is issued, the



CONTRACTOR and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with the COUNTY.

**29. HEALTH AUTHORITY AND SUPERVISING PHYSICIAN:** CONTRACTOR shall designate (an) appropriately qualified employee(s) to serve as Health Authority and Responsible Physician for the jail within the meaning of 15 CCR 1006. CONTRACTOR shall ensure that all functions of those positions, including the creation of appropriate written policies, are performed as required by law.

**30. WRITTEN POLICIES:** CONTRACTOR shall maintain an updated on-site procedures manual that meets all state and federal regulatory requirements and is coordinated with the MCSO Corrections Administration for consistency of applicable standards, as well as the requirements of MCSO as defined in Title 15, Section 1206. A separate communicable disease manual shall also be maintained onsite. A written policy and procedure manual applicable to COUNTY will be completed and a copy delivered to the Sheriff prior to commencement of services. Any subsequent revisions and/or additions to such policies, procedures and protocols will also be delivered to the Sheriff. Upon termination of this Agreement, said policy and procedure manual shall become the property of the COUNTY. The policies, procedures, and protocols to be developed under this Agreement shall include but not be limited to the following:

- a. A Health Care Procedures Manual within the meaning of 15 CCR §1206.
- b. A written policy on detoxification treatment in compliance with 15 CCR §1213.
- c. A written plan for the detoxification and treatment of vermin infested inmates in compliance with 15 CCR §1212.
- d. A written plan for the informed consent of inmates in a language understood by the inmate in compliance with 15 CCR §1214.
- e. A written plan and procedure for the secure storage, controlled administration and disposal of all legally obtained drugs in compliance with 15 CCR §1216.
- f. Written policies and procedures governing the use of psychotropic medications in compliance with 15 CCR §1217.
- g. A protocol for the interface between jail medical and psychiatric staff and Mendocino County Behavioral Health regarding restoration of competency for misdemeanants found incompetent to stand trial.
- h. A protocol for the interface between jail medical and psychiatric staff and Mendocino County Behavioral Health for assessment and



treatment of inmates who may be the proper subject for a conservatorship or crisis treatment services

- i. A natural disaster contingency plan.

All policies, procedures, and protocols developed by CONTRACTOR shall undergo periodic review and revision. Such review shall occur at minimum intervals required by applicable law, but in no event any less frequently than once every two (2) years.

CONTRACTOR shall:

- (1) Maintain a current copy of its Policies & Procedures Manual in the health services unit and accessible to all health care staff 24-hours a day with an electronic copy of the manual, with search capabilities accessible.
- (2) Thorough training regarding policies and procedures to ensure all onsite staff has a working knowledge of them.
- (3) Assure staff complies with the policies and procedures through on-site and corporate supervision.

31. **FELONY RESOTRATION:** CONTRACTOR is aware that COUNTY is in discussions with the State of California about the possibility of providing psychological and psychiatric services to those inmates charged with felonies but found incompetent to stand trial. CONTRACTOR agrees to engage in good faith negotiations to amend this AGREEMENT to address any changes necessary to provide such services.

32. **GRACE PERIOD:** Beginning January 1, 2018, CONTRACTOR shall have ninety (90) days to implement all services required pursuant to this Agreement, and during such time shall not be subject to any audits or staffing reimbursement requirements. As of the expiration of the 90 day period, the parties agree to meet and confer to discuss CONTRACTOR's progress in its implementation of required contractual services.

////////////////////////////////////[END OF DEFINITION OF SERVICES]////////////////////////////////////

## EXHIBIT B

### PAYMENT TERMS

1. CONTRACTOR shall receive the following fixed, four year term pricing for services provided. CONTRACTOR's pricing is based on an average daily population within the Jail of 305 Inmates and includes all CONTRACTOR's value-added services, as well as the equipment and software listed below.

<b>NaphCare, Inc. - Fixed Term Pricing</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>
Medical Personnel	\$1,786,697.20	\$1,858,165.09	\$1,932,491.69	\$2,009,791.36
Mental Health Personnel	\$490,336.00	\$509,949.44	\$530,347.42	\$551,561.31
Off-site Costs (\$25k Per Inmate Per Inpatient Episode)	\$300,000.00	\$312,000.00	\$324,480.00	\$337,459.20
Pharmacy Services	\$150,000.00	\$156,000.00	\$162,240.00	\$168,729.60
HIV Medication Cap	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
On-site Ancillary Services	\$32,330.00	\$33,623.20	\$34,968.13	\$36,366.85
Medical Supplies	\$25,000.00	\$26,000.00	\$27,040.00	\$28,121.60
Administrative Overhead	\$200,000.00	\$208,000.00	\$216,320.00	\$224,972.80
<b>Annual Cost</b>	<b>\$2,994,363.20</b>	<b>\$3,113,737.73</b>	<b>\$3,237,887.24</b>	<b>\$3,367,002.73</b>

2. Starting January 1, 2018, CONTRACTOR shall invoice COUNTY on the first of each month for an amount equal to one-twelfth (1/12) of the base contract value specified in Paragraph 1 for that year, as well as any separately itemized costs payable under this Agreement. COUNTY shall make payment within fifteen (15) days of receipt of invoice.
3. Value-Added Services

CONTRACTOR shall provide the following additional services at no additional charge to the COUNTY:

<b>Quantity</b>	<b>Medical Equipment – Description</b>
2	Vital Signs Machine
3	Glucometers
3	Pulse Oximeters
1	EKG Machines
3	Medication Carts
1	Treatment Cart
1	Crash Carts



1	Crash Bags
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Quantity	Technical Equipment – Description
1	Server
5	Desktop Computers
4	Laptop Computers
2	Copier/Scanner/Printer
5	Signature Pads
1	Installation/Support/Training

- Technical Equipment Value: \$ 75,000.00
- Medical Equipment Value: \$ 25,000.00
- *TechCare*® – EMR System Value: \$ 350,000.00
- **Total Added Value** **\$ 450,000.00**

4. Subject to the defined catastrophic limits, CONTRACTOR will identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to Inmates inside or outside the Jail.
5. CONTRACTOR will be responsible for all on-site medical costs as well as costs incurred to third-party vendors, including medical and dental care, and medical transportation, for Inmates that have been officially booked into and whom are physically located within the Jail. CONTRACTOR will provide emergency, medically necessary and non-emergency dental services, including but not limited to extractions, fillings. COUNTY shall reimburse CONTRACTOR for actual cost of hygienic cleanings.
6. CONTRACTOR will identify the need, schedule, coordinate and pay for any inpatient hospitalization of any detainee of the Jail. This will include all institutional charges, physician charges and any and all additional charges. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.
7. Subject to the defined catastrophic limits, CONTRACTOR will identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to Inmates inside or outside the Jail. This is to include psychiatric inpatient care as a result of a 5150 evaluation and/or behaviors that could result in injuries to the detainee and others.
8. Subject to the defined catastrophic limits, CONTRACTOR will provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.

9. CONTRACTOR's responsibility in cases where extensive medical treatment is necessary will be limited to Twenty-Five Thousand Dollars (\$25,000) in outside medical expenses per individual Inmate medical/surgical inpatient episode, per contract year. Episode means a single admission and discharge from a hospital and/or treatment with an off-site medical care provider. MCSO reserves the right to seek a second opinion in cases where extensive medical treatment is necessary, at MCSO expense. CONTRACTOR is not financially responsible for off-site mental health costs.
10. CONTRACTOR's responsibility for HIV medication will be limited to Ten Thousand Dollars (\$10,000) per fiscal year. Additionally, CONTRACTOR will bill back the County the cost of any/all Hepatitis C medications on a monthly basis.
11. Except as provided in 10 above, CONTRACTOR shall be responsible for the costs of all drugs prescribed by the CONTRACTOR's physician. The system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail. Licensed staff responsibility for controlled substances in restricted areas shall be clearly defined. Pharmaceutical management and medication room procedure shall be reviewed by a pharmacist on an annual basis. Pharmaceutical license shall be posted on-site.
12. CONTRACTOR will bill back the cost(s) to COUNTY of all departmental staff PPD (Purified Protein Derivative)/Tuberculosis, and/or other testing provided to COUNTY staff.
13. COUNTY shall reimburse CONTRACTOR for any and all costs associated with obtaining Institute for Medical Quality (IMQ) accreditation or re-accreditation on behalf of the COUNTY.
14. Should there be a significant change or modification to state or federal laws or regulations, Inmate census, standards of care, scope of services, or the number of facilities that result in a material increase of costs, coverage of such costs related to such changes are not included in this proposal and would need to be negotiated by the parties hereto.

**[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.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General/Professional Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Claims made professional liability coverage – one million dollars (\$1,000,000) per each occurrence and five million dollars (\$5,000,000) in the general aggregate.
- c. Excess liability coverage that is equivalent to the underlying limits stated above in the professional liability coverage.
- d. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

The insurances and the certificates of liability shall name COUNTY, its agents, officers and employees as additional insured. CONTRACTOR agrees to waive and provide a general waiver of subrogation for all insurance coverage referenced in this Agreement.

**[END OF INSURANCE REQUIREMENTS]**



## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The COUNTY of Mendocino is currently making electronic payments to all of our vendors and suppliers who qualify. 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 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 payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates [yatesm@mendocinoCOUNTY.org](mailto:yatesm@mendocinoCOUNTY.org) or 707-234-6860.

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

## 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).

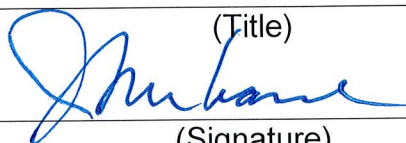
- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not 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.

James S. McLane

(Type Name)

Chief Executive Officer

(Title)



(Signature)

NaphCare, Inc.

(Organization Name)

2090 Columbiana Road, Suite 4000  
Birmingham, Alabama 35216

(Organization Address)

(Date)

**THOMAS D. ALLMAN**  
Sheriff-Coroner



**Undersheriff Randy Johnson**

**Captain Gregory L. Van Patten**  
*Field Services*

**Captain Tim Pearce**  
*Corrections*

## **County of Mendocino Office Of The Sheriff-Coroner**

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To: The Honorable Board of Supervisors

From: Thomas D. Allman, Sheriff; Carmel J. Angelo, Chief Executive Officer

Date: September 19, 2017

Subject: **Staff Report on RFP for Jail Medical and Mental Health Services**

The process of going out to bid was predicated on two issues: 1. the term of the contract was nearing its termination date; and 2. As a best practice, it was time to evaluate the correctional medical care market. The following steps were taken:

On February 9, 2017, we released the Request for Proposal SO-2017-002. The request was for medical and mental health service for inmates held in the Mendocino County Jail.

On March 20, 2017, we conducted a Bidder's Conference and three companies attended. The companies were California Forensic Medical Group, NaphCare, and Correct Care Solutions. After the Bidder's Conference, addendums were completed and issued to all three companies. It was also posted on the Mendocino County Request for Proposal webpage. All information related to the RFP and addenda's issued can be viewed at:

<https://www.mendocinocounty.org/Home/Components/RFP/RFP/10/181?npage=3&seldept=21>

On April 7, 2017, three proposals were received. California Forensic Medical Group, NaphCare, and Correct Care Solutions companies submitted proposals.

On April 10, 2017, Lieutenant John Bednar began the due diligence process, which included an internet search and reference checks of each proposal.

On April 19, 2017, an evaluation review panel convened and received the RFP's. The members of the panel included the following: Three representatives from MCSO, one from Mendocino County Executive Office (CEO), one Board of Supervisors representative, one Community Partner, and one Health and Human Services Agency/Behavioral Health representative.

A follow up meeting occurred to formulate questions for the top two proposers, California Forensic Medical Group and NaphCare in order to clarify questions that came up after

reviewing the proposals. These questions were sent to both companies and were part of the oral presentation.

On April 26, 2017, the oral presentations occurred. The third provider Correct Care Solutions was not invited to the oral presentation meeting as the evaluation review committee determined the staffing plan and budget unrealistic and not responsive to the RFP, and therefore, they did not recommend moving them forward through the next phases of the evaluation review process.

On May 12, 2017, the committee met again to finalize the evaluation of the two proposals and receive oral presentations. During the evaluation committee's round table, it became clear that NaphCare was the top choice amongst the panelists. The consensus was that NaphCare's written proposal, their performance in the oral presentation, and the results of the due diligence process demonstrated that they were the best solution for Mendocino County.

Based on the following, NaphCare was the most responsive proposer:

1. Their price for the services as described in the RFP were approximately \$418,994.37 less than CFMG.
2. Their insurance coverage is superior to CFMG. They carry a \$6 million per incident and \$10 million in total aggregate, at no extra cost to the County.
3. After the evaluation and comparison process, there was little difference in the quality of care they provide to their customers as compared with CFMG.
4. The common theme of feedback from NaphCare customers was: they were impressed with how they stick to the RFP and contract, their communication is open and clear, and they rapidly resolve problems. The only concerns expressed were over staff retention.
5. It appears as if their e-record system is very thorough and scalable.
6. During the oral presentation, they were professional and engaged. They provided well thought out answers and came across authoritative and forthright.

Due to the gravity of choosing the best suited medical provider to serve the inmate population and deference to our relationship with CFMG, the evaluation review committee urged additional due diligence through site visits and to contract with a specialist in the field of corrections medical care.

On May 16, 2017, the Executive Office notified all proposers that additional due diligence was necessary which resulted in the need to temporarily extend the current contract between the County of Mendocino and CFMG for additional six months, terminating on December 31, 2017.

On May 22, 2017, The Executive Office contracted with Rebecca Craig, RN to perform a clinical review of the top two proposals. Rebecca has served with the California Medical Association and has extensive experience performing IMQ inspections. She also worked at the Board of State and Community Corrections as a field representative.

On June 24, 2017, a site visit was coordination with Washoe County Jail, a current Naphcare customer. In attendance were CEO Carmel J. Angelo, Rebecca Craig, Lieutenant John Bednar, Sheriff Thomas Allman and Captain Tim Pearce. We met with NaphCare

representatives and administrative officials from Washoe County Sheriff's Office. From the Sheriff's Office/Jail staff's perspective, the medical operation and interactions with custody staff was professional and seamless; not unlike what occurs at our County's Jail facility. The meetings with the administration and NaphCare went well and were informative. The administration is pleased with NaphCare's service, with their one concern being over staffing. As was discovered during this evaluation review process, all medical providers are experiencing nurse retention issues and struggle with hiring nurses who possess the correct credentials.

On August 16, 2017, the evaluation review panel met to complete the scoring process. The panel was briefed on the County's findings and Rebecca Craig's report from the site visit at Washoe County. The evaluation review committee was also briefed about a meeting that was held on August 4, 2017, between Captain Pearce and an employee from the investment firm that currently owns CFMG. It was revealed during this meeting that the investment firm's business model appears to be based upon them acquiring companies, rehabilitating them and selling them for a profit. The investment firm's typical time frame for a potential sale is within approximately five years. This practice is a concern to the County given CFMG has been owned by this investment firm for approximately five years leaving the future ownership of CFMG unclear during a possible future contract term.

The following is a summary of the evaluation review panel results:

<b>RFQ/RFP (SO- 2017-002) Inmate Medical and Mental Health Services - Evaluation Summary</b>								
	<b>Rater 1</b>	<b>Rater 2</b>	<b>Rater 3</b>	<b>Rater 4</b>	<b>Rater 5</b>	<b>Rater 6</b>	<b>Rater 7</b>	<b>Total:</b>
<b>NaphCare</b>	385	435	460	440	400	415	387.5	<b>2922.5</b>
<b>CFMG</b>	360	385	375	420	385	370	375	<b>2670</b>
<b>Correct Care Solutions</b>	350	355	300	240	235	255	242.5	<b>1977.5</b>

Recommendation:

After a considerable amount of time, due diligence, thought and discussion, it is the unanimous consensus of the review panel, the MCSO and the Executive Office that the Board of Supervisors direct staff to negotiate a contract with NaphCare.



# COUNTY OF MENDOCINO

Mendocino County Sheriff-Coroner Office (MCSO)  
951 Low Gap Rd. ♦ UKIAH, CA 95482 ♦ (707) 463-4411  
mcsso-contracts@co.mendocino.ca.us

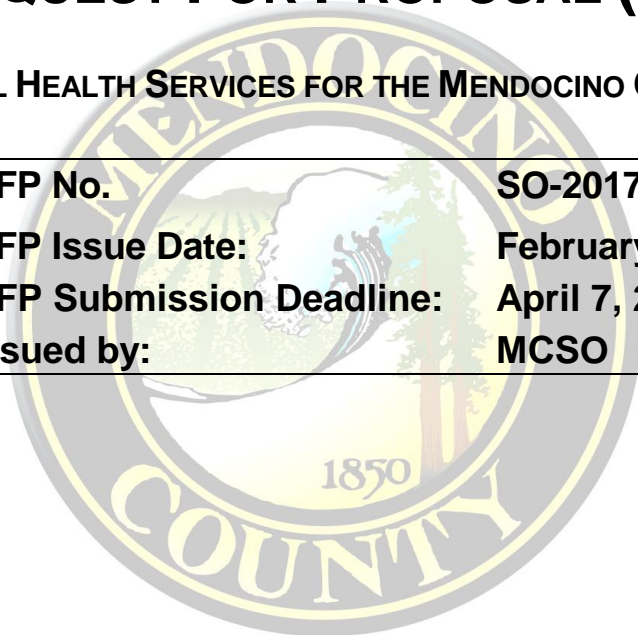
## REQUEST FOR PROPOSAL (RFP)

**MEDICAL HEALTH SERVICES FOR THE MENDOCINO COUNTY JAIL**

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<b>RFP No.</b>	<b>SO-2017-002</b>
<b>RFP Issue Date:</b>	<b>February 9, 2017</b>
<b>RFP Submission Deadline:</b>	<b>April 7, 2017</b>
<b>Issued by:</b>	<b>MCSO</b>

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## REQUEST FOR PROPOSAL

### MEDICAL HEALTH SERVICES FOR THE MENDOCINO COUNTY JAIL COUNTY OF MENDOCINO

RFP No.	SO-2017-002
RFP Issue Date:	February 9, 2017
RFP Submission Deadline:	April 7, 2017

#### I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino to seek proposals for Medical Health Services for the Mendocino County Jail.

The purpose of the RFP is for Medical Health Services for the Mendocino County Jail..

#### II. DEFINITIONS

**COUNTY** – The County of Mendocino.

**VENDOR** – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

**CONTRACTOR** – A vendor who signs a contract with the COUNTY to perform services.

#### III. PROPOSAL SUBMISSION GUIDELINES

- A. Vendors must submit five copies of their proposal: Five complete paper copies with original Vendor signature, and one complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. SO-2017-002", and delivered by 2:00 p.m. April 7, 2017 to:

Mendocino County Sheriff-Coroner Office  
Attn: Dora Briley  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

**Late or facsimile proposals will not be accepted.** It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. ***Proposals received after the date and time specified will not be considered.*** Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
  - Attachment B – Proposal Checklist/Table of Contents
  - Executive summary of proposal
  - Scope of services
  - Company background and experience
  - Proposal cost plan and narrative (as identified in Section XIII)
  - Attachment C – Exceptions to RFP
  - Attachment D – Letters of Reference
  - Attachment E – Certificate of Non-collusion
  - Insurance coverage/certificate of insurance
  - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Mendocino.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.

- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment H).

#### IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquiries and correspondence shall be directed to:
  - Procedural inquiries: Dora Briley  
951 Low Gap Road  
Ukiah, Ca. 95482  
(707) 463-4408  
[Mcsso-contracts@co.mendocino.ca.us](mailto:Mcsso-contracts@co.mendocino.ca.us)
  - Technical inquiries: Captain Timothy Pearce  
(707) 463-4559  
[Mcsso-contracts@co.mendocino.ca.us](mailto:Mcsso-contracts@co.mendocino.ca.us)
- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**

- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

#### V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

#### VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Letter of interest and Request for Proposals mailed to prospective proposers	<b>February 9, 2017</b>
Inquiry Deadline	<b>March 6, 2017</b>
Pre-Bidders Meeting	<b>March 20, 2017</b>
RFP Submission Deadline	<b>April 7, 2017</b>
Presentations/Demonstrations	<b>April 25, 2017</b>
RFP Selection and Notification	<b>April 28, 2017</b>
County Board of Supervisors Approval of Recommendation(s)	<b>June 6, 2017</b>
Approximate Contract Start Date	<b>July 1, 2017</b>



**VII. SELECTION PROCESS**

- A. The County reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:
1. The proposals must adhere to the instructions and format as specified in this RFP.
  2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
  3. Vendors may be required to make an oral presentation and interview before final selection is made.
  4. The County may evaluate any information from any source it deems relevant to the evaluation.
  5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

**VIII. SELECTION CRITERIA**

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:

- a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
- b. Experience of Vendor in providing services and quality of work.
- c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
- d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
- e. All criteria identified in Attachment F, Proposal Evaluation Form.

## **IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's

qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

G. Open Procurement

1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
  - a. Those contracts which State Law or, other law or regulation precludes this local preference.
  - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

**X. BACKGROUND INFORMATION**

The Mendocino County Sheriff's Office (MCSO) has contracted for medical health services for the jail since 1990 to provide medical services to inmates housed in the Mendocino County Jail.

Mendocino County corrections system has one adult correctional facility located in Ukiah. Average daily population in 2016 was 306 with a capacity of 301 beds.

It is the intent of this RFP to locate qualified vendors who are interested and able to provide and coordinate comprehensive medical care services (including mental health and dental) and associated systems of care for inmates at the Mendocino County Jail. The elected vendor shall work cooperatively with MCSO, the Mendocino County Health and Human Services Agency and their behavioral health contractors and the local hospitals. The provision of inmate health services by the vendor shall include comprehensive medical care including administering and prescribing medicine, women's health, dental care, behavioral health care, clinic time and other services as more specifically identified in this RFP.

The County intends to award a three-year contract (with one two year option to renew and an additional one year option to the bidder selected as most qualified in providing the medical health care services that meet the needs of the County inmates.

**XI. SCOPE OF WORK**

The scope of work for the project includes:

**A. Bidder Qualifications:**

1. Bidder must be qualified and experienced in providing safe and secure comprehensive medical care services (including mental health and dental) in a correctional environment.
2. Bidder shall be regularly and continuously engaged in the business of providing comprehensive medical care services for at least ten (10) years in a correctional facility. Bidder shall have minimum one year experience providing medical care services in a California corrections facility within the last three years.
3. Staff Minimum Qualifications: The medical professionals and individuals providing services through the Bidder MUST individually meet certain minimum qualifications. Each position must work within the scope of their practice as regulated by the State of California.

- a. As per Title 15, Article 11, Section 1203, Health Care Staff Qualifications: State and/or local licensure and/or certification requirements and restrictions, including those defining the recognized scope of practice specific to the profession, apply to health care personnel working in the facility the same as to those working in the community.
- b. Supervising Doctors and Nurses: Each supervising doctor and nurse must have at least three years' experience in medical practice at a correctional facility after obtaining his or her credentials.
- c. Health Services Administrator: The Health Services Administrator must have at least three years' experience providing similar services in a detention and/or correctional facility.
- d. Other Supervisors: All other supervisors must have at least three years' experience in the profession they are supervising, providing similar services in a detention and/or correctional facility.
- e. All individuals: All service providers, employees and sub-contractors working at the detention and correctional facility must pass and maintain, to the satisfaction of the Mendocino County Sheriff Office (MCSO), a security and background check performed by the MCSO. Failure to pass, divulge information or comply with the background process will prohibit an individual from entry into MCSO facilities. Any security and background checks performed by MCSO shall be in addition to the new hire and routine background checks, reference checks and other procedures performed by the Bidder.
- f. Substantiation. The proposal must include the following information:
  - i. General
    - The titles of the professions, minimum educational levels, certifications, and licenses the individual in each position is required to have and maintain;
    - Staffing levels, with titles and anticipated shifts. For each proposed staffing position, the years of experience that Bidder will be requiring for that position must be identified. The proposed staffing levels must include the anticipated scheduling of such staff and specify the minimum levels of experience working in a detention and/or correctional setting that will be required. Bidder may identify



the level of experience for each proposed position by using the following ranges:

- New (0-2 years)
- Average (2-5 years)
- Experienced (5-10 years)
- Very experienced (10 years and over)

ii. Initial Staff, Services

- If known, Bidder may provide the names of the proposed staff with their education, certifications and licenses (including license numbers), which may be in resume format (business addresses are sufficient, home contact information for staff should not be provided).
- If awarded the contract, such documentation and verification is an ongoing requirement for all replacement staff of the successful Bidder.

iii. Medical, nursing, clinical and administrative personnel must be certified and licensed by the appropriate certification and/or licensing board, as required, by the State of California.

iv. 24-7 Registered Nurse (RN) at reception is required. This RN is to be present at intake of all inmates and provide triage services and supervise Licensed Vocational Nurses (LVN's).

v. Provide one psychiatric RN 40-hours per week.

vi. Provide two psychiatric RN's 40-hours per week for outreach to mental health partners, community based organizations, mental health court, the bridge program and case management.

vii. Provide Psychiatrist who will oversee mental health services program, six to eight hours per week either on site or via tele-psychiatric services.

viii. At a minimum, Bidder shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician

shall be on call seven days per week, 24-hours per day for emergencies.

**B. Medical Services-Health Care Delivery System**

**Bidders, explain how you will provide services noted in this section.**

- Include any policies, procedures and/or reports and notifications advising treatment plans.
- Include a description of employees responsible for managing incidents.
- Who is responsible for notifying incidents to public health officials?
- Who is responsible for documenting and keeping records and filing reports for incidents?
- What educational programs would occur to prevent future occurrences?

**1. Overview:**

- a. Bidder shall be responsible as the sole supplier and/or coordinator of the health care delivery system for the Mendocino County Jail.
- b. Bidder shall be responsible for all medical, dental and mental health care for all inmates at the Mendocino County Jail. The responsibility of Bidder for medical care shall commence with each inmate who has been medically cleared and has entered the facility and ends with the discharge of the inmate from the facility.
- c. Bidder shall administer emergency first aid at the Mendocino County Jail to any employee or visitor at the Mendocino County Jail who requires such care.
- d. Bidder is responsible for providing subsequent facilities with inmates' medical records when inmates are transferred to other facilities.
  - i. Transfer of Health Records: Health records of an inmate, who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.
  - ii. Tuberculosis: Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Bidder in compliance with statutory and regulatory requirements.

- e. Disaster Plan for provisions of comprehensive medical care services during a natural disaster. Bidder shall implement a contingency plan to provide medical services to inmates following a natural disaster or declared state of emergency.
- f. First Aid Kits (Both buildings, inmate services, kitchen, laundry, court, holding, booking, vehicle sally port and transportation vehicles.) Kits to be checked for supplies every month and restocked when necessary.
- g. PPD (Purified Protein Derivative)/Tuberculosis testing for all departmental staff as required by OSHA Standards. This service is to include Tuberculosis solution, syringes, alcohol wipes and documentation.
- h. Infectious Outbreaks. Bidder is responsible for handling infectious and communicable diseases such as chicken pox, lice or flu outbreak.
- i. Bidder shall provide a consultation service to the Mendocino County Sheriff on any and all aspects of the health care delivery system at the Mendocino County Jail. Including:
  - i. Review of hospital bills
  - ii. Evaluations and recommendations concerning new programs or Architectural plans
  - iii. Staffing patterns for new facilities
  - iv. Alternate pharmaceutical and other systems
  - v. Any other matter relating to this contract
- j. Bidder shall give their plan for an Opioid Treatment Program, which is an onsite methadone detoxification program for inmates who were enrolled in a methadone maintenance treatment program in the community prior to incarceration.
- k. Must meet the national standards (as defined by the Commission on Correctional Healthcare) on Alcohol and Other Drugs (AOD) withdrawal protocol, including Opioids.
- l. Health care services must be provided in compliance with the standards set forth by Title 15, Division 1, Chapter 1, Subchapter 4, Minimum Standards for Local Detention Facilities as applicable to Type II facilities.

- m. Bidder shall be responsible for maintaining and complying with an updated procedures manual that meets the requirements of applicable standards outlined in Title 15.
  - n. Public Health Notification: Bidder is responsible for notifying the appropriate Public Health agencies of reportable illnesses and communicable diseases and will make such reports prior to inmate release where possible.
- 2. Medical Services:** *Bidders to provide examples, descriptions of how they cover the following items.*
- a. Medical Intake, Health Assessment and Care.
    - i. This shall include all inmate paperwork associated with the California Department of Health Care Services Medi-Cal County Inmate Program.
  - b. Provide examples of how past provided coordination of mental health services were handled in correctional facilities.
  - c. Bidder shall provide the dental program for the entire inmate population. The program shall provide for basic dental services including extractions, fillings and emergency dental care. As a part of the comprehensive health assessment, dental screening shall be given to all inmates within 14 calendar days of their admission to the MCSO Jail. A dental screening shall include charting decayed, missing and filled teeth, and taking a dental history of the detainee. A dental record shall be maintained as part of the medical record of the inmate.
  - d. Bidder shall provide a pharmaceutical delivery system for the Mendocino County Jail, beginning with the physician's prescribing of medication, the filling of the prescription, the dispensing of medication and the necessary record keeping. The Bidder shall be responsible for the costs of all drugs prescribed by the Bidder's physician. The system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Mendocino County Jail. Licensed staff responsibility for controlled substances in restricted areas shall be clearly defined. Pharmaceutical management and medication room procedure shall be reviewed by a pharmacist on an annual basis. Pharmaceutical license shall be posted on-site.

- e. Bidder shall make all referral arrangements for treatment of those committed persons with problems which may extend beyond the scope of services provided on-site.
- f. Bidder shall provide a medical detoxification program for drug and/or alcohol addicted inmates, which shall be administered as medically indicated.
- g. Bidder shall provide for the special needs of pregnant and postpartum women following the pregnant female protocols established by statute or regulation and County policies and procedures. Any new protocols must be approved in writing by MCSO. Services including, but not limited to include:
  - i. Screening and testing for pregnancy at the time of booking a female inmate into the facility.
  - ii. Referral and coordination with a community based methadone treatment program experienced in the special needs of pregnant/postpartum clients.
  - iii. Prenatal education and counseling.
  - iv. Establishment of written agreements to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high risk conditions.

Bidder shall assure that arrangements are maintained whereby pregnant women with histories of drug dependency are evaluated on-site immediately and referred within four (4) hours for high risk obstetrical evaluation. Bidder shall coordinate and pay for enrollment and assessment services of pregnant opiate addicted women for methadone maintenance programs.

- h. Bidder shall be responsible for providing family planning services and education to female detainees pursuant to California Penal Code Section 3409, 4023.5 and other applicable laws.
- i. Bidder shall create or adhere to, whichever is applicable, its plan for meeting the requirements of the California Reproductive Privacy Act, as well as all reproductive rights under law.
- j. Bidder shall manage and facilitate follow up care after an inmate returns from an outside medical appointment or procedure.
- k. Bidder shall manage and facilitate discharge planning.
- l. Bidder shall coordinate services with outside health care systems.



- m. Bidder shall oversee continuity of services after release including coordination, if any, with public health agencies and community based organizations. Bidder shall supply appropriate medical personnel to attend any court proceeding as requested by COUNTY, involving any inmate whose medical history, condition, problem or status is at issue.
- n. Bidder shall provide health services as required by the courts pursuant to California Penal Code Section 4011.5 or any succeeding statute or code section.

**3. Mental Health Services:** Describe experience, protocols and organizational staffing plans for mental health services. Advise if the services were provided (1) directly or (2) if was done in coordination with a prior client agency's jurisdictions, Behavioral Health County Services or (3) an outside vendor.

- a. Identify the need, schedule, coordinate all non-emergency and emergency medical care rendered to inmates inside or outside the Mendocino County Jail. This is to include psychiatric inpatient care as a result of a 5150 evaluation and/or behaviors that could result in injuries to the detainee and others.
- b. Bidder shall identify the need, schedule, coordinate for all supporting diagnostic examinations, both inside and outside the Mendocino County Jail. Bidder shall also provide all laboratory services, as indicated.

**4. Medical Records:**

***Bidder to explain how they will comply with the following:***

- a. Maintenance: Individual inmate health records shall be fully and properly maintained, including but not limited to:
  - i. Pre-screen history
  - ii. Medical evaluation report
  - iii. Complaints of injury or illness and action taken
  - iv. Physician orders
  - v. Progress notes
  - vi. Names of all personnel treating, prescribing, and/or issuing education
  - vii. Medications administered

- viii. All laboratory, x-ray, and other documentation of treatment provided, and documentation of all off-site services.
- b. Confidentiality: Bidder shall maintain confidentiality of the health care records as is required by law. All medical records shall be and remain the property of MCSO. In the event of a contract termination, Bidder shall confirm MCSO has received and has access to the full updated and accurate records, to assure compliance with medical records retention practices.
- c. Audit: Bidder shall cooperate with MCSO and third parties authorized by MCSO for medical records review.

**5. Additional in-house services to be provided by Bidder's medical staff:**

- a. Annual training to all Correctional Deputies:
  - i. Bidder shall provide for on-going training programs for medical and correctional staff, as provided for by law or accreditation standards relating to pregnancy issues and review of medical protocol for pregnant inmates.
  - ii. Recognition and treatment of developmentally disabled;
  - iii. Signs and symptoms of an emergency;
  - iv. Signs and symptoms of chemical dependency; including a program for Opioid Treatment;
  - v. Communicable disease and transmission;
  - vi. CPR/First Aid/AED training;
  - vii. Signs and symptoms of mental illness, suicide prevention, excited delirium, impacts of use of force and follow up.

**C. Administrative Requirements**

- 1. Bidder shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this Agreement. A written policy and procedure manual shall be cross-referenced with the applicable corresponding sections of the policy and procedure manuals of MCSO jail. Once completed, a copy is to be delivered to the Sheriff prior to commencement of services. Any subsequent revisions and/or additions to such policies, procedures, and protocols will also be coordinated with the Sheriff.

Upon termination of this Agreement said policy and procedure manual shall become the property of MCSO.

2. Bidder shall comply with all MCSO departmental procedures as applicable to detention facilities and as determined by MCSO. This shall include but not necessarily be limited to, such items as inmate security, health policies set by the County Health Officer, mental health policies relating to the transfer and release of inmates, and accounting procedures as set and required by the County Auditor.
3. Bidder shall make available to COUNTY, on demand, all records relating to the satisfactory performance of this contract including provisions of Title 15 of the California Code of Regulations. Should COUNTY note any deficiencies as a result of an inspection of Bidder's records, Bidder will promptly respond in writing, including a plan to correct such deficiencies.
4. Bidder will implement a quality assurance program. Said program shall include:
  - a. Regularly scheduled audits of all aspects of detainee health care services, including dental and mental health, with documentation of deficiencies and plans for correction of deficiencies.

The quality assurance plan should include a provision for program audits by an appropriate "outside", neutral party (health services professional) on a quarterly basis. The Bidder will submit its quality assurance plan to the MCSO within forty-five (45) days of the effective date of this Agreement.
5. Bidder shall ensure that its staff documents all health care contact in the inmate's medical record.
6. Bidder shall cooperate with MCSO on any effort to receive funding from outside funding sources.
7. Bidder shall attend management, strategy planning, or quality assurance meetings as requested by MCSO. Bidder shall send either corporate management, the Program Administrator, or Medical Director as is deemed appropriate.
8. Bidder shall provide in-service medical educational programs for appropriate MCSO staff and Bidder staff as described in Bidder's proposal or as is reasonably requested by MCSO.

9. Bidder shall be responsible to coordinate use of emergency ambulance services. Ambulance services when deemed necessary by the Bidder, will be paid by the Bidder. The Sheriff shall provide and pay for routine transportation of prisoners, not requiring an ambulance, between the facilities and any medical facility within the State of California and between medical facilities as the Bidder may deem necessary and appropriate for the medical care of the prisoner. The Sheriff shall provide and pay for security, in connection with all transportation mentioned in this paragraph.
10. Bidder and Sheriff shall be responsible for ensuring that their staff reports any problems and/or incidents of mutual concern to their appropriate designees.

### **11. Statistical Reporting**

- a. Bidder shall not publish any findings based on data obtained from the operation of this Agreement without the prior consent of MCSO, whose written consent shall not be unreasonably withheld.
- b. A monthly statistical report prepared in a format approved by the Sheriff, which includes health care activities occurring both inside and out of the facility, shall be delivered to Sheriff by the 15th calendar day of the following month. This report shall summarize service by type and place performed and shall also include the status of any third party cost recoveries. The report should include, but is not limited to:
  - i. Inmate visits at sick cell (reported by type, e.g. RN, PA/NP)
  - ii. Inmate visits by physician
  - iii. Inmate visits by dentist
  - iv. Crisis calls and 911 calls
  - v. Inmate deaths
  - vi. Suicide attempts
  - vii. Inmates on medication
  - viii. Psychotropic medication
  - ix. Outpatient care medical unit admissions, patient days, and average length of stay

- x. Hospital admissions, patient days, and average length of stay
- xi. Transfers to off-site hospital emergency departments
- xii. Discharge summaries received from hospitals and clinics
- xiii. Medical specialty consultation referrals
- xiv. Intake medical screening
- xv. Consent for medical care signed
- xvi. 14-day health inventories
- xvii. 4-day health inventories (juvenile)
- xviii. Diagnostic studies
- xix. Communicable disease reporting
- xx. Documentation on all medical screening/exams performed including pre-booking screenings
- xxi. Medical refusals at time of initial booking

#### **D. Compliance with Legal Requirements**

1. Bidder shall comply with all relevant legal requirements including but not limited to the following:
  - a. Female Inmates Rights Plan: Bidder is required to meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).
  - b. Inmates with Disabilities, Mental Health Issues and Gender Matters: Bidder shall comply with and abide by the federal and state laws as they relate to inmates, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue and matters involving transgender inmates. Bidder shall communicate and coordinate with Correctional staff to provide appropriate care and housing for ADA inmates.
  - c. Prison Rape Elimination: Bidder shall adopt and comply with the Prison Rape Elimination Act ("PREA") standards, and make information available to MCSO as required under 28 CFR Section 115.12, to demonstrate its PREA compliance. 28 CFR Section 115.401 requires Bidder to engage in and receive a PREA audit at least once during a three-year audit cycle. Bidder



will make available to the MCSO contract monitor the auditor's final report after completion of an audit. Until the first audit report becomes available, bidder shall demonstrate PREA compliance to MCSO by furnishing a copy of its PREA policy to the MCSO contract Monitor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to MCSO with the statutorily set time frame.

2. Lawsuits "Litigations": *Bidders to provide specific information on the following items.*
  - a. Provide how many times Bidder has been sued.
  - b. Provide past and current lawsuit information to include but not limited to:
    - i. The scenario of the lawsuit
    - ii. Final disposition of the lawsuit

#### **E. Miscellaneous Requirements**

1. At the request of Sheriff's Corrections personnel, Bidder will provide an assessment of an inmate's ability to physically perform various work assignments.
2. Bidder will review, evaluate and respond to inmate inquiries, writs, complaints and grievances in a timely manner, and in accordance with the established policies and procedures of the MCSO Corrections Division.
3. Bidder personnel will offer testimony in court and other legal proceedings when called upon to do so.
4. Bidder is responsible for providing the services of this contract without regard to unusual events or circumstances, including, but not limited to:
  - a. Labor stoppages;
  - b. Riots;
  - c. Fires;
  - d. Natural disasters;

- e. Extended power failures;
  - f. Equipment failures;
  - g. Other conditions that would result in the disruption of normal operations.
5. Bidder shall cooperate fully in aiding MCSO to investigate, adjust, settle, or defend any claim, action, or proceeding brought in connection with the operation of the MCSO facilities' health programs with which Bidder's counsel for writs of habeas corpus or for any legal action against the facility.

#### **F. Public Communications**

1. Bidder shall immediately notify MCSO of any inquiries from the media regarding the services provided and coordinate any response with the MCSO. Bidder shall not disclose any information regarding inmates, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37) and all other relevant laws and regulations, County policies and procedures. With regard to any claim or lawsuit tendered to the Bidder, regardless of whether a reservation of rights is issued, the Bidder and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with MCSO.

#### **G. Financial**

1. Subject to the defined catastrophic limits, Bidder shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Mendocino County Jail.
2. Bidder shall be responsible for all medical costs for inmates that have been booked into the jail. Bidder shall be responsible for all costs incurred to third-party vendors, including medical and dental care, and medical transportation, for inmates that have been booked into jail. Provide emergency, medically necessary and non-emergency dental services, including but not limited to extractions, fillings and hygienic cleanings.
3. Bidder shall identify the need, schedule, coordinate and pay for any inpatient hospitalization of any detainee of the Mendocino County Jail. This shall include all institutional charges, physician charges and any and all additional charges.

This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

4. Subject to the defined catastrophic limits, Bidder shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Mendocino County Jail. This is to include psychiatric inpatient care as a result of a 5150 evaluation and/or behaviors that could result in injuries to the detainee and others.
5. Subject to the defined catastrophic limits, Bidder shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.
6. Bidder's responsibility in cases where extensive medical treatment is necessary shall be limited to Twenty-Five Thousand Dollars (\$25,000) in outside medical expenses per individual inmate medical/surgical inpatient episode. Episode means a single admission and discharge from a hospital. MCSO reserves the right to seek a second opinion in cases where extensive medical treatment is necessary, at MCSO expense.
7. Bidder's responsibility for HIV medication shall be limited to Ten Thousand Dollars (\$10,000) per fiscal year.

**H. Request for Information Check List:** *did you answer or provide information requested?*

Scope of Work Topic		Section	
A. Bidder Qualifications		3. f.ii. Initial Staff, Services, first bullet	
B. Medical Services-Health Care Delivery System		1-5	
B. Medical Services-Health Care Delivery System		Medical Services, 1-15	
B. Medical Services-Health Care Delivery System		Mental Health Services, 1-2	
B. Medical Services-Health Care Delivery System		Medical Records, 1-3	
D. Compliance with Legal Requirements		1. a. & b.	

**XII. PROPOSAL FORMAT AND CONTENT**

**Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:**

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

**XIII. FORMAT OF COST PROPOSAL**

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

**XIV. CONTRACT**

A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

B. Execution of Contract

1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.



**D. Force Majeure**

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**E. Contract Term**

The term of the AGREEMENT(s) will be for a period of four (4) year(s) with the option to extend the AGREEMENT(s) up to three (3) additional one (1) year periods.

**F. Insurance**

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Contract.

**XVI. REJECTION OF PROPOSALS**

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

**XVII. GENERAL CONDITIONS**

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so

desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

#### Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 20).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

### **XVIII. LIST OF ATTACHMENTS**

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)  
Attachment B – Proposal Checklist/Table of Contents  
Attachment C – Exceptions to RFP  
Attachment D – Letters of Reference  
Attachment E – Certificate of Non-collusion  
Attachment F – Proposal Evaluation Form  
Attachment G – Sample Mendocino County Contract  
Attachment H – Mendocino County ePayables Information

**ATTACHMENT A**  
**PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

County of Mendocino  
Mendocino County Sheriff



RFP No. SO-2017-002  
Medical Health Services for the Mendocino County Jail

<b>RFP No.</b>	<b>SO-2017-002</b>
<b>RFP Issue Date:</b>	<b>February 9, 2017</b>
<b>RFP Submission Deadline:</b>	<b>April 7, 2017</b>

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No.SO-2017-002", and delivered by 2:00 p.m. April 7, 2017 to: Mendocino County **Sheriff-Coroner Office**, Attn: **Dora Briley, 951 Low Gap Rd., Ukiah, CA 95482.**

**Questions regarding this RFP should be directed to:**

- Procedural inquiries: Dora Briley  
951 Low Gap Rd.  
(707) 463-4408  
Mcsso-contracts@co.mendocino.ca.us
- Technical inquiries: Captain Timothy Pearce  
951 Low Gap Rd.  
(707) 463-4559  
Mcsso-contracts@co.mendocino.ca.us

**This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.**

**Vendor Authorized Representative**

Company Name:	_____	Date:	_____
Representative:	_____		
Title:	_____		
Phone:	_____		
Address:	_____	Fax:	_____
Federal Tax ID No.:	_____	Email:	_____

**RFP Contact Information (if different then above)**

Contact Person:	_____		
Title:	_____		
Phone:	_____	Fax:	_____
Address:	_____	Email:	_____

**Certifications:**

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?  
☐ YES    ☐ NO
2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?  
☐ YES    ☐ NO
3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.  
☐ YES    ☐ NO
4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?  
☐ YES    ☐ NO
5. Do you agree that the proposal amount includes all costs incident to the proposed contract?  
☐ YES    ☐ NO
6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?  
☐ YES    ☐ NO
7. Do you agree to be an ePayable as described in Attachment H?  
☐ YES    ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: \_\_\_\_\_  
(Printed name)  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT B PROPOSAL CHECK LIST/TABLE OF CONTENTS

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	



## ATTACHMENT C EXCEPTIONS TO RFP

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Authorized Representative: \_\_\_\_\_

(Printed name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D  
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

<b>Agency</b>	<b>Contact Name/Address</b>	<b>Phone No.</b>	<b>Dates Services Provided (From/Through)</b>

**ATTACHMENT E  
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_, 2017  
Date

**ATTACHMENT F**  
**COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM**  
**RFP No. SO-2017-002**  
**MEDICAL HEALTH SERVICES FOR THE MENDOCINO COUNTY JAIL**

Vendor Name: \_\_\_\_\_

Evaluated By: \_\_\_\_\_

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	35 points		
F.	Relevant Experience	25 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
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Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Scoring: (To be performed by the General Services Agency/Purchasing Agent)**

Weight      X      \*Rating (per Scale)      =      Points Total

\*Rating Scale: 5 = Excellent    4 = Above Average    3 = Average    2 = Fair    1 = Poor    0 = Unacceptable

**ATTACHMENT G – SAMPLE AGREEMENT****COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and \_\_\_\_\_, 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 [Services]; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Appendix A	Certification regarding Debarment, Suspension

The term of this Agreement shall be from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

**The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☐ Yes ☐ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☐ No

Grant No.: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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

By: \_\_\_\_\_  
Deputy**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County CounselBy: \_\_\_\_\_  
Deputy**INSURANCE REVIEW:**

RISK MANAGER

By: \_\_\_\_\_  
ALAN D. FLORA, Risk Manager**FISCAL REVIEW:**By: \_\_\_\_\_  
Deputy CEO/Fiscal**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: \_\_\_\_\_  
CARMEL J. ANGELO, Chief Executive Officer

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

**Exception to Bid Process Required/Completed** ☐ \_\_\_\_\_

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**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:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or

death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise 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.
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.
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 agrees to provide to a private, not-for-profit, successor and if there is none then 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.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

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  
Mendocino County Sheriff-Coroner Office  
Ukiah, CA 95482  
Attn: mcso-contracts@co.mendocino.ca.us

To CONTRACTOR: [Name of Contractor]  
[Number and Street]  
[City, State, Zip Code]  
ATTN:

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 and state laws pertaining to equal employment opportunity and that it shall engage in any unlawful discrimination.
  - 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, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
  - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, shall 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 and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
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 prior written notice. 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] shall not exceed \$[Contract Amount] 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.

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. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
  - 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. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
  - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
  - c. 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.
  - d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. **OTHER AGENCIES:**

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

**[END OF GENERAL TERMS AND CONDITIONS]**



**EXHIBIT A**

**DEFINITION OF SERVICES**

CONTRACTOR shall provide the following services:

**[END OF DEFINITION OF SERVICES]**

**EXHIBIT B**

**PAYMENT TERMS**

**[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.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

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 CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- 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.

[END OF INSURANCE REQUIREMENTS]

**Appendix A****CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

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(Type Name)

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(Organization Name)

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(Title)

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(Organization Address)

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(Signature)

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(Date)

**ATTACHMENT H  
MENDOCINO COUNTY EPAYABLES INFORMATION**

The County of Mendocino is currently making electronic payments to all of our vendors and suppliers who qualify. 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 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 payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Dennis Dow [dowd@co.mendocino.ca.us](mailto:dowd@co.mendocino.ca.us) or 707-234-6864.

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](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general-vanity-sg01vn000r_epayablesvendors-na)





# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4n)

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**To:** Board of Supervisors

**From:** Public Health

**Meeting Date:** October 26, 2021

**Department Contact:** Bekkie Emery

**Phone:** 707-463-7761

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Approval of Retroactive Agreement with Anderson Valley Community Services District in the Amount of \$66,000 to Sustain and Support Existing Advanced Life Support and Emergency Medical Services, Effective July 1, 2021 through June 30, 2022

**Recommended Action/Motion:**

Approve retroactive Agreement with Anderson Valley Community Services District in the amount of \$66,000 to sustain and support existing Advanced Life Support and Emergency Medical Services, effective July 1, 2021 through June 30, 2022; authorize the Emergency Medical Services County Liaison 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:**

June 3, 2014, Board Workshop;  
May 5, 2015, Item 4(h), Approval of 15-16 MOU;  
April 19, 2016, Item 5(c), Presentation and Approval of Funding;  
December 20, 2016, Item 4 (k), Approval of 16-17 MOU;  
December 19, 2017, Board Workshop, Item 4 (s), Approval of 17-18 MOU;  
June 6, 2018, Board Budget Presentation;  
October 16, 2018, Item 4(i), Approval of 18-19 MOU;  
June 4 and 5, 2019, Item 5(a), Board Budget Presentation;  
November 19, 2019, Item 4(i), Approval of 19-20 MOU;  
June 9 and June 10, 2020, Item 5 (a,b), Board Budget Presentation;  
December 8, 2020, Item 4(i), Approval of 20-21 Agreement No. 20-167.

**Summary of Request:**

The Public Health (PH) Department requests Board approval of the Agreement with Anderson Valley Community Services District to allow for a continuation of the Advanced Life Support (ALS) Enhancement Pilot Project in Boonville and surrounding areas. Initially expected to be a one-year project, approval for this fund dates back to Fiscal Year 2014-15, when the Board of Supervisors approved Memorandums of Understanding with service providers in vulnerable and underserved communities in Mendocino County to sustain and enhance ALS and emergency medical services. It has been expected that these services will continue until completion of the Request for Proposal to establish an Exclusive Operating Area for local

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**Item #: 4n)**

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ambulance providers.

The proposed Agreement with Anderson Valley Community Services District outlines expectations for Fiscal Year 2021-22, including provisions of the following:

- 1) A detailed agreement describing the partnership with an ALS Provider.
- 2) Monthly reports exhibiting ALS staffing supported with projects funds.
- 3) Quarterly reports, including financial, describing specific ALS enhancements that have been achieved within the system.
- 4) Lists of training opportunities, educational opportunities, or specific equipment/supply enhancements made possible through the Agreement.
- 5) A one-time detailed report upon conclusion of the Agreement describing challenges, opportunities and successes.

As outlined in California Health and Safety Code (Division 2.5, Chapter 4, Article 1, Sections 1797.200 - 1797.229), each county must designate a Local Emergency Medical Services Agency (LEMSA) for administration of emergency medical services. Oversight by the LEMSAs includes responsibility for implementation of ALS systems and monitoring of training programs. Pursuant to these guidelines, Mendocino County's LEMSAs have consulted with Public Health to develop the ALS Enhancement Pilot Project and cosigned the proposed Agreement.

The complexity of issues surrounding EMS delivery, changes in County staffing, challenges related to the ongoing COVID-19 pandemic, and the annual appropriation of this discretionary County General Funding delayed the contracting process and necessitated a retroactive start date.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How does this Item Support the General Plan?** This contract will support two items within the General Plan:

- 1) Goal DE-30 (Emergency Medical Services) To ensure that all citizens and visitors to the county have access to quality emergency medical services and that the county's EMS providers are supported through County policy and budgeted.
- 2) Policy DE-236: The County will support viable emergency response and transport services such as emergency medical services.

**Supervisory District:** District 5

**vote requirement:** Majority

**Supplemental Information Available Online At:** N/A

**Fiscal Details:**

**source of funding:** General Fund

**current f/y cost:** \$66,000

**annual recurring cost:** \$66,000

**budget clarification:**

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** No

**Agreement/Resolution/Ordinance Approved by County Counsel:** Yes

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**CEO Liaison:** Darcie Antle, Assistant CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Item #: 4n)**

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Executed By: Deputy Clerk

Final Status:Item Status

Date: Date Executed

Executed Item Type: item Number:

**Note to Department** Number of Original Agreements

Returned to Dept: Choose an item. Original Agreement Delivered  
to Auditor? Choose an item.

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Anderson Valley Community Services District**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

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

WHEREAS, COUNTY desires to obtain CONTRACTOR to sustain and support existing Advanced Life Support services; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment 1	Memorandum of Understanding between Anderson Valley CSD/Fire Department and Medstar Ambulance of Mendocino County, Inc. for Fiscal Year 2021/22

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 Sixty-Six Thousand Dollars (\$66,000) for the term of this Agreement.



**IN WITNESS WHEREOF  
DEPARTMENT FISCAL REVIEW:**

By: Bekkie Emery  
Bekkie Emery, Social Services Director

Date: 9/29/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 4016

Line Item: 86-3113

Org/Object Code: EM

Grant: ☐ Yes ☒ No

Grant No.:

**COASTAL VALLEYS EMS AGENCY**

By: Ken Banks for Bryan Cleaver  
Bryan Cleaver, EMS Agency Director

Date: 9/29/2021

**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: Carmel J. Angelo  
Risk Management

Date: 09/02/2021

**CONTRACTOR/COMPANY NAME**

By: Andres Avila  
Andres Avila, Fire Chief

Date: 10-8-2021

**NAME AND ADDRESS OF CONTRACTOR:**

Anderson Valley Community Services District  
PO Box 398  
Boonville, CA 95415  
Firechief.AVCSD@gmail.com  
707-895-2075

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: 09/02/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Darcie Antle  
Deputy CEO

Date: 09/02/2021

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: District \_\_\_\_\_



## **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  
PH – EMS  
1120 S Dora Street  
Ukiah, CA 95482  
Attn: Cindy Roper

To CONTRACTOR: Anderson Valley Community Services District  
PO Box 398  
Boonville, CA 95415  
Attn: Andres Avila

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 \$66,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

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

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

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

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

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the



requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

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

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONTRACTOR shall continue to provide enhanced Advanced Life Support (ALS) services.

1. Phase I:

- a. CONTRACTOR shall provide a detailed agreement describing the partnership with an ALS Service Provider(s) with specific roles and responsibilities of each agency. The agreement shall be one (1) year in length and must be approved by the Coastal Valleys EMS Agency (Attachment 1).

2. Phase II:

- a. CONTRACTOR shall submit a monthly report exhibiting the ALS staffing supported with project funds.
- b. CONTRACTOR shall submit quarterly reports describing the specific ALS enhancements that have been achieved within the system. These reports should also include ALS and Basic Life Support (BLS) call volume. Quarterly reports are due no later than fifteen (15) days following the close of a fiscal quarter (Quarter one is July through September, Quarter two is October through December, Quarter three is January through March, and Quarter four is April through June).
- c. CONTRACTOR shall submit quarterly financial reports to include program costs, billing and reimbursement revenue, direct funding as provided by either partner agency, or projected revenue from additional partner opportunities, such as clinics and/or hospitals. Financial reports may be subject to third party audit.
- d. CONTRACTOR shall provide within the quarterly report a description of the training and educational opportunities made possible through the partnership. This may include but is not limited to policy updates, courses to earn Continuing Education Units, and/or the provision of an on-site Emergency Medical Treatment (EMT) course in affiliation with an approved training program.
- e. CONTRACTOR shall provide within the quarterly report a description of the specific equipment and supply enhancements made possible through the partnership. Any agency special need equipment purchases must be approved by the Local Emergency Medical Services Agency (LEMSA) prior to purchasing.
- f. CONTRACTOR shall report on participation in supplemental funding sources. For example, Inner Governmental Transfers (IGT), Ground Emergency Medical Transport (GEMT) and Quality Assurance Fee (QAF).

3. Phase III:

- a. Upon conclusion of the ALS enhancement project period, CONTRACTOR shall provide all final fourth quarter reports outlined in phase II no later than July 31, 2022 for final approval.
- b. CONTRACTOR shall provide a one-time detailed report describing the partnership's fiscal and operational challenges, opportunities, successes and volunteer stipend contributions funded by this program. This report must be approved by the Coastal Valleys EMS Agency.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

COUNTY will pay CONTRACTOR as per the following instructions:

Upon execution of this Agreement, the County of Mendocino will contribute Sixty-Six Thousand Dollars (\$66,000) in the form of two (2) payments to Anderson Valley Community Services District (CONTRACTOR). The funds must be used to directly support the partnership enhancement project, and expenditure must be included in the end of year report. The funds may be allocated to personnel providing direct service, personnel costs associated with reporting requirements, equipment/supplies directly used in the partnership, and or training/education provided directly to the partnership.

1. Phase I:

Phase-one completion fulfills obligation for first payment tier of Sixteen Thousand Dollars (\$16,000).

2. Phase II:

Upon completion of Phase-two, COUNTY will process a second payment totaling Thirty Thousand Dollars (\$30,000) to be paid at close of third quarter upon fulfillment and acceptance of final report.

3. Phase III:

Upon completion of Phase-three, COUNTY will process a third payment totaling Twenty Thousand Dollars (\$20,000) to be paid upon fulfillment and acceptance of final report.

Invoices and reports shall be sent to:

Mendocino County HHSA Public Health  
1120 S. Dora St.  
Ukiah, CA 95482  
Attn: Cindy Roper

Payments under this Agreement shall not exceed Sixty-Six Thousand Dollars (\$66,000) 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**

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NAME OF CONTRACTOR: **Anderson Valley Community Services District**

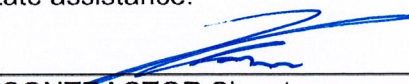
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans 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.

10-8-2021  
\_\_\_\_\_  
Date  
PO Box 398, Boonville, CA 95415  
Address of CONTRACTOR

  
\_\_\_\_\_  
CONTRACTOR Signature



**Appendix A**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Andres Avila  
(Type Name)

Anderson Valley Community Services District  
(Organization Name)

Fire Chief  
(Title)

PO Box 398  
Boonville, CA 95415  
(Organization Address)

  
(Signature)

10-8-2021  
(Date)

Attachment 1



**Response to Request for Proposal**

**To provide advanced life support service in partnership with Anderson Valley Ambulance  
Service for the residents and visitors of Anderson Valley**

**Submitted to:**

**Anderson Valley Ambulance Service**

**20 May 2015**

130 Ford St., PO Box 277, Ukiah, CA 95422 • Office (707) 462-5809 • 24-hour Dispatch (707) 462-3001

On behalf of everyone at Medstar/Ukiah Ambulance, we are pleased to submit this proposal to assist in providing advanced life support (ALS) services to the residents and visitors of Anderson Valley.

Medstar Ambulance of Mendocino County, Inc. dba Ukiah Ambulance (previously known as Ukiah Ambulance) has had a pleasant and long-standing relationship with Anderson Valley Ambulance Service (AVAS) for many years. Providing back-up and ALS intercept services to basic life support (BLS) providers for over a half-century, we feel we are more than capable to undertake this prospective partnership, and do it in a way that is satisfactory to your standards.

Medstar/Ukiah Ambulance has been doing business in Mendocino County for over 75 years. In 2013, we became a 501(c)(3) non-profit corporation. By becoming a non-profit, we were able to provide the community with excellent medical care at a low cost. Our passion for emergency medical service lies within Mendocino County. Our families live here, we grew up here, and we want to ensure that the residents and visitors receive the medical attention and care they deserve.

Medstar/Ukiah Ambulance meets all county and state standards as an ALS provider. As a local provider, we have the advantage of being familiar with the county's extensive geographical layout. Our company uses many local resources and businesses for supplies and maintenance purposes. This use of our local resources allows us to get the repairs and supplies we need quickly, and also supports our local economy.

**1. AVAS is a private, non-profit entity and is funded through a membership program. Any provider must honor our membership program so no new cost is incurred by our members.**

Medstar/Ukiah Ambulance has a yearly membership program, and an optional dual membership with CALSTAR. We will honor all Anderson Valley Ambulance Service members if they receive care or transport from Medstar. We hope AVAS will honor Medstar members if they receive care or transport from AVAS.

**2. Describe how you will establish an ALS overlay in Anderson Valley.**

Medstar will establish advanced life support services in partnership with AVAS by supplying a certified, licensed and trained paramedic with advanced life support supplies and equipment. Our paramedic will be in a quick response vehicle (QRV) provided by Medstar, to be placed and used as Anderson Valley Ambulance Service sees appropriate. Medstar employees will work in conjunction with all of AVAS EMT's, as well as any non-EMT drivers.

We recently received tentative verbal approval from CAL FIRE to be housed at their Boonville station.

Below is what we believe to be the best option for hours worked and payment:

Up to 2,243 hours of ALS service time to be used over a 12-month period. This time can be used however AVAS sees fit. We believe this will allow AVAS the option of having ALS coverage as they feel necessary.

Medstar will bill AVAS for any hours used on a net 30-day term schedule.

If the terms of payment are not satisfactory to AVAS, these terms can be reasonably modified between Medstar and AVAS.

**3. Provider shall work in partnership with AVAS for shift relief, on-the-job mentoring, and advanced trainings.**

Continuing education and training in emergency medical service ensures quality patient care. At Medstar, we know this training is an important step in providing our patients the latest developments and advances in care. For the time that our paramedic would be stationed in Anderson Valley, this paramedic can be utilized for BLS training, as well as ALS support training to the AVAS crews. Any employee of AVAS will have the opportunity to participate in our ride-along program as a way to advance their EMT skills.

Medstar has a training classroom located in downtown Ukiah. Classes provided by Medstar are open to all AVAS employees. Medstar can provide on-site trainings to all AVAS employees.

**4. Provider will supply all ALS equipment or Q&V.**

Medstar will supply AVAS with a support vehicle that will be fully-equipped with advanced life support supplies and equipment.

**5. Describe how you will provide for performance standards and evaluations.**

Medstar reviews all patient care reports through our continuous quality improvement (CQI) program. This oversight ensures quality care and treatment is being performed adequately, and also allows us to provide beneficial and positive feedback to our employees.

Patient care issues, or personnel issues, will be addressed and resolved by Medstar and AVAS management, as well as all parties involved, in a timely manner. We will meet with AVAS management as they see necessary.



All Medstar employees go through an annual evaluation process. Anderson Valley Ambulance Service crews and employees will be asked for continuous feedback and input on our quality of service and care, and any areas in which we can improve service.

**6. AVAS would like to explore a partnership between the provider, AVAS, and the A.V. Health Center for community outreach/education, i.e. health classes, CPR training, etc.**

Medstar is an authorized American Heart Association training site. California EMS CE Provider # 49-0026. This allows us to teach a variety of beneficial classes, which include: Basic Life Support for Healthcare Providers, Heartsaver First Aid CPR AED, and Advanced Cardiovascular Life Support (ACLS). We are currently in the process of becoming an American Safety and Health Institute (ASHI) center. Once we have approval, we will be able to teach Emergency Medical Response (EMR) classes. This class in particular will benefit ambulance drivers who are not EMT certified.

We are currently involved with multiple community outreach and education classes and events, including:

- Save Lives Mendocino
- Heroes of Health and Safety Fair
- Stroke awareness seminars in partnership with Ukiah Valley Medical Center
- Relay for Life's first aid booth
- Ukiah Valley Medical Center's Trauma Expo
- Assist as EMT skills instructors for Mendocino College's EMT class and Ukiah High School's EMT and Scrubs classes
- Job shadow program in cooperation with Ukiah High School
- Ukiah High School's and Mendocino College's primary agency for student ride-along hour requirements
- Free cardiopulmonary resuscitation classes open to the public
- Paramedic Internship Program with multiple private schools and colleges

Medstar is willing to explore the possibilities of a partnership with AVAS and Anderson Valley Health Center.

**7. Provider should work with AVAS to find new revenue/grant sources**

Medstar currently works with multiple grant writers to find applicable grants, and to assist in the grant writing process. Through these resources, we will assist in finding and facilitating any grants that could be beneficial to AVAS.

**8. Provider shall share with AVAS revenues received for patient care and transport. For example, on AVAS completed runs with ALS coverage, AVAS would be paid the BLS rate and mileage, and the ALS provider would receive the balance of the ALS fee.**

A provider that does not transport a patient to the destination cannot bill for any part of the service. AVAS shall bill for runs completed while a Medstar paramedic is in AVAS ambulance, as Medstar will be unable to bill for these services.

If Medstar and AVAS rendezvous and AVAS transfers patient care to a Medstar ambulance and that patient is transported all the way to the destination, Medstar will pay AVAS 15% of the revenue generated from the transport.

**Please share examples of how you have partnered in the past with rural BLS providers similar to AVAS.**

Through the years, Medstar has maintained continuous positive working relationships with all BLS providers within Mendocino County. We work closely with Redwood Valley-Calpella Fire Department for EMS trainings, providing them continuing education (CE) credits, and EMT skills recertification sign-offs.

We currently have an ALS equipped and staffed QRV stationed in Covelo. Our Covelo unit has responded to over 50 medical aids since late November of 2014.

Other BLS agencies with which we have had positive working relationships with:

- Little Lake Fire Protection District
- Brooktrails Fire Department
- Hopland Fire Protection District

We are certain that through a partnership between Anderson Valley Ambulance Service and Medstar, that together we can provide enhanced care, while keeping the service local.

Ukiah Ambulance has held a long-standing belief that medical services should not come at a great cost to those who need it most. I hope that together we can turn the focus back to patient care and the people who call upon us in their time of need.

Please contact me if more information is needed. I would be happy to answer any questions or concerns you may have.

Respectfully submitted,  
Leonard Winter  
Chief Executive Officer & President  
(707) 462-3808  
winter@medstarmendocino.org

June 1, 2015

Leonard Winter, Medstar/Ukiah Ambulance

Thank you for submitting a proposal for Advanced Life Support Enhancement Program that is dependent on Mendocino County's \$60,000 grant to the Anderson Valley Ambulance Service. Without this grant, the Anderson Valley Ambulance Service could not explore this opportunity. If the County of Mendocino cancels this grant for any reason, it will terminate the final signed agreement effective immediately.

We look forward to meeting you soon to discuss and codify in writing our terms for the grant:

1. We would like 8 hours a month of certified instructor training in Anderson Valley; the topics will be determined by our crew survey to be completed in the next two weeks.

There will be no charge for education provided to the AVAS staff during their regular trainings or while the EMTP is in Anderson Valley. Theresa Gowan, as well as Corey Bender, are both qualified instructors. Medstar/UAS is willing to send EMTP's as well as EMTB's for any skills sessions requested by AVAS.

2. We would like support, books and materials for an EMT class in Anderson Valley. We also would like facilitation and training so that RN's from the Anderson Valley Health Center can become paramedics.

Medstar will provide two (2) scholarships up to the amount of \$400 each for Anderson Valley residents who would like to take the EMT class. Support staff will also be available to help with the EMT class in Boonville.

3. We would like 36-48 hours of ALS overlay for weekends and large major events in Anderson Valley for the duration of the grant period, 6-12 months.

Anderson Valley will be provided with 2,243 hours of ALS service to use as the feel fit. They can use as few or as many as they would like.

4. We would like a line item proposed budget. Please bear in mind that we will be assigning 8-12% of the grant to pay for the accounting and record keeping required by the grant.

There is no charge for training.

Hourly fee for personnel are as follows:

- EMTB – 12 hour shift \$27.66
- EMTB – 24 hour shift \$20.37
- EMTP – 24 hour shift \$26.75 (this includes QRV, ALS supplies, equipment and the EMTP)

5. We would like help in writing and pursuing grants to extend this ALS program. Medstar has contracted with ECIVIS and will help to look for grants to continue this program after the current grant runs out.
6. We need assurances that we will be provided the necessary information and accounting to fulfill the County of Mendocino's grant report requirement. Medstar will provide any information that is needed for the county as well as help AVAS gather any that is needed.