

**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



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**MENDOCINO COUNTY**  
**BOARD OF SUPERVISORS**  
**BOARD OF SUPERVISORS AGENDA**

**REGULAR MEETING**  
**November 16, 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 Government Code section 54953(e)(1)(A)). Meetings are live streamed and available for viewing online on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo> or by toll-free, telephonic live stream at 888-544-8306.

The public may participate digitally in meetings in lieu of personal attendance. 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 Regarding Presentation by Assemblymember Jim Wood Regarding End of the Year Activities Facing Mendocino County and the California 2nd Assembly District (Sponsor: Executive Office)****Recommended Action:**

*Accept presentation by Assemblymember Jim Wood regarding the end of the year activities facing Mendocino County and the California 2nd Assembly District; and provide direction to staff as necessary.*



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

Recommended Action:

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

- 5c) Discussion and Possible Action Regarding Presentation of First Quarter Budget Report on the Status of County Departmental Spending and Revenues For FY 2021-22 and Executive Office Recommendations, Including Further Direction to Staff, on Spend Priority for BY 2020-21 One-Time Carryover Funds; and Adoption of Resolution Amending the FY 2021-22 Adopted Budget  
(Sponsor: Executive Office)**

Recommended Action:

*Accept the First Quarter Budget Report on the status of departmental spending and revenues for FY 2021-22; approve Executive Office recommendations, and provide direction to staff on spend priority of FY 2020-21 one-time carryover funds; adopt Resolution amending the FY 2021-22 Adopted Budget; and authorize Chair to sign same.*

**Attachments:**    [For Execution 11-12-21 Resolution - 1st Quarter Budget FY 2020-21](#)  
[Resolution - 1st Quarter Budget FY 21-22](#)  
[Attachment B FY 21-22 Q1](#)  
[Attachment C FY 21-22 Q1](#)  
[FY 21-22 1st Qrt Slides 11.10.21-FINAL](#)  
[1st Quarter Report 2021-22 FINAL](#)  
[Attachment A FY 21-22 Q1](#)  
[11-12-21 Attachment A FY 21-22 Q1-EDIT](#)  
[11-12-21 Attachment C FY 21-22 Q1-EDIT](#)

- 5d) Discussion and Possible Action Including 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; and Receive a Presentation from NaphCare Inc. on the Medical Health Services Provided at the Mendocino County Jail  
(Sponsor: Sheriff-Coroner)**

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; receive a presentation from NaphCare Inc. on the medical health services provided at the Mendocino County Jail; and authorize Chair to sign same.*

**Attachments:**    [b 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](#)  
                          [c 09-19-17 Jail Inmate Medical RFP - staff report.pdf](#)  
                          [2-8-17 RFP Jail Medical Health Care SO FINAL.pdf](#)  
                          [NaphCare Presentation Mendocino Co CA DRAFT 11.9.21](#)

- 5e) Discussion and Possible Action Including the Acceptance of Presentation Related to the Application Submittal for a Disaster Recovery Multi-Family Housing Program Grant (Grant No. 20-DRMHP-0006) Awarded to the County in the Amount of \$6,443,278, to Fund Recovery Needs Related to the Federal Emergency Management Agency's Major Disaster Declaration DR-4344 in October 2017  
(Sponsor: Planning and Building Services)**

Recommended Action:

*Receive presentation from staff related to the application submittal for a Disaster Recovery Multi-Family Housing Program Grant (Grant No. 20-DRMHP-0006) awarded to the County in the amount of \$6,443,278, to fund recovery needs related to the Federal Emergency Management Agency's Major Disaster Declaration DR-4344 in October 2017; provide direction to staff on which project should receive funding from the Disaster Recovery Multi-Family Housing Grant (DRMHP) award, and authorize staff to submit the selected project into the grant system by December 1, 2021.*

**Attachments:**    [Memo](#)

**5f) 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.*

**5g) Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform (Sponsor: Executive Office)**

Recommended Action:

*Provide direction to staff on matters of legislation.*

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

Recommended Action:

*Accept the Chief Executive Officer's report.*

**Attachments:**    [CEO Report 11-16-21](#)

**6. BOARD OF SUPERVISORS AND MISCELLANEOUS**

- 6a) Discussion and Possible Action Including Appointment of Director/Board Member Representative and Alternate Representative to the Following: California State Association of Counties (CSAC) Board of Directors; and National Association of Counties (NACo); and Appointment of Director/Board Member Representative and Alternate Representative to Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA) for the 2021-22 Term  
(Sponsor: Supervisor Gjerde)**

**Recommended Action:**

*Appoint Director/Board Member Representative and Alternate Representative to the following: California State Association of Counties (CSAC) Board of Directors; and National Association of Counties (NACo); and appoint Director/Board Member Representative and Alternate Representative to Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA) for the 2021-22 term; and authorize staff to transmit said appointments to each.*

**Attachments:** [CSAC Memo](#)

- 6b) Discussion and Possible Action Including Formation of an Ad Hoc Committee that Would Explore Creation of a Balanced Short-Term Rental Policy for Business Licensees and Others, Consisting of Supervisor Williams and another Supervisor  
(Sponsor: Supervisor Williams)**

**Recommended Action:**

*Approve formation of an Ad Hoc Committee that would explore creation of a balanced short-term rental policy for business licensees and others, consisting of Supervisor Williams and another Supervisor.*

- 6c) Discussion and Possible Action Including Acceptance of Update from the Drought Task Force Ad Hoc Committee and Direction to Staff Regarding Contracting with Larry Walker Associates for Grant Writing Services for the Urban and Multi-Benefit Drought Relief Grant Program (Countywide)  
(Sponsors: Drought Task Force Ad Hoc Committee of Supervisors McGourty and Haschak)**

**Recommended Action:**

*Accept update from the Drought Task Force Ad Hoc Committee; and provide direction to staff regarding contracting with Larry Walker Associates for grant writing services for the Urban and Multi-Benefit Drought Relief Grant Program (Countywide).*

**Attachments:** [210075 Grant Writing Services](#)

- 6d) 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 54957.6 - Conference with Labor Negotiator - Agency Negotiators: Carmel J. Angelo and Cherie Johnson; Employee Organization(s): All**
- 9b) 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**
- 9c) Pursuant to Government Code 54957- Threat to Public Services or Facilities - Consultation with Heather Correll Rose**
- 9d) Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Ezekial Flatten et al. v. Bruce Smith et al. - Case No. 21-CV-7031-RMI**

**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****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. *Eileen Bostwick, At-Large Member, Area Agency on Aging Governing Board;*  
*and*
2. *Kent Westwood, Trustee, Cemetery District of the Redwoods.*

**Attachments:**    [Bostwick Application](#)  
                              [Westwood 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 \(Clean\)](#)

- 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) Adoption of Resolution Declaring the Continuation of a Local Emergency Related to the Hopkins Fire as Proclaimed by the Chief Executive Officer/Director of Emergency Services and Ratifying the Existence 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 Hopkins Fire as proclaimed by the Chief Executive Officer/Director of Emergency Services and ratifying the existence of a Local Health Emergency as proclaimed by the Health Officer; and authorize Chair to sign same.*

**Attachments:** [Hopkins Fire Resolution - Continuation](#)

- 4f) Approval of Agreement with Brooktrails Township Community Services District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies for Use by the Brooktrails Fire Department, Effective Upon Full Execution through June 30, 2022**

Recommended Action:

*Approve Agreement with Brooktrails Township Community Services District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies for use by the Brooktrails Fire Department, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.*

**Attachments:** [Brooktrails Township Community Services District, \\$20,000, 21-22](#)

- 4g) Approval of Agreement with Hopland Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies, Effective Upon Full Execution through June 30, 2022**

Recommended Action:

*Approve Agreement with Hopland Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.*

**Attachments:** [Hopland Fire Protection District, \\$20,000, 21-22, EO - Preliminary](#)



- 4h) Approval of Agreement with Leggett Valley Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies, Effective Upon Full Execution through June 30, 2022**

Recommended Action:

*Approve Agreement with Leggett Valley Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.*

**Attachments:** [Leggett Valley Fire Protection District, \\$20,000, 21-22, EO - Prelim](#)

- 4i) Approval of Agreement with Fort Bragg Rural Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies for Use by the Fort Bragg Fire Protection Authority, Effective Upon Full Execution through June 30, 2022**

Recommended Action:

*Approve Agreement with Fort Bragg Rural Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies for use by the Fort Bragg Fire Protection Authority, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.*

**Attachments:** [Fort Bragg Rural Fire Protection District, \\$20,000, 21-22, EO - Prelim](#)

- 4j) Approval of Agreement with Piercy Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies, Effective Upon Full Execution through June 30, 2022**

Recommended Action:

*Approve Agreement with Piercy Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.*

**Attachments:** [Piercy Fire Protection District, \\$20,000, 21-22, EO - Preliminary](#)

- 4k) Approval of Funding Allocation Agreement with Ukiah Valley Fire Protection District in the Amount of \$57,261 to Provide Fire Protection Services to Inhabitants Within the District's Boundaries, Effective Upon Full Execution by All Parties through June 30, 2022**

Recommended Action:

*Approve Funding Allocation Agreement with Ukiah Valley Fire Protection District in the amount of \$57,261 to provide fire protection services to inhabitants within the District's boundaries, effective upon full execution by all parties through June 30, 2022; authorize the Assistant Chief Executive Officer to sign any amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.*

**Attachments:**    [Ukiah Valley FPD. Allocation. \\$57.261 - For BOS to Sign](#)

- 4l) Approval of Funding Allocation Agreement with Fort Bragg Fire Protection Authority in the Amount of \$50,773 to Provide Fire Protection Services to Inhabitants Within the Authority's Boundaries, Effective Upon Full Execution by All Parties through June 30, 2022**

Recommended Action:

*Approve Funding Allocation Agreement with Fort Bragg Fire Protection Authority in the amount of \$50,773 to provide fire protection services to inhabitants within the Authority's boundaries, effective upon full execution by all parties through June 30, 2022; authorize the Assistant Chief Executive Officer to sign any amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.*

**Attachments:**    [Agreement](#)

- 4m) Approval of Agreement with Little Lake Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies, Effective Upon Full Execution through June 30, 2022**

Recommended Action:

*Approve Agreement with Little Lake Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.*

**Attachments:**    [Little Lake Fire Protection District. \\$20.000. 21-22. EO - Preliminar](#)

- 4n) Approval of Agreement with Little Lake Fire Protection District in the Amount of \$60,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase a Polaris UTV Side-By-Side Rescue Vehicle for Use by the Little Lake Fire Protection District, Effective Upon Signing through June 30, 2022**

Recommended Action:

*Approve Agreement with Little Lake Fire Protection District in the amount of \$60,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase a Polaris UTV Side-By-Side Rescue Vehicle for Use by the Little Lake Fire Protection District, effective upon signing through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.*

**Attachments:**    [Little Lake Fire District, \\$60,000](#)

- 4o) Approval of Agreement with Brooktrails Township Community Services District in the Amount of \$60,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase a Polaris UTV Side-By-Side Rescue Vehicle for Use by the Brooktrails Fire Department, Effective Upon Signing through June 30, 2022**

Recommended Action:

*Approve Agreement with Brooktrails Township Community Services District in the amount of \$60,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase a Polaris UTV Side-By-Side Rescue Vehicle for Use by the Brooktrails Fire Department, effective upon signing through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.*

**Attachments:**    [Brooktrails Township Community Services District, up to \\$60,000.](#)

**ASSESSOR/CLERK-RECORDER**

- 4p) Approval of Appointments-In-Lieu of Elections for the November 2nd, 2021 Consolidated Special District Election for the Laytonville County Water District, Caspar South Water District and Pacific Reefs Water District; and Further Authorize Additional Appointments of Qualified Persons be Made for Those Districts that Did Not Have the Sufficient Number of Candidates**

*Recommended Action:*

*Approve Appointments-In-Lieu of Election for the November 2nd, 2021 consolidated special district election for the Laytonville County Water District, Caspar South Water District and Pacific Reefs Water District; and further authorize additional appointments of qualified persons be made for those districts that did not have the sufficient number of candidates.*

**Attachments:**    [Certificates of Appointment](#)  
                          [Franceschini Letter](#)  
                          [Rasker Letter](#)  
                          [Pines Letter](#)  
                          [Davis Letter](#)

**BEHAVIORAL HEALTH AND RECOVERY SERVICES**

- 4q) Approval of Amendment to Agreement No. BOS 21-080 with Nadham, Inc. DBA Creekside Convalescent Hospital-Behavioral Health in the Amount of \$62,790 for a New Total of \$314,640 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2021 through June 30, 2022**

**Recommended Action:**

*Approve Amendment to Agreement No. BOS 21-080 with Nadham, Inc. DBA Creekside Convalescent Hospital-Behavioral Health in the amount of \$62,790 for a new total of \$314,640 to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2021 through June 30, 2022; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.*

**Attachments:**    [Agreement](#)  
[Nadham Inc. DBA Creekside Convalescent Hospital - Behavioral H](#)

**HUMAN RESOURCES**

- 4r) Adoption of Resolution Amending the Salary Ranges of Management Association Classifications of Senior Program Manager - Nursing, Senior Program Manager - Children's, Deputy Director Social Services - Children's, Deputy Director Public Health Nursing, Assistant Health and Human Services Agency Director and Amending the Salary Range of Director of Social Services to Maintain Alignment**

**Recommended Action:**

*Adopt Resolution amending the salary ranges of Management Association classifications of Senior Program Manager - Nursing, Senior Program Manager - Children's, Deputy Director Social Services - Children's, Deputy Director Public Health Nursing, Assistant Health and Human Services Agency Director; and amending the salary range Director of Social Services to maintain alignment, and authorize Chair to sign same.*

**Attachments:**    [11.16.21 HR 21-1274 Year 3 Adjustment Management Associator](#)  
[11.16.21 HR #21-1274 Year 3 Management Association Side Lett](#)

**PUBLIC HEALTH**

- 4s) Approval of Retroactive Revenue Agreement with the Public Health Institute in the Amount of \$350,000 to Increase Vaccination Rates to Targeted Zip Codes within Mendocino County, Effective July 1, 2021 through February 28, 2022; and Authorization to Purchase Incentives to Encourage Vaccinations**

**Recommended Action:**

*Approve retroactive revenue Agreement with Public Health Institute in the amount of \$350,000 to increase vaccination rates to targeted zip codes within Mendocino County, effective July 1, 2021 through February 28, 2022; authorize the Public Health Director to sign any amendments that do not increase the maximum amount; and authorize Mendocino County Public Health to Purchase incentives to encourage vaccinations; and authorize Chair to sign same..*

**Attachments:**    [WeVax+ budget](#)  
                              [WeVax+, Contract, Mendocino, 7.1.21-2.28.22, \\$350,000, signatur](#)

**SHERIFF-CORONER**

- 4t) Authorization to Purchase Seventeen (17) Patrol Vehicles, 2022 Ford Interceptor Utility Police SUV, for the Mendocino County Sheriff's Office in the Amount of \$641,210.00; and Addition of the Patrol Vehicles to the County's List of Fixed Assets**

**Recommended Action:**

*Authorize the purchase of seventeen (17) patrol vehicles, 2022 Ford Interceptor Utility Police SUV, for the Mendocino County Sheriff's Office in the amount of \$641,210.00; and add the patrol vehicles to the County's list of fixed assets.*

**Attachments:**    [RFQ # 039-21.pdf](#)  
                              [Fixed Asset Request 17 2022 Ford Interceptor Patrol Vehicles.pdf](#)

**TRANSPORTATION**

- 4u) Adoption of Resolution Approving Notice of Completion and Release of Contract Surety, Department of Transportation Contract Number 190090, 2017 Fire Damage Repairs on East Road, County Road 230, at Milepost 3.47 (Redwood Valley Area)**

Recommended Action:

*Adopt Resolution approving Notice of Completion and release of Contract Surety, Department of Transportation Contract Number 190090, 2017 Fire Damage Repairs on East Road, County Road 230, at milepost 3.47 (Redwood Valley Area); and authorize Chair to sign same.*

**Attachments:**    [Memo](#)  
                              [Resolution](#)  
                              [Notice of Completion](#)

- 4v) Adoption of Resolution Approving Notice of Completion and Release of Contract Surety, Department of Transportation Contract Number 190091, 2017 Fire Damage Repairs on East Road, County Road 230, at Milepost 3.14 to 3.17 (Redwood Valley Area)**

Recommended Action:

*Adopt Resolution approving Notice of Completion and release of Contract Surety, Department of Transportation Contract Number 190091, 2017 Fire Damage Repairs on East Road, County Road 230, at milepost 3.14 to 3.17 (Redwood Valley Area); and authorize Chair to sign same.*

**Attachments:**    [Memo](#)  
                              [Resolution](#)  
                              [Notice of Completion](#)

- 4w) Adoption of Resolution Approving Department of Transportation Agreement Number 210037, 2021 Quadrennial Surveying Support Agreement with SHN Consulting Engineers and Geologists, Inc., in the Amount of \$250,000, for the Term Starting Upon Execution of the Agreement through December 31, 2025, and Authorizing the Director of Transportation to Sign Any and All Amendments to the Agreement Not to Exceed \$25,000, for Professional Survey Services on Various County Projects (County-Wide)**

Recommended Action:

*Adopt the resolution approving Department of Transportation Agreement Number 210037, 2021 Quadrennial Surveying Support Agreement with SHN Consulting Engineers and Geologists, Inc., in the amount of \$250,000, for the term starting upon execution of the agreement through December 31, 2025, and authorizing the Director of Transportation to sign any and all amendments to the agreement not to exceed \$25,000 for professional survey services on various County projects (County-Wide); and authorize the Chair to sign same.*

**Attachments:**    [Letter](#)  
                              [Resolution](#)  
                              [Unsigned Agreement](#)

**TREASURER-TAX COLLECTOR**

- 4x) Acceptance of the September 30, 2021 Report of Mendocino County Pooled Investments**

Recommended Action:

*Accept the September 30, 2021 Report of Mendocino County Pooled Investments.*

**Attachments:**    [STAFF REPORT - QUARTERLY REPORT 9-30-21.pdf](#)  
                              [REPORTS - SEPT 2021 - HOLDINGS.pdf](#)

**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 Government Code section 54953(e)(1)(A). 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*

*For a complete list of the latest available options by which to engage with agenda items, please also 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:** November 16, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 463-4441

**Department Contact:** Judy Morris

**Phone:** 463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 30 minutes

**Agenda Title:**

Discussion and Possible Action Regarding Presentation by Assemblymember Jim Wood Regarding End of the Year Activities Facing Mendocino County and the California 2nd Assembly District  
(Sponsor: Executive Office)

**Recommended Action/Motion:**

Accept presentation by Assemblymember Jim Wood regarding the end of the year activities facing Mendocino County and the California 2nd Assembly District; and provide direction to staff as necessary.

**Previous Board/Board Committee Actions:**

On December 15, 2020, Assemblymember Wood presented on the end of year activities for 2020.

**Summary of Request:**

Assemblymember Jim Wood has prepared a presentation regarding the end of the year activities facing Mendocino County and the California 2nd Assembly District. This presentation will allow the Board of Supervisors and County representatives to discuss the County's current legislative issues.

**Alternative Action/Motion:**

Do not accept the presentation and provide further direction to staff.

**How Does This Item Support the General Plan?** Dialog with our State representative on key issues identified by the residents of Mendocino County, such as stewardship of County resources, planning for growth, and the efficient and equitable provision of public services enhances our partnership with the State overall on these issues.

**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

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**Item #: 5a)**

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

**annual recurring cost:** N/A

**budget clarification:** N/A

**if no, please describe:**

**revenue agreement:** N/A

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

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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: 0 Original Agreement Delivered to Auditor?

No



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 5b)**

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**To: Board of Supervisors**

**From: Public Health**

**Meeting Date:** November 16, 2021

**Department Contact:** Charles Evans, M.D., Deputy Public Health Officer **Phone:** 472-2770

**Department Contact:** Anne Molgaard **Phone:** 472-2770

**Item Type:** Regular Agenda

**Time Allocated for Item:** 20 minutes

**Agenda Title:**

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

**Recommended Action/Motion:**

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

**Previous Board/Board Committee Actions:**

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

**Summary of Request:**

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

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

- Health Officer Briefing (Dr. Charles Evans, Deputy Public Health Officer)

**Alternative Action/Motion:**

No action.

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**Item #: 5b)**

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**How Does This Item Support the General Plan?** No

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:**

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

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

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

**State of California COVID-19 Resources:** <https://covid19.ca.gov/roadmap/>

**Fiscal Details:**

**source of funding:** N/A

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

**annual recurring cost:** N/A

**budget clarification:** N/A

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

**if no, please describe:**

**revenue agreement:** N/A

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

**CEO Comments:**

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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

**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 #: 5C)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** November 16, 2021

**Department Contact:** Carmel J. Angelo

**Phone:** 707-463-4441

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 1 Hour

**Agenda Title:**

Discussion and Possible Action Regarding Presentation of First Quarter Budget Report on the Status of County Departmental Spending and Revenues For FY 2021-22 and Executive Office Recommendations, Including Further Direction to Staff, on Spend Priority for BY 2020-21 One-Time Carryover Funds; and Adoption of Resolution Amending the FY 2021-22 Adopted Budget  
(Sponsor: Executive Office)

**Recommended Action/Motion:**

Accept the First Quarter Budget Report on the status of departmental spending and revenues for FY 2021-22; approve Executive Office recommendations, and provide direction to staff on spend priority of FY 2020-21 one-time carryover funds; adopt Resolution amending the FY 2021-22 Adopted Budget; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board of Supervisors adopted the FY 2021-22 Mendocino County Budget on June 22, 2021 (Resolution 21-087) after budget hearings held on June 8-9 2021.

**Summary of Request:**

Since FY 2016-17 the Board of Supervisors have adopted the budget in June, prior to the previous year's books being closed, using fiscal year end projections, rather than actual numbers. The same procedure was followed when the FY 2021-22 Mendocino County Budget was adopted on June 22, 2021. The FY 2021-22 budget was developed using departmental provided FY 2020-21 year end projections from Third Quarter.

The First Quarter report includes a budget update of County department budgets for FY 2021-22 from July 1, 2021 through September 30, 2021. Topics to be discussed will be: update on budget process, legislative update, Human Resources, Capital Improvements, Disaster Recovery, and one-time carry forward fund requests for departmental adjustments.

**Alternative Action/Motion:**

Return item to staff and provide additional direction.

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

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**Item #: 5c)**

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**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** Various

**current f/y cost:** Various

**annual recurring cost:** N/A

**budget clarification:** One-time funds are not to be used for ongoing expense.

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

**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

**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 AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2021/22 ADOPTED ON JUNE 22, 2021 ADJUSTING THE FUND BALANCE CARRYOVER, REVENUES AND APPROPRIATIONS**

WHEREAS, on June 22, 2021 the Board of Supervisors adopted Resolution No. 21-087 adopting the Final Budget for Fiscal Year 2021/22, and resolved that once the Auditor-Controller has closed the actual year end for FY 2020/21, any differences between the actual and estimated fund balance shall be placed into the Fund Balance Available account; and

WHEREAS, Section 29130 of the Government Code provides for appropriation of amounts that are in excess of anticipated amounts or not specifically set forth in the budget derived from any actual increases in financing sources by a four-fifths vote of the Board of Supervisors; and

WHEREAS, Sections 29125, 29126, 29126.1 and 29130 of the Government Code provide authority for the Board of Supervisors to transfer and revise appropriations, cancel unused appropriations, transfer unused appropriations to contingencies, reduce revenue estimates and cancel and appropriate designations and reserves other than the general reserve; and

WHEREAS, revenue estimates and appropriations within the FY 2021/22 Budget have been reviewed and approved by the Chief Executive Officer and Acting Auditor-Controller based on information which became available after the adoption of the budget, including the final close-out of the 2020/21 fiscal year, it is recommended that the Board of Supervisors approve certain revisions to the budget.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby orders and approves amendments to the Fiscal Year 2021/22 Adopted Budget of the County of Mendocino, amending the total County budgeted appropriations of \$348,817,299 by all appropriations shown in Attachment A entitled "1<sup>st</sup> Quarter Department Net Zero Adjustments and Administrative Clean up", and Attachment B entitled "Funding Needs FY2021-22".

The foregoing Resolution introduced by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this \_\_\_\_\_ 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

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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-**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE FINAL BUDGET FOR FISCAL YEAR 2021/22 ADOPTED ON JUNE 22, 2021 ADJUSTING THE FUND BALANCE CARRYOVER, REVENUES AND APPROPRIATIONS**

WHEREAS, on June 22, 2021 the Board of Supervisors adopted Resolution No. 21-087 adopting the Final Budget for Fiscal Year 2021/22, and resolved that once the Auditor-Controller has closed the actual year end for FY 2020/21, any differences between the actual and estimated fund balance shall be placed into the Fund Balance Available account; and

WHEREAS, Section 29130 of the Government Code provides for appropriation of amounts that are in excess of anticipated amounts or not specifically set forth in the budget derived from any actual increases in financing sources by a four-fifths vote of the Board of Supervisors; and

WHEREAS, Sections 29125, 29126, 29126.1 and 29130 of the Government Code provide authority for the Board of Supervisors to transfer and revise appropriations, cancel unused appropriations, transfer unused appropriations to contingencies, reduce revenue estimates and cancel and appropriate designations and reserves other than the general reserve; and

WHEREAS, revenue estimates and appropriations within the FY 2021/22 Budget have been reviewed and approved by the Chief Executive Officer and Acting Auditor-Controller based on information which became available after the adoption of the budget, including the final close-out of the 2020/21 fiscal year, it is recommended that the Board of Supervisors approve certain revisions to the budget.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby orders and approves amendments to the Fiscal Year 2021/22 Adopted Budget of the County of Mendocino, amending the total County budgeted appropriations from \$348,817,299 to \$353,295,154 for all funds as shown in Attachment A entitled "1<sup>st</sup> Quarter Department Net Zero Adjustments", Attachment B entitled "Funding Needs FY2021-22", and Attachment C entitled "1<sup>st</sup> Quarter Fixed Assets Requests".

The foregoing Resolution introduced by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this \_\_\_\_\_ 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

\_\_\_\_\_  
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

## Attachment B

### Funding Needs FY 2021-22

		BOS Obligated	Deferred
<b>Fiscal Stability</b>	\$ 331,880	\$ 331,880	\$ -
• Solid Waste Household Hazardous Waste Disposal Due to COVID-19	\$ 107,680	\$ 107,680	\$ -
• Board Directed-Additional Day of Public Recepticle Collection	\$ 35,250	\$ 35,250	\$ -
• Create RFP Grant Funding Urban Multi-Benefit Grant-Water Agency	\$ 25,000	\$ 25,000	\$ -
• Approved Ukiah Valley Groundwater Sustainability Agency Funding	\$ 72,750	\$ 72,750	\$ -
• Hanson Bridget LLP-Jail Legal-Fund Existing Contract	\$ 11,200	\$ 11,200	\$ -
• Client First-Munis Transitional Support-Payroll & Budget Initiative	\$ 80,000	\$ 80,000	\$ -
<b>Financial Sustainability</b>	\$ 200,000	\$ 200,000	\$ -
• West Company Support	\$ 175,000	\$ 175,000	\$ -
• Arts Council-Obligated from Budget Adoption	\$ 25,000	\$ 25,000	\$ -
<b>Organizational Development</b>	\$ 8,932,466	\$ 5,475,000	\$ -
• Jail Expansion	\$ 4,000,000	\$ 4,000,000	\$ -
• Cannabis Code Enforcement Enhancement	\$ 500,000	\$ 500,000	\$ -
• Parks Transition Funding-Non-Salary Needs	\$ 60,000		
• Space Needs Assessment	\$ 100,000	\$ 100,000	\$ -
• Admin Center Security Overages	\$ 50,000	\$ 50,000	\$ -
• Fort Bragg Justice Center HVAC	\$ 400,000		
• Known HVAC Replacements (Jail 2 & DOT)	\$ 75,000	\$ 75,000	\$ -
• Known Roof Repairs (Pt Arena Air Force Base Roof Repairs)	\$ 125,000	\$ 125,000	\$ -
• Known Hazardous Tree Removal ( Pt Arena Vets Hall)	\$ 60,000	\$ 60,000	\$ -
• Sheriff's Office & GSA Fiber Extensions	\$ 425,000	\$ 425,000	\$ -
• Pre-trial Inmate Interview Location Feasibility	\$ 50,000	\$ 50,000	\$ -
• Board Chambers Upgrades	\$ 90,000	\$ 90,000	\$ -
• Administration Center Roof	\$ 2,500,000		
• Remote Generator Monitoring Phase 2	\$ 20,000		
• Fire Alarm Systems for High Risk Buildings (Courthouse Annex)	\$ 50,000		
• Priority Roof Replacement/Repair Agriculture Roof Replacement	\$ 190,000		
• ADA Improvements - Point Arena Veterans Hall - Restroom upgrades	\$ 15,000		
• Deferred Maintenance Project - Fort Bragg Vets Sidewalk Replacement	\$ 30,000		
• Deferred Maintenance Project - Museum Gutter Repairs	\$ 30,000		
• Sheriff's Office IT Infrastructure Request	\$ 153,000		
• Juvenile Hall Livescan	\$ 9,466		
<b>Disaster Recovery and Resiliency</b>	\$ 548,000	\$ 548,000	\$ -
• PG&E Coast Water Transport-Reimbursement**	\$ 500,000	\$ 500,000	\$ -
• Hopkins Fire remediation	\$ 48,000	\$ 48,000	\$ -
<i>Total Estimated One-Time Cost:</i>	\$ 10,012,346	\$ 6,554,880	\$ -
<i>Total Fiscal Year 2020-21 Carry Forward \$4,477,855</i>		\$ (2,077,025)	
<b>** PG&amp;E Settlement Funded Emergency Projects Authorization</b>	\$ 1,500,000		
Water Agency Contract**	\$ (310,000)		
Drought Funding-DR**	\$ (150,000)		
Water Hauling**	\$ (278,000)		
PG&E Coast Water Transport-Reimbursement**	\$ (500,000)		
Remaining in Disaster Recovery to Obligate**	\$ 262,000		
PG&E Grant Local Match Available	\$ 960,000		

Fiscal Year 2021-22 1st Quarter Fixed Asset Request  
ATTACHMENT C

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1100	PR	2560	Probation	864370	Equipment	46,465	Probation vehicle budgeted in FY 2021-22-Funded
1100	SO	2310	Sheriff	864370	Equipment	641,210	The purpose of this request is to obtain approval for the purchase of 17 patrol vehicles as fixed assets previously identified in the request for PG&E funding that was approved and allocated by the Board of Supervisors to the Sheriff's Budget Unit 2310 in Line Item 86-4370. A request for bids was submitted, with Redwood Ford being the lowest bidder. Funded
1100	IS	1960	Information Services	864370	Equipment	20,000	Communications Equipment-Funded at Budget Adoption
1100	IS	1960	Information Services	864370	Equipment	32,000	replacement of vehicle 10-006-Funded at Budget Adoption
Total of all requested adjustments:						739,675	



# FY 2021-22 1<sup>st</sup> Quarter Report



Chief Executive Officer: Carmel J. Angelo  
Assistant Chief Executive Officer: Darcie Antle  
and  
Fiscal Team

November 16, 2021

HWY 128  
Courtesy of Visit Mendocino



# Introduction

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Five disasters in a 12 month period have significantly shifted the focus of staff time and available discretionary funds that otherwise would have been used for County deferred maintenance, communication and other basic infrastructure needs. The 1st quarter impacts reflect the need for facilities maintenance, communication, disaster mitigation, resiliency, and recovery.

Cinco desastres en un período de 12 meses han cambiado significativamente el enfoque del tiempo del personal y los fondos discrecionales disponibles que de otra manera se habrían utilizado para el mantenimiento diferido del Condado, las comunicaciones y otras necesidades de infraestructura básica. Los impactos del primer trimestre reflejan la necesidad de mantenimiento diferido, comunicación, mitigación de desastres, resiliencia y recuperación.



# FY 2021-22 Strategic Plan

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Mendocino County entered into an agreement to facilitate the development of a five-year strategic plan for Mendocino County.

A Strategic Plan will provide the stability to develop a more unified and focused budget.

# Presentation Outline

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- FY 2021-22 Budget Consideration
- Board Goals and Priorities
- FY 2020-21 Close Out
- Human Resources
- Proposed Vehicle Replacement Schedule
- Energy Audit and Analysis
- CIP Critical Funding Considerations
- Pre Trial Program
- Prevention, Recovery, Resiliency and Mitigation (PRRM)
- One-Time Carry Forward
- FY 2021-22 Funding Needs
- FY 2021-22 Funding Options
- CEO Recommendations
- Future Budget Schedule

# FY 2021-22 Budget Considerations

---

- Space Needs – COVID-19 Considerations
- Staffing and Recruitment
- Board of Supervisors Obligated and County Urgent Projects
- Disaster Local Cost Share
- IT Infrastructure
- Jail Expansion

# Board Goals and Priorities

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## Fiscal Stability

- Debt mitigation and elimination
- New Jail additional costs unknown
- Overall facilities improvements – Roofs and HVAC
- ADA transition plan

## Financial Sustainability

- Maintain the reserve policy
- One-time revenue will not be used for on-going expenses
- Cannabis Program sustainability

## Organizational Development

- Investing in the organization's future through the Leadership Initiative, succession planning, and recruitment/retention practices
- Identify and measure departmental performance metrics
- Operational efficiencies
- Employee salaries
- Criminal Justice staffing for new mandated transparency reporting
- (SO, DA, PD, PR, JH, JA)
- Facility preventative maintenance
- Strategic Planning

# Board Goals and Priorities (cont.)

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## Investment in Roads

## Economic/Business Development

- Support new housing development
- Broadband
- Grant writer program
- Use of solar
- Small business support
- MOVE 2030

## Support for Emergency Services

- Staffing support for Local Emergency Medical Services (LEMSA)
- Explore Emergency Medical Services (EMS) Joint Powers Authority (JPA)

## Disaster Recovery and Resiliency

- Emergency preparedness
- Emergency access routes
- Continued pandemic support
- Hazard mitigation

## Local Homeless Issues

- Project HomeKey

## Support Community Partners

- Development of Water Agency
- Fire districts
- Fire safe awareness / forest management
- Potter Valley Water Project
- Climate Action Committee
- County Service Area 3
- Other Special Districts/Agencies

# FY 2020-21 Close Out

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## Good News

- The final carryforward amount for FY 2020-21 is \$4,477,855
- Coronavirus Aid, Relief, and Economic Security (CARES) Act Funded \$8,966,905 in FY 2020-21
  - \$7,212,551 was used on County operational expenses
    - \$3,941,547 of the County operational expenses was for housing and alternate care site needs
  - \$1,754,354 was contracted to community partners for food, housing, and small business needs

## Bad News

- Cost of the Jail expansion estimated cost over run, now totaling \$6,450,000
- While the County has a carryforward from FY 2020-21, the full impact of fire damages, drought, and COVID-19 related services and expenses are still not fully realized

# Human Resources

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## Recruitment Summary

### July 1 - Sept 30

- 268 Staffing Request
- 129 Recruitments
- 1,164 Applications Screened and Received
- 69 Examinations
- 159 Certifications
- 48 New Employees
- 69 Employment Terminations
- 376 Vacant Positions
- 237 Active recruitments

## Wellness Program

- 618 completed Biometric Health Screenings
- 575 Completed Health Risk Assessment
- 707 employee engagements with the Virgin Pulse Portal

## County-Wide Training Program

- 57 courses completed (363 training seats)
- Management & Supervisor Academy
- Professional Skills Development for Employees and Supervisors/Management
- On Demand Learning
- CSAC Institute

- Labor Negotiations will begin in March of 2022

# Proposed Vehicle Replacement Schedule

- Board direction to analyze and present vehicle replacement program options
- Fleet Lease Options (Enterprise Fleet Management (EFM))
- Analysis in progress of County fleet data
  - Miles driven on average by vehicle type, funding source and department
  - Average age of the County's fleet & projections
  - Lease v. owned models and comparison of replacement timelines

Draft Mendocino County Replacement Program		
Vehicle Type	Replacement Miles	Replacement Age
Mid-size Sedan / Hybrid	100,000	5
Full size Sedan	100,000	5
Police Cruiser/Pursuit	90,000	4
4X4, 1/2 & 1 ton pick up, Vans, SUV	90,000	7

- Model is based upon industry standards and comparison counties
- Additional information to be presented early 2022 (Including: fiscal projections associated with vehicle replacement funding by funding source based on proposed model and historical miles driven)
- Possible phased in approach to transitioning to the lease model as appropriate



# Energy Audit and Analysis

---

- Energy Audit of County owned Facilities
- Results anticipated to reveal potential energy retrofit projects to be presented during the December 7, 2021, Board of Supervisors Meeting
- Anticipate presenting potential solar pilot project(s) at a County owned facility
- Applying for grants related to alternative energy retrofit programs
- Sonoma Clean Power Conversion from CleanStart to EverGreen services
- EverGreen is 100% clean energy
- Cost benefit to be presented during the December 7, 2021, Board of Supervisors Meeting

# CIP Critical Funding Considerations

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- Funding needs for critical capital projects (life, health, safety and welfare of our employees and citizens)
- Many years of deferred maintenance resulting in higher capitalized expenses and increased frequency of emergency project work
- Staff working with Executive Office Fiscal Team on funding formulas related to preventative maintenance and Capital Project funding for FY 2022/23
- Specific Critical Funding Priorities: \$1,375,000\*
- Prior Year Funding Priorities: \$3,285,000\*
- Non-General Fund Prior Year Funding Priorities: \$4,665,000\*

\* Reference page 12 in the 1<sup>st</sup> Quarter Report

# Pre-Trial Program

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## Timeline and Identified Funding

- The criminal justice partners, in conjunction with the executive office, have been working on implementing a pre-trial program in Mendocino County
- Board of Supervisors have already taken some steps
  - 3 new FTES have been allocated to Probation Department and the recruitment process has begun
- Next steps include signing a Memorandum of Understanding (MOU) with the Court
- \$200K in ongoing State funding to Mendocino County
- \$206K allocated in one-time State funding for implementation needs to Mendocino County
- State funding will not cover costs of the full program
- County will need to consider supplementing the Probation Department's General Fund budget

## Program Logistics

- Assessments need to be completed with inmates for distribution to the Court/District Attorney/Public Defender prior to arraignments
- Most efficient way to accomplish is to have pre-trial officers at the jail who are allowed to move inmates to and from dedicated working spaces
- This model appears to cut down in waiting time and overtime expenses

## Funding Needs

- This model will require capital investments
  - Suggestion is to place a modular building inside the secure jail fencing
- Suitability assessment will need to be conducted to ensure capital improvement is feasible – cost \$50K
- Cost of full project is unknown at this time
  - One-time funding from State for implementation needs, potentially could fund a portion of the project
  - Funding from general fund may be required

# Prevention, Recovery, Resiliency, and Mitigation Update (PRRM)

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## American Rescue Plan Act (ARPA)

- Mendocino County Allotment \$16,849,976
- 50% was awarded on August 6, 2021
- The remaining 50% will be awarded 12 months after the first allocation
- As of October 2021, \$4.7M has been obligated to projects relating to supporting the public health emergency, the negative economic impacts from the pandemic, and investments in water and sewer infrastructure
- Funding to be designated for County core services, infrastructure projects, and emergency funding, before other considerations and is to be appropriated using the final rule guidelines
- Final rule guidelines anticipated to be released in early 2022.

## Drought

- Local emergency declared on April 20, 2021
- State of emergency declared on May 10, 2021
- Began hauling water in September and commenced in early October with close to 1.3M gallons of water hauled
- Grant funding through Department of Water Resources (DWR) was awarded on September 21, 2021 allowing water to be hauled for residential use
- CDAA was enacted on October 19, 2021
- Total obligated drought expenses as of October 31, 2021 is \$500,000, with a portion being applied to DWR grant funding and the remaining applied to the allocation from PG&E Disaster Settlement Funds
- Discussions regarding long-term planning and projects are being held internally and with State and community partners

# Prevention, Recovery, Resiliency, and Mitigation Update (PRRM)

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## Pacific Gas & Electric (PG&E) Disaster Settlement

- Board of Supervisors allocated part of the funds on August 17, 2021
- Executive Office, PRRM, and County Counsel teams have been working with agencies to help distribute funds
- Over 50 unique contracts will need to be administered to approximately 40 outside agencies
- Funds awarded to internal County departments are being appropriated as part of 1<sup>st</sup> Quarter, and can be found in attachment A of the report
- All agencies and internal departments will be required to provide documentation on expenses to ensure proper use of funds

## Hopkins Fire

- Burned over 250 acres
- Destroyed over 50 structures
- No Federal declaration (at this time)
- California Disaster Assistance Act (CDAA) has been approved
- California Department of Toxic Substances Control (DTSC) began household hazardous waste cleanup on November 2, 2021
- Remaining debris removal process will begin after DTSC work is complete

# One-Time Carry Forward

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\$4,477,855

Per Auditor-Controller FY 2020-21 Closeout

\$3,069,674 in General Fund Carry Forward for FY 2021-22

\$ 1,408,181 other revenues for General Fund Carry Forward for  
FY 2021-22

**\$4,477,855** available as total General Fund Carry Forward from  
FY 2020-21

# FY 2021-22 Funding Needs

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- Fiscal Stability - \$331,880
- Financial Sustainability - \$200,000
- Organizational Development - \$8,932,466
  - Jail Expansion - \$4,000,000
  - Administration Roof - \$2,500,000
  - Cannabis Code Enforcement Enhancement - \$500,000
  - Sheriff's Office & GSA Fiber Extension - \$425,000 (cannot proceed with Jail expansion until this is complete)
- Disaster Recovery and Resiliency - \$548,000

*\*Summarized from Attachment B*

- **Total - \$10,012,346**

# FY 2021-22 Funding Options

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- Fund Board of Supervisors Obligated Projects
  - Partially Fund Jail Each Quarter
- Pre-Trial Site Assessment
- Urgent in progress Infrastructure Projects
- American Rescue Plan Act (ARPA) funding to be designated for County core services, infrastructure, projects, and emergency funding before other considerations and is to be appropriated using the final guidelines.



# CEO Recommendations

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- Accept the Fiscal Year 2021-22 First Quarter Report as presented
- Approve the 1st Quarter Department Net Zero Adjustments (Attachment A)
- Approve the One Time Carryforward Fund Balance from FY 2020-21 for the Funding needs for FY 2021-22 (Attachment B), with a formal resolution adopting the amended FY 21-22 Mendocino County Budget based on the above direction.
- Approve the 1st Quarter Fixed Asset Request (Attachment C)
- Direct that American Rescue Plan Act (ARPA) funding to be designated for County core services, infrastructure, projects, and emergency funding before other considerations and is to be appropriated using the final guidelines.

# Future Budget Schedule

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December 2021 - Fee Hearing

March 2022 – Mid-year Report

April 2022 – Fee Hearing

Spring Budget Workshops

May 2022 – 3<sup>rd</sup> Quarter Report

June 2022 – Budget Hearings and Adoption





# 1ST QUARTER REPORT QUESTIONS?



# COUNTY OF MENDOCINO

STATE OF CALIFORNIA

FY 2021-22

## **1ST QUARTER REPORT & ADJUSTMENTS**

Chief Executive Officer: Carmel J. Angelo  
Assistant Chief Executive Officer: Darcie Antle  
and  
Fiscal Team

November 16, 2021

HWY 128  
Courtesy of Visit Mendocino



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### **Attachments:**

FY 2021-21 1 <sup>st</sup> Quarter Budget Net Zero Adjustments .....	Attachment A
FY 2021-22 1 <sup>st</sup> Quarter Departmental Funding Requests .....	Attachment B
FY 2021-22 1 <sup>st</sup> Quarter Fixed Asset Request .....	Attachment C

### Purpose

With this document, we begin the Budget Reporting process to the Board of Supervisors for Fiscal Year (FY) 2021-22. The First Quarter Report covers the first quarter of the budget year, from July 1, 2021 through September 30, 2021, and provides detailed information projecting how the County budget status is likely to end on June 30, 2022. As with quarterly reports presented to the Board of Supervisors in the past, this report examines the Net County Cost (NCC) projections of departments across the County system. The NCC for a department is identified by taking the annual expenditures of a department and subtracting the annual revenues derived by that department. Most departments cannot operate or maintain services without infusions of discretionary general fund dollars. These infusions of revenue are financed primarily by property tax, sales tax, and transient occupancy tax revenues. The pool from which the County provides these monies is limited and is annually adopted in the County's budget as Budget Unit 1000. First quarter does not typically project additional funding from current fiscal year departmental projections. Funding for first quarter is from one-time carry forward money from the prior fiscal year. One-time funds are not to be used for ongoing expenses. Ongoing expenses should be allocated from identified revenue projections.

California Government Code § 29009 requires the County to produce a balanced budget and the quarterly reporting is an important step in the process of fulfilling this legal requirement of the County's financial management. Every year the County hopes to produce a budget that is balanced between the needs of our community and the revenue reality that is presented. All decisions and policy in this matter are solely the responsibility of the Board of Supervisors. The Chief Executive Officer serves as the administrative officer designated by the Board to advise and administer Board direction in fulfilling the requirements of GC § 29009.

### Budget Goals & Priorities

In prior budget cycles, the Board of Supervisors identified budget goals and priorities, as focus areas in the development and implementation of the County budget. The guidelines, and goals and priorities include:

#### Budget Guidelines

- Maintain current levels of services
- Invest in County infrastructure
- Focus on financial sustainability and identify cost savings whenever possible

#### Goals & Priorities

- **Fiscal Stability**
  - Debt mitigation and elimination are a priority
  - New Jail additional costs unknown
  - Overall Facilities improvements – Roofs & HVAC
  - ADA transition plan
- **Financial Sustainability**
  - Maintain the reserve policy
  - One-time revenue is not to be used for on-going expenses
  - Cannabis Program sustainability



## Budget Goals & Priorities - Continued

- **Organizational Development**
  - Investing in the Organization's future through the Leadership Initiative, succession planning, and recruitment and retention practices.
  - Identify and measure departmental performance metrics
  - Operational efficiencies
  - Employee salaries
  - Criminal Justice staffing for new mandated transparency reporting
    - (SO, DA, PD, PR, JH, JA)
  - Facility preventative maintenance
  - Strategic Planning
- **Investment in Roads**
- **Economic/Business Development**
  - Support new housing development
  - Broadband
  - Grant writer program
  - Use of solar
  - Small business support
- **Support for Emergency Services**
  - Staffing support for Local Emergency Medical Services (LEMSA)
  - Explore Emergency Medical Services (EMS) Joint Powers Authority (JPA)
- **Disaster Recovery and Resiliency**
  - Emergency preparedness
  - Emergency access routes
  - Continued pandemic support
  - Hazard mitigation
- **Local Homeless Issues**
  - Project HomeKey
- **Support Community Partners**
  - Fire districts
  - Fire safe awareness / forest management
  - Potter Valley Water Project
  - Climate Action Committee
  - County Service Area 3
  - Other Special Districts/Agencies

The Executive Office continues to focus on these goals and priorities in the administration of the Budget for FY 2021-22.

## STATE AND FEDERAL WATCH LIST

### State Budget Watch List

- Jan. 1 - Statutes take effect (Art. IV, Sec. 8 (c)).
- Jan. 3 - Legislature reconvenes (J.R. 51(a) (4)).
- Jan. 10 - Budget must be submitted by Governor (Art. IV, Sec. 12 (a)).
- Jan. 14 - Last day for policy committees to hear and report to fiscal Committees fiscal bills introduced in their house in 2021(J.R. 61(b) (1)).
- Jan. 21 - Last day for any committee to hear and report to the Floor bills introduced in their house in 2021(J.R. 61(b) (2)).
- Jan. 21 - Last day to submit bill requests to the Office of Legislative Counsel.
- Jan. 31 - Last day for each house to pass bills introduced in 2021 in their house (Art. IV, Sec. 10 (c)), (J.R. 61(b) (3)).
- Feb. 18 - Last day for bills to be introduced (J.R. 61(b) (4)), (J.R. 54(a)).
- Apr. 18 - Legislature reconvenes from Spring Recess (J.R. 51(b) (1)).
- Apr. 29 - Last day for policy committees to hear and report to fiscal Committees fiscal bills introduced in their house (J.R. 61(b) (5)).
- May 6 - Last day for policy committees to hear and report to the floor non-fiscal bills introduced in their house origin.
- May 13 - Last day for policy committees to meet prior to May 31(J.R. 61(b) (7)).
- May 20 - Last day for fiscal committees to hear and report to the Floor bills introduced in their house (J.R. 61 (b) (8)). Last day for fiscal committees to meet prior to May 31(J.R. 61 (b) (9)).
- May 27 - Last day for bills to be passed out of the house of origin (J.R. 61(b) (11))
- June 15 - Budget Bill must be passed by midnight.

### Federal Budget Watch List

- October - Start of Federal FY 2022
- December 3 - Continuing resolution expires for remaining appropriation bills for FY 2021
- February 1<sup>st</sup> - Deadline for the President to submit FY 2022 Budget
- February - FY 2022 Congressional budget processes begins

## EXECUTIVE SUMMARY

We are following the Board of Supervisors' fiscal management goals and directives, focusing on fiscal stability, financial sustainability and organizational development. As the general cost of providing the County's core services continues to rise, including the cost of salaries, benefits and pensions, public safety, and the unknown impacts of the COVID-19 Pandemic and other disasters, we must remain cautious in our approach to spending and look for innovative methods in providing core services, opportunities to reimagine the budget, now and into the future. Fiscal Year 2021-22 will continue to be a year of uncertainty.

The County's fiscal health requires building resiliency into the budget for support of our employees, strategic communication infrastructure, strengthening readiness, and emergency preparedness and mitigation, and the new norm of disasters. This county has had 5 disasters in the last twelve months; COVID-19, August Fire, Oak Fire, Drought, and Hopkins Fire. While all but three seem behind us, the impacts of these disasters and others since 2017 are still being worked by staff as the impacts on the economy and environment will last over decades.

## EXECUTIVE SUMMARY - CONTINUED

This budget provides the foundation to work from as we strive to improve and move Mendocino County into the future.

The final carry forward amount from FY 2020-21 to be used as one-time expenditures for FY 2021-22 is \$4,477,855.

In previous years, the carry forward amounts were; FY 2019-20 was \$6,127,189, FY 2018-19 was \$5,440,285, FY 2017-18 was \$3,965,190, FY 2016-17 was \$6,404,171, FY 2015-16 was \$8,827,145, FY 2014-15 was \$11,734,766, FY 2013-14 was \$8,850,853, FY 2012-13 was \$6,798,242, and FY 2011-12 was \$2,976,286. We rely on departments to provide accurate quarterly budget information, which is the basis of developing the County's budget. We are aware numerous factors can affect this preliminary estimate of our year-end outcome, including unanticipated expenses, under-realized or over-realized revenues, vacancy factors, as well as other unforeseen circumstances. The Executive Office conducted Budget Manager Training Sessions in 2020-21 to provide departments with tools and best management practices when developing and managing their respective budgets. Those trainings have continued into this year with contract management training added to the courses. The majority of the projected carry forward is much closer to the budgeted amounts due to the Executive Office, the Auditor's Office and the Departments' careful estimation of expenditures and revenues and thoughtful oversight of the budget. As budget training continues, the goal is to improve estimation of future expenditures and revenues. The County will continue to experience increases in operating costs with the biggest impacts expected to be salary and benefit related costs and infrastructure. The 1<sup>st</sup> Quarter Report provides an overview of the current budget and recommended budget adjustments and use of one-time carryforward.

## LOCAL ECONOMY

Mendocino County's first quarter economic performance has been affected by the continuing uncertainty of consumer spending, a lagging talent pipeline, limited connectivity, housing, and surges in COVID-19 cases.

### Consumer Spending:

An important key to any economic recovery is consumers' attitudes. The more confident they are that things are improving, the more they're willing to spend. Local consumer confidence level is not yet at that desired point. However, we have seen an unprecedented increase in Transient Occupancy Tax revenue—52% year-over-year—due to the rush of visitors to the region. We anticipate that this growth trend will gradually flatten over time as air travel and travel abroad becomes more common. Consideration should be given to reinvest these funds into infrastructure so the county is better prepared to welcome visitors and support local businesses when it returns to normal levels of operation.

### Talent Pipeline:

According to EMSI's most recent job posting analytics, between October 2019 and September 2020 there were 43,372 total job postings for Mendocino County, of which 12,183 were unique<sup>1</sup>. While employers in Mendocino County most commonly cite the need for a bachelor's degree-education or higher for job qualifications, there continues to be a lack of jobs with incomes that can support households living in this area. Four of the most prominent occupations (retail, food services, health aides, food prep) on average pay below minimum wage, which contributes to outbound migration that, in turn, shrinks the talent pipeline.

<sup>1</sup> EMSI – Provided by West Company

## LOCAL ECONOMY - CONTINUED

### Housing Affordability:

The per capita income in Mendocino County is \$29,752 and median household income is \$53,841<sup>2</sup>, factors that place the ability to own a home out of reach for many. The Housing Affordability Index, which measures the financial ability of a typical household to purchase an existing home in the area, shows Mendocino County is on the less affordable side. The index indicates home-buyers in Mendocino County need a minimum qualifying income of \$68,700. For renter households, median rent numbers can be translated to annual income requirements for affordability. In order not to be cost-burdened, a household should not pay more than 30 to 35 percent of its income towards rental costs. The median rent numbers reveals that households in Mendocino County would need to earn at least \$34,956 in annual income to afford a studio and at least \$80,892 for a four bedroom house, without being cost-burdened.

### Limited Connectivity:

As we transition slowly into a post-pandemic environment the need for timely and relevant information will only continue to grow. Reliable connectivity will continue to be a key economic driver. When rural regions can easily access the internet, good connectivity can potentially enable greater e-commerce capabilities and improved quality of healthcare, among other benefits. On average, 16% of households across Mendocino County are without internet<sup>3</sup> and in the unincorporated areas the percentage is even higher. Close attention should be paid to regional collaborations and new connectivity technologies on the horizon as livability standards will be dominated by the need for reliable, ubiquitous connections.

### COVID-19 Surge:

The COVID-19 pandemic has driven radical shifts in demand, buying patterns, and perceived value across products. Business owners must pay attention to pandemic price spikes within their supply chain and manage inventory accordingly. As businesses emerge from the pandemic, more than 80 percent face critical skills gaps.<sup>4</sup> In these new circumstances, consideration should be given to rapidly institute an new era of apprenticeship and internship programs that can be central to an organization's strategy for improving capabilities.

<sup>2</sup> ERSI Business Analyst 2020 – Provided by West Company

<sup>3</sup> Business Analyst 2020 Data – Provided by West Company

<sup>4</sup> McKinsey & Co. COVID Update Oct 2021 – Provided by West Company

## DISCRETIONARY REVENUES

At the 1st Quarter Update, there is a limited amount of information regarding discretionary revenues. The bulk of discretionary revenue is property tax and the first distribution of property tax revenue is not scheduled until December 2021. More detailed information on all revenues from Budget Unit 1000 will be available as a part of the mid-year report.

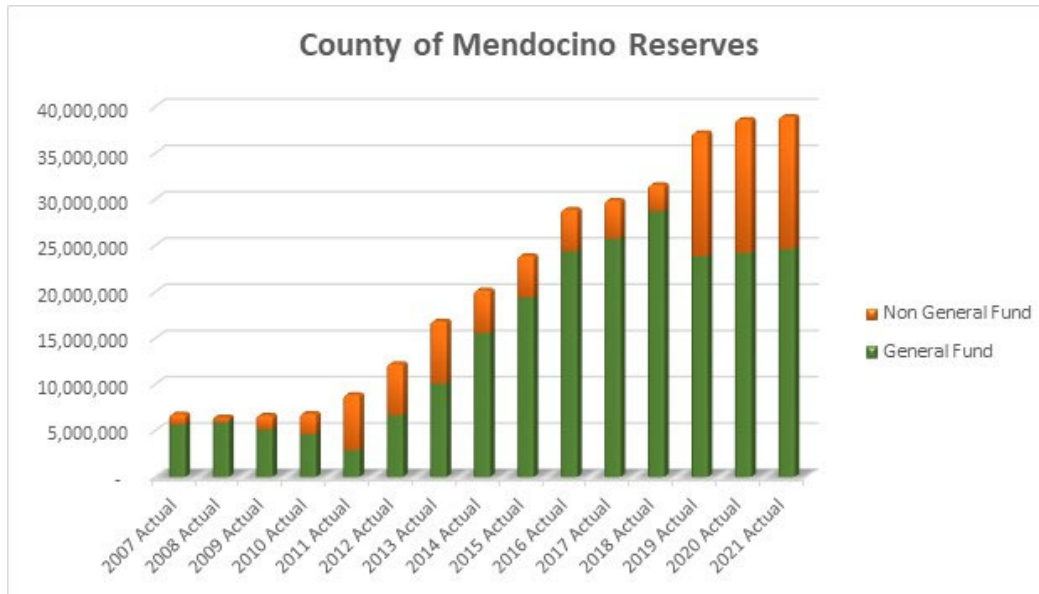
## FY 2020-21 CLOSE OUT

The Board adopted the FY 2021-22 budget in a one-step process by holding budget Hearings and approving the final budget in June. Due to this timeline, the Budget was adopted prior to the final close out of the previous fiscal year. The Auditor/Controller in the past has utilized a 60-day accrual period and closes the previous year's books on August 31<sup>st</sup>. This year due to the Auditor/Controller retirement on September 4, 2021, closing the year took an additional 27 days. When the Board adopted the budget in June the final numbers for FY 2020-21 were estimated using each Department's 3<sup>rd</sup> Quarter projections. When the books were closed, the final fund balance was \$4,477,855, more than projected. This change was due in part to an increase in sales tax and transient occupancy tax. It is important to note significant effort is required to maximize savings to the General Fund at year-end.

## RESERVE ACCOUNTS

In 2010, the County of Mendocino's general fund reserves were at \$4.6 million and non-general fund reserves were at \$2.2 million. At the close of Fiscal Year 2020-21, general fund reserves are at \$24.6 million and non-general fund reserves at \$14.3 million. This is an increase of over \$32 million in the last decade. With a heightened awareness, by departments, and active staff members, seeking alternate funding sources combined with the increasing health of County reserves, the County of Mendocino continues planning for future resilience.

The County of Mendocino's reserves continued to see moderate growth from FY 2019-20 to FY 2020-21. Should the Feasibility study find the Alternate Care Site acceptable for Mental Health Treatment Act goals, the General Reserves will be paid \$2,550,000, as was directed by the Board of Supervisors at the Third Quarter Report for FY 2020-21, on May 4, 2021.



## STRATEGIC PLAN UPDATE

Mendocino County entered into an agreement with Sonoma-based Bischoff Consulting (Consultant B.J. Bischoff) in partnership with The HR Matrix (Consultant Gary Hochman) to facilitate the development of a five-year strategic plan for Mendocino County. The consultants are working with Project Manager Anne Molgaard and a Task Force comprised of six County employee leaders with knowledge of County government operations. County Supervisors McGourty and Haschak serve as Ex Officio members of the Task Force.

To inform the direction of the plan, the consultants have gathered input from all five Supervisors, the CEO, five County government leaders identified by the Task Force, six focus groups comprised of a total of 35 County employees, all Department Heads, and staff from the Executive Office. The current version of the plan draft consists of 17 goals under these four priority areas: (1) An Effective County Government Organization; (2) A Safe and Healthy County; (3) A Thriving Economy; and (4) A Prepared and Resilient County. The next steps in the planning process include administering a survey among all County employees to obtain input on priorities; conducting virtual focus groups of County residents from specific, targeted sectors and individual interviews with key stakeholders; and conducting three virtual town halls that each address a specific priority of the plan. The consultants expect to complete the project in January 2022.

The not-to-exceed contract cost for this work is \$75,000. Bischoff Consulting has billed the County \$28,188 for work performed from July 1 through September 30, 2021.

## Recruitment Summary

Between July 1, 2021 and September 30, 2021, Human Resources received 268 staffing requests, conducted 129 recruitments, received and screened 1164 applications, conducted 69 examinations, and prepared 159 certifications. During this time period, the County hired 48 new employees and had 69 employment terminations.

As of September 30, 2021, there were 376 vacant positions, with active recruitments to fill 237 positions. Based on positions being actively recruited, the countywide recruitment rate 16.2%, while the overall vacancy rate is 25.6%. The majority of positions in the recruitment process are in Social Services (93), Sheriff's Department (27), and Public Health (18).

## Wellness Program

To date, 618 employees have completed a Biometric Health Screening and 575 have completed a Health Risk Assessment. A total of 707 employees have engaged with the VirginPulse wellness portal.

## County-Wide Training Program

The workforce development program saw the completion of 57 courses (363 training seats) between July 1, 2021 and September 30th, 2021 represented by the following training categories:

- Management & Supervisor Academy
  - Building Trust in High Performing Teams
  - The Art of Writing the Performance Evaluation
  - Performance Management
  - Leading with Effective Communication
- Professional Skills Development for Employees and Supervisors/Managers
  - Cultural Competency in the Workplace
  - Best Practices for Employee Documentation/Record Management (for Supervisors/Managers)
  - Using Emotional Intelligence for Workplace Success
  - Difficult Conversations
  - Mental Health, Substance Abuse & Suicide Prevention Awareness
- On Demand Learning
  - Technical Skills Courses (Adobe Acrobat, Email Management, Excel, Word & PowerPoint etc.)
  - Supervisor/Manager/Leadership Courses (Better Business Writing, Resolving Conflict, Employee Discipline, Meetings that Get Results, Successful Negotiation etc.)
  - Professional Skills Development Courses (Customer Service, Time Management, Mental Health, Health & Wellness, COVID-19, Anger Violence & Conflict in the Workplace etc.)

## 2021 Labor Chart – 1<sup>st</sup> Quarter

Bargaining Unit	Contract Status	Contract Start Date	Contract End Date*
Confidential	Current	7/1/2019	6/30/2022
Department Heads	Current	9/1/2019	8/31/2022
DSA	Current	7/1/2019	6/30/2022
Management	Current	10/1/2019	9/30/2022
MCLEMA	Current	7/1/2019	6/30/2022

MCPAA	Current	7/1/2019	6/30/2022
MCPEA	Current	10/1/2019	9/30/2022
SEIU	Current	7/1/2019	6/30/2022
Unrepresented**	Current	9/1/2019	8/31/2022

\*All 8 bargaining units will begin negotiations next year – 2022

\*\*Tied to Department Heads Bargaining Group

#### Acronym Definitions:

DSA – Deputy Sheriff's Association

MCLEMA – Mendocino County Law Enforcement Management Association

MCPAA – Mendocino County Public Attorneys Association

MCPEA – Mendocino County Probation Employees Association

SEIU 1021 – Service Employees' International Union, Local 1021

## PROJECT HOMEKEY

In October 2021, County of Mendocino's Project Homekey site was recognized at a Soiree By The Bay event hosted by Enterprise Community Partners for our "incredible work to safely house our community's most marginalized families and individuals." Mendocino County received Project Homekey funds in the very first round of awardees at the height of the pandemic in August 2020, with the goal of providing desperately needed stable housing to households that are homeless or at-risk-of homelessness. By November, the County had purchased the former Best Western Inn in Ukiah and subsequently completed a partial remodel of the building to install kitchenettes, replace flooring, and make additional building modifications. The County entered into a property management agreement with Rural Communities Housing Development Corporation, and Public Health and Social Services staff provide programmatic oversight and significant on-site support to residents. In April 2021, 37 households made up of 68 adults and children moved into the newly named Live Oak Apartments. The project is dedicated to supporting households in their own efforts to transform their lives and permanently recover from homelessness.

## GENERAL SERVICES/INTERNAL SUPPORT UPDATE

### Vehicle Replacement

Per the Board's direction, General Services and Executive Office Fiscal Team staff have been analyzing options associated with the County's vehicle replacement program. For the past several months, staff have been meeting with Enterprise Fleet Management (EFM) and their fleet management services team in order to consider and compare various fleet management models. EFM offers services including: Open End Leases, Maintenance Management Programs, Vehicle Performance Data Reporting, Fleet Planning Technology, and License, Title & Registration Services. In reviewing this lease program as an option, staff are analyzing fleet data including County vehicle fleet miles driven on average (by vehicle type, funding source and department), the average age of the County's fleet & projections associated with the draft replacement program model, and the economics associated with replacement timelines. Additionally, staff are preparing to present a cost benefit comparison of a County owned/maintained fleet v. a blend of leased fleet vehicles for Board consideration. It should be noted that regardless of the lease options being considered, the County will have various types of vehicles (i.e. public safety pursuit vehicles) that will likely be owned and maintained by the County, which will result in a lease/owned combined fleet administration model.

Below is a draft example of a fleet replacement schedule, based upon industry standards and in comparing our surrounding counties models. It is anticipated that staff will have additional information to present to the Board, including fiscal projections associated with vehicle replacement funding by funding source by the end of this calendar year in order to provide direction to departments and staff for the following FY budget cycle. It is our intent to also present the Board with information that includes a potential phased in approach to transitioning to the lease model as appropriate.



## Vehicle Replacement - Continued

Draft Mendocino County Replacement Program		
Vehicle Type	Replacement Miles	Replacement Age
Mid-size Sedan / Hybrid	100,000	5
Full size Sedan	100,000	5
Police Cruiser/Pursuit	90,000	4
4X4, 1/2 & 1 ton pick up, Vans, SUV	90,000	7

## Parks Administration

In August of 2021, the County's administrative services related to the Parks systems were transitioned from the Cultural Services Agency to the General Services/Central Services Division (Budget Unit 1160). Although there were funding adjustments and considerations made when parks were transitioned to the Cultural Services Agency in 2018, the Executive Office Fiscal Team advised that adjustments to the General Services/Central Services Division operating budget would occur later in the FY as needed. As a result, the General Services/Central Services Division operating budget will be projecting to come in over Net County Cost based on absorbing the parks administration salary and operational related expenses. As this Board is aware, the County kicked off the second phase of the Parks Needs Assessment in late August. At that time, the Board appointed an ad hoc committee (Supervisors Mulheren and McGourty). It is anticipated that staff and the ad hoc committee will be meeting throughout the next several months, with the results of the second phase of the needs assessment being presented to the Board for their review and consideration.

## Energy Audit

In response to Board direction regarding reducing the County's carbon footprint and in order to develop a more energy efficient real property portfolio, General Services and Executive Office Fiscal Team staff have been working with an outside agency to perform an audit of most County owned facilities. This audit is being performed at no cost to the County and will result in an analysis on the County's facilities, including identifying potential energy retrofit projects or efficiency efforts that can be undertaken. Staff are at the final stages of this audit process and anticipate presenting the result to the Board late this calendar year. In addition to the energy audit and in an effort to follow the Board direction on a countywide plan to reduce greenhouse gas emissions. Staff have been working with Sonoma Clean Power on converting our County owned facilities from "CleanStart" service to "EverGreen" service or 100% clean power. The EverGreen plan from Sonoma Clean Power uses 100 percent local renewable power sources. Staff will have a fiscal overview regarding the impacts of this conversion for Board consideration during the presentation the energy audit results as well.

## Facilities Planning and Assessments

The County is in the fourth year of its most recent Five Year Capital Improvement Plan (CIP). As previously reported, General Services/Facilities Division staff are in the process of engaging in many planning and strategic processes related to the County's owned and leased real property, including: Space Utilization Analysis, Five Year CIP (2017-2022), ADA Plan update, Facility Safety/Security Assessment, Energy Efficiency Analysis, Generator/Epower plan, Facility Condition Analysis, and the phase two Parks Needs Assessment. As noted in several critical funding project requests below, the result of more than fifteen years of deferred preventative maintenance, coupled with an unstable funding stream, has resulted in a CIP that is increasing annually and resulting in County staff having to perform more and more emergency work and/or repairs. Staff anticipates presenting various funding models, along with the findings from the various planning tools referenced above.

## CAPITAL IMPROVEMENT ADJUSTMENT REQUESTS

In the assessment processes to date, there are several capital improvement projects that either were included in the current CIP or have risen to the top of Facilities priority for funding due to the need to address life, health, safety and welfare of our employees and citizens that should be prioritized for funding. These requests are categorized as follows: Specific Critical Funding Priorities are projects that have been identified by departments as critical to meet compliance requirements or other needs, or are failed systems that need to be replaced. Prior Year Funding Priorities for both general fund and non-general fund facilities are CIP projects that are needed to replace building systems that are at or near the end of useful life and have previously been presented to the board as priorities. As the County's facilities and the systems and equipment that serve them continue to age, system failures will elevate specific projects to critical, and limit the County's resources available to plan and implement longer range improvements that can address cost efficiency and climate priorities.

<b>Specific Critical Funding Priorities:</b>	<b>Needed</b>	<b>Recommended</b>
Space Needs Assessment (prior Board direction/approval in FY 2020/21)	\$100,000	\$100,000
Administration Center Security Project Enhancements	\$50,000	\$50,000
Fort Bragg Justice Center HVAC Replacement (with Electric Heat Pump)	\$400,000	\$400,000
Known HVAC Replacements (Jail Building 2 & Department of Transportation)	\$75,000	\$75,000
Known Roof Repairs (Point Arena Air Force Base Roof Repairs)	\$125,000	\$125,000
Known Hazardous Tree Removal ( Point Arena Vets Hall)	\$60,000	\$60,000
*Sheriff's Office & General Services Agency Campus Fiber Extensions	\$425,000	\$425,000
**Pre-trial Inmate Interview Location Feasibility	\$50,000	\$50,000
Board Chambers Seating Upgrade	\$90,000	\$90,000
<b>Total</b>	<b>\$1,375,000</b>	<b>\$1,375,000</b>
<i>*The County's IT Master Plan includes initiative #74 MCSO structured cabling for both internal and Outside Plant (OSP), including upgrading the OSP network to 10Gb capability</i>		
<b>Prior Year Funding Priorities:</b>		
Administration Center Roof (Final Phase)	\$2,500,000	\$2,500,000
Remote Generator Monitoring Phase 2	\$20,000	\$20,000
Fire Alarm Systems for High Risk Buildings (Courthouse Annex)	\$50,000	\$50,000
Priority Roof Replacement/Repair Agriculture Roof Replacement	\$190,000	\$190,000
ADA Improvements - Point Arena Veterans Hall - Restroom upgrades	\$15,000	\$15,000
Deferred Maintenance Project - Fort Bragg Vets Sidewalk Replacement	\$30,000	\$30,000
Deferred Maintenance Project - Museum Gutter Repairs	\$30,000	\$30,000
Administration Center Generator(s)	\$450,000	
<b>Total:</b>	<b>\$3,285,000</b>	<b>\$2,835,000</b>
<b>Prior Year Funding Priorities Non-General Fund:</b>		
Ukiah Library Roof	\$700,000	
Public Health Mental Health Roof Replacement	\$2,400,000	
DOT Ukiah Roof Admin Area	\$315,000	
DOT Ukiah Roof Shop Area	\$500,000	
DOT Fort Bragg Shop Roof & Electrical/New Building	\$500,000	
Child Support Roof	\$250,000	
<b>Total:</b>	<b>\$4,665,000</b>	

## Campus Fiber Extension – Sheriff’s Office and General Service Agency

Included in the critical funding priority request above is \$425,000 for a project to provide new fiber links to several building sites that will have service interrupted with the construction of the new Jail Project. This project accelerates implementation of a long planned phase of the upgrade of the County’s data network. The recently completed fiber connection between the 911 building and the Sheriff’s Office Data room was the first phase, providing much greater band width than the original line that feeds through the facilities building and the Main Jail. However, the Main Jail, Jail Building 2 and the Jail Programs / Detectives building, as well as the General Services building are still fed by the old line that will be in the footprint of the new Jail Building 3. This project will provide connections for each of these buildings to the new 10 gig single mode fiber network standard.

## Pre-Trial Conference

Included in the critical funding priority request above is funding related to Pre-trial Inmate Interview Location Feasibility study. This request is due to the California Supreme Court ruling in Humphrey and the fact most counties have already been operating some type of Pre-trial program for jail releases; the criminal justice partners, in conjunction with the executive office, have been working on implementing a Pre-trial program in Mendocino County the last several months. As we come closer to implementation, the Board of Supervisors has already taken some steps. Three new FTEs have been allocated to the Probation Department which are in the recruitment process. Next steps include signing an MOU with the Court. The state has identified some money to go directly to trial courts that can be passed through directly to departments implementing Pre-trial. This amount is approximately \$200,000 ongoing and \$206,000 for implementation needs in Mendocino County. Staff have been reviewing existing operational space available for Pre-trial officers at the jail, and determined that due to the very limited amount of space, an assessment needs to be completed. Preliminary findings indicate that the most viable option is to have Pre-trial officers at the jail who are allowed to move inmates to and from dedicated working space so as not to interfere with other jail operations and processes. The preliminary concepts include placing a modular building inside the secure jail fencing as the most practical and efficient way to proceed. Staff are analyzing potential funding sources, including the Pre-Trial implementation funding, however, that would be contingent upon CCP consideration and approval. The funding request below would allow staff to proceed with the feasibility assessment as quickly as possible with the results of the findings reported to the Board, along with clarification on the various funding sources should the project proceed.

## Fiscal Year 2020-21 Key Completed Projects

Also of noteworthy reporting are Facilities completed projects for Fiscal Year 2020-21. These represent the capital projects completed. In addition, there are many maintenance projects that are completed via the County’s work orders system which are funded via the operating budget within Facilities BU 1610:

Title	Description	Cost/Estimate
Generator Interconnect Projects Six (6) locations	Provides provisions for supplemental generators at housing units and critical facilities	\$165,072
Sheriff’s Office Training Room Carpet Replacement	New flooring in the Donovan Room and Detectives Offices	\$55,192
911 Uninterrupted Power Supply System Replacement	Upgrade and replacement of the UPS for the 911 systems, Sheriff’s Office and communications servers	\$49,186
Remote Generator Monitoring System (Phase 1)	Install monitors for real time status of emergency generators throughout the county	\$21,179

Administration Center Roof Replacement Project Southeast Phase 2 & 3	Replaced the roofing system at Planning, Building and Environmental Health including 10 new HVAC units	\$1,887,411
Underground Fiber Cabling for Sheriff's Offices	Provides new high speed fiber cable link between the main fiber hub at 911 and the Sheriff's Office Complex	\$290,917
Mental Health Rooms 381 & 383 Water Damage Abatement	Completed abatement work for water damage at Mental Health rooms 381 - 383	\$28,262
Sanhedrin/Big Signal Peak Power Pole Replacement – Phase 1 of 3	Replaced one third (7) of the county owned power poles serving the Sanhedrin/Big Signal Peak microwave communications site	\$131,622
Main Jail Roof Replacement	Replaced the roofing system at the Main Jail including tapered insulation and three new HVAC units	\$966,207
Back-Up Power Provision for Administration Center	Installed quick connect provisions for supplemental generators at the Administration Center Electrical Panels	\$91,433
Department of Transportation - Video Security System - Laytonville	Installed video cameras and monitoring system for loss prevention at the Laytonville Road Yard	\$24,992
Department of Transportation - Video Security System - Point Arena	Installed video cameras and monitoring system for loss prevention at the Point Arena Road Yard	\$25,312
Point Arena Microwave Upgrade - Communications	Completed the build-out to relocate and upgrade the microwave communications facility at the Point Arena Air force Base	\$659,233
Main Jail East Gate Emergency Repairs	Repaired damage to the main jail yard gate to the parking lot	\$5,450
Public Health HVAC Unit 18 Replacement	Replacement of a failed HVAC unit at Public Health, Building 54	\$15,534
Mental Health HAVC Unit 22 Replacement	Replacement of a failed HVAC unit at Mental Health, Building 54	\$14,975
Underground Storage Tank Wells & Monitoring Fort Bragg& Willits Road Yards	Completed Closure of the Fort Bragg Road Yard UST site and continued monitoring at Willits Road Yard UST site	\$48,096
Covelo Road Yard UST Monitoring and Wells	At the direction of the North Coast Water Resources Control Board, initiated monitoring that had been previously recommended for closure	\$32,928
Sealing, Waterproofing & Painting at Spanish Mountain Repeater Site	Complete upgrade to the Spanish Mountain repeater site including waterproofing, new generator and electrical upgrades	\$176,288
Refresh APS Break Room V-2 South Yokayo	Replaced deteriorating breakroom cabinets at South Yokayo	\$17,865
Redwood Valley Water Damage Repairs	Completed Water damage mitigation and drying as a result of plumbing leak at residence located at 8207 East Road in Redwood Valley	\$11,900
	Total cost of projects completed in FY 2020	\$4,719,054

**Electronic Mail Conversion Update**

The IT Master Plan identified the recommended transition from the existing electronic mail platform to cloud based Office 365. The Board of Supervisors approved \$250,000 in phase I funding at FY 2020-21 mid-year. The Information Services Division, in conjunction with the Central Services Division, issued a Request for proposal (RFP) aimed toward procuring professional assistance with the conversion from GroupWise to Office 365. Information Services Division staff are finalizing contract negotiations and will bring a contract to the Board of Supervisors for approval in December.

**Criminal Justice Software System Replacement Update**

In February of 2020, the County's existing criminal justice software system vendor, Journal Technologies, announced the end-of-life for their JustWare case management system. Due to this, the County is required to find a new case management system for the County Justice Agencies. The replacement of this system was not originally included in the IT Master Plan proposed budget; however, this project was identified as a critical priority project. The Board of Supervisors approved \$1,000,000 in funding for estimated implementation, interfaces, maintenance and conversion fees during FY 2020-21 mid-year. The District Attorney's Office has entered into a contract with Karpel Solutions and is anticipated to go live with their new case management system, Prosecutor by Karpel, in early 2022. Contracts for Probation, Alternate Defender and Public Defender are in development and will be brought to the Board of Supervisors for approval at a later date.

**Public Safety Communications Update****Public Safety Communications South Coast Loop and Pt Arena Radar**

The Point Arena microwave repairs and installation to replace the damaged Microwave equipment and finalize the south coast microwave loop are nearly completed. Remaining work to be completed is the finalizing of new Microwave system alarms and power system monitoring as well as relocating the equipment into weather resistant equipment cabinets that have been specified, approved and ordered.

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

The new Nokia MPLS equipment installations at all County Communications sites have been successfully completed as of October 23, 2021. Saturday, October 30, 2021, all County Communications site Data services were cut over to the new MPLS system successfully.

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

The Simulcast Repeater Upgrade Project is currently proceeding on schedule. 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 early November pending arrivals of all materials and contractor availability. The funding required to finish this project (Phase 1B) 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.

## American Rescue Plan Act (ARPA)

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recover Funds (SLFRF) program. The program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses, while addressing systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The allotment to Mendocino County is \$16,849,976, of which 50% was awarded on August 6, 2021. The remaining 50% will be awarded 12 months after the first allocation. The expenditure guidance is set forth by the Department of Treasury. The Department of Treasury has released the interim-final rule, but does not anticipate releasing the final rule until early 2022. According to the interim-final rule, funding may only be used to cover costs 1) to respond to the public health emergency or its negative economic impacts, 2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, 3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency, 4) or to make necessary investments in water, sewer, or broadband infrastructure. Eligible expenses must be obligated between March 3, 2021 and December 31, 2024, and projects must be completed by December 31, 2026. ARPA funding is designated for County core services, infrastructure, projects, and emergency funding, before other considerations and is to be appropriated using the final guidelines.

## Drought

The Board of Supervisors, on April 20, 2021 declared a local state of emergency and noted conditions of extreme peril to the safety of persons and property have arisen due to drought conditions. A state of emergency was declared by Governor Newsom on May 10, 2021. Water hauling began in September and commenced in the beginning of October, with close to 1.3M gallons of water hauled. Grant funding was awarded through the Department of Water Resources Small Community Drought Relief Program, on September 21, 2021 allowing for water hauling for residential use. The State enacted the California Disaster Assistance Act (CDAA), on October 19, 2021 which will potentially open up additional funding. Discussions regarding long-term planning and projects are being held internally and with community partners.

## Pacific Gas & Electric (PG&E) Disaster Settlement

The Board of Supervisors, on August 17, 2021, allocated part of the PG&E Disaster Settlement Funds. The Executive Office Fiscal Team, along with PRRM and County Counsel have been meeting weekly to help administer the PG&E Disaster Settlement funds. The internal team has been working diligently to create contracts for external agencies who were awarded funds. This is an extensive task, as it is anticipated over 50 unique contracts will need to be created. The funds awarded to internal departments are being appropriated during 1st Quarter, and can be found in attachment A of this report. All agencies will be required to provide documentation on expense to ensure proper use of funds. The Mendocino County Facilities and Information Services' PG&E funding request described as "Emergency Infrastructure Microwave Hardening – Phase 2 (Sanel)" in the amount of \$350,000 was intended to apply to urgent Microwave Site Hardening need at **numerous** public safety microwave communication sites (notably the Sanel site, as it is in a high fire area.

## Hopkins Fire

The Hopkins Fire, which was the result of arson, started on Sunday, September 12, 2021, burned over 250 acres, and destroyed over 50 structures. The Mendocino County Health Officer and CEO/Director of Emergency Services, on September 16, 2021 issued a local health emergency and proclaimed the existence of a local emergency. The Prevention, Recovery, Resiliency, and Mitigation (PRRM) team, along with LACO Associates, and California Office of Emergency Services (CalOES) Watershed and Debris Flow Task Force, on September 29, 2021 visited the 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. The PRRM team hosted a Local Assistance Center (LAC) for the Hopkins Fire Survivors on October 7, 2021. The State declared the fire an emergency on October 22, 2021 which enacted California Disaster Assistance Act (CDAA), and opens up potential funding. The PRRM team, LACO Associates, the California Conservation Corps (CCC), along with Russian River Keepers, on October 22, 2021 installed a little over 2,300 linear feet of straw wattles, and silt socks to mitigate the environmental impact related to 10 parcels adjacent to the Russian River. The California Department of Toxic Substances Control (DTSC) began household hazardous waste cleanup of the burn scar on November 2, 2021 and completed on November 4, 2021. The remaining debris removal process, will begin after DTSC has completed their work. Additionally, the U.S. Small Business Administration (SBA), on October 26, 2021 approved the County's request for a disaster declaration. The declaration allows residents impacted by the Hopkins Fire to apply for low interest disaster loans.

## Grants

The PRRM team continues to implement on-going grants and resiliency mitigation projects. The team has secured over \$37M in funding since 2018, and a potential \$3.5M in additional funding is pending in grant applications. During 1st Quarter the team was able to continue progress on the below projects:

**CAL FIRE - Ukiah Valley Fuels Reduction, Award Amount \$1,652,200:** Mendocino County Resource Conservation District (MCRCD) and Mendocino Fire Safe Council (MCFSC) have continued shaded fuel breaks, community chipper days, and defensible space assistance.

**CAL FIRE - Hazardous Tree Removal, Award Amount \$1,001,450:** Mendocino County Resource Conservation District (MCRCD) has concluded the project, which resulted in a little over 700 hazardous trees felled from eligible properties in the 2017 Redwood Complex Fire footprint. Additionally, a Vermeer BC100XL Chipper was purchased to support fuels reduction activities primarily in Redwood Valley, and will be available for use on Mendocino County Fire Safe Council (MCFSC) projects outside Redwood Valley if there are no scheduling conflicts. The chipper is housed at the Redwood Valley-Calpella Fire Department.

**Community Development Block Grant (CDBG) Disaster Recovery Multi Family Housing Program (DR-MHP), Award Amount \$6,591,778:** This project allows for new construction/reconstruction, renovation/rehab of affordable multi-family housing. Project was awarded as the result of the Redwood Complex Fire. The Request for Proposal/Notice of Funding process has been completed and review of the developers' applicants are in the beginning stages.

**Hazard Mitigation Grants Program (HMGP) - Ignition Resistant Construction Phase I, Award Amount \$304,089:** The Redwood Complex Ignition Resistant Construction Project is a rebate program for property owners who install Class A roofs and vents. There are multiple phases to this project. The initial phase, which has begun, is planning and outreach to interested applicants.

## Grants - Continued

**Hazard Mitigation Grants Program (HMGP) and Department of Water Resources - Redwood Valley Water District Infrastructure Retrofit, Award Amount \$7,891,244:** The project involves the design and construction of new and replacement water lines and service laterals, within the service area of the Redwood Valley County Water District, to improve the seismic resiliency of the water system. The planning and design phase of the project is complete, and the construction phase of the project is well under way. The project is anticipated to be complete by the end of calendar year 2021.

**United States Department of Agriculture (USDA) – Emergency Operations Center Generator, Award Amount \$70,000:** Funding for a generator located at the Sheriff's Office Emergency Operations Center to keep essential and core operations online and active during a Public Safety Power Shutoff (PSPS) event.

## FY 2021-22 FUNDING NEEDS

Additional funding is recommended to be appropriated based on the Board of Supervisor's Budget Goals and Priorities. During the budget workshops and hearings, the Board discussed emerging issues around deferred maintenance and the Capital Improvements Plan, IT Master Plan/IT modernization, Jail Expansion project, Code Enforcement enhancement, and disaster recovery and resilience. In addition, this 1<sup>st</sup> Quarter review is also bringing critical funding needs forward, along with hazardous waste disposal expenses related to COVID-19, and reimbursing Pacific Gas & Electric (PG&E) Disaster settlement funds for drought related water transport expenses.

Funding for 1<sup>st</sup> Quarter is from one-time carry forward money from the prior fiscal year. One-time funds are not to be used for ongoing expenses. Ongoing expenses should be allocated from identified revenue projections. Several departments have identified ongoing needs in their departmental projections and requests for funding. As there is not a current projection for increased revenue, the County does not have an identified revenue source to allocate. These funding requests have been noted and it is recommended that they be addressed at the Mid-Year Report.

## Use of Carry Forward

A total of \$4,477,855 from the FY 2020-21 carry forward is waiting to be appropriated for FY 2021-22 as one-time funding.



## FIRST QUARTER RECOMMENDATIONS

### Recommended Budget Adjustments and Journal Entries

All of the recommended adjustments are included in the Attachment A (department net zero).

### CEO Recommended Actions

1. Accept the Fiscal Year 2021-22 First Quarter Report as presented
2. Approve the 1st Quarter Department Net Zero Adjustments (Attachment A)
3. Approve the One Time Carryforward Fund Balance from FY 2020-21 for the Funding needs for FY 2021-22 (Attachment B), with a formal resolution adopting the amended FY 21-22 Mendocino County Budget based on the above direction.
4. Approve the 1st Quarter Fixed Asset Request (Attachment C)
5. Direct that American Rescue Plan Act (ARPA) funding to be designated for County core services, infrastructure, projects, and emergency funding before other considerations and to be appropriated using the final guidelines.

**FY 2021-22 1st Quarter Budget Net Zero Adjustments and Administrative Clean Up**  
**ATTACHMENT A**

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1100	AC	1110	Auditor-Controller	861011	Regular Employees	(15,000)	Transfer to 2000 series for contract services needed due to vacancies
1100	AC	1110	Auditor-Controller	862189	Prof & Spec Svcs - Other	15,000	Transfer from 1000 series for contract services needed due to vacancies
1100	MHAS33	4050	BHRS-Mental Health	864370	Equipment	50,000	Adding 2 vehicles for Dual Mobile Response and 1 vehicle for the Crisis Support Site (\$114K funding from Measure B, \$50K ARPA)
1100	MHAS33	4050	BHRS-Mental Health	864370	Equipment	114,000	Adding 2 vehicles for Dual Mobile Response and 1 vehicle for the Crisis Support Site (\$114K funding from Measure B, \$50K ARPA)
1100	MHAS33	4050	BHRS-Mental Health	862239	Special Department Exp.	245,559	Charges for the Crisis Support Site and the Dual Mobile Response
1100	MHAS33	4050	BHRS-Mental Health	862239	Special Department Exp.	186,350	Charges for the Crisis Support Site and the Dual Mobile Response
1100	MHAS33	4050	BHRS-Mental Health	862060	Communications	3,590	Cell Phones for Dual Mobile Response Teams
1100	MHAS33	4050	BHRS-Mental Health	862250	Travel & Trans	7,140	Increase travel for Dual Mobile Response Teams
1100	MHAS33	4050	BHRS-Mental Health	861011	Regular Employees	228,800	2- Dual Mobile Response Positions
1100	MHAS33	4050	BHRS-Mental Health	827802	Operating Transfer In	(295,559)	From ARPA Funds: 1 vehicle for the Crisis Support \$50,000, Reimbursement for Crisis Support expenses \$245,559
1224	ME	4052	Measure B	862189	Prof. & Spec Svcs	779,880	Will add 2 new contracts. \$539,880 Dual Response, \$240,000 RCS Crisis Respite
1224	ME	4052				(779,880)	from fund balance-Will add 2 new contracts. \$539,880 Dual Response, \$240,000 RCS Crisis Respite
1224	ME	4052	Measure B	865802	Operating Transfer Out	539,880	MHAS33 for Dual Mobile Response
1224	ME	4052				(539,880)	From Fund Balance
1100	MHAS33	4050	BHRS-Mental Health	827802	Operating Transfer In	(114,000)	From ME 2- cars for Dual Response charged to MHAS33
1100	MHAS33	4050	BHRS-Mental Health	827802	Operating Transfer In	(425,880)	From ME Dual Mobile Response reimbursement from Measure B
4450	WZ	0445	Stepping Up Grant	862170	Office Expense	1,000	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	862189	Prof. & Spec Svcs	261,641	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	862230	Info Tech Equip	12,880	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	862239	Special Department Exp.	11,786	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	862250	Travel & Trans	1,857	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	825670	Federal Other Revenue	(289,163)	Grant extended through 9/20/22
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	1,500,000	Appropriation of PG&E Funds for Drought
1225	DR	2910	Disaster Recovery	827802-DR612	Operating Transfer In	(1,500,000)	Appropriation of PG&E Funds for Drought
1225	DR	2910	Disaster Recovery	862189-DR612	Professional Services	1,500,000	Appropriation of PG&E Funds for Drought
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	310,305	Appropriation of PG&E Funds for Unidentified Projects
1225	DR	2910	Disaster Recovery	827802-DR614	Operating Transfer In	(310,305)	Appropriation of PG&E Funds for Unidentified Projects
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	2,000,000	Appropriation of PG&E Funds for Carbon Reduction
1225	DR	2910	Disaster Recovery	827802-DR613	Operating Transfer In	(2,000,000)	Appropriation of PG&E Funds for Carbon Reduction
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	2,402,033	Appropriation of PG&E Funds - DOT
1200	RB	3041	Roads and Bridges	827802	Operating Transfer In	(1,400,318)	Appropriation of PG&E Funds - Road & Bridges
1200	RB	3041	Roads and Bridges	827802	Operating Transfer In	(1,001,715)	Appropriation of PG&E Funds - PV Road Widening
1200	RB	3041	Roads and Bridges	862193	Construction Contracts	1,400,318	Appropriation of PG&E Funds - Road & Bridges
1200	RB	3041	Roads and Bridges	862193	Construction Contracts	1,001,715	Appropriation of PG&E Funds - PV Road Widening
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	412,899	Appropriation of PG&E Funds
1225	DR	2910	Disaster Recovery	827802	Operating Transfer In	(412,899)	Appropriation of PG&E Funds
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	938,000	Appropriation of PG&E Funds - Facilities
1201	CI	1710	Capital Improvements	827802	Operating Transfer In	(938,000)	Appropriation of PG&E Funds - Facilities

FY 2021-22 1st Quarter Budget Net Zero Adjustments and Administrative Clean Up  
ATTACHMENT A

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1201	CI	1710	Capital Improvements	864360	Structures and Improvements	938,000	Appropriation of PG&E Funds - Facilities
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	1,840,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	827802	Operating Transfer In	(1,840,000)	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862239	Special Department Expense	900,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862189	Professional Services	50,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862189	Professional Services	100,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862239	Special Department Expense	500,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862239	Special Department Expense	40,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862239	Special Department Expense	250,000	Appropriation of PG&E Funds - IT Master Plan
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	512,011	Appropriation of PG&E Funds - PRRM
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(15,000)	Appropriation of PG&E Funds - PRRM Cultural Response
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(41,457)	Appropriation of PG&E Funds - PRRM HMGP Safety Element
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(62,500)	Appropriation of PG&E Funds - PRRM HMGP Hazardous Mit
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(100,000)	Appropriation of PG&E Funds - PRRM HMGP Ignition Resistance
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(43,054)	Appropriation of PG&E Funds - PRRM Early Warning Sirens Match
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(250,000)	Appropriation of PG&E Funds - PRRM Ingress/Egress Plan
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	15,000	Appropriation of PG&E Funds - PRRM Cultural Response
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	41,457	Appropriation of PG&E Funds - PRRM HMGP Safety Element
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	62,500	Appropriation of PG&E Funds - PRRM HMGP Hazardous Mit
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	100,000	Appropriation of PG&E Funds - PRRM HMGP Ignition Resistance
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	43,054	Appropriation of PG&E Funds - PRRM Early Warning Sirens Match
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	250,000	Appropriation of PG&E Funds - PRRM Ingress/Egress Plan
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	48,100	Appropriation of Carryover for Hopkins Fire Disaster
1225	DR	2910	Disaster Recovery	827802	Operating Transfer In	(48,100)	Appropriation of Carryover for Hopkins Fire Disaster
1225	DR	2910	Disaster Recovery	862189-DR005	Professional Services	46,660	Appropriation of Carryover for Hopkins Fire Disaster
1225	DR	2910	Disaster Recovery	862239-DR005	Special Department Expense	1,440	Appropriation of Carryover for Hopkins Fire Disaster
1225	DR	2910	Disaster Recovery	825670-DR400	Federal Other Revenue	(8,424,988)	Receipt of ARPA Funding
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	473,000	Appropriation of ARPA Funding for MCF Food
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	587,560	Appropriation of ARPA Funding for NCO Food
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	950,000	Appropriation of ARPA Funding for Fire Hydrants
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	842,499	Appropriation of ARPA Funding for Indirect
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	3,797,215	Appropriation of ARPA Funding for Unidentified Projects
1225	DR	2910	Disaster Recovery	865802	Operating Transfer Out	3,506	Appropriation of ARPA Funding for Jail HVAC
1225	DR	2910	Disaster Recovery	865802	Operating Transfer Out	125,649	Appropriation of ARPA Funding for BOS Remodel
1225	DR	2910	Disaster Recovery	865802	Operating Transfer Out	1,350,000	Appropriation of ARPA Funding for Stormwater
1225	DR	2910	Disaster Recovery	865802	Operating Transfer Out	295,559	Appropriation of ARPA Funding for MHAS33
1100	BG	1610	Building and Grounds	827802	Operating Transfer In	(3,506)	Appropriation of ARPA Funding for Jail HVAC
1201	CI	1710	Capital Improvements	827802	Operating Transfer In	(125,649)	Appropriation of ARPA Funding for BOS Remodel
1100	LI	1910	Land Improvements	827802	Operating Transfer In	(1,350,000)	Appropriation of ARPA Funding for Stormwater
1100	BG	1610	Building and Grounds	862130	Maint-Strc Impr & Grn	3,506	Appropriation of ARPA Funding for Jail HVAC
1201	CI	1710	Capital Improvements	864360-CI029	Structures and Improvements	125,649	Appropriation of ARPA Funding for BOS Remodel
1100	LI	1910	Land Improvements	862189	Professional Services	1,350,000	Appropriation of ARPA Funding for Stormwater
1225	DR	2910	Disaster Recovery	862239	Special Department Expense	(393,588)	Reclass to correct account
1225	DR	2910	Disaster Recovery	862189	Professional Services	393,588	Reclass to correct account
1225	DR	2910	Disaster Recovery	862189	Professional Services	(405,453)	Reclass to correct project code

**FY 2021-22 1st Quarter Budget Net Zero Adjustments and Administrative Clean Up**  
**ATTACHMENT A**

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1225	DR	2910	Disaster Recovery	862189-DR500	Professional Services	405,453	Reclass to correct project code
1225	DR	2910	Disaster Recovery	825670	Federal Revenue Other	376,000	Reclass to correct project code
1225	DR	2910	Disaster Recovery	825670-DR500	Federal Revenue Other	(376,000)	Reclass to correct project code
1225	DR	2910	Disaster Recovery	825490	State Revenue Other	148,500	Reclass to correct project code
1225	DR	2910	Disaster Recovery	825490-DR401	State Revenue Other	(148,500)	Reclass to correct project code
1100	EL	1410	Elections	864370	Equipment	293,483	Purchase new equipment
1100	EL	1410	Elections	825490	State Other	(293,483)	Partial Estimated reimbursement for 9/14/21 Election
1100	HR	1320	Human Resources	861011	Regular Employees	(240,000)	HR requesting to move \$240,000 from line item HR 861011 to line item HR 862189
1100	HR	1320	Human Resources	862189	Prof & Spec Services	240,000	HR requesting to move \$240,000 from line item HR 861011 to line item HR 862189
1205	LB	6110	Cultural Services Agency - Library	862060	Communications	(46,845)	Budgeted expenses for broadband upgrades need to be transferred for Willits Branch Library project
1205	LB	6110	Cultural Services Agency - Library	865802	Operating Transfer Out	46,845	Funds required for Willits Branch Library wiring project
1201	CI	1710	Capital Improvement	827802	Operating Transfer In	(46,845)	Funds required for Willits Branch Library wiring project
1201	CI	1710	Capital Improvement	864360	Structures and Improvements	46,845	Funds required for Willits Branch Library wiring project
1100	PHEPI	4010	Public Health Admin	825490	State Other Revenue	(105,000)	New funding - AB86 Funding, Safe Schools for All
1100	PHEPI	4010	Public Health Admin	825490	State Other Revenue	(261,419)	New funding - Work Force Development grant
1100	PHEPI	4010	Public Health Admin	825490	State Other Revenue	(130,492)	New funding - CA Equitable Recovery Initiative (CERI)
1100	PHEPI	4010	Public Health Admin	861011	Salaries	180,386	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861021	Retirement	70,292	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861022	FICA	12,306	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861023	Medi-Care	2,882	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861024	Retirement Incr	10,728	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861030	Health Insurance	50,856	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	862170	Office Expense	2,296	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	862189	Professional Services	75,000	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	862230	Info Tech Equip	6,000	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	862239	Special Dept Exp	86,166	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PNCDIZ	4013	Public Health Nursing	825490	State Other Revenue	(350,000)	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	862170	Office Expense	5,000	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	862230	Info Tech Equip	4,000	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	862239	Special Dept Exp	241,500	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	862250	Trans & Travel	7,500	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	864370	Equipment Fixed Asset	92,000	New funding - WeVax+ grant
1100	PNIZ	4013	Public Health Nursing	825490	State Other Revenue	(872,879)	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	861011	Salaries	205,443	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	861012	Extra Help Salaries	25,000	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862140	Medical Supplies	50,000	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862170	Office Expense	15,000	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862187	Education & Training	5,000	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862189	Professional Services	231,648	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862230	Info Tech Equip	6,000	New funding - COVID-19 IZ grant

FY 2021-22 1st Quarter Budget Net Zero Adjustments and Administrative Clean Up  
ATTACHMENT A

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1100	PNIZ	4013	Public Health Nursing	862239	Special Dept Exp	330,634	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862250	Trans & Travel	3,154	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862253	Trans & Travel (out of Co)	1,000	New funding - COVID-19 IZ grant
1227	PC	4072	PH / Whole Person Care	862239	Special Dept Exp	650,000	Projected Project RoomKey exp to 12/31/21
1227				770073	Whole Person Designated Reserve	(650,000)	1227-770073 in lieu of FEMA pmts (until FEMA starts paying)
1100	PR	2560	Probation	825490	State Other	(279,127)	Prop 64 & PTR revenue funds
1100	PR	2560	Probation	862189	Prof & Spec Svcs-Othr	120,588	Prop 64 Grant Expen-RCS contract
1100	PR	2560	Probation	861011	Salaries-Regular	148,060	Staff for PTR program
1100	PR	2560	Probation	862239	Spec Dept Exp	10,479	PTR Indirect Expenses
1211	JJ	2561	JJCPA	824100	Interest	(1,000)	Admin Clean-up--Appropriation from Initial Budget
1211	JJ	2561	JJCPA	825490	State Other	(235,191)	Admin Clean-up--Projected State Allocation
1211	JJ	2561	JJCPA	863113	Payments to Other Gov Agencies	245,687	Admin Clean-up--Projected JJCPA Budget Appropriation Approval-Already in PR-825490 as offset
Total of all requested adjustments:						7,249,641	

**FY 2021-22 1st Quarter Budget Net Zero Adjustments and Administrative Clean Up**  
**ATTACHMENT A**

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1100	AC	1110	Auditor-Controller	861011	Regular Employees	(15,000)	Transfer to 2000 series for contract services needed due to vacancies
1100	AC	1110	Auditor-Controller	862189	Prof & Spec Svcs - Other	15,000	Transfer from 1000 series for contract services needed due to vacancies
1100	MHAS33	4050	BHRS-Mental Health	864370	Equipment	50,000	Adding 2 vehicles for Dual Mobile Response and 1 vehicle for the Crisis Support Site (\$114K funding from Measure B, \$50K ARPA)
1100	MHAS33	4050	BHRS-Mental Health	864370	Equipment	114,000	Adding 2 vehicles for Dual Mobile Response and 1 vehicle for the Crisis Support Site (\$114K funding from Measure B, \$50K ARPA)
1100	MHAS33	4050	BHRS-Mental Health	862239	Special Department Exp.	245,559	Charges for the Crisis Support Site and the Dual Mobile Response
1100	MHAS33	4050	BHRS-Mental Health	862239	Special Department Exp.	186,350	Charges for the Crisis Support Site and the Dual Mobile Response
1100	MHAS33	4050	BHRS-Mental Health	862060	Communications	3,590	Cell Phones for Dual Mobile Response Teams
1100	MHAS33	4050	BHRS-Mental Health	862250	Travel & Trans	7,140	Increase travel for Dual Mobile Response Teams
1100	MHAS33	4050	BHRS-Mental Health	861011	Regular Employees	228,800	2- Dual Mobile Response Positions
1100	MHAS33	4050	BHRS-Mental Health	827802	Operating Transfer In	(295,559)	From ARPA Funds: 1 vehicle for the Crisis Support \$50,000, Reimbursement for Crisis Support expenses \$245,559
1224	ME	4052	Measure B	862189	Prof. & Spec Svcs	779,880	Will add 2 new contracts. \$539,880 Dual Response, \$240,000 RCS Crisis Respite
1224	ME	4052				(779,880)	from fund balance-Will add 2 new contracts. \$539,880 Dual Response, \$240,000 RCS Crisis Respite
1224	ME	4052	Measure B	865802	Operating Transfer Out	539,880	MHAS33 for Dual Mobile Response
1224	ME	4052				(539,880)	From Fund Balance
1100	MHAS33	4050	BHRS-Mental Health	827802	Operating Transfer In	(114,000)	From ME 2- cars for Dual Response charged to MHAS33
1100	MHAS33	4050	BHRS-Mental Health	827802	Operating Transfer In	(425,880)	From ME Dual Mobile Response reimbursement from Measure B
4450	WZ	0445	Stepping Up Grant	862170	Office Expense	1,000	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	862189	Prof. & Spec Svcs	261,641	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	862230	Info Tech Equip	12,880	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	862239	Special Department Exp.	11,786	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	862250	Travel & Trans	1,857	Grant extended through 9/20/22
4450	WZ	0445	Stepping Up Grant	825670	Federal Other Revenue	(289,164)	Grant extended through 9/20/22
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	1,500,000	Appropriation of PG&E Funds for Drought
1225	DR	2910	Disaster Recovery	827802-DR612	Operating Transfer In	(1,500,000)	Appropriation of PG&E Funds for Drought
1225	DR	2910	Disaster Recovery	862189-DR612	Professional Services	1,500,000	Appropriation of PG&E Funds for Drought
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	310,305	Appropriation of PG&E Funds for Unidentified Projects
1225	DR	2910	Disaster Recovery	827802-DR614	Operating Transfer In	(310,305)	Appropriation of PG&E Funds for Unidentified Projects
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	2,000,000	Appropriation of PG&E Funds for Carbon Reduction
1225	DR	2910	Disaster Recovery	827802-DR613	Operating Transfer In	(2,000,000)	Appropriation of PG&E Funds for Carbon Reduction
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	2,402,033	Appropriation of PG&E Funds - DOT
1200	RB	3041	Roads and Bridges	827802	Operating Transfer In	(1,400,318)	Appropriation of PG&E Funds - Road & Bridges
1200	RB	3041	Roads and Bridges	827802	Operating Transfer In	(1,001,715)	Appropriation of PG&E Funds - PV Road Widening
1200	RB	3041	Roads and Bridges	862193	Construction Contracts	1,400,318	Appropriation of PG&E Funds - Road & Bridges
1200	RB	3041	Roads and Bridges	862193	Construction Contracts	1,001,715	Appropriation of PG&E Funds - PV Road Widening
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	412,899	Appropriation of PG&E Funds
1225	DR	2910	Disaster Recovery	827802	Operating Transfer In	(412,899)	Appropriation of PG&E Funds
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	938,000	Appropriation of PG&E Funds - Facilities
1201	CI	1710	Capital Improvements	827802	Operating Transfer In	(938,000)	Appropriation of PG&E Funds - Facilities

**FY 2021-22 1st Quarter Budget Net Zero Adjustments and Administrative Clean Up**  
**ATTACHMENT A**

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1201	CI	1710	Capital Improvements	864360	Structures and Improvements	938,000	Appropriation of PG&E Funds - Facilities
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	1,840,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	827802	Operating Transfer In	(1,840,000)	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862239	Special Department Expense	900,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862189	Professional Services	50,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862189	Professional Services	100,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862239	Special Department Expense	500,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862239	Special Department Expense	40,000	Appropriation of PG&E Funds - IT Master Plan
7170	IT	0717	IT Reserve	862239	Special Department Expense	250,000	Appropriation of PG&E Funds - IT Master Plan
1100	ND	1100	Non Departmental Revenue	865802	Operating Transfer Out	512,011	Appropriation of PG&E Funds - PRRM
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(15,000)	Appropriation of PG&E Funds - PRRM Cultural Response
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(41,457)	Appropriation of PG&E Funds - PRRM HMGP Safety Element
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(62,500)	Appropriation of PG&E Funds - PRRM HMGP Hazardous Mit
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(100,000)	Appropriation of PG&E Funds - PRRM HMGP Ignition Resistance
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(43,054)	Appropriation of PG&E Funds - PRRM Early Warning Sirens Match
1225	DR	2910	Disaster Recovery	827802-DR615	Operating Transfer In	(250,000)	Appropriation of PG&E Funds - PRRM Ingress/Egress Plan
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	15,000	Appropriation of PG&E Funds - PRRM Cultural Response
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	41,457	Appropriation of PG&E Funds - PRRM HMGP Safety Element
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	62,500	Appropriation of PG&E Funds - PRRM HMGP Hazardous Mit
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	100,000	Appropriation of PG&E Funds - PRRM HMGP Ignition Resistance
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	43,054	Appropriation of PG&E Funds - PRRM Early Warning Sirens Match
1225	DR	2910	Disaster Recovery	862189-DR615	Professional Services	250,000	Appropriation of PG&E Funds - PRRM Ingress/Egress Plan
1225	DR	2910	Disaster Recovery	825670-DR400	Federal Other Revenue	(8,424,988)	Receipt of ARPA Funding
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	473,000	Appropriation of ARPA Funding for MCF Food
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	587,560	Appropriation of ARPA Funding for NCO Food
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	950,000	Appropriation of ARPA Funding for Fire Hydrants
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	842,499	Appropriation of ARPA Funding for Indirect
1225	DR	2910	Disaster Recovery	862189-DR400	Professional Services	3,797,215	Appropriation of ARPA Funding for Unidentified Projects
1225	DR	2910	Disaster Recovery	865802	Operating Transfer Out	3,506	Appropriation of ARPA Funding for Jail HVAC
1225	DR	2910	Disaster Recovery	865802	Operating Transfer Out	125,649	Appropriation of ARPA Funding for BOS Remodel
1225	DR	2910	Disaster Recovery	865802	Operating Transfer Out	1,350,000	Appropriation of ARPA Funding for Stormwater
1225	DR	2910	Disaster Recovery	865802	Operating Transfer Out	295,559	Appropriation of ARPA Funding for MHAS33
1100	BG	1610	Building and Grounds	827802	Operating Transfer In	(3,506)	Appropriation of ARPA Funding for Jail HVAC
1201	CI	1710	Capital Improvements	827802	Operating Transfer In	(125,649)	Appropriation of ARPA Funding for BOS Remodel
1100	LI	1910	Land Improvements	827802	Operating Transfer In	(1,350,000)	Appropriation of ARPA Funding for Stormwater
1100	BG	1610	Building and Grounds	862130	Maint-Strc Impr & Grn	3,506	Appropriation of ARPA Funding for Jail HVAC
1201	CI	1710	Capital Improvements	864360-CI029	Structures and Improvements	125,649	Appropriation of ARPA Funding for BOS Remodel
1100	LI	1910	Land Improvements	862189	Professional Services	1,350,000	Appropriation of ARPA Funding for Stormwater
1225	DR	2910	Disaster Recovery	862239	Special Department Expense	(393,588)	Reclass to correct account
1225	DR	2910	Disaster Recovery	862189	Professional Services	393,588	Reclass to correct account
1225	DR	2910	Disaster Recovery	862189	Professional Services	(405,453)	Reclass to correct project code
1225	DR	2910	Disaster Recovery	862189-DR500	Professional Services	405,453	Reclass to correct project code
1225	DR	2910	Disaster Recovery	825670	Federal Revenue Other	376,000	Reclass to correct project code
1225	DR	2910	Disaster Recovery	825670-DR500	Federal Revenue Other	(376,000)	Reclass to correct project code
1225	DR	2910	Disaster Recovery	825490	State Revenue Other	148,500	Reclass to correct project code
1225	DR	2910	Disaster Recovery	825490-DR401	State Revenue Other	(148,500)	Reclass to correct project code



**FY 2021-22 1st Quarter Budget Net Zero Adjustments and Administrative Clean Up**  
**ATTACHMENT A**

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1100	EL	1410	Elections	864370	Equipment	293,483	Purchase new equipment
1100	EL	1410	Elections	825490	State Other	(293,483)	Partial Estimated reimbursement for 9/14/21 Election
1100	HR	1320	Human Resources	861011	Regular Employees	(240,000)	HR requesting to move \$240,000 from line item HR 861011 to line item HR 862189
1100	HR	1320	Human Resources	862189	Prof & Spec Services	240,000	HR requesting to move \$240,000 from line item HR 861011 to line item HR 862189
1205	LB	6110	Cultural Services Agency - Library	862060	Communications	(46,845)	Budgeted expenses for broadband upgrades need to be transferred for Willits Branch Library project
1205	LB	6110	Cultural Services Agency - Library	865802	Operating Transfer Out	46,845	Funds required for Willits Branch Library wiring project
1201	CI	1710	Capital Improvement	827802	Operating Transfer In	(46,845)	Funds required for Willits Branch Library wiring project
1201	CI	1710	Capital Improvement	864360	Structures and Improvements	46,845	Funds required for Willits Branch Library wiring project
1100	PHEPI	4010	Public Health Admin	825490	State Other Revenue	(105,000)	New funding - AB86 Funding, Safe Schools for All
1100	PHEPI	4010	Public Health Admin	825490	State Other Revenue	(261,419)	New funding - Work Force Development grant
1100	PHEPI	4010	Public Health Admin	825490	State Other Revenue	(130,492)	New funding - CA Equitable Recovery Initiative (CERI)
1100	PHEPI	4010	Public Health Admin	861011	Salaries	180,386	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861021	Retirement	70,292	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861022	FICA	12,306	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861023	Medi-Care	2,882	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861024	Retirement Incr	10,728	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	861030	Health Insurance	50,856	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	862170	Office Expense	2,296	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	862189	Professional Services	75,000	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	862230	Info Tech Equip	6,000	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PHEPI	4010	Public Health Admin	862239	Special Dept Exp	86,166	Increase appropriations for new funding sources, AB86, WFD, CERI
1100	PNCDIZ	4013	Public Health Nursing	825490	State Other Revenue	(350,000)	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	862170	Office Expense	5,000	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	862230	Info Tech Equip	4,000	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	862239	Special Dept Exp	241,500	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	862250	Trans & Travel	7,500	New funding - WeVax+ grant
1100	PNCDIZ	4013	Public Health Nursing	864370	Equipment Fixed Asset	92,000	New funding - WeVax+ grant
1100	PNIZ	4013	Public Health Nursing	825490	State Other Revenue	(872,879)	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	861011	Salaries	205,443	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	861012	Extra Help Salaries	25,000	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862140	Medical Supplies	50,000	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862170	Office Expense	15,000	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862187	Education & Training	5,000	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862189	Professional Services	231,648	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862230	Info Tech Equip	6,000	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862239	Special Dept Exp	330,634	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862250	Trans & Travel	3,154	New funding - COVID-19 IZ grant
1100	PNIZ	4013	Public Health Nursing	862253	Trans & Travel (out of Co)	1,000	New funding - COVID-19 IZ grant
1227	PC	4072	PH / Whole Person Care	862239	Special Dept Exp	650,000	Projected Project RoomKey exp to 12/31/21



FY 2021-22 1st Quarter Budget Net Zero Adjustments and Administrative Clean Up  
ATTACHMENT A

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1227				770073	Whole Person Designated Reserve	(650,000)	1227-770073 in lieu of FEMA pmts (until FEMA starts paying)
1100	PR	2560	Probation	825490	State Other	(279,127)	Prop 64 & PTR revenue funds
1100	PR	2560	Probation	862189	Prof & Spec Svcs-Othr	120,588	Prop 64 Grant Expen-RCS contract
1100	PR	2560	Probation	861011	Salaries-Regular	148,060	Staff for PTR program
1100	PR	2560	Probation	862239	Spec Dept Exp	10,479	PTR Indirect Expenses
1211	JJ	2561	JJCPA	824100	Interest	(1,000)	Admin Clean-up--Appropriation from Initial Budget
1211	JJ	2561	JJCPA	825490	State Other	(235,191)	Admin Clean-up--Projected State Allocation
1211	JJ	2561	JJCPA	863113	Payments to Other Gov Agencies	245,687	Admin Clean-up--Projected JJCPA Budget Appropriation Approval-Already in PR-825490 as offset
					From Fund Balance	(9,496)	
Total of all requested adjustments:						7,192,044	

**Fiscal Year 2021-22 1st Quarter Fixed Asset Request  
ATTACHMENT C**

FUND	Org	BU	Dept.	Account	Account Name	Adjust Request	Justification
1100	PR	2560	Probation	864370	Equipment	46,465	Probation vehicle budgeted in FY 2021-22-Funded
1100	SO	2310	Sheriff	864370	Equipment	641,210	The purpose of this request is to obtain approval for the purchase of 17 patrol vehicles as fixed assets previously identified in the request for PG&E funding that was approved and allocated by the Board of Supervisors to the Sheriff's Budget Unit 2310 in Line Item 86-4370. A request for bids was submitted, with Redwood Ford being the lowest bidder. Funded
1100	SO	2310	Sheriff	864370	Equipment	117,407	Camera equipment needed for the 17 new patrol vehicles that were allocated through the PG&E funds in 86-4370
1100	SO	2310	Sheriff	864370	Equipment	92,932	Mobile Data Terminals are part of the equipment needed for the 17 new patrol vehicles that were allocated through the PG&E funds in 86-4370
1100	SO	2310	Sheriff	864370	Equipment	286,110	New radios meet/exceed all County standards, and were allocated through the PG&E funds in 86-4370
1100	IS	1960	Information Services	864370	Equipment	20,000	Communications Equipment-Funded at Budget Adoption
1100	IS	1960	Information Services	864370	Equipment	32,000	replacement of vehicle 10-006-Funded at Budget Adoption
<b>Total of all requested adjustments:</b>						<b>1,236,125</b>	



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 5d)

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**To:** Board of Supervisors

**From:** Sheriff-Coroner

**Meeting Date:** November 16, 2021

**Department Contact:** Matthew Kendall

**Phone:** 463-4085

**Department Contact:** Darren Brewster

**Phone:** 463-4085

**Item Type:** Regular Agenda

**Time Allocated for Item:** 30 Minutes

**Agenda Title:**

Discussion and Possible Action Including 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; and Receive a Presentation from NaphCare Inc. on the Medical Health Services Provided at the Mendocino County Jail  
(Sponsor: Sheriff-Coroner)

**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; receive a presentation from NaphCare Inc. on the medical health services provided at the Mendocino County Jail; 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

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**Item #: 5d)**

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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 expanded JBCT program.

**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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**Item #: 5d)**

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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:

**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. [Signature] 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 [Signature]  
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 in 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	

- 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.
- All staff shall meet the minimum qualifications for their position set forth in Section II of Attachment A of this Agreement.
- 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 ITstaff 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).

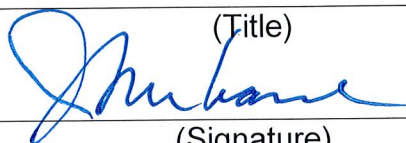
- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not 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

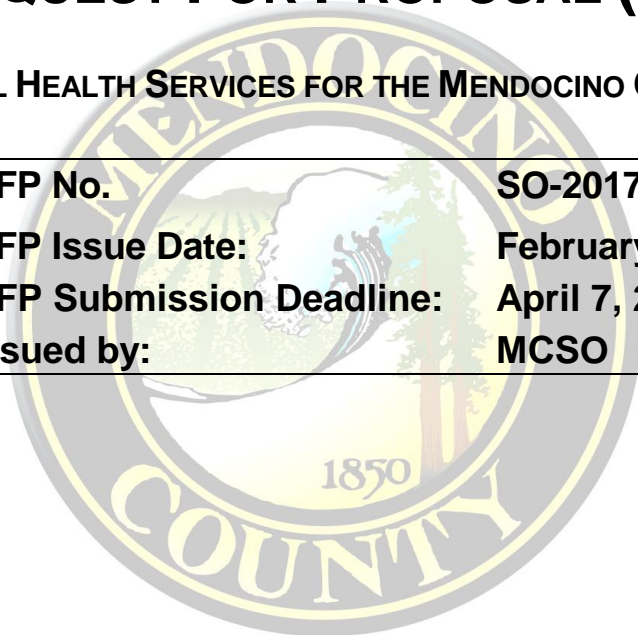
## REQUEST FOR PROPOSAL (RFP)

**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)		
--------------------------------	--	--

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** ☐ \_\_\_\_\_

**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.

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Organization Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Organization Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(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 Partnership Achievements





# Mendocino County Achievements

## 4 Years of Partnership

NaphCare has been improving and saving lives in your community

2017 → 2021

## NCCHC Accredited



**Feb. 2020**

Achieved initial NCCHC accreditation

## STATCare



**19,657**

Total patient encounters

## Proactive Care

Saving lives through early identification of medical, mental health and substance use issues



**2,966**

Intake screenings completed



**2,351**

Physical assessments completed



**1,055**

Medication verifications through SureScripts



**7,266**

Detox screenings completed (COWS, CIWA, CIWA-B)

- COWS 3,178
- CIWA 3,797
- CIWA-B 301

## Healthcare Visits

NaphCare provides preventive, proactive direct patient care



**687**

Medical Provider



**780**

Mental Health Provider



**1,149**

Nurse



**2,333**

Mental Health Professional

## Medications

More than 400 medications are administered to patients on average each day



**12,719**

Total medications administered

**46%**

Population on medications

**32%**

Population on psychotropic medications



Innovating to Improve Lives

*\*Statistics represent Jan. – Nov. 2021*



## Mendocino County Achievements

### COVID-19 Response

NaphCare partnered with Mendocino County Public Health from the outset of the pandemic

**18%** current inmate population that is fully vaccinated

**169** total current or previous population who are partially or fully vaccinated



*Team NaphCare stepped up to help with an emergency vaccination clinic, administering more than 100 vaccines to County staff after a refrigerator containing vaccines broke down*



# Mendocino County Achievements

## Mental Health

Active collaboration on mental health initiatives to support sequential intercept model and diversion

### Mental Health by the Numbers:



**4,256**

Suicide screenings completed using C-SSRS



**32%**

Population on psychotropic medications



**780**

Mental Health Provider Patient Visits



**2,333**

Mental Health Professional Patient Visits

### Collaboration and Partnership:

- Weekly meetings to plan successful community transitions for patients with serious mental illness (SMI) – including NaphCare, RCS, Mendocino County Behavioral Health, MCSO and Probation
- Participation in Stepping Up committee

THE  
**STEPPINGUP**  
INITIATIVE



Innovating to Improve Lives





## Mendocino County Achievements

### Medication-Assisted Treatment (MAT)

- Partnership with NaphCare, Behavioral Health, MCCHC and MCC to develop a MAT program
- A case manager escorts each patient from the jail directly to a community clinic for continuity of care

**100+** MAT prescriptions written since program launch in June 2021

## THE MENDOCINO VOICE

### **“A Labor of Love”: A progressive program to treat opioid users finds a surprising home at the Mendocino County jail**

By Dana C. Ullman | September 19, 2021

UKIAH, 9/19/21 — Every morning, Captain Timothy Pearce, Mendocino County jail’s commander, arrives at the facility where he has worked for the last 18 years and reads a coded dashboard, prepared by the jail’s medical staff, which tracks those in custody on detox monitoring who have tested positive for opiates or alcohol. On July 30, when Pearce spoke with The Mendocino Voice, seven people had tested positive for opiates.

Over the past two years, at least 16 people at the Mendocino County jail have overdosed while in custody. The jail, on the frontlines of the opioid epidemic, has turned towards medication-assisted treatment for opioid users, a progressive departure from previous policies. The fact that people with opioid use disorder are receiving treatment for their addiction in a county jail might be surprising, but what’s alarming providers are the risks of not treating substance use, including high overdose rates, both in jail and once those prisoners are released.

The jail has experienced a recent wave of overdoses – at least seven so far in 2021, according to press releases issued by the Mendocino County Sheriff’s Office (MCSO). No one has so far died this year, likely thanks to Narcan, a life-saving medication that can reverse an overdose from opioids. MCSO staff have [used](#) Narcan for the last two years.



Innovating to Improve Lives

## Jail-based Competency Treatment Program



An innovative program to provide competency evaluation and treatment in the Mendocino County Jail

**45** total individuals have matriculated since program launch in 2019

**89%** patients bypassed admission to a state hospital

**11%** only five (5) patients required transfer to state hospital

**78%** patients restored to competency and able to complete the judicial process without transfer to a state hospital



## Mendocino County Achievements

### Saving Lives

Rapid response has saved multiple lives, including an MCSO Deputy after exposure to fentanyl in the jail

**22** patients saved from overdose while in custody

**0** deaths by overdose while in custody

**0** deaths by suicide while in custody

# OUR MISSION

To improve and save lives in corrections through innovation and excellence



Innovating to Improve Lives

# Thank You

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# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 5e)

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**To:** Board of Supervisors

**From:** Planning and Building Services

**Meeting Date:** November 16, 2021

**Department Contact:** Adrienne Thompson

**Phone:** 234-6650

**Department Contact:** Nash Gonzalez

**Phone:** 234-6650

**Item Type:** Regular Agenda

**Time Allocated for Item:** 10 Mins

**Agenda Title:**

Discussion and Possible Action Including the Acceptance of Presentation Related to the Application Submittal for a Disaster Recovery Multi-Family Housing Program Grant (Grant No. 20-DRMHP-0006) Awarded to the County in the Amount of \$6,443,278, to Fund Recovery Needs Related to the Federal Emergency Management Agency's Major Disaster Declaration DR-4344 in October 2017  
(Sponsor: Planning and Building Services)

**Recommended Action/Motion:**

Receive presentation from staff related to the application submittal for a Disaster Recovery Multi-Family Housing Program Grant (Grant No. 20-DRMHP-0006) awarded to the County in the amount of \$6,443,278, to fund recovery needs related to the Federal Emergency Management Agency's Major Disaster Declaration DR-4344 in October 2017; provide direction to staff on which project should receive funding from the Disaster Recovery Multi-Family Housing Grant (DRMHP) award, and authorize staff to submit the selected project into the grant system by December 1, 2021.

**Previous Board/Board Committee Actions:**

On September 1, 2020, the Board of Supervisor adopted Resolution No. 20-110, approving the CDBG-DR Grant Agreement and Amendments thereto.

**Summary of Request:**

In response to the 2017 wildfires, the United States Department of Housing & Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the Housing and Community Development (HCD) to be distributed statewide to disaster-affected areas. Under Public Law 115-123, through their Action Plan with HUD, HCD appropriated funding for a new program called Disaster Recovery Multi-Family Housing Program (DR-MHP). The County Prevention, Recovery, Resiliency and Mitigation Division (PRRM) has been following this program since its introduction in 2018 and roll out in 2020. Initially, DR-MHP only allowed projects to take place in the Redwood Valley, 95470 zip code. However, through the County's advocacy, projects were also allowed in the Ukiah Valley, 95482 zip code. PRRM issued a Request for Proposal (RFP) on September 1, 2021, to solicit multi-family housing projects. Three housing project proposals have been received, including one from Rural Communities Housing Development Corporation (Marigold Villas), Burbank Housing (North Orchard Apartments), and the Danco Group (Acorn Valley Plaza). All three application proposals were found to meet the threshold review for completeness and

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**Item #: 5e)**

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moved onto the technical scoring and evaluation process, based on HCD's Notice of Funding Availability scoring criteria. The scoring process was completed by County staff, as well as, Planning and Building Services CDBG Consultant, Jeff Lucas. All parties agreed that Burbank Housing was the most technically valid proposal and received the highest score, followed by the Danco Group. See Attached memo for more details.

**Alternative Action/Motion:**

Provide direction to staff.

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

Creating affordable housing directly supports the General Plan Policies, Development, Resource and specifically the Housing Element Policy 1.2, to "Encourage and support the development of affordable housing and supporting infrastructure and services by local agencies, non-profit and for-profit housing developers, and Native American housing authorities through financial assistance, local cooperation agreements, partnerships, and regulatory incentives." Grant funds will be utilized to facilitate development of housing for low to moderate income level groups, to fulfill the need for housing supply, affordability and housing type.

**Supervisory District:** District 2

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** CDBG Grant (DR/PBS)

**current f/y cost:** \$48,000 Est.

**annual recurring cost:** \$50,250 Est.

**budget clarification:** Grant funds, no County Match required, however staff salaries are not fully funded by revenues.

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** No

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

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**CEO Liaison:** Judy Morris, 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:



# COUNTY OF MENDOCINO

## DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482

120 WEST FIR STREET • FORT BRAGG • CALIFORNIA • 95437

IGNACIO 'NASH' GONZALEZ, AICP, INTERIM DIRECTOR

JULIA KROG, ASSISTANT DIRECTOR

PHONE: 707-234-6650

FAX: 707-463-5709

FB PHONE: 707-964-5379

FB FAX: 707-961-2427

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

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

## MEMORANDUM

**DATE:** NOVEMBER 16, 2021

**TO:** HONORABLE BOARD OF SUPERVISORS

**FROM:** DEPARTMENT OF PLANNING AND BUILDING SERVICES

**SUBJECT:** GRANT APPLICATIONS RELATED TO 20-DRMHP-00006, DISASTER RECOVERY MULTI-FAMILY HOUSING PROGRAM

In October 2021, Planning and Building Services took over the management of Disaster Recovery Grant Number 20-DRMHP-00006, which was awarded to the County in response to the 2017 Redwood Complex Fire incident. This grant has been allocated by HCD for unmet housing needs from the destruction that resulted in the FEMA declared disasters, which displaced numerous individuals throughout the County. Below is a brief summary of each application submitted to the County and the technical scoring and evaluation criteria, which awards points to set a ranking for the projects. The full document is available upon request, but is too large to upload as an attachment to this memo.

### **1. Burbank Housing Development corporation- North Orchard Apartments**

Burbank Housing is proposing a 55 unit Multi-family housing project at 675 N. Orchard Avenue, directly north of Kohl's. The site is within the City Limits of Ukiah and the applicant has provided zoning and Design Development clearance from the City for the housing project. The Proposed unit totals are 6 1-bedroom, 30 2-bedroom (plus 1 manager's unit), and 18 3-bedroom units with a total of 118 parking spaces. All units would be rented at 30-60% Area Median Income (AMI) and maintain affordability for a minimum of 20 years. Burbank Housing has requested \$6,443,278 in grant funding from this DRMHP award.

### **2. The Danco Group- Acorn Valley Plaza**

The Danco Group is proposing a 71 unit Multi-family and mixed used housing project in the City Limits on East Gobbi Street, zoning clearance letters have been provided by the City. The site is directly in front of an existing affordable development named, Summer Creek Village. The proposed unit totals are 17-studio apt., 17 1-bedroom, 19 2-bedroom (plus a 2 bedroom manager's unit), and 18 3-bedroom, plus 3 small commercial retail spaces fronting Gobbi Street. The proposal includes reviving an existing community building and other amenities on site, including 91 additional parking spaces. All rents are set between 30-80% AMI for no less than 20 years. The Danco Group has requested \$6,443,278 in grant funding from this DRMHP award.

### **3. Rural Communities Housing Development Corporation (RCHDC)- Marigold Villas**

RCHDC is proposing a 32 units of Senior housing on the parcel adjacent to the nearly completed Orr Creek Commons project and located at the intersection Brush Street and Orchard Avenue in Ukiah. The parcel is currently being created through a minor subdivision, and is zoned R3, within the County's jurisdiction for permits. The proposed unit totals are 25 1-bedroom, 6 2-bedroom and 1 3-bedroom managers unit; all units except for the manager's, would maintain affordability at 30-60% of AMI for a minimum of 20 years. RCHDC has requested \$2,864,076 in grant funding from this DRMHP award.

Underwriting Criteria	Burbank Group North Orchard Apartments	Danco Group Acorn Valley Plaza	RCHDC Marigold Villas
A) The total DR-MHP funding requested in the development application less than 40% of total development cost.	Requested Amount: \$6,443,278 Total Project Cost: \$42,055,377 Yes: 15.3% of Project Cost	Requested Amount: \$6,443,278 Total Project Cost: \$33,514,439 Yes: 19.2% of Project Cost	Requested Amount: \$2,864,076 Total Project Cost: \$15,365,410 Yes: 18.6% of Project Cost
B) All Funding sources identified and completed.	Identified: Yes Committed: Yes	Identified: Yes Committed: Yes	Identified: Yes Committed: No
C) Does funding request meet financial gap requirements?	Yes	Yes	Yes
D) Are project developer fees allowable within the California Tax Credit allocation parameters of 9% or 4% for tax credit project?	Yes	Yes	Yes
E) Proforma indicates debt service capacity after first 18 months of project completion for years 2 through 20 at 1.15 or better.	Year 1: 1.50 Year 20: 1.18	Year 1: 1.15 Year 20: 1.20	Cannot be determined
F) Does the proforma reflect a minimum of 0.6% replacement costs of the structure and operating resources equaling 4 months of operation and debt service?	Yes	Yes	Yes
G) Does the proforma show a projected positive cash flow during the 20-year period?	Yes	Yes	Yes
H) Other funding source reviews done or to be done?	Done: Citibank  To be done: HCD/Serna funding, HCD MHP funding, State & Federal tax credits	Done: Pacific Western Bank  To be done: City residential loan, State & Federal tax credits	Done: City loan only  Other sources unconfirmed
I) What is the level of applicant's experience with successfully completing and operating similar projects?	Very Good	Very Good	Good
J) Are the project fees reasonable?	Yes  % Of Cost: 7.0%-7.5%	Yes  % Of Cost: 7.1%-7.5%	Yes  % Of Cost: 7.0%-7.5%



**SUMMARY:**

Summary Scoring	Burbank Group North Orchard Apartments	Danco Group Acorn Valley Plaza	RCHDC Marigold Villas
Commitment of Other Funding 15 Points Maximum	15	15	7
Experience 20 Point Maximum	20	20	20
Permit Readiness 15 Points Maximum	13	13	8
Vulnerable Populations 20 Points Maximum	14	15	20
Financial Stability 15 Points Maximum	15 Assets: \$531,240,637	13 Assets: Danco \$5,997,512 Johnson & Johnson (4,360,688) Community Revitalization \$17,665,103	15 Assets: \$8,842,601
Affordability Period (Minimum 20 years) 15 Points Maximum	15	15	15
Total Points	92	91	85



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 5f)**

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**To: Board of Supervisors**

**From:** Executive Office

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 463-4441

**Department Contact:** Travis Killmer

**Phone:** 463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 15 mins

**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:**

On September 12, 2021, the Board ratified the Hopkins Fire Local Emergency Declaration.

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

On October 26, 202, the Board heard the update on the status of the watershed protection efforts.

**Summary of Request:**

On September 12, 2021, the Hopkins Fire started and has resulted in structural damage and evacuations of several portions of the County. This item is to update the Board on the status of the watershed protection efforts along the Russian River.

**Alternative Action/Motion:**

Provide alternative direction to staff.

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

**Supervisory District:** District 1

**vote requirement:** Majority

**Supplemental Information Available Online At:**

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**Item #: 5f)**

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<https://www.mendocinocounty.org/government/executive-office/prevention-recovery-resiliency-mitigation/hopkins-fire>

**Fiscal Details:**

**source of funding:** n/a

**current f/y cost:** n/a

**annual recurring cost:** n/a

**budget clarification:** Costs will depend on the Board's direction.

**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:** 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.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 5g)**

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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 #: 5h)**

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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

November 16, 2021

## Inside This Issue

1-2	Human Resources Update
3	Granicus Clerk Spotlight: Mendocino County
3	Information Services Division Update
3	Board of Supervisors Directives Update
3	Legislative & Policy Update for Internet Connectivity in Mendocino County
4	Agriculture Update
5	Code Enforcement Update
5	Facilities and Fleet & Central Services Update
5	Behavioral Health Recovery Services Update
5	Social Services Update
6-7	Cultural Services Agency Update
8	Animal Care Services Update
9	Upcoming Meetings and Dates of Interest
9	Boards and Commissions
	Attachments

## Human Resources Update

### WORKFORCE DEVELOPMENT PROGRAM

#### **ON-DEMAND LEADERSHIP COURSES**

Human Resources now offers a variety of on-demand courses to assist employees with the improvement of their professional development 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>

#### **Professional Development Skills**

- Better Business Writing
- Business Communication Fundamentals
- Organizing Your Files
- Email Management
- Effective Presentation Skills
- Powerful Presentations
- Everyone is a Leader
- Successful Negotiation
- The Art of Negotiation
- Interviewing Skills for Employees
- It's My Job! Career Growth
- The Power of One: Taking Responsibility
- The Power of Vision
- Conflict Resolution
- Resolving Conflict Series
- Facilitating Meetings & Groups
- Meetings that Get Results
- Smart Goals: Setting Effective Targets for Success
- Get Smarter with Goals
- Goal Setting & Visualization Techniques
- Managing Up: Strengthening Relationships
- The 3 Phases of Change
- Reasons to Change
- The Change Process
- Customer Service
- Courtesies, Attitude & Ethics
- Listening for Understanding
- Effective Verbal and Non-Verbal Communication
- Handling Customer Complaints
- Communicating Up to Your Manager
- Your Manager's Communication Style
- Critical Thinking & Problem Solving
- Smart Time Management Series
- Reducing Stress & Anxiety
- Managing Stress at Work
- Making Humor Work at Work
- Managing Anger and Emotions

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****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 Countywide 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, and 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 coworkers.

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)



## Granicus Clerk Spotlight: Mendocino County

*"Behind every successful government is a clerk keeping it all together through technology and cross-department collaboration."*

Granicus, the County's meeting and agenda management software has recently recognized Atlas Pearson, Deputy Clerk of the Board for using his digital savvy and youthful wisdom to implement Granicus' modern civic engagement platform in his rural community of Mendocino County.

To Read full article here:

[https://granicus.com/blog/clerk-spotlight-mendocino-county-ca/?utm\\_medium=social-organic&utm\\_source=twitter](https://granicus.com/blog/clerk-spotlight-mendocino-county-ca/?utm_medium=social-organic&utm_source=twitter)



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

## Information Services Update

The County of Mendocino Information Services divisions submits the attached monthly report-out, as **Attachment 3** to update the Board of Supervisors on the services being provided by the divisions.

## 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 4**, is a draft list of all current directives as of November 10, 2021.

# ConnectUP Mendo

## Legislative & Policy Update for Internet Connectivity in Mendocino County

Supervisor Ted Williams submits this report as **Attachment 5** to update the residents of Mendocino County and the Board on the progress of the Internet Connectivity in the county.



## Agriculture Update

The Department of Agriculture has been busy completing and submitting multiple reports that are due to the State. The Division of Measurement Standards County Annual Report was submitted and the Annual Financial Statement that was due on October 31, 2021 was submitted to the State on October 29, 2021. The 2020 Crop Report was also completed and will be presented to the Board of Supervisors in the near future.

The Department is finishing up on the testing of retail fuel meters throughout the County and are now starting to check all of the LPG (propane) meters. January starts the New Year for Device Registration so the office is working on making sure all mailing address are correct for the new invoices to go out on January 1<sup>st</sup>. The office always asks that when a business changes any of its information that they let our office know so that we can make sure all communications are being received and to help prevent any late fees that this may affect.

Work on the gorse removal project in Caspar has come to an end for the season. With grant money from the State, more than 40 acres of gorse was re-mowed or masticated, and ten one acre test plots had roots removed and were re-seeded with a cover crop to out compete the gorse. The cover crop was put down before and in between the big rains we received, and already we are seeing good germination results. There is still one year left on the current State grant, but we hope that more funds for invasive weed projects will be available in the future.

With the exception of Vine Mealy Bug (VMB) traps, all of our other insect detection traps have been taken down for the season. The season concluded with no finds of European Grape Vine Moth (EGVM), Glassy Winged Sharp Shooter (GWSS) or Pest Detection (Fruit Flies, Japanese Beetle, Gypsy Moth, Light Brown Apple Moth), but in our special detection program for Brown Marmorated Stink Bug (BMSB), there were several found in the Ukiah and Hopland areas. This wasn't the first time that BMSB has been detected in Mendocino County, but this was the most we have ever trapped. Also concerning was the fact that we also trapped a high number of another invasive insect Harlequin Bug. Due to the similarities of the species, the Harlequin Bugs were attracted to the lure used for BMSB. The damage that the two species inflicts is also similar, piercing and sucking juices from plants. Its preferred host are plants in the Brassica family (Broccoli, Cauliflower, Mustard), but it could pose a real threat to the larger commercial crops in the County, grapes and pears. All people should be on the lookout, see the links below.

<http://ipm.ucanr.edu/pestalert/pabrownmarmorated.html>  
<http://ipm.ucanr.edu/PMG/GARDEN/VEGES/PESTS/harlequinbug.html>

If you think you may have a suspect, please take pictures and email to [agcomm@mendocinocounty.org](mailto:agcomm@mendocinocounty.org) or bring them into our office at 890 N. Bush St., Ukiah.



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/>



For more information, visit:  
<https://www.mendocinocounty.org/government/mendocino-county-water-agency/drought-water-conservation>

## 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. A secure shared drive has been created for the distribution of information between the participating departments, and is now operational. Code Enforcement continues to work with the participating agencies (MCSO, Mendocino County Cannabis Program, Office of County Counsel, Dept of Planning & Building Services). A promotional recruitment for the position of Code Enforcement Division Manager was posted, which closed on 10/29/21. Applications for the position are currently under review by the Human Resources Department. Code Enforcement has also been working on implementing its new internal Case Management plan. To promote accountability, consistency in case work, cross training, distribution of the work load, and provide diversity in assignments, Code Enforcement will be practicing a rotating compartmentalization approach to case management. Each Code Enforcement Officer will train in each role within the case management structure. Once proficient, Code Enforcement Officers will rotate roles.

Code Enforcement office submits the attached status report, as **Attachment 6** to update the Board of Supervisors on various different data gathered 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 7**, to update the Board of Supervisors on the services being provided by the divisions.

## Behavioral Health and Recovery Services Update

The Behavioral Health and Recovery Services (BHRS )office submits the attached status report, as **Attachment 8**, to update the Board of Supervisors on the services being provided by BHRS.

## Social Services of HHSA Update

The Social Services Department submits the attached status report, as **Attachment 9**, to update the Board of Supervisors on the services being provided by Social Services department.



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



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

## Cultural Services Agency Update

- All Library branches and the Mendocino County Museum will close at 3:00 pm the Wednesday before Thanksgiving.
- All Library branches and the Mendocino County Museum will be closed December 24th-January 1st and will resume normal business hours on Tuesday, January 4th.

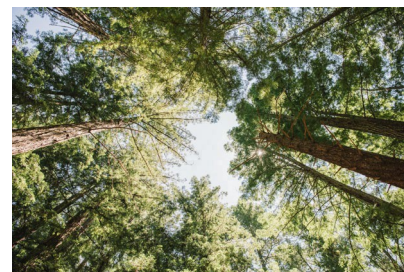
### Library

#### 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.
- Outreach staff attended the annual Pumpkinfest in glorious Steampunk style and provided a pop-up honor library and on-the-spot library card creation services to festival goers, in addition to handing out candy and prizes!

#### Coast Community

- The local Surf Market in Gualala marked their 65th year in business by giving back to the community and donating money to various local organizations, one of which was \$6,500 to the Friends of the Coast Community Branch of the Library.
- Will host a zoom program with Timothy Pananos, BLM's Park Ranger at the Point Arena-Stornetta Lands Coastal National Monument. He'll share the latest findings of drone fly-overs about recovering bull kelp beds as well as updates on salmon habitat research on the Garcia River along with various other environmental projects.
- The Friends of the Library are applying for a Community Enrichment grant from the Community Foundation to put in permanent stands to house a changing story walk ® at the Community Garden in Point Arena.



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

<https://www.mendocinocounty.org/government/cultural-services-agency>

#### Fort Bragg

- The Fort Bragg branch partnered with State Farm to teach kids about fire safety.
- They also nominated their patron Vicki Wellspring as their first Community Change Maker and the books she recommends are on the library website at :  
[www.mendolibrary.org/discover/about-books-reading/recommendations](http://www.mendolibrary.org/discover/about-books-reading/recommendations)
- November's book club will honor Native American Heritage Month and Veteran's Day by discussing Ceremony by Leslie Marmon Silko.

#### Round Valley Branch

- Staff would like to thank Howard Harris and Louisa Bolton-Ast for nearly 50 pumpkins they donated to local children during story times in October.

## Cultural Services Agency Update Continued

### Ukiah

- Young Adult Poets' Virtual Circle began November 3rd, where novice poets aged 15-28 are invited to pop in on zoom to write with others and share their poems in a supportive, creative, and nurturing environment the first Wednesday of every month from 3:00-4:00 pm.
- The final Mechanic Shop Femme workshop will be held on Saturday, November 20th from 2:30 – 4:00 pm on zoom with A Deeper Dive into Car Ownership covering tune-ups, transmission fluid, and cleaning your car to protect your investment, among other topics. <https://www.mendocinocounty.org/Home/Components/Calendar/Event/23334/>



### Willits

- The Candy Carnival held in conjunction with the Museum was a huge success!
- Staff hosted representatives from the COPE Health Scholars Program for a question and answer session on Wednesday, November 3 in the County Museum courtyard. The COPE Health Scholars Program at Adventist health is a workforce development program that offers firsthand experience in a variety of clinical administrative health care settings. Program participants can assist with basic comfort care tasks alongside nurses, physicians, and other clinicians.

### Museum

- The Mendocino County Museum wrapped up its Car Bombing of Judi Bari exhibit with a book discussion of Judi's book, Timber Wars led by Director Deb Fader. The exhibit was a huge success! The staff wish to thank all the panelists and public for attending.
- Visitors are invited to view the new exhibit "Correspondence: a Gift for all seasons," opening November 13th and celebrating the connection that mail service provides. The museum will showcase letters, cards, stationery, and telegrams exchanged throughout Mendocino County in the early 1900's.
- Sat. Nov. 13th 1 pm: Local historian, Dusty Whitney will speak about unique pieces. Create your own postcard or letter at our correspondence station.
- Sat. Nov. 27th 1 pm: Recipe Exchange with a live cooking demonstration and recipes from the archives. Bring your favorite recipe and take part in our swap.
- Sat. Dec. 4th 12-7 pm: Roots of Motive Power Holiday Express FREE family event with train rides, old-fashioned letter writing, and a take and make ornament craft.
- Sat. Dec. 11th 12-4 pm: Greeting Card Take and Make with DIY envelopes while supplies last.
- Sat. Dec. 18th 12-4 pm: Oly the Paper Doll and Scandinavian Painted Ornament Take and Make available while supplies last.

## Animal Care Services Update

### Income Statistics

October 1, 2021 through October 31, 2021

- 0 animal(s) impounded for quarantine at the Animal Shelter
- 6 dead animal(s) disposal request received
- 15 feral cats received
- 0 animal(s) received or rabies specimen testing
- 1 owned animal(s) received by Animal Control or Police due to owner in custody
- 9 owned animal(s) impounded in the field to Animal Control or Police
- 22 owned animal(s) surrendered / received at Animal Shelter or in the field
- by Animal Control or Police
- 0 shelter animal(s) returned by adopter
- 87 stray animal(s) impounded in the field by Animal Control, Police or came in over the counter from citizens
- Total of 140 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

October 1, 2021 through October 31, 2021

- 27 cats adopted
- 14 dogs adopted
- 4 other animal(s) adopted
- 0 other animal(s) auctioned off
- 0 ill / failure to thrive animal(s) died
- 8 dead animal(s) disposals
- 9 total animal(s) euthanized
- 1 animal(s) sent off to laboratory
- 2 owner / surrender animal(s) euthanized
- 10 trap, neuter and return to field cats
- 46 return to owner animal(s)
- 11 animal(s) transferred to other rescue organizations
- Total of 132 animal(s) departed the Animal Shelter



## Upcoming Board Meetings

Regular	Meeting	November 16
Regular	Meeting	December 7
Regular	Meeting	December 14
Standing	Committee	December 13

## Dates of Interest






County	Holiday	November 11
County	Holiday	November 25-26
County	Holiday	December 24
CSAC	Conference	November 30- December 30

### Attachments

1. Vacancy and Recruitment Update
2. Position Justification Report
3. Information Services Update
4. Board of Supervisors Directives Update
5. Legislative & Policy Update for Internet Connectivity In Mendocino County
6. Code Enforcement Update
7. Facilities and Fleet & Central Services Update
8. Behavior Health and Recovery Services Update
9. Social Services Update

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				

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

	Regular Board Meeting
	County Holiday
	Limited Meetings
	Standing Committees
	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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BOARD OF SUPERVISORS VACANCY/RECRUITMENT UPDATE																
Pay Period 21-21, October 3, 2021 - October 16, 2021																
DEPARTMENT/OFFICE	FUND	TOTAL ALLOCATED FTE POSITIONS	VACANT FTEPOSITIONS	VACANCY RATE (All Vacant Regardless of Recruitment Status)	POSITIONS IN RECRUITMENT (AS OF REPORT DATE)	VACANCY RATE* (Positions in Recruitment)	NEW HIRES SINCE7/1/21	SEPARATIONS SINCE 7/1/21	EMPLOYEES ON LEAVE	EMPLOYEES IN BOONVILLE	EMPLOYEES IN COVELO	EMPLOYEES IN FORT BRAGG	EMPLOYEES IN LAYTONVILLE	EMPLOYEES IN POINTARENA	EMPLOEIES IN UKIAH	EMPLOYEES IN WILLITS
AGRICULTURE	1100	9.00	1.00	11.1%	--	0.0%	1	--	1	--	--	--	--	--	8	--
Agriculture Total		9.00	1.00	11.1%	0	0.0%	1	0	1	0	0	0	0	0	8	0
AIR QUALITY	3270	9.00	3.00	33.3%	2	22.2%	--	--	--	--	--	--	--	--	6	--
Air Quality Total		9.00	3.00	33.3%	2	22.2%	0	0	0	0	0	0	0	0	6	0
ANIMAL CARE	1100	15.00	3.00	20.0%	3	20.0%	2	--	--	--	--	2	--	--	10	--
Animal Care Total		15.00	3.00	20.0%	3	20.0%	2	0	0	0	0	2	0	0	10	0
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%	1	25.0%	--	--	--	--	--	--	--	--	3	--
ASSESSOR-CLERK-RECORDER (COUNTY CLERK-ELECTION)	1100	3.00	1.00	33.3%	2	66.7%	--	1	--	--	--	--	--	--	2	--
Assessor-Clerk-Recorder Total:		28.00	4.00	14.3%	4	14.3%	0	2	1	0	0	0	0	0	24	0
AUDITOR-CONTROLLER	1100	13.00	2.00	15.4%	2	15.4%	--	1	--	--	--	--	--	--	11	--
Auditor-Controller Total		13.00	2.00	15.4%	2	15.4%	0	1	0	0	0	0	0	0	11	0
BHRS (SUBSTANCE USE DISORDER TREATMENT)	1100	35.00	18.00	51.4%	5	14.3%	1	3	2	--	--	1	--	--	16	--
BHRS (MENTAL HEALTH)	1221	57.00	28.00	49.1%	16	28.1%	--	1	2	--	--	1	--	--	28	--
BHRS (MENTAL HEALTH TREATMENT ACT - MEASURE B)	1224	1.25	1.25	100.0%	--	0.0%	--	--	--	--	--	--	--	--	--	--
Behavioral Health Recovery Services Total:		93.25	47.25	50.7%	21	22.5%	1	4	4	0	0	2	0	0	44	0
BOARD OF SUPERVISORS	1100	5.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	5	--
Board of Supervisors Total		5.00	0.00	0.0%	0	0.0%	0	0	0	0	0	0	0	0	5	0
CANNABIS PROGRAM	1100	9.00	3.00	33.3%	12	133.3%	--	--	1	--	--	--	--	--	6	--
Cannabis Program Tota		9.00	3.00	33.3%	12	133.3%	0	0	1	0	0	0	0	0	6	0
CHILD SUPPORT SERVICES	1100	34.00	12.00	35.3%	--	0.0%	--	--	--	--	--	--	--	--	22	--
Child Support Services Total:		34.00	12.00	35.3%	0	0.0%	0	0	0	0	0	0	0	0	22	0
COUNTY COUNSEL	1100	12.00	0.00	0.0%	1	8.3%	2	--	--	--	--	--	--	--	12	--
County Counsel Total		12.00	0.00	0.0%	1	8.3%	2	0	0	0	0	0	0	0	12	0
CULTURAL SERVICES AGENCY (LIBRARY)	1205	36.50	6.00	16.4%	5	13.7%	1	1	--	--	4	6	--	2	16	5
CULTURAL SERVICES AGENCY (MUSEUM)	1100	4.00	1.00	25.0%	1	25.0%	--	--	--	--	--	--	--	--	--	3
Cultural Services Agency Total:		40.50	7.00	17.3%	6	14.8%	1	1	0	0	4	6	0	2	16	8
DISTRICT ATTORNEY	1100	46.00	7.00	15.2%	4	8.7%	2	1	1	--	--	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	0.00	0.0%	--	0.0%	1	1	--	--	--	--	--	--	5	--

District Attorney Total		55.00	7.00	12.7%	4	7.3%	3	2	1	0	0	5	0	0	43	0
BOARD OF SUPERVISORS VACANCY/RECRUITMENT UPDATE																
Pay Period 21-21, October 3, 2021 - October 16, 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 POINTARENA	EMPLOYEES IN UKIAH	EMPLOYEES IN WILLITS
EXECUTIVE OFFICE	1100	16.00	3.00	18.8%	3	18.8%	1	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%	9	31.0%	1	1	--	--	--	--	--	--	24	--
Executive Office Total		60.50	10.00	16.5%	14	23.1%	3	4	0	0	0	0	0	0	51	0
FARM ADVISOR	1100	3.00	2.00	66.7%	3	100.0%	--	--	--	--	--	--	--	--	1	--
Farm Advisor Total		3.00	2.00	66.7%	3	100.0%	0	0	0	0	0	0	0	0	1	0
GENERAL SERVICES AGENCY (CENTRAL SERVICES)	1100	8.00	1.00	12.5%	2	25.0%	2	--	--	--	--	--	--	--	8	--
GENERAL SERVICES AGENCY (FACILITIES & FLEET)	1100	39.80	9.80	24.6%	11	27.6%	3	4	--	--	--	2	--	--	27	1
GENERAL SERVICES AGENCY (GARAGE)	1100	3.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	3	--
General Services Agency Total:		50.80	10.80	21.3%	13	25.6%	5.00	4.00	0.00	0.00	0.00	2.00	0.00	0.00	38.00	1.00
HUMAN RESOURCES	1100	19.00	7.00	36.8%	4	21.1%	1	--	--	--	--	--	--	--	12	--
HUMAN RESOURCES (EMPLOYEE WELLNESS)	1100	2.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	2	--
Human Resources Total		21.00	7.00	33.3%	4	19.0%	1	0	0	0	0	0	0	0	14	0
PLANNING AND BUILDING	1100	59.50	15.00	25.2%	15	25.2%	9	1	--	--	--	10	--	--	35	--
Planning and Building Total:		59.50	15.00	25.2%	15	25.2%	9	1	0	0	0	10	0	0	35	0
PROBATION	1100	50.00	11.00	22.0%	4	8.0%	1	1	1	--	--	3	--	--	33	3
PROBATION (JUVENILE HALL)	1100	25.00	10.00	40.0%	1	4.0%	1	1	--	--	--	--	--	--	15	--
Probation Total		75.00	21.00	28.0%	5	6.7%	2	2	1	0	0	3	0	0	48	3
PUBLIC DEFENDER	1100	27.00	3.00	11.1%	3	11.1%	--	--	1	--	--	1	--	--	23	--
PUBLIC DEFENDER (ALTERNATE DEFENDER)	1100	7.50	2.00	26.7%	--	0.0%	1	--	--	--	--	--	--	--	6	--
Public Defender Total		34.50	5.00	14.5%	3	8.7%	1	0	1	0	0	1	0	0	29	0

BOARD OF SUPERVISORS VACANCY/RECRUITMENT UPDATE																
Pay Period 21-21, October 3, 2021 - October 16, 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 POINTARENA	EMPLOYEES IN UKIAH	EMPLOYEES IN WILLITS
PUBLIC HEALTH (ENVIRONMENTAL HEALTH)	1100	22.60	5.60	24.8%	3	13.3%	--	2	--	--	--	3	--	--	14	--
PUBLIC HEALTH (CGAP-DFC GRANT)	4260	1.00	0.00	0.0%	--	0.0%	--	1	--	--	--	--	--	--	1	--
PUBLIC HEALTH (PUBLIC HEALTH)	1100	32.00	14.00	43.8%	10	31.3%	3	1	1	--	--	3	--	--	14	2
PUBLIC HEALTH (PUBLIC HEALTH BIOTERRORISM AS)	4780	1.00	0.00	0.0%	1	100.0%	--	1	1	--	--	--	--	--	1	--
PUBLIC HEALTH (PUBLIC HEALTH CCS)	1100	8.00	2.00	25.0%	2	25.0%	1	--	2	--	--	1	--	--	5	--
PUBLIC HEALTH (PUBLIC HEALTH NURSING)	1100	27.00	14.00	51.9%	9	33.3%	1	2	--	--	--	1	--	--	11	1
PUBLIC HEALTH (PUBLIC HEALTH TOBACCO ED)	4530	1.00	1.00	100.0%	1	100.0%	--	--	--	--	--	--	--	--	--	--
PUBLIC HEALTH (PUBLIC HEALTH WIC)	4180	12.20	6.20	50.8%	1	8.2%	--	1	--	--	--	2	--	--	4	--
PUBLIC HEALTH (TRANSITIONAL HOUSING)	1100	2.00	2.00	100.0%	2	100.0%	--	--	--	--	--	--	--	--	--	--
PUBLIC HEALTH (WHOLE PERSON CARE)	1227	3.00	1.00	33.3%	--	0.0%	--	--	--	--	--	--	--	--	2	--
Public Health Total		109.80	45.80	41.7%	29	26.4%	5	8	4	0	0	10	0	0	52	3
RETIREMENT	1100	6.00	1.00	16.7%	--	0.0%	--	--	--	-	-	-	-	-	5	--
Retirement Total		6.00	1.00	16.7%	0	0.0%	0	0	0	0	0	0	0	0	5	0
SHERIFF-CORONER	1100	113.00	18.00	15.9%	16	14.2%	1	3	3	--	--	13	--	--	71	11
SHERIFF-CORONER (COPS PROGRAM AB3229)	1210	1.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	1	--
SHERIFF-CORONER (JAIL)	1100	73.00	13.00	17.8%	12	16.4%	3	1	--	--	--	--	--	--	60	--
SHERIFF-CORONER (OFFICE OF EMERGENCY SERVICES)	1100	2.00	0.00	0.0%	--	0.0%	--	--	--	--	--	--	--	--	2	--
Sheriff-Coroner Total		189.00	31.00	16.4%	28	14.8%	4	4	3	0	0	13	0	0	134	11
SOCIAL SERVICES	1100	421.00	103.00	24.5%	102	24.2%	3	20	21	--	--	37	--	--	250	29
Social Services Total		421.00	103.00	24.5%	102	24.2%	3	20	21	0	0	37	0	0	250	29
TRANSPORTATION	1200	92.80	31.00	33.4%	10	10.8%	1	2	1	3	3	8	2	4	36	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	--
Transportation Total		101.80	32.00	31.4%	11	10.8%	1	2	1	3	3	9	2	4	43	6
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	--
Treasurer-Tax Collector Total:		12.00	4.00	33.3%	2	16.7%	0	0	0	0	0	0	0	0	8	0
COUNTYWIDE TOTAL:		1466.65	376.85	25.7%	284	19.4%	44	55	39	3	7	100	2	6	915	61

JUSTIFICATION OF FILLED POSITIONS						
October 2021						
DEPARTMENT/OFFICE	CLASSIFICATION	POSITION NUMBER	LOCATION	DATE REQUISITION APPROVED	JUSTIFICATION PROVIDED	DATE POSITION FILLED
Cultural Services Agency (Library)	Librarian II	3940	Ukiah	8/6/2021	Position will help all branches with ordering and updating of library circulation materials, as well as outreach with visiting schools and special events and programs.	10/3/2021
District Attorney	Staff Assistant II	2485	Ukiah	8/24/2021	Position assists victims, attorneys, witnesses, and the general public with their questions and problems, along with directing them to the correct person or department when necessary.	10/3/2021
General Services (Central Services)	Administrative Analyst I	4136 (Dual-Fill)	Ukiah	9/20/2021	Position will assist with the preparation of new purchasing agreements, lease/real property documents and requests for proposal and bids.	10/3/2021
General Services (Central Services)	Administrative Analyst I	4136 (Dual-Fill)	Ukiah	9/20/2021	Position will assist with the preparation of new purchasing agreements, lease/real property documents and requests for proposal and bids.	10/3/2021
General Services (Facilities & Fleet)	Building Maintenance Mechanic II	136	Ukiah	5/25/2021	These positions fill a critical need by supporting the County's 100+ facilities maintenance work orders, providing departmental assistance in relation to safety preparedness, and routine preventative maintenance.	10/3/2021
HHS - Administration	Licensed Vocational Nurse	4280	Ukiah	6/16/2021	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	10/3/2021
HHS (Mental Health)	Senior Program Manager	3813	Ukiah	9/10/2021	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	10/3/2021
Planning and Building	Planner I	3401	Ukiah	8/24/2021	Position is crucial to increase efficiency within the Department and enhance customer service by expediting turnaround on projects, permits and general inquiries.	10/3/2021
Sheriff-Coroner (Jail)	Corrections Deputy 3%	3953	Ukiah	9/18/2020	Staffing in the jail, on a daily basis, requires a minimum number of corrections personnel.	10/3/2021
Sheriff-Coroner (Jail)	Sheriff's Services Technician	3440	Ukiah	7/7/2021	Duties performed include: responding to inmate requests, issuing basic necessities to inmates, assisting inmates in applying for rehabilitation related services and programs, filing, data entry, program tracking and reporting, retrieving and shelving books and preparing requisitions for supplies to support the Inmate Services Program mission.	10/3/2021
District Attorney	Deputy District Attorney III	3194	Ukiah	8/2/2021	Performs a variety of professional legal work which can only be performed by a licensed attorney. If not performed the citizens of Mendocino County will be impacted by inadequate prosecutorial services which affects public safety.	10/17/2021
Executive Office (Information Services)	Network Systems Analyst II	4010	Ukiah	8/6/2021	Position provides lead planning, installation and configuration of the County's complex IT systems. IS supports 120+ systems currently and the need for administration is constant.	10/17/2021



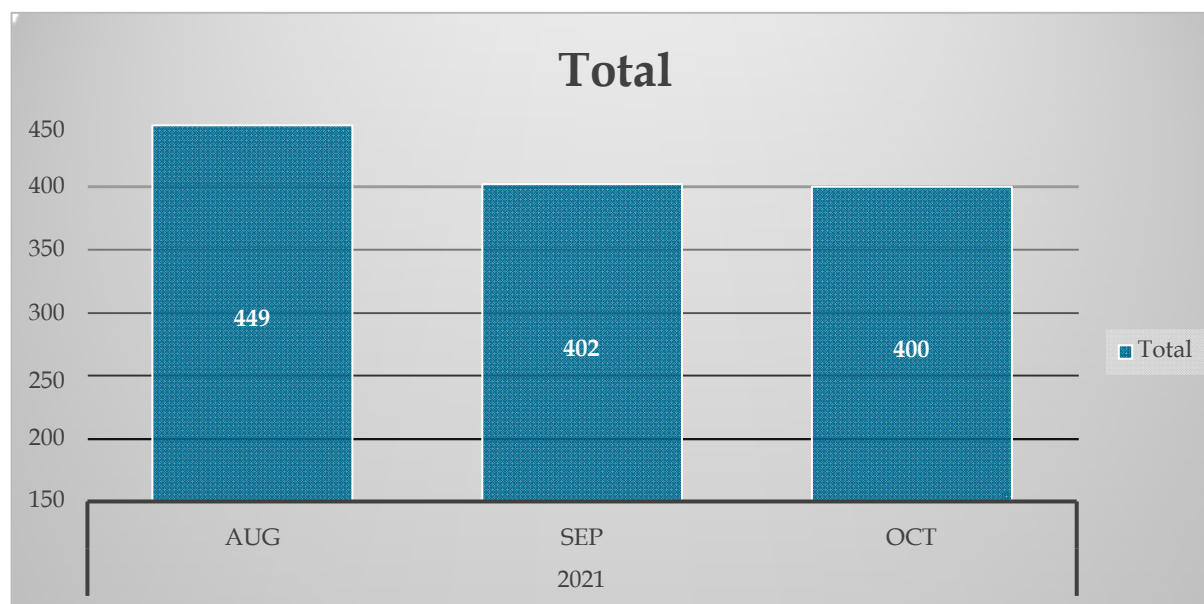
JUSTIFICATION OF FILLED POSITIONS						
October 2021						
DEPARTMENT/OFFICE	CLASSIFICATION	POSITION NUMBER	LOCATION	DATE REQUISITION APPROVED	JUSTIFICATION PROVIDED	DATE POSITION FILLED
Executive Office (Information Services)	Network Systems Analyst II	4063	Ukiah	8/6/2021	Position provides lead planning, installation and configuration of the County's complex IT systems. IS supports 120+ systems currently and the need for administration is constant.	10/17/2021
General Services (Facilities & Fleet)	Administrative Assistant	4388	Ukiah	8/30/2021	Position maintains the administrative work flow of Facilities and Fleet. If not filled, tasks will be assigned to other employees not currently working in this division and who have full time duties. This will result in overtime accrual.	10/17/2021
General Services (Facilities & Fleet)	Assistant Facility Manager	4387	Ukiah	4/7/2021	Services will be to provide oversight of operations at all county buildings, and without this, some negative impacts include the inability to continue to provide efficient on-going services.	10/17/2021
HHSa (Public Health Nursing)	Supervising Public Health Nurse	3856	Ukiah	12/1/2020	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	10/17/2021
HHSa (Social Services)	Account Specialist II	3094	Ukiah	10/1/2020	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	10/17/2021
HHSa (Social Services)	Social Worker Assistant II	1647	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.	10/17/2021
HHSa (Social Services)	Social Worker IV-B	1012	Fort Bragg	5/28/2021	Risk of not meeting State and Federal Mandates, risk of overtime and/or assigning duties elsewhere working someone out of class.	10/17/2021
Planning and Building	Staff Assistant II	4422	Ukiah	9/1/2021	If not filled, there is potential for no office staff coverage at the front counter resulting in unexpected office appointment cancellations and/or closures, and a 6-8 week delay in permit processing.	10/17/2021
Sheriff-Coroner (Jail)	Program Manager	4412	Ukiah	8/20/2021	This position is critical to the functioning of the Inmate Services Program, which is an integral part of the Sheriff's correctional facility, with a mission of reducing recidivism and returning jail residents to the community in better condition than when they entered.	10/17/2021

# INFORMATION SERVICES DIVISION MONTHLY UPDATE

## OCTOBER 2021

### Operations Update

#### Operations Quarterly Help Desk Metrics



#### Helpdesk Call totals

##### **Total Calls – 481**

- **Answered** – 417 (86.7%)
  - Avg. time to Answer – 26 seconds
- **Abandoned** (Long, Short) – 54 (11%), 5 (0.1%)
  - Avg. time to Abandon – 1minute 31seconds
  - Short Abandons are calls that hang up within 6 seconds of calling
- **Voicemail** – 10 (.2%)
- **Total call duration** – 27.53 hours

**Overall Service Level – 93.1%**

#### KnowBe4 Phishing Campaign

Information Services will be implementing additional Phishing tests to supplement our Quarterly Campaigns. This will include Monthly and targeted testing for Staff. Implementation of this additional tests will begin in January, 2022.

## INFORMATION SERVICES DIVISION

### MONTHLY UPDATE

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#### Public Safety Communications Update

##### Public Safety Communications South Coast Loop and Pt Arena Radar

The Point Arena microwave repairs and installation to replace the damaged Microwave equipment and finalize the south coast microwave loop are nearly completed. Remaining work to be completed is the finalizing of new Microwave system alarms and power system monitoring as well as relocating the equipment into weather resistant equipment cabinets that have been specified, approved and ordered. Manufacturer supplied product, operations and management training on this new system for County Staff is being scheduled. During the recent rainstorms, leaks in the RADAR building roof have been observed. County Facilities have been apprised of the situation and are responding to repair the roofing as soon as possible.

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

The new Nokia MPLS equipment installations at all County Communications sites have been successfully completed as of October 23, 2021. In preparation for the MPLS equipment installation and cutovers, the required new DC power systems were installed and cut over at the Ukiah dispatch and Laughlin ATT sites on October 27, 2021.

During the DC power plant cutovers at Ukiah and Laughlin, the County experienced a major failure of the aging T1 Ring switching equipment tied to the County Microwave System. This equipment failure severely disrupted Public Safety radio communications for the Sheriff's Office Central and South Coast Sectors, Fire and Medical dispatch Countywide, and County Roads on the South Coast. County Communications Staff assisted getting Fire and Medical dispatch working again on backup for all areas of the county except the Gualala area within minutes. Later that day County Communications staff were able to bypass the failed T1 Ring switch at Laughlin restoring radio communications for Sheriff's Office Central Sector and Fire / Medical dispatch on their primary system Countywide within 6 hours of the initial failure. Early the next morning County Communications Staff were able to re-establish Sheriffs radio communications to the South Coast Sector area using an alternate microwave circuit. Later it was determined the T1 Ring switch that failed was due to the power interruption and age of the equipment. Saturday, October 30, 2021, All County Communications site Data services were cut over to the new MPLS system successfully.

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

The Simulcast Repeater Upgrade Project is currently proceeding on schedule. 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 early November pending arrivals of all materials and contractor availability. The funding required to finish this project (Phase 1B) 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.

#### 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

## INFORMATION SERVICES DIVISION

### MONTHLY UPDATE

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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 continuous addition of the Citizens Redistricting Commission's Supervisor District boundary proposals, up to and including Draft 10.

The GIS Coordinator is working with staff from County Counsel's office and the Executive office to act as staff for the Citizens Redistricting Commission. GIS Program Staff have participated in the in public meetings for the Citizens Redistricting Commission and have prepared and presented static maps and data tables as well as interactive mapping tools during the Commission's public workshops. For each new draft, static maps with the required statistics and accompanying data tables are prepared for publishing to the County's Redistricting website.

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 Information Services 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.

### Development and Business Applications Update

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

- Re-launch of Tyler Content Manager (TCM)
  - A new effort has begun to improve usage of TCM application. The County has had TCM installed for several years. Information Services Division staff are now working to introduce new usages in the spirit of creating more automation and less paper intensive processes
- Employee Self Services (ESS)
  - Information Services Division staff have successfully installed this companion piece to our Munis suite of applications, and are currently working on implementation details. This module will allow each employee to interact with the County's HR/Payroll system in ways they have not been able to previously, for such items as retrieval of paystubs, updating emergency contacts, and updates to W4 information. Additionally, this module will allow for the tracking county wide for performance evaluations
- New Hub for 19.1

#### Property Tax Software System (Aumentum)

The Information Services Division continues to assist in the implementation of the Aumentum Property Tax Software System. We are happy to report that the system has successfully produced the annual Secured Property Tax bills on time. Additionally, work is continuing on the implementation of the Tax Sale module, which will assist in the sale of Tax defaulted properties. Completing the process of issuing corrected bills is on the near horizon. Each step of this implementation process requires the coordination of stakeholders at the Assessor, Auditor and Tax Collector's Offices. Each of these departments have performed admirably during the challenging implementation of this major software package.

## INFORMATION SERVICES DIVISION MONTHLY UPDATE

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### Criminal Justice Software Migration Update

- The Information Services Division is actively assisting the District Attorney's Office in implementation of their new case management system, Prosecutor by Karpel. This application is widely used throughout California (and in many other states). It is expected this application will go live sometime in early 2022
- The Public and Alternate Defender's Offices have also landed on a product by Karpel, and the Information Services Division is currently assisting



Board Directives

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
21-89	10/26/2021	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 – Sponsor: Sheriff-Coroner	GENERAL CONSENSUS OF THE BOARD to direct that the item come back as a regular item with an informational report regarding a performance evaluation of the contractor, and if they do not have sufficient past performance records, set something up for future performance	Sheriff	IN PROCESS	Item tentatively scheduled to come before the Board on 11-16-21.
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	11-8-21: Direction from CAL OSHA and the federal government is still outstanding. On hold.
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	
21-79	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.
21-75	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.	County Counsel/Sheriff	IN PROCESS	11-8-21: County Counsel is bringing an item forward on 11-16-21 for Manning & Kass to represent MCSO for conflict matters.
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	
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	

Board Directives

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Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
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	
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.
21-36	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.

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Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
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.
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	ONGOING	On-going. First report was provided as part of CEO report for the 6.22.2021 BOS meeting. 11-9-21: Reports have been part of each subsequent CEO report.
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. 11-8-21: Crop Report is coming forward in January.
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-Tax Collector/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.

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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/Cannabis/Auditor	IN PROCESS	Reassigned directive from PBS to Cannabis.
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	ONGOING	Code Enforcement has and will continue to provide notice in this manner.
20-87	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 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	
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	

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Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
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 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	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. 11-9-21: Department will discuss timing of Directive with Board during future presentation on Work Plan for the Department.
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	
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	3/102020	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	



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Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
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	Executive Office	IN PROCESS	
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.

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Internal Document Only

Directive #	Date	Agenda Item #	Agenda Item Title	Directive	Department	Status	Progress/Updates
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.
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 unincorporated areas.	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 with sprinklers	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	

## Legislative & Policy Updates for Internet Connectivity in Mendocino County

Enormous opportunities are on the immediate horizon for internet connectivity in Mendocino County. With the passage of [SB 156](#), California will see a \$6+ billion investment in "open access," "middle mile," and "last mile" networks by mid-decade. The funds are approved, and planning processes are underway; [the public can comment](#) to the California Public Utilities Commission (CPUC.)

In the "[middle mile](#)," Mendocino County is promised the benefit of more than 100 miles of underground fiber-optic cables along our Highways. The "last mile" distribution to homes and businesses along County roads is being developed under a Joint Exercise of Powers Agreement with [Golden State Connect Authority](#) (GSCA,) formed by Rural County Representatives of California (RCRC) and adopted by the County of Mendocino.

[According to CalMatters](#): SB 156 'Invests \$6 billion toward...a statewide "middle mile" network — that is, the internet highway between the "core" internet and the "last mile" networks which, like surface streets, connect homes and businesses. Getting "middle mile" network connectivity to these places is critical because you can't build internet surface streets until the internet highway is in place.'

During and before the Covid-19 pandemic, the County of Mendocino has been diligently studying the challenges of providing improved services across our mountainous, sparsely populated terrain while applying for previously underfunded grants. Now, considerable State and Federal stimulus funds have been set aside to address the digital divide we have long experienced. However, the most resilient and future-proof design, consisting of all underground fiber to every home, is still 5 to 10 times more expensive than the funding anticipated through SB 156.

Fortunately, rapidly developing technologies such as Low Earth Orbit satellite (LEOs,) and fixed wireless deployment along the "open access" network will strengthen and expand coverage in ways that will provide usable broadband access to even the most remote regions of our County, within the next few years.

Senator McGuire and Assemblymember Wood sit on the nine-member [Middle Mile Advisory Committee](#) and continue to be instrumental in advocating for the needs of Mendocino County. In addition, the County Executive Office and each County Supervisor are engaged in the process, with Supervisors Williams and Haschak as a member and an alternate for the North Bay North Coast Broadband Consortium, and Supervisors McGourty and Williams as a member and an alternate for the Rural County Representative of California.

When precise plans for the "middle mile" and "last mile" networks in Mendocino County are realized, then supplemental grant opportunities such as the [California Advanced Services Fund](#); the [National Tribal Broadband Grant](#); [National Telecommunications and Information Administration](#); the [U.S Department of Agriculture Re-Connect](#); and others grants should be considered, in pursuit of digital equity and inclusion throughout Mendocino County.

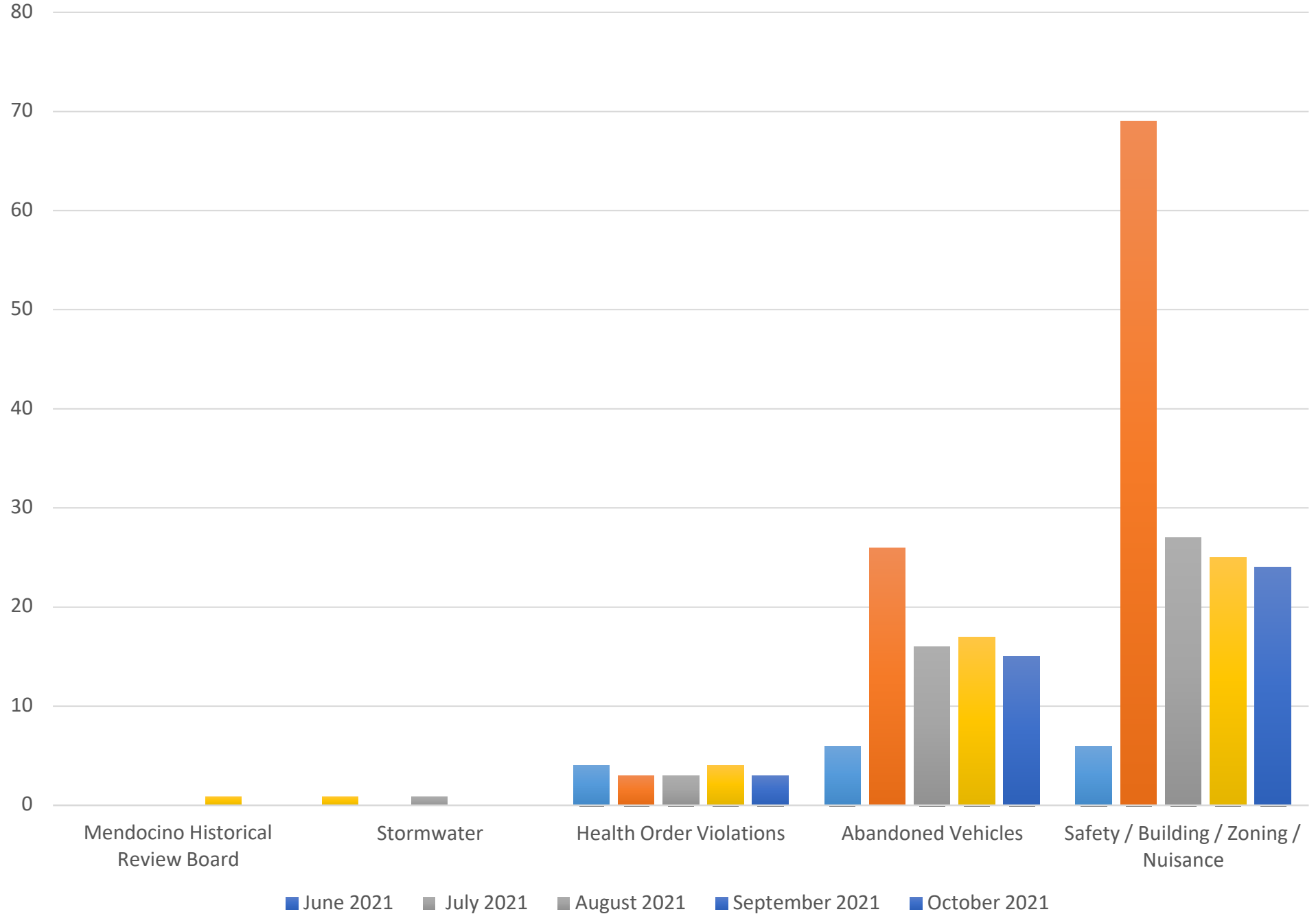


Qualifying homes are encouraged to apply for the [Emergency Broadband Benefit Program](#), which helps families and households struggling to afford internet service during the COVID-19 pandemic.

We invite County residents to test their internet speed through [Connect-Up-Mendo](#); the County launched [crowd-sourced web page](#) that aspires to collect and

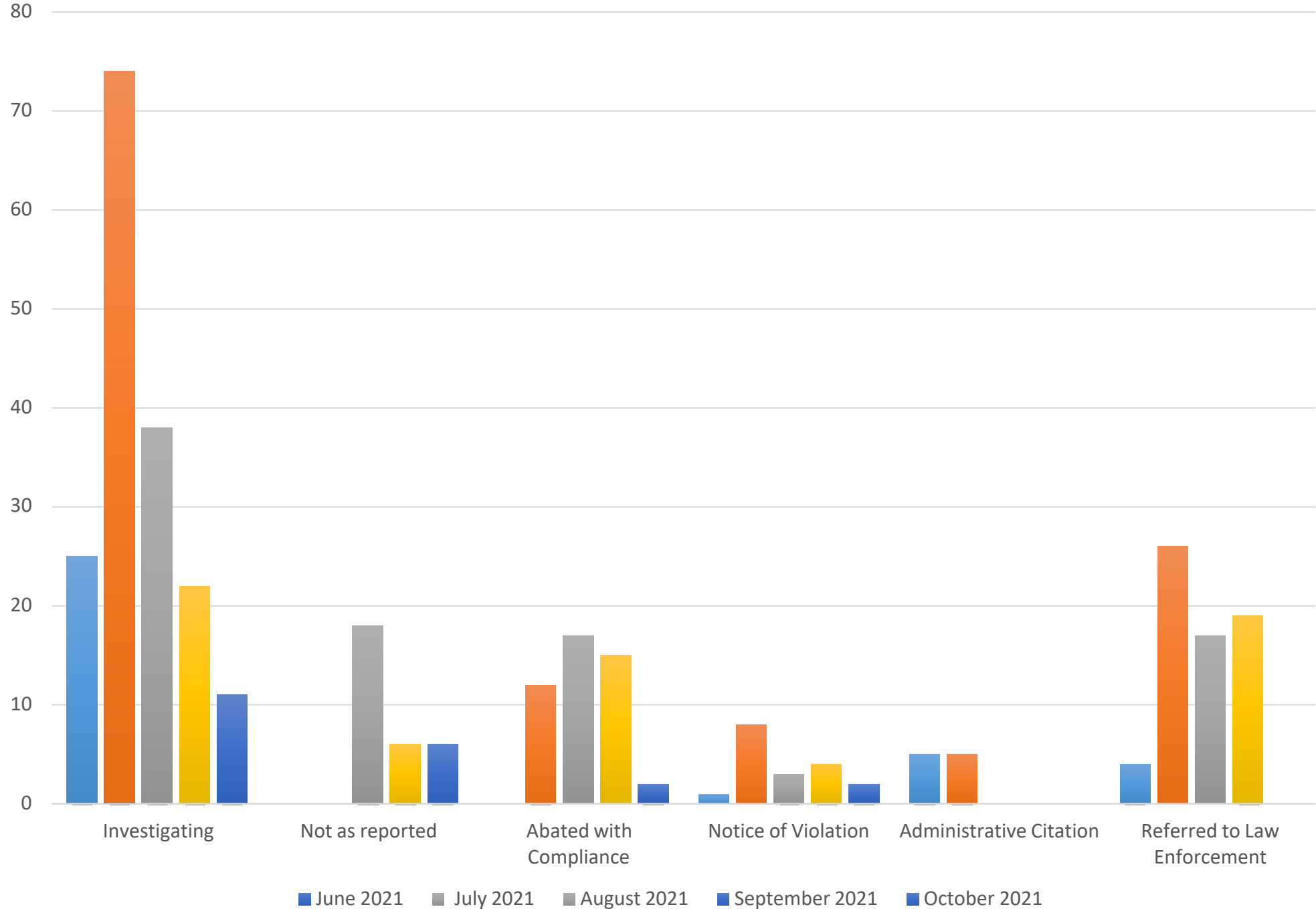
share accurate data about internet quality and availability in every region of Mendocino County.

## CODE ENFORCEMENT – NON-CANNABIS COMPLAINTS

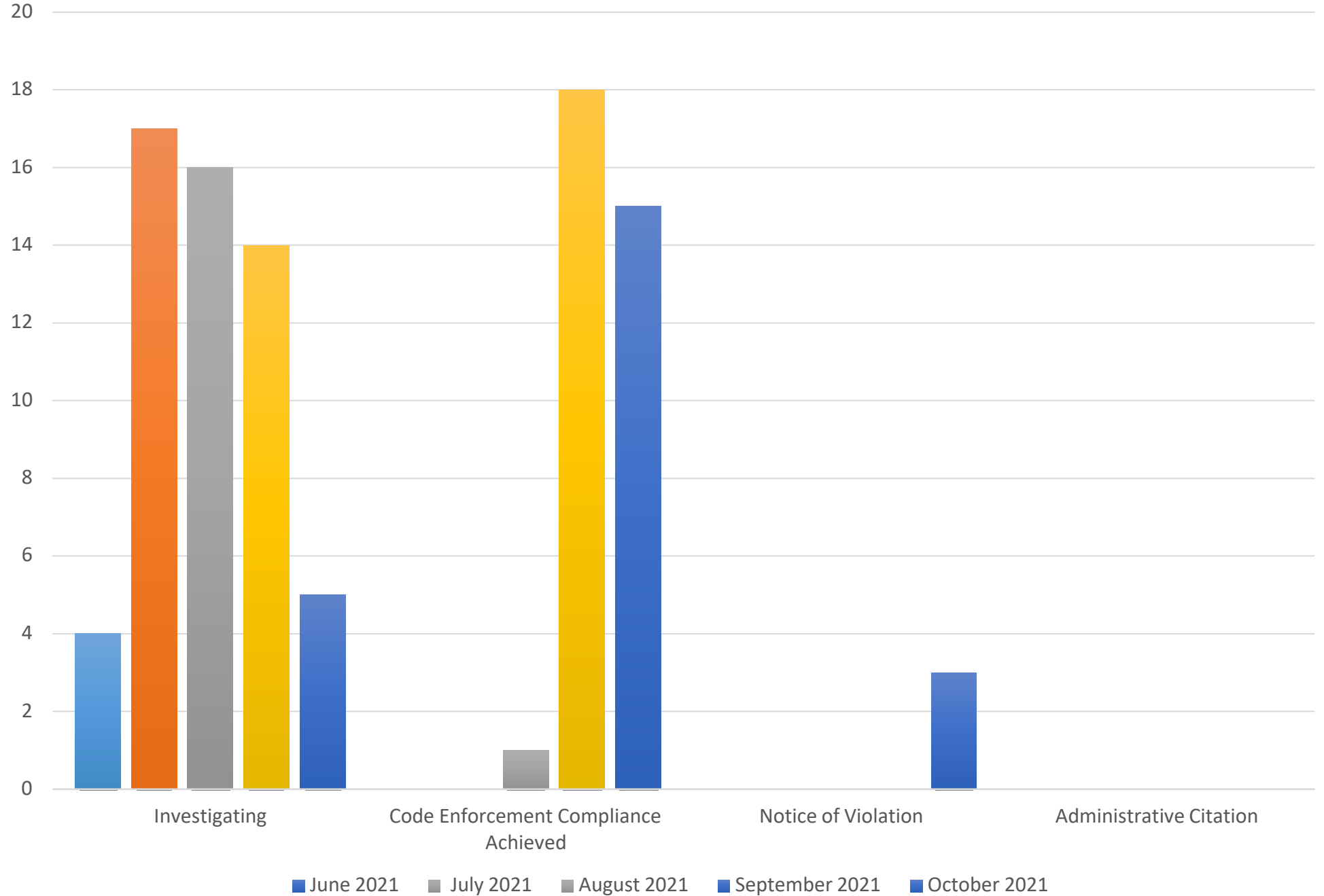




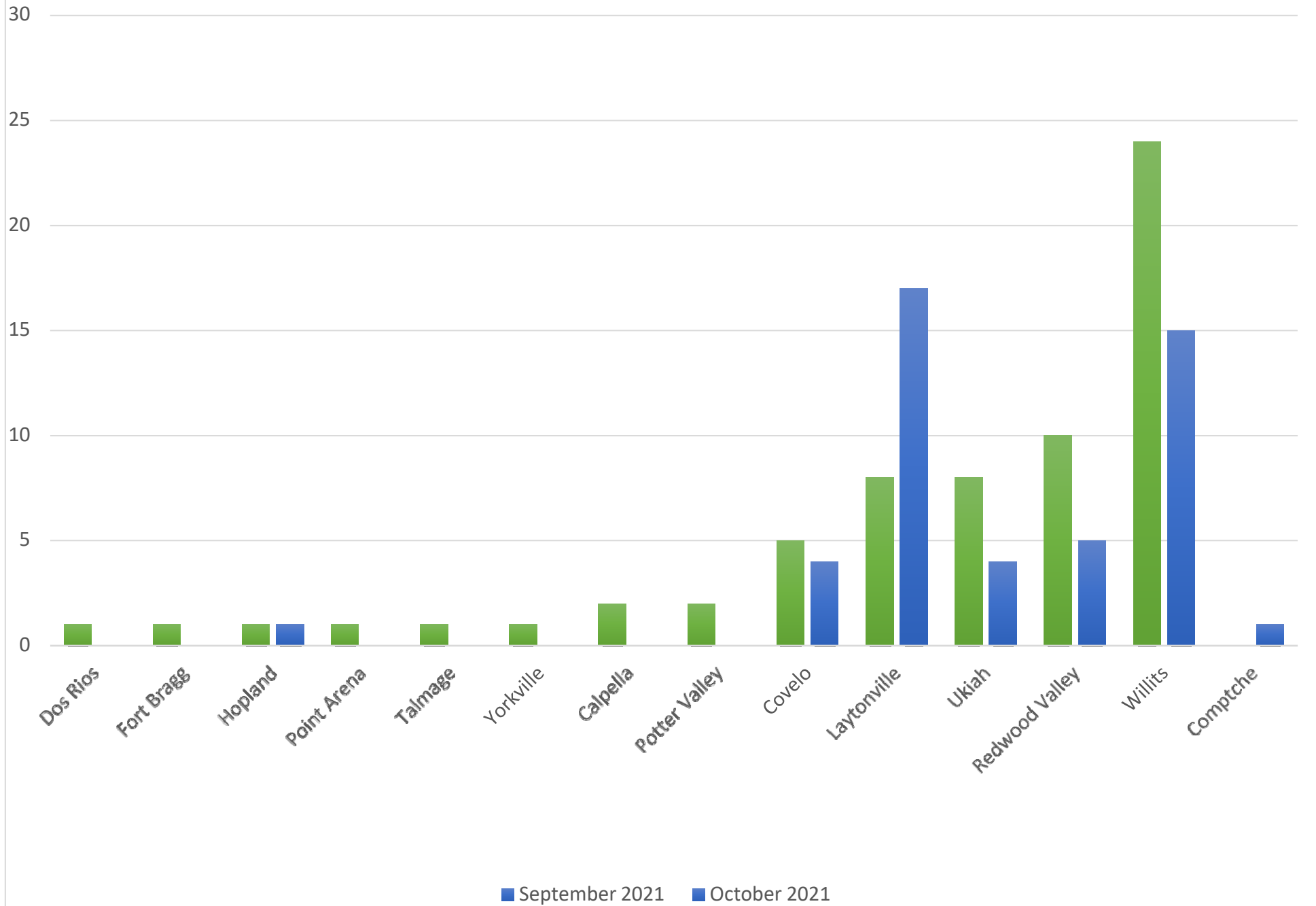
## CODE ENFORCEMENT – NON-PERMITTED CANNABIS COMPLAINTS



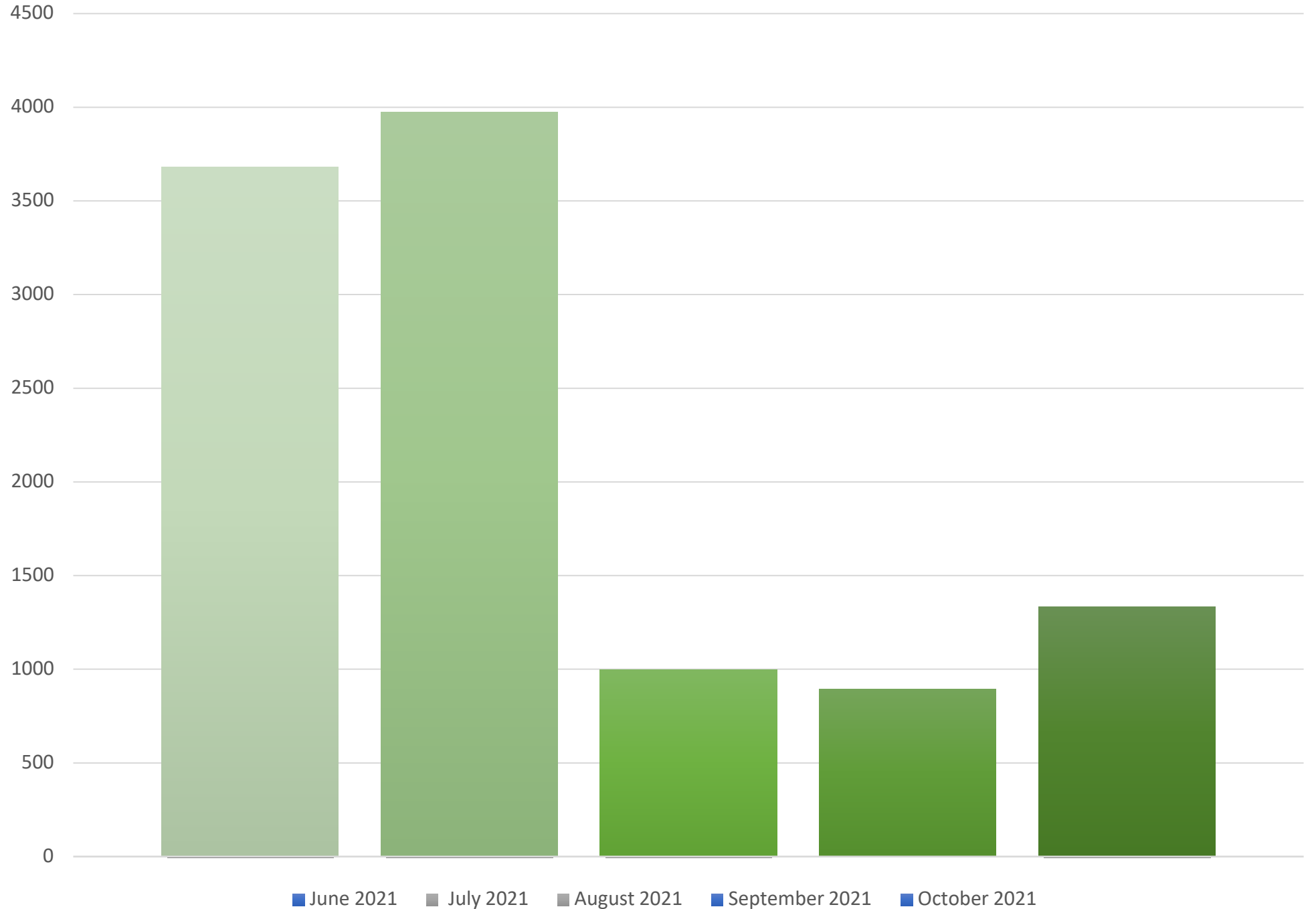
## CODE ENFORCEMENT – IN-PROGRAM CANNABIS COMPLAINTS



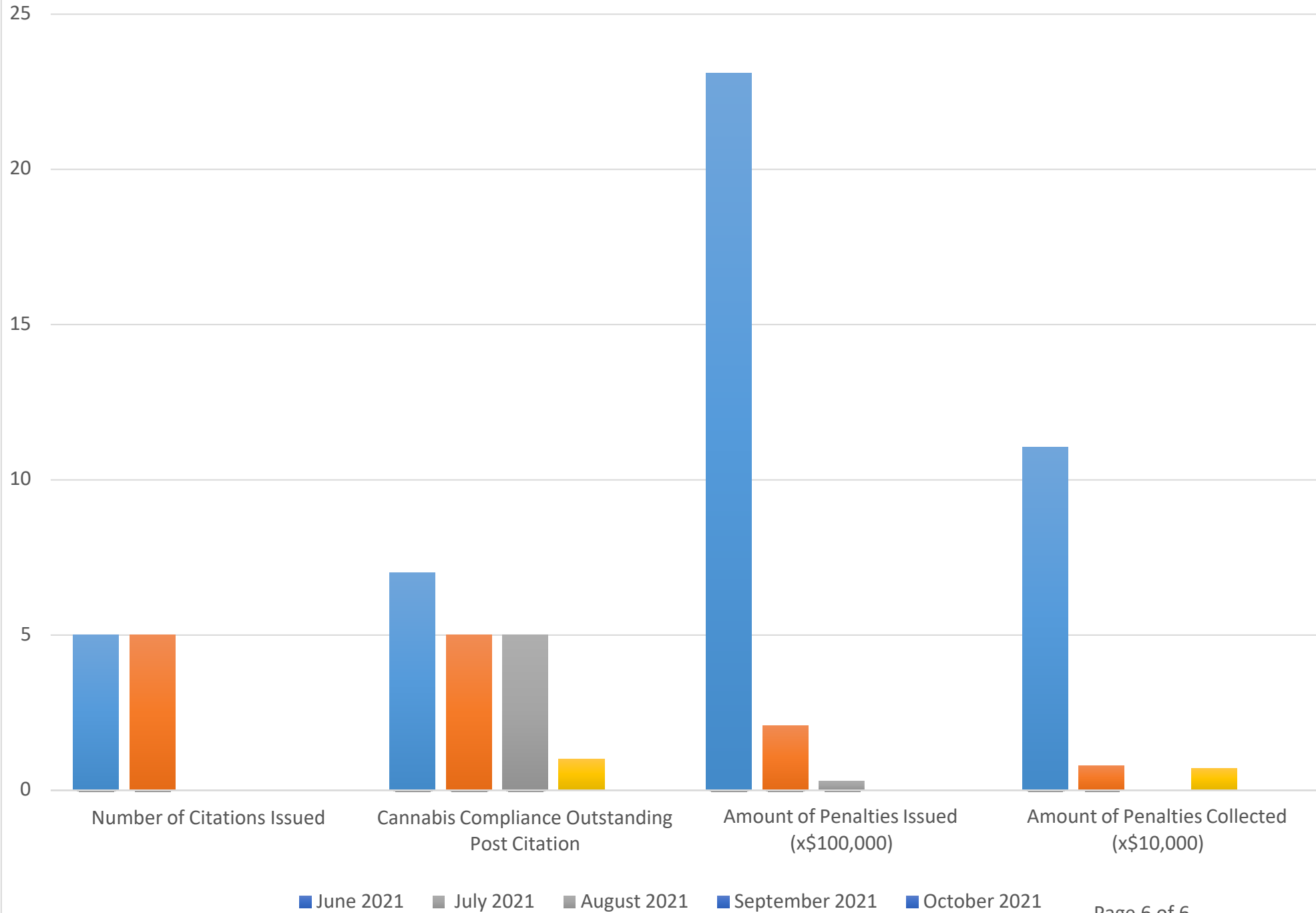
## CODE ENFORCEMENT – CANNABIS COMPLAINTS BY LOCATION



## CODE ENFORCEMENT – CANNABIS PLANTS ABATED



## CODE ENFORCEMENT – PENALTIES





# MENDOCINO COUNTY – FACILITIES AND FLEET & CENTRAL SERVICES DIVISIONS

## MONTHLY REPORT-OUT - CEO REPORT

### NOVEMBER - PROJECT AND OTHER UPDATES

#### FACILITIES & FLEET DIVISION

##### Administrative Update

- Facilities received proposals for space planning and facility condition analysis from architectural and construction management firms on September 23. Staff are in the process of coordinating presentation with those selected for final interviews with the space plan working group, anticipating presenting the recommend firm for Board of Supervisors approval and initiate the County's Space Needs Assessment project.
  - Staff will work with the selected firm to gather information from departments and the County's building sites.
  - The final report will be presented to the Board for review and consideration.
- Staff is working with Sonoma Clean Power on conversion to evergreen services, pursuant to Board of Supervisors action on August 3, 2021; General Services staff will be presenting an update to the Board on December 7 related to this, along with the results of the Energy Audit performed on County owned facilities.
- In early October, the General Services Agency received several communications regarding concern for apparent work PG&E had planned in the Faulkner Park area. As a result, County representatives outreached to PG&E and coordinated a meeting with PG&E on October 21, 2021 onsite at Faulkner Park to review their vegetation management plan. Staff were informed that the plan spans 30 miles, with the County's public park representing a fraction of a mile. County staff requested written supporting documents, a scope of work, and a commitment to delay any vegetation or work within the Park before negotiation with county. Allison Talbot (Government Relations, PG&E) is coordinating a presentation to the Board of Supervisors regarding the proposed work, which will offer the opportunity for public comment. PG&E indicated that once their evaluation work is completed, they will perform a cost analysis to determine what approach they will take to mitigate their identified hazard(s). PG&E assured County representatives that no work will be scheduled in the park without collaboration, however, they advised that there is planned work near or around the park.
- Staff has begun work with the Chief Probation Officer to prioritize facility improvements to allow probation staff to comply with recent ruling requiring the County to have a Pre-trial Release program in place. Facilities has requested an architectural proposal to evaluate program requirements and available spaces.
- Facilities staff has been collaborating with Library staff regarding various space Library assessments. Infrastructure and resiliency grant opportunities available to the County Library system to better coordinate the evaluation process and leverage available funding.

##### Facility Maintenance and Operations

- PSPS generator deployment for critical facilities will now be released for this fire season.
- Annual parking lotsweeping took place October 19, 2021, a requirement of the County's Storm Water Permit.
- Building Maintenance work orders received – 789 Fiscal Year to date
- Building Maintenance work orders completed – 781 Fiscal Year to date
- Current open Building Maintenance work orders – 225

## NOVEMBER - PROJECT AND OTHER UPDATES

<b>Fleet Operations</b>	<ul style="list-style-type: none"> <li>Fleet Staff continues ongoing meetings with Enterprise Fleet Management (EFM) systems for development of lease model for County vehicle use.</li> <li>Staff is currently developing a County replacement program, including comparison models (lease v. County owned/maintained), estimated costs associated with each model, and potential solutions for next Fiscal Year.</li> <li>Garage work orders – 289 Fiscal Year to date</li> <li>Garage work orders completed – 289 Fiscal Year to date</li> <li>Vehicle Charging Station Two vehicle charging stations remain uninstalled (purchased in 2015ish)</li> <li>Facilities had previously explored install options at county locations, including Yokayo front</li> <li>Staff are exploring installation of electric vehicle charging stations at the County's Social Services building on State Street               <ul style="list-style-type: none"> <li>Initial quote for installation of two charging stations is \$35,000 - \$45,000</li> <li>Facilities staff outreach to fiscal team and Social Services to explore funding options regarding install</li> </ul> </li> </ul>
<b>Facilities and Fleet planning activities in progress:</b>	<ul style="list-style-type: none"> <li>Space Utilization Analysis</li> <li>Five Year CIP (2017-2022) Update</li> <li>ADA Plan update</li> <li>Facility Safety Assessment</li> <li>Energy Efficiency Analysis</li> <li>Generator/E-power Plan</li> <li>Facility Condition Analysis</li> <li>Parks Needs Assessment (Phase II)</li> <li>Vehicle Replacement Plan/Program</li> <li>Vehicle Leasing program analysis and options</li> </ul>
<b>CAPITAL IMPROVEMENT PROJECTS</b>	
<b>Communications Site Hardening Projects funded by PG&amp;E settlement funds and CDBG resiliency Grants</b>	<ul style="list-style-type: none"> <li>Sanhedrin Repeater Site Power Line Pole Replacement project in the third and final Phase and with anticipated completion in summer of 2022. Staff is working with consultants to develop standards and requirements to survey the existing underground electrical lines.</li> <li>The replacement/new 911 equipment shelter is in the final project planning phase for the the CDBG hazard mitigation grant process, with approval expected in early 2022 (and procurement and bidding to follow). In addition to relocating data storage and communications equipment from the 911 basement, this project replaces hazardous electrical panels and provides a new generator for full building power. Staff has requested Construction Management proposals to assist in managing the facility construction aspects of this project.</li> <li>With recent funding approval, county wide repeater site hardening prioritization and project development is under way. Initial emphasis on Sanel and Sanhedrin hardening projects, focusing on back-up power, site access and security, waterproofing, fire hardening and equipment cooling.</li> </ul>
<b>Jail Expansion Readiness Projects</b>	<ul style="list-style-type: none"> <li>The Parking Improvement Project design is nearing completion in anticipation of bidding this winter for a spring 2022 start.</li> <li>Staff is bringing forward an opportunity to meet long planned goals of the Information Technology Master Plan (ITMP) and ensure high speed uninterrupted Fiber Optic data service throughout the Jail Building 3 Project with a funding request at first quarter. With approval of this project, new high speed connections will be completed to all three jail buildings, the Jail Programs Building and General Services prior to the start of the Jail Project. Without approval the original feed will need to be re-routed around the new</li> </ul>

## NOVEMBER - PROJECT AND OTHER UPDATES

	building.
<b>Emergency Projects</b>	<ul style="list-style-type: none"> <li>Emergency tree removal is being expedited at the Point Arena Veterans Hall. Staff was in the process of securing Coastal Development Permits (CDP) for the planned removal of dozens of dead and dying trees when one of these trees fell, landing close to several parked cars. With the support of the City of Point Arena, this emergency declaration allows for expedited procurement as well as waiver of notice and retroactive approval of the CDP. Additional funding necessary for this project will be presented with the first quarter budget report and recommendations.</li> <li>Roof leaks at the Point Arena Air Force Base repeater site are threatening newly installed equipment. The emergency declaration allows for expedited procurement and retroactive contracts to ensure the roof recoating is completed as soon as possible.</li> <li>The 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 and the plumbing problems have been corrected. Non-emergency replacement of finishes and casework will proceed promptly.</li> </ul>
<b>Other Projects of Note</b>	<ul style="list-style-type: none"> <li>The Willits Library broadband data wiring project has been awarded and work is expected to be completed by the end of the year.</li> <li>The Board Chamber Remodel project is complete. Staff is reviewing several options to enhance security and finishes in chambers and will provide updates accordingly.</li> <li>The Administration Center Server Room Cooling and Fire Suppression project is in final stages of design with bidding anticipated after the first of the year.</li> <li>The Project to replace the Uninterrupted Power Supply (UPS) at the fiber optic hub at the Courthouse Annex has been completed.</li> <li>Initial design process is underway to replace failing HVAC units at Jail Building 2 and the Ukiah Department of Transportation Office.</li> </ul>
<b>Measure B Projects</b>	<ul style="list-style-type: none"> <li>The Regional Behavioral Health Training Center is complete and ready for Use.</li> <li>The Crisis Residential Treatment Center is complete and scheduled to be turned over to the operator the week of November 8th.</li> <li>The Psychiatric Health Facility feasibility study for the Whitmore Lane site is in progress. Staff is expecting preliminary findings in December with a Board presentation scheduled for January.</li> </ul>
<b>SB 844 Jail Expansion</b>	<ul style="list-style-type: none"> <li>The County's architect is preparing construction drawings for the Building 3 expansion with a goal of completing documents for state review by the end of the year. Staff has begun work to request prequalification applications for contractors interested in bidding on the project. This competitive process will ensure that all bidders have the qualifications and experience necessary for this project. The project team anticipates bidding in the summer of 2022 subject to approvals by state oversight agencies.</li> </ul>
<b>CENTRAL SERVICES DIVISION</b>	
<b>Real Property</b>	<ul style="list-style-type: none"> <li>General Services Agency staff are working on a potential lease of space for the GEO Day Reporting Center and Social Services/Family Center (co location). Staff are negotiating lease terms and occupancy details and will report to the Board as progress is made.</li> </ul>
<b>Parks</b>	<ul style="list-style-type: none"> <li>Parks Needs Assessment Phase II             <ul style="list-style-type: none"> <li>General Services Agency and the County's Parks Needs Assessment consultants presented the phase II proposed project plan on August 31, 2021. The Board appointed an ad hoc of Supervisors Mulheren and McGourty</li> <li>Staff and the consultants met with the ad hoc Next Steps:                 <ul style="list-style-type: none"> <li>Ad hoc members to meet and assess potential annual maintenance</li> </ul> </li> </ul> </li> </ul>



## NOVEMBER - PROJECT AND OTHER UPDATES

	<p>costsfunding options</p> <ul style="list-style-type: none"> <li>▪ Consultants to provideinformationregarding for possible maintenance costs</li> <li>▪ Ad hoc to outreach to stakeholders regarding various access areas and partnerships with various parks</li> <li>▪ County Staff to research options regarding surplusng or decommissioningvarious access areas</li> <li>▪ County Staff to outreach to stakeholders regarding potential for collaborations</li> <li>▪ The Group will reconvene monthly, with the goal to present updates to the Board after the first of the year</li> </ul> <p>Other parks considerations:</p> <ul style="list-style-type: none"> <li>○ Vegetation managementand Fuel Mitigation plan</li> <li>○ Coordinating and considering outside development interests</li> <li>○ Concession agreements</li> </ul>
<b>Requests for Proposals: Central Services Issued</b>	<p><b>RFP 036-21 Structural Analysis Tower Inspection</b></p> <ul style="list-style-type: none"> <li>• Proposals received on October 18, 2021</li> <li>• Evaluations are being conducted</li> </ul> <p><b>RFQ 038-21 Probation Dodge Durango</b></p> <ul style="list-style-type: none"> <li>• Proposal received on October 14, 2021</li> <li>• Probation taking item to the Board of Supervisors soon for approval.</li> </ul> <p><b>RFQ 039-21 Patrol Vehicles</b></p> <ul style="list-style-type: none"> <li>• Issued on October 1, 2021</li> <li>• Proposal deadline October 22, 2021</li> </ul>
<b>Requests for Proposals: Department Issued</b>	<p><b>RFP 035-21Space Needs Assessment - Architectural Services</b></p> <ul style="list-style-type: none"> <li>• Evaluation process began October 20, 2021</li> <li>• Potential presentations to be scheduled in November 2021.</li> </ul> <p><b>RPB 037-21 Willits Library Data Cabling</b></p> <ul style="list-style-type: none"> <li>• Proposals received on October 14, 2021</li> <li>• Project was awarded to the lowest bidder, Fort Bragg Electric for \$46,845.</li> </ul>
<b>Purchasing</b>	<ul style="list-style-type: none"> <li>• EOC Logistics Support: Currently with the rain Logistics was no longer needed in support of the declared drought/water emergency and has since stood down.</li> </ul>
<b>Long Term Planning</b>	<ul style="list-style-type: none"> <li>• Central Services Operational model</li> <li>• ISF Development- Facilities, Fleet and Central Services</li> <li>• Fiscal reporting structure</li> <li>• Budget Preparation (with Executive Office Budget Team)</li> </ul>



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

### November Brings a Month of Self-Awareness, Education, Recognition, and Healing:

- November is National Native American Heritage Month. November is a time to honor the culture and heritage of Native Americans. It is also a time for education, to raise awareness about diversity, equity, and inclusion and the challenges the Native people have faced historically and in the present.
- The First Wednesday in November is National Stress Awareness Day: November 3, 2021. Stress Awareness Day is a 24 hour period of reinforcing the fact that you're not doing yourself a favor by stressing about situations you can't control. Ways to manage stress include, but are not limited to: Exercise, Nutrition, Time Management, Talking, Laughing, Breathing, Relaxation, Hobbies, Reduce/Stop alcohol and/or substance use.
- The third Thursday in November is The Great American Smokeout®: November 18, 2021. The Great American Smokeout® is a day in joining thousands of people who smoke across the country in taking an important step towards a healthier life and reducing cancer risk.

### BHRS:

- **Mental Health Services Act** - The Behavioral Health Advisory Board held a Public Comment Period on the 3-Year Plan for MHSA on September 27th and approved the 3-year plan to move forward with the received public comments. The final draft is in the process of going before the Board of Supervisors and is available for people to review on our website: <http://www.mendocinocounty.org/government/health-and-human-services-agency/mental-health-services/mental-health-services-act>. Public comments for MHSA, for future planning, current concerns, or to make suggestions regarding future Innovation plans, are always welcome at MHSA/QIC Joint Forums, the next of which is being held December 8th, at 10 am. Please contact Rena Ford at [FordRe@mendocinocounty.org](mailto:FordRe@mendocinocounty.org) for more information, or check our website for more ways to be involved with MHSA.
- **BHRS Community Wellness** - BHRS Community Wellness staff are advisors for the following school clubs:
- Willits High School Youth Adult Partnership (YAP) Friday Night Live (FNL) group had their first meeting on October 21, 2021 determining the purpose of the group, building participation and leadership in the group. The first of the roadmap - Mile 1: Get Your Group Together meeting had ten (10) students present and our major steps we took were getting to know each other and establishing rights and responsibilities. The Willits YAP FNL will meet monthly. Everyone is welcome and anyone can become a member. They are partnering with the WHS Native American Club on the MMIW Mural Project, scheduled to begin on December 18, 2021.
- Willits High School Interact Club consists of twelve (12) student who meet monthly to develop leadership skills while discovering the power of Service Above Self. Everyone is welcome and anyone can become a member. This club is also sponsored by the Willits Rotary. They are also partnering with the WHS Native American Club on the MMIW Mural Project, scheduled to begin on December 18, 2021.
- Willits High School Native American Club consists of ten (10) students who meet twice a month to develop leadership skills, increase diversity through community involvement, and serves the needs of Native American students through the sharing of culture and heritage of Native Americans. The club provides its members with a social outlet, acting as a source of friendship, and support for everyone involved. Everyone is welcome and anyone can become a member.
- Ukiah Unified School District has connected with staff and prevention services will be implemented this coming month of November. More to come!





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

### Substance Use Disorder Treatment (SUDT):

- Three persons graduated from OPTIONS Adult Drug Court on October 22, 2021. OPTIONS is a collaboration between SUDT, Mendocino County Superior Courts, the Mendocino County Probation Department, and other treatment providers. The graduates completed Triple P Parenting classes, 488 community service hours, and numerous group sessions – congratulations to all!

### Grants:

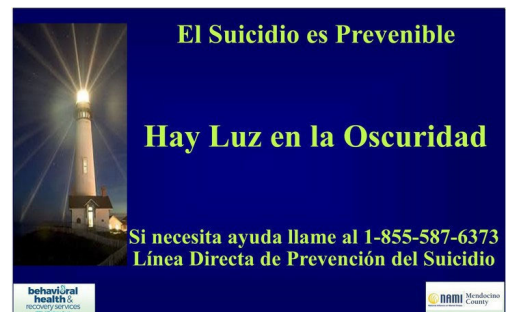
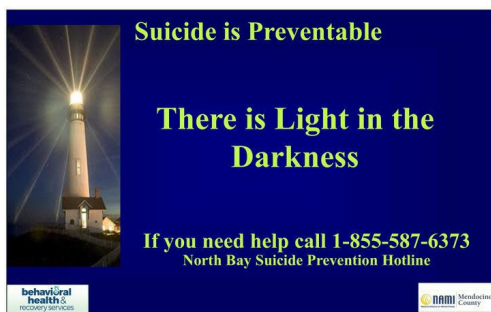
- BHRS is very pleased to report we received award notices of nearly \$100k each for the Department of Health Care Services' Telehealth Expansion Grant for both MH and SUDT. Funding award announcements for our recent grant submissions for the DHCS CRRSAA and ARPA funding for both MH and SUDT and the DHCS Crisis Care Mobile Units grants are expected shortly. Stay tuned!

### Recent Grants Applied For:

- Grant funding opportunities continue to keep BHRS staff very busy. We just put the finishing touches on the California Health Facilities Financing Authority's (CHFFA) Investment in Mental Health Wellness Grant for Children and Youth with the goal of opening a youth crisis residential treatment facility right here in Mendocino County. Additional opportunities are in the pipeline and staff expects to continue working on currently identified grants through February of 2022. New grant announcements are promoted regularly and there may be many more to come.

### Meetings of Interest and Educational Opportunities:

- MHSA Forum/QIC Meeting: December 8, 2021 10:00 AM – 12:00 PM via Zoom:  
<https://mendocinocounty.zoom.us/j/86068925753>
- Cultural Diversity Committee Meeting: Friday, December 17, 2021 3:30 pm - 5:30 pm via Zoom:  
<https://mendocinocounty.zoom.us/j/85371204713>





## **Social Services Status Report November 2021**

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

November 11th is nationally recognized as Veterans Day, an opportunity for us to honor and show our appreciation, gratitude and respect for the contributions and sacrifices veterans and their families have made for our country. Tens of millions of Americans have served in the Armed Forces of the United States during the past century and hundreds of thousands have given their lives. Veterans Day was once known as Armistice Day and celebrated the anniversary of the signing of the Armistice that ended World War 1. In 1954, Congress changed the holiday to Veterans Day, in honor of all who had fought in various American wars. Veterans are brave and selfless individuals who, when called to duty, willingly put themselves in harm's way to defend the liberty, freedoms and way of life enjoyed by all Americans.

Approximately 6,500 veterans reside in Mendocino County. The Mendocino County Veterans Services Office has the privilege of honoring their service to our country, by assisting veterans and their dependents with obtaining entitlements. This includes health care, mental health, compensation and pension claims, education benefits, housing benefits, and VA life insurance. This past year, the Veterans Services Office completed 1,400 claims, bringing in an estimated \$4.4 million to Mendocino County veterans.

We would like to personally thank our veterans for their unwavering service and commitment to our nation.

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

Family & Children's Services (FCS) administers many programs, including a child abuse and neglect reporting hotline that is answered by FCS social workers, 24 hours a day, 7 days a week, 365 days a year. Over the past 12 months (October 2020 - September 2021), the hotline received an average of 170 reports of suspected child abuse/neglect a month from mandated reporters, family members and concerned members of the public.

Each report made to the hotline is individually reviewed by using a statewide standardized hotline screening tool, to determine if the report meets the criteria

for a child abuse/neglect investigation and, if so, whether a response is required immediately (within 24 hours) or within 10 days. Referrals that require an investigation are assigned to an Emergency Response social worker in the regional office nearest where the child(ren) and parent(s) are located - Ukiah, Willits or Fort Bragg. Over the past 12 months, approximately 48% of the reports received by the hotline have been assigned for investigation. Reasons a report would not be assigned for investigation include: does not allege child abuse/neglect, does not involve a child under age 18, is a duplicate referral with no new information, referral is being sent to another county where the child lives, not enough information is provided about the child's identity and/or location to enable an in-person response, another agency has jurisdiction, or the referral is historical information only.

To make a suspected child abuse/neglect report, please call 1-866-236-0368. If you are a mandated reporter agency identified in Penal Code Section 11165.7 and would like a mandated reporter training for staff, please contact Emergency Response Hotline Supervisor Daniele Shields at (707) 463-7810 or Senior Program Manager Rebecca Whitting at (707) 467-5874.

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

Employment and Family Assistance Services (EFAS) has continued to transition to the new CalSAWS eligibility system, while processing an increased number of public assistance benefit cases. The CalWORKs cash assistance caseload has grown by almost 9%, and the CalFresh Caseload has grown by 7%, since the end of August 2021. In the month of October alone, EFAS received 1100 combined applications for Medi-Cal, CalFresh, CalWORKs, and Temporary Homeless Assistance. As a reminder, applications can now be submitted through the new online portal at [BenefitsCal.com](https://BenefitsCal.com). Applications can also be picked up at our offices, located at 737 S. State Street in Ukiah, and 764 S. Franklin Street in Fort Bragg. The open enrollment period for healthcare through Covered CA will be November 1, 2021, through January 31, 2022. You can apply for Medi-Cal any time during the year!

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

Project Homekey at Live Oak Apartments has housed 71 adults, seniors, and children. Since the start of the project, 23 of these individuals have transitioned to permanent subsidized housing in other locations, thereby freeing up units for homeless households seeking to permanently recover from homelessness. The interest list for this site is currently over 400 individuals. Staff is planning for Phase 2 of the building remodel, which will include installation of the remaining kitchenettes and a possible solar array on the roof and/or parking lot. Construction is anticipated to begin January 2022. To learn more, please visit our website at [www.projecthomekeymendocino.org](https://www.projecthomekeymendocino.org).

ACTeam continues to manage the local implementation of California's Project Roomkey, which provided motel rooms to high-risk unhoused individuals who met specific criteria as a protection from COVID-19 spread. Project Roomkey is

not accepting any new participants, although 52 households remain in motel housing through this program. The County received funding from the California Department of Social Services for the purposes of supporting Project Roomkey Participants, in their efforts to secure stable housing, so that they do not return to homelessness. As expected, the biggest barrier to rehousing efforts lies in the lack of available housing units.

The Community Outreach unit continues to work with local partners to help them navigate the CalFresh, Medi-Cal and Covered California programs, with a focus on families with children. The Outreach Unit provides CalFresh Advocate training to community partners and county staff. The Outreach Unit runs the Mendocino County Car Seat Safety Program, distributing seats, educating families, and providing installation assistance. Outreach Unit staff have been assisting families with applying for COVID related benefits and programs for housing, child care, unemployment, disability, and other benefit programs. The Outreach Unit convenes and facilitates meetings between County staff and community agencies to focus on children's health, safety and resource navigation. The Community Outreach unit has taken responsibility for the local implementation of 211, through a contracting relationship with United Way.



# 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:** November 16, 2021

**Department Contact:** Supervisor Gjerde

**Phone:** 463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 15 Min

**Agenda Title:**

Discussion and Possible Action Including Appointment of Director/Board Member Representative and Alternate Representative to the Following: California State Association of Counties (CSAC) Board of Directors; and National Association of Counties (NACo); and Appointment of Director/Board Member Representative and Alternate Representative to Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA) for the 2021-22 Term  
(Sponsor: Supervisor Gjerde)

**Recommended Action/Motion:**

Appoint Director/Board Member Representative and Alternate Representative to the following: California State Association of Counties (CSAC) Board of Directors; and National Association of Counties (NACo); and appoint Director/Board Member Representative and Alternate Representative to Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA) for the 2021-22 term; and authorize staff to transmit said appointments to each.

**Previous Board/Board Committee Actions:**

Last action of the Board taken on November 3, 2020. These are annual Board appointments traditionally acted on prior to CSAC's annual meeting in December, at which time a meeting of the new Board of Directors is convened.

**Summary of Request:**

The constitution of the California State Association of Counties (CSAC) warrants that Boards of Supervisors elect a representative member and an alternate member to serve on the CSAC Board of Directors for a one-year period, commencing with the first day of the CSAC annual conference in December. This year's annual CSAC conference is scheduled to commence on December 3, 2021, in Monterey, California. Further, the Board of Supervisors considers the National Association of Counties (NACo), Rural County Representatives of California (RCRC), and Golden State Finance Authority (GSFA) member and alternate appointments annually as a special assignment.

Historically, the Board has made said appointments for a one-year term to meet CSAC, NACo, and GSFA timelines.

**Alternative Action/Motion:**



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**Item #: 6a)**

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Provide direction to staff.

**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:** 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:** 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:**



**OFFICERS**

**President**

James Gore  
Sonoma County

**1st Vice President**

Ed Valenzuela  
Siskiyou County

**2nd Vice President**

Chuck Washington  
Riverside County

**Past President**

Lisa A. Bartlett  
Orange County



**EXECUTIVE DIRECTOR**

Graham Knaus

September 15, 2021

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

**SUBJECT: Nomination and Selection of CSAC Board of Directors Members**

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Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2021 CSAC Annual Conference will begin on Monday, November 29, 2021. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, December 2, 2021.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2021-2022 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2021-2022 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones at (916) 327-7500 x 508 or by email at [kjones@counties.org](mailto:kjones@counties.org).

Enclosures

cc: 2020-2021 Board of Directors  
Clerks, Board of Supervisors



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 6b)**

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**To: Board of Supervisors**

**From: Supervisor Williams**

**Meeting Date:** November 16, 2021

**Department Contact:** Supervisor Williams

**Phone:** 4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 20 Min

**Agenda Title:**

Discussion and Possible Action Including Formation of an Ad Hoc Committee that Would Explore Creation of a Balanced Short-Term Rental Policy for Business Licensees and Others, Consisting of Supervisor Williams and another Supervisor  
(Sponsor: Supervisor Williams)

**Recommended Action/Motion:**

Approve formation of an Ad Hoc Committee that would explore creation of a balanced short-term rental policy for business licensees and others, consisting of Supervisor Williams and another Supervisor.

**Previous Board/Board Committee Actions:**

On April 10, 2018, the Board considered Preparation of an Ordinance Amending the Mendocino County Inland Zoning Code (Title 20, Division I), Chapter 20.146 (Accessory Use Regulations) and addition of Chapter 20.147 (Short-Term Vacation Rental Activities). The consensus of the Board was found and a directive was issued to staff to incorporate policies regarding Inclusionary Housing Accessory Dwelling Units and Short-Term Rentals as described by Supervisor Gjerde's May 16, 2017 memo and previous direction to staff as stated on May 16, 2017, minutes of the Board of Supervisors meeting. Additionally, the Board decided Zoning Clearance should be required unless occupancy is greater than 120 days, otherwise minor use permit would apply.

**Summary of Request:**

Short-term rentals can provide revenue for underutilized space which will otherwise not be available for the long-term rental market and the government should not intrude. However, the purchase of residential housing stock by out-of-area companies for the sole purpose of profit poses a risk to our communities. It is time to re-evaluate policy with the aim of balancing rights and protecting community.

**Alternative Action/Motion:**

Do not appoint the ad hoc committee and give further direction as deemed appropriate.

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

**Supervisory District:** All

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**Item #: 6b)**

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**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:** 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.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 6c)**

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**To: Board of Supervisors**

**From: Supervisor Haschak and Supervisor McGourty**

**Meeting Date:** November 16, 2021

**Department Contact:** Glenn McGourty

**Phone:** 707-463-4221

**Department Contact:** John Haschak

**Phone:** 707-463-4221

**Item Type:** Regular Agenda

**Time Allocated for Item:** 30 Minutes

**Agenda Title:**

Discussion and Possible Action Including Acceptance of Update from the Drought Task Force Ad Hoc Committee and Direction to Staff Regarding Contracting with Larry Walker Associates for Grant Writing Services for the Urban and Multi-Benefit Drought Relief Grant Program (Countywide)  
(Sponsors: Drought Task Force Ad Hoc Committee of Supervisors McGourty and Haschak)

**Recommended Action/Motion:**

Accept update from the Drought Task Force Ad Hoc Committee; and provide direction to staff regarding contracting with Larry Walker Associates for grant writing services for the Urban and Multi-Benefit Drought Relief Grant Program (Countywide).

**Previous Board/Board Committee Actions:**

On October 19, 2021, the Board of Supervisors directed staff to enter into an agreement, in the amount of up to \$25,000, with Larry Walker Associates for grant writing services for the Urban and Multi-Benefit Drought Relief Grant Program.

**Summary of Request:**

The Drought Task Force Ad Hoc Committee will provide an update to the Board of Supervisors (BOS). Additionally, pursuant to direction from the BOS at their meeting on October 19, 2021, County staff have met with Larry Walker Associates to discuss and begin to develop a scope of work for grant writing services for the Urban and Multi-Benefit Drought Relief Grant Program. Further discussion and direction is needed from the BOS in regards to the scope of the County's grant proposal.

**Alternative Action/Motion:**

Do not discuss issue or give direction to staff.

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

**Supervisory District:** All

**vote requirement:** Majority



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**Item #: 6c)**

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**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:** 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:**

**DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 210075, WITH LARRY WALKER ASSOCIATES, IN THE AMOUNT OF \$25,000, FOR THE TERM BEGINNING UPON EXECUTION OF THE AGREEMENT THROUGH APRIL 30, 2022, FOR GRANT WRITING SERVICES**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Larry Walker Associates, hereinafter referred to as the "CONSULTANT".

**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 CONSULTANT for its Grant Writing Services; and,

WHEREAS, CONSULTANT 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 CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

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

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through April 30, 2022.

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

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:** Transportation

\_\_\_\_\_  
HOWARD N. DASHIELL, Director      DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2910

Line Item: 862189

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: \_\_\_\_\_

**CONSULTANT/COMPANY NAME**

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

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONSULTANT:**

Larry Walker Associates

1480 Drew Avenue, Suite 100

Davis, CA 95618

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

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

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

Date: \_\_\_\_\_

**EXECUTIVE OFFICE/FISCAL REVIEW:**

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

Date: \_\_\_\_\_

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

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

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

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

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT 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 CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT 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.

CONSULTANT 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 CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT 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.

CONSULTANT 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 CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT 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), Consultant 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 CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT 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:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT 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 CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT 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, CONSULTANT 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. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT'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 CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT 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 CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT'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. CONSULTANT 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 CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT 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 CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT 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, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT 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 CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT 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 CONSULTANT.

8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT 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 CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT 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, CONSULTANT 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 CONSULTANT'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 CONSULTANT 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: Mendocino County Water Agency  
340 Lake Mendocino Drive  
Ukiah, CA 95482  
Attn: Amber Fisette

To CONSULTANT: Larry Walker Associates  
1480 Drew Avenue, Suite 100  
Davis, CA 95618  
ATTN: Laura Foglia

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: CONSULTANT 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: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, 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:** CONSULTANT 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:** CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.

CONSULTANT represents and warrants to COUNTY that CONSULTANT 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 CONSULTANT 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 CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT 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 CONSULTANT 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 CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT 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. CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT without cause at any time upon giving to the CONSULTANT 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 CONSULTANT's work, the CONSULTANT 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 CONSULTANT for its Grant Writing Services shall not exceed \$25,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'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: CONSULTANT 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 CONSULTANT 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 CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT 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. CONSULTANT 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: CONSULTANT 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. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT 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: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT 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 CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT 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 CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT 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

Consultant 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

Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant'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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant 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

#### **Purpose**

The intent of this Agreement is for Larry Walker Associates (CONSULTANT) to prepare a grant application to accomplish long-term drought resiliency planning throughout Mendocino County on a multiple groundwater basin/watershed basis. Domestic and non-domestic water projects are typically the responsibility of independent, non-County entities (Special Districts, Community Service Districts and Private for profit water purveyors); however, such projects types and specific needs of independent, non-County entities may be analyzed as part of this planning effort. The County of Mendocino (COUNTY) understands the benefit of countywide alignment in the formation of an overall strategic plan to pursue the countywide goal of securing a resilient water future through informed decision making facilitated by expanded and enhanced monitoring programs, conjunctive use of resources, management practices, coordination and cooperation between multiple independent, non-County water supplier entities. The *Mendocino County Drought Water Resiliency, Management, and Enhancement Strategic Plan* could provide a framework of data from which to prioritize both COUNTY sponsored projects (when appropriate) or to help define the recommended options for independent, non-County entities also.

This countywide *Strategic Plan* is divided into seven TASKS that the qualified water expert CONSULTANT shall develop as an application(s) for data gathering, analysis, needs studies and proposed project types to meet water supply needs.

#### **Background**

The Mendocino County Water Agency (MCWA) is a special district that encompasses all of Mendocino County and is governed by the Board of Supervisors sitting as the Board of Directors. MCWA encompasses the entire county except that like functions are shared in certain instances by the Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) which was formed within the Mendocino County Flood Control and Water Conservation District (predecessor of MCWA) as a special district in 1955.

Independent, non-COUNTY entities within Mendocino County that provide water, wastewater, and conservation and flood control service providers are referenced herein include the following:

RRFC was formed by voters in 1955, to serve, along with the Sonoma County Water Agency, as the local sponsor for the development of Coyote Dam and Lake Mendocino. RRFC's sphere of influence encompasses the Russian River Watershed. Furthermore, the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) was created by a Joint Powers Agreement (JPA) to serve as the official Groundwater Sustainability Agency for the Ukiah Valley Basin required by the Sustainable Groundwater Management (SGMA) Act of 2014. UVBGSA member agencies are County of Mendocino, City of Ukiah, and the Russian River Flood Control and the Upper Russian River Water Agency (URRWA).



URRWA, a joint powers agency formed to provide a vehicle for consolidation of its member water districts in the general Ukiah Valley area into a unified regional water agency. Other members of the URRWA JPA include Calpella County Water District (CWD), Millview CWD, Redwood Valley CWD, and Willow CWD.

Mendocino County Inland Water and Power Commission (IWPC), is a joint powers agency that includes RRFC, Mendocino County, the City of Ukiah, Redwood Valley CWD, and Potter Valley Irrigation District. The agency was formed to facilitate coordination between the Potter Valley Irrigation District and Pacific Gas & Electric (PG&E) regarding the Potter Valley Project. The Potter Valley Project is owned by PG&E and is regulated by the Federal Energy Regulatory Commission (FERC); a relicensing effort is currently in the beginning stages. The IWPC is also actively participating in that process.

Other independent, non-COUNTY entities within Mendocino County that provide water, wastewater, and conservation and flood control service providers that are referenced herein include the following:

Brooktrails Township Community Services District  
City of Ukiah  
City of Willits  
Potter Valley Irrigation District  
Rogina Water Company Inc.  
Willow County Water District-Calpella  
Willow County Water District-Redwood Valley  
Willow County Water District-Willow  
Willow County Water District-Millview  
Willow County Water District-Hopland  
Willow County Water District-River Estates  
North Gualala Water Company  
Irish Beach Water District  
Elk County Water District  
Point Arena Water Works  
Covelo Community Services District  
City of Fort Bragg  
Surfwood Mutual Water Corporation  
City of 10,000 Buddhas  
Mendocino City Community Services District  
Westport County Water District  
Laytonville Community Water District

### **Scope of Work**

CONSULTANT shall develop a grant application on behalf of COUNTY for the 2021 Urban and Multibenefit Drought Relief Program, administered by the California Department of Water Resources (DWR), which covers the items outlined below, along with any additional items

CONSULTANT deems necessary in order to deliver the services in accordance with DWR application requirements.

### **Work Tasks**

Generally, this *Mendocino County Drought Water Resiliency, Management, and Enhancement Strategic Plan* will study and measure water supply information countywide and integrate, by reference, any available data from Independent, non-County entities; but not necessarily endorse or implement specific Independent, non-County entities' projects.

#### **Task 1. Conduct information gathering in major groundwater basins regarding water supplies and aquifer recharge.**

- a. Upper Eel Watershed, Little Lake Valley, and Sherwood Valley Groundwater Basins and Watershed.
- b. Big-Navarro-Garcia Watershed, Anderson Valley, and Coastal Groundwater Basins and Watershed. – Includes update of 1984 DWR Study.
- c. South Fork Eel and Lower Eel, and Laytonville Groundwater Basins and Watershed.
- d. Middle Fork Eel, Covelo Round Valley, Williams Valley, and Eden Valley Groundwater Basins and Watershed.
- e. Upper Russian River Watershed, Ukiah Valley, Redwood Valley, Potter Valley, and Sanely Valley Groundwater Basins - includes integration of UVBGS Groundwater Sustainability Plan.

**Task 1 Work Product:** Completed findings section of *Mendocino County Drought Water Resiliency, Management, and Enhancement Strategic Plan*.

#### **Task 2 Establish groundwater monitoring baseline facilities and data collection to improve understanding of groundwater and surface water flow and quality to enhance decision making and planning capabilities and ensure water protection.**

- a. Install wells.
- b. Record data from 2022 to the March 31, 2026, end of UMB grant eligible expenditures.
- c. Decommission well(s) with grant funds unless a sustainable method is identified by transfer of facility to ongoing responsible party.

This task improves preparedness against future drought and supports drought resiliency against future droughts by improving the common understanding of water resources and enhancing planning and decision-making capabilities within given watersheds through monitoring, measurements, public outreach and engagement, and data collection.

Rural areas rely heavily on domestic wells and groundwater for their supply. Groundwater supplies more than a third of agricultural demands and is the secondary source of supply for municipal and

small water purveyors. Groundwater is not monitored frequently enough and with sufficient spatial coverage to provide an accurate assessment of the conditions.

Accordingly, this task seeks to expand monitoring, measurement, and data collection to provide an enhanced assessment of water resources conditions in major groundwater basins at all times through:

- Sampling of about 20 groundwater wells quarterly throughout each sub-watershed proposed as the monitoring networks. Groundwater levels will be measured at these wells and they will be monitored for water quality parameters that include nitrate, iron, manganese, boron, and specific conductivity;
- Expanding the spatial coverage and well depth distribution of the network by instrumenting monitoring, agricultural, and domestic wells with continuous groundwater level measurement devices using public outreach and community engagement;
- Conducting outreach and technical assistance for small drinking water suppliers;
- Development and implementation of an isotope study to fully evaluate the movement of water throughout each sub-basin to better represent and characterize underflow wells; and
- Training local staff and residents in data collection and field procedures to promote local independence and more rapid response to future droughts.

This project will be led by the COUNTY through the March 31, 2026, end of UMB grant eligible expenditures, utilizing grant funds and beyond the March 31, 2026, only with the cooperation and coordination of Independent, non-County entities which agree to accept responsibility for the facilities.

**Task 2 Work Product:** Completed Groundwater Monitoring section of *Mendocino County Drought Water Resiliency, Management, and Enhancement Strategic Plan*. If data collection is to continue beyond the March 31, 2026, end of UMB grant eligible expenditures, it will be accomplished through the cooperation and coordination of the Independent, non-COUNTY entities – local water agencies and districts – AND/OR – area private well owners who would benefit from such data. Sustainable ongoing maintenance funding mechanisms are discussed in Task Number (No.) 7 below.

### **Task 3.        Develop Drought Mitigation Plan.**

Drought mitigation planning is an important tool that will be used to identify and quantify the impacts to Mendocino County's watersheds' water supplies caused by extended periods of dry weather. Once these impacts have been characterized, triggers tied to variables such as precipitation, runoff, and other factors such as the quantity of water in storage will be developed to minimize stress to water resources, and plan for the appropriate level of use during dry periods.

A Drought Mitigation Plan will be developed to address this aspect of water management in Mendocino County's watersheds including determination of drought status and what tiers of drought would trigger specific actions and adjustments. With the unprecedented changes in climate

that have recently been observed, the Drought Mitigation Plan will be a critical document that may inform other projects and management decisions. The plan will:

- Be evidence-based and community-led and owned through partnerships with local governments, regional organizations, communities, and industries;
- Build on existing and ongoing planning in the region, including local drought resiliency plans, urban water management plans, and the Upper Russian GSP;
- Identify actions to prepare for future droughts, with a sharp focus on the human right to water, and protection of all beneficial users of water;
- Bring people together to share their local knowledge and perspectives;
- Draw out regional needs and priorities to inform future investments; and,
- Provide access to best practice data and information to make better decisions.

This project will use and access evidence and data provided by Task No.(s) 1 & 2, and will benefit Mendocino County's Watersheds by facilitating the ability to identify and plan for the impacts of drought and getting them into a stronger position to adapt to changes and take advantage of opportunities as they arise. This project will be led by the COUNTY with the cooperation and coordination of the Independent, non-COUNTY entities in each respective region of the County.

**Task 3 Work Product:** Completed Drought Mitigation section of *Mendocino County Drought Water Resiliency, Management, and Enhancement Strategic Plan*.

**Task 4. Conduct feasibility study with preliminary designs for pilot recharge projects to improve groundwater supply reliability and surface flow conditions.**

Prolonged drought can deplete the County's groundwater basins and watershed surface storage and jeopardize the access of many communities that rely on it for drinking water and irrigation. This project identifies locations for Flood-Managed Aquifer Recharge (Flood-MAR) to increase groundwater storage in the shallow aquifer layers. There are several areas across the County, such as reclaimed mines and gravel pits and current spreading basins that would require minimal infrastructural improvements to recharge the underlying aquifer. This project will:

- Identify and prioritize potential recharge locations within the County through public and regional outreach and based on water availability, infrastructural feasibility, and other implementation factors;
- Conduct a geophysical study on the top priority areas to identify the options that provide the most geologically suitable locations for recharging the aquifer by storm water river diversions;
- Upon selection of the most suitable options, contracting or purchasing these tracts of land will be quantified to implement pilot recharge projects and conduct additional studies with the goal of implementing effective recharge basins; and
- Conduct pilot recharge projects and corresponding field studies, explore the influences of artificial recharge on water movement into aquifers, groundwater and surface water quality, and infiltration capacity. This will include, but is not limited to, installing additional monitoring wells, streamflow gauges, soil moisture sensors, and conducting local isotope studies.

This project improves preparedness against future drought by expanding monitoring networks and improving groundwater flow and surface flow measurements. This project will be led by COUNTY with the cooperation and coordination of the Independent, non-COUNTY entities – local water agencies and districts – AND/OR –area private well owners who would benefit from such ground water recharge.

**Task 4 Work Product:** Completed pilot recharge projects with preliminary designs section of *Mendocino County Drought Water Resiliency, Management, and Enhancement Strategic Plan*. If pilot project work is to continue beyond the March 31, 2026, end of UMB grant eligible expenditures, it will be accomplished through cooperation and coordination with the Independent, non-COUNTY entities – local water agencies and districts – AND/OR –area private well owners who would benefit from such ground water recharge. Sustainable ongoing maintenance funding mechanisms are discussed in Task No. 7 below.

**Task 5. Improve drought resiliency through a well inventory, well evaluations, and recommendations for deepening and/or well installation facilitation.**

Domestic wells in some areas are at various levels of risk for well outages and water quality issues due to their shallower depths compared to agriculture and municipal wells, which tap into deeper water-bearing units. A domestic well inventory and well deepening program will assist in overall water management and provide a more reliable source of water for stressed areas of the County.

Depletion of groundwater levels up to the levels observed during the previous historic drought can lead to additional dry wells depending on the level of depletion. Any domestic wells that were reported dry in accordance to the California Department of Water Resources Household Water Supply Shortage Reporting System are candidates for investigation. The actual well failure rate may be higher due to the general under-reporting of well outages. Moreover, there is a known lack of well inventory, well construction information, and well depth – a high priority data gap. It is imperative to conduct a comprehensive well survey to be able to respond to the immediate needs of domestic users of groundwater during this drought and to be able to plan and prepare for future droughts.

This well survey will include public outreach by direct mailing, online advertising, booths at local fairs and public events, and a targeted field survey of selected wells. In-person outreach will be conducted by local members of the community. Due to the severity of the current drought and the possible under-reporting of well outages, this task is critical to support identification of possible failing wells.

In conjunction with, and following the well inventory program, the County will implement a well evaluation program to mitigate immediate impacts of drought on domestic users and reduce the risk and improve preparedness for future droughts. In consideration of the fact that public funds may not be appropriately used for privately owned wells, or may be subject to means testing, it is anticipated that this program may be limited to evaluation and recommendations made by a consultant to Independent, non-COUNTY entities AND/OR –area private well owners who would undertake their own project within the limitations of possible grant-subsidized assistance. This activity will entail providing preliminary designs for deepening existing dry wells to access the deeper depth of aquifers and available water, along with site recommendations for drilling of new and backup supply wells for shallow domestic well owners.



This project will be led by COUNTY with the cooperation and coordination of the Independent, non-COUNTY entities – local water agencies and districts – AND/OR –area private well owners who would benefit from such well evaluations.

**Task 5 Work Product:** Completed well inventory, well evaluation recommendations with preliminary designs for deepening and well installation section of *Mendocino County Drought Water Resiliency, Management, and Enhancement Strategic Plan*. If non-grant funded pilot projects or other publicly funded activities is to continue beyond the March 31, 2026, end of UMB grant eligible expenditures, it will be accomplished through the cooperation and coordination with the Independent, non-COUNTY entities – local water agencies and districts – AND/OR –area private well owners who would benefit from such activities. Sustainable ongoing maintenance funding mechanisms are discussed in Task No. 7 below.

**Task 6. Improve drought resiliency through preliminary designs for Independent, non-COUNTY entities’ infrastructure upgrades such as replacement of aging water conveyance lines and installation or rehabilitation of water holding facilities.**

Increased off-stream surface water storage projects are a potential strategy to augment water supply by diverting and storing surface water that would otherwise exit as runoff. This water, captured during the wet season and periods of increased surface runoff, would be stored and then used during dry periods that may cause seasonal depletions, to supplement groundwater pumping or surface water diversion. Storage of this water can be achieved through the construction of small-scale reservoirs (e.g., agricultural ponds or site-specific ponds), or utilization of storage tanks or catchments. The stored water can be used to supplement supply to agricultural operations, as well as domestic or municipal uses. A consideration for off-stream storage is to beware of potential off-stream ponding consequences, such as invasive species, and possible stranding of important species.

**Task 6 Work Product:** Completed preliminary designs for system upgrades section of *Mendocino County Drought Water Resiliency, Management, and Enhancement Strategic Plan*. If non-grant funded system upgrades or other publicly funded activities are to continue beyond the March 31, 2026, end of UMB grant eligible expenditures, it will be accomplished through the cooperation and coordination with the Independent, non-COUNTY entities – local water agencies and districts – AND/OR –area private land owners who would benefit from such activities. Sustainable ongoing maintenance funding mechanisms are discussed in Task No. 7 below.

**Task 7. Determine Funding Mechanisms and Options.**

- a. Identify funding needs and develop projected budget for implementation of projects identified in the Plan.
- b. Identify internal/external funding options for implementation of projects identified in the Plan.

**Task 7 Work Product:** Completed Funding Mechanisms and Options section of *Mendocino County Drought Water Resiliency, Management, and Enhancement Strategic Plan*.

**Schedule**

- Prepare 2021 Urban Multi-Benefit Drought Relief Program UMB Grant Application for submittal by December 17, 2021.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

CONSULTANT shall be compensated on a time-and-expense basis, not to exceed Twenty-Five Thousand Dollars (\$25,000), in accordance with the Schedule of Rates, included as Attachment 1 to Exhibit B. This fee shall not be exceeded without the prior written authorization from COUNTY. CONSULTANT will submit invoices no more than once every thirty (30) days, detailing the specific services provided and clearly explaining any incidental charges.

[END OF PAYMENT TERMS]

## ATTACHMENT 1 TO EXHIBIT B



### LARRY WALKER ASSOCIATES RATE SCHEDULE

EFFECTIVE JULY 1, 2021 – JUNE 30, 2022

TITLE	RATE \$/Hour	REIMBURSABLE COSTS
Administrative	\$ 96	<b>Travel:</b>
Contract Coordinator	\$133	Local mileage Current IRS rate
AR/AP Manager	\$133	Transportation Actual expense
Graphic Designer	\$123	Auto rental Actual expense
Senior Graphic Designer	\$160	Fares Actual expense
Project Staff I-C	\$128	Room Actual expense
Project Staff-1-B	\$155	Subsistence <sup>(1)</sup> \$55 per day
Project Staff I-A	\$180	Breakfast \$13.00
Project Staff II-B	\$192	Lunch \$14.00
Project Staff II-A	\$215	Dinner \$23.00
Senior Staff	\$249	Incidentals \$5.00
Associate	\$279	<b>Report Reproduction and Copying:</b>
Vice President	\$304	Per color copy, in-house \$0.89
Executive Vice President	\$317	The rate for each meal as follows: <sup>(1)</sup>
Senior Executive	\$333	Actual expense
President	\$333	Per black and white copy, in-house \$0.08
		Per binding, in-house \$1.95
		<b>Special Postage and Express Mail:</b>
		Actual expense
		<b>Other Direct Costs:</b>
		Actual Expense
		<b>Daily Equipment Rental Rates:</b>
		Single parameter meters & equipment \$30.00
		Digital flow meter \$60.00
		Multi-parameter field meters & sondes \$100.00
		Dye/tracer mapping or residence time \$200.00
		Multi-parameter continuous remote sensing \$40.00
		<b>Subcontractors:</b>
		Actual Expense plus 10% fee
		<i>Note: <sup>(1)</sup> Charged when overnight lodging is required.</i>

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT 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, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT 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.

CONSULTANT 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)



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 6d)**

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**Agenda Title:**

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

**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 #: 9a)**

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**To: Board of Supervisors**

**From: Human Resources**

**Meeting Date:** November 16, 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 and Cherie Johnson; Employee Organization(s): All

**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)

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**To:** Board of Supervisors

**From:** County Counsel

**Meeting Date:** November 16, 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 #:** 9c)

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**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** November 16, 2021

**Item Type:** Closed Session

**Time Allocated for Item:** 45 min.

**Agenda Title:**

Pursuant to Government Code 54957 - Threat to Public Services or Facilities - Consultation with Heather Correll Rose

**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:** November 16, 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 - Ezekial Flatten et al. v. Bruce Smith et al. - Case No. 21-CV-7031-RMI

**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 #:** 10a)

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**To:** Board of Supervisors

**From:** Executive Office

**Agenda Title:**

Communications Received and Filed



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4a)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** November 16, 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. Eileen Bostwick, At-Large Member, Area Agency on Aging Governing Board; and
2. Kent Westwood, Trustee, Cemetery District of the Redwoods.

**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

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**CEO Liaison:** Executive Office

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**Item #: 4a)**

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**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**

Eileen

First Name

Bostwick

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?**

---

Area Agency on Aging - Governing Board: Submitted

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

---

At large member

**Availability to Attend Meetings**

---

☒ Day Meetings**Availability to Attend Meetings (Other)**

---



---

## Interests & Experiences

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

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see attached

[bostwick-11202019133154.pdf](#)

Upload a Resume

---

Upload Additional Supporting Documents

---

Upload Additional Supporting Documents

---

Upload Additional Supporting Documents

---

## Certification

Please read the following statements and indicate your acceptance thereof.

---

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

---

☒ I Agree \*

---

**Profile**

Kent

First Name

Westwood

Last Name

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

---

Email Address

Primary Phone

Alternate Phone

Street Address

Suite or Apt

City

State

Postal Code

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

---

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

---

☐ Yes ☐ No

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

---

Upload Alternate Proof of Residency or Request for  
Residency Waiver

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

---

Cemetery District of the Redwoods: Appointed

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

---

**Availability to Attend Meetings**

---

None Selected

**Availability to Attend Meetings (Other)**

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---

## Interests & Experiences

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

---

---

Upload a Resume

---

Upload Additional Supporting Documents

---

Upload Additional Supporting Documents

---

Upload Additional Supporting Documents

---

## Certification

Please read the following statements and indicate your acceptance thereof.

---

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

---

☐ I Agree \*



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4b)

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**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** November 16, 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.

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**Item #: 4b)**

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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

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**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.

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Final Status: Item Status

Executed Item Type: item Number:



## **RESOLUTION NO.**

### **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 \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 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 #: 4c)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** November 16, 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:** Darcie Antle, 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:** November 16, 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

---

**Item #: 4d)**

---

**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

\_\_\_\_\_  
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 #: 4e)**

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**To: Board of Supervisors**

**From: Executive Office and Public Health**

**Meeting Date:** November 16, 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 Hopkins Fire as Proclaimed by the Chief Executive Officer/Director of Emergency Services and Ratifying the Existence 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 Hopkins Fire as proclaimed by the Chief Executive Officer/Director of Emergency Services and ratifying the existence of a Local Health Emergency as proclaimed by the Health Officer; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board adopts Resolutions declaring local emergencies when necessary.

**Summary of Request:**

On September 12, 2021, the Hopkins Fire started and has resulted in structural damage and evacuations of several portions of the County.

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

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

On September 21, 2021, the Board of Supervisors adopted a Resolution ratifying the declaration of a Local Emergency related to the Hopkins Fire as proclaimed by the Chief Executive Officer/Director of Emergency Services; ratified the existence of a Local Health Emergency as proclaimed by the Health Officer; and authorized the Chair to sign same.

**Alternative Action/Motion:**

Do not adopt resolution and provide alternative direction to staff.

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

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**Item #: 4e)**

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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

**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

**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.

## **RESOLUTION NO. 21-**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO THE HOPKINS FIRE 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 Hopkins Fire emerged on September 12, 2021, burned over 275 acres and destroyed multiple structures; and;

WHEREAS, the Hopkins Fire has destroyed structures adjacent to Lake Mendocino and its tributaries while exceptional drought conditions persist which conditions have reduced Lake Mendocino, the primary water supply for the Ukiah Valley Basin and Sonoma County to less than 8,000 acre-feet of water; and

WHEREAS, the potential for toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster, and debris and ash from residential structure fires contain hazardous substances that can result in adverse health impacts to the public; and

WHEREAS, Government Code section 8630 and Mendocino County Code section 7.04.050 empowers the Mendocino County Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said county is affected, or likely to be affected, by a public calamity and the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven days thereafter; and

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; and

WHEREAS, on September 16, 2021 the Mendocino County Chief Executive Officer/Director of Emergency Services proclaimed that a local emergency exists throughout Mendocino County as of September 12, 2021; and

WHEREAS, on September 16, 2021, the Mendocino County Health Officer issued a Declaration of Local Health Emergency as of September 12, 2021, and

WHEREAS, on September 21, 2021, the Board of Supervisors of Mendocino County ratified the proclamation of the Mendocino County Chief Executive Officer/Director of Emergency Services of a local emergency and ratified the declaration of the Mendocino County Health Officer of a local health emergency; and

WHEREAS, Mendocino County continues to experience the effects of the Hopkins Fire; and

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

WHEREAS, 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 Mendocino County Board of Supervisors hereby:

1. Proclaims that a local emergency continues to exist due to the Hopkins Fire.
2. Finds that a local health emergency continues to exist and therefore reaffirms the Declaration of the Health Officer Declaring a Local Health Emergency.
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 the 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

\_\_\_\_\_  
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

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Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4f)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with Brooktrails Township Community Services District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies for Use by the Brooktrails Fire Department, Effective Upon Full Execution through June 30, 2022

**Recommended Action/Motion:**

Approve Agreement with Brooktrails Township Community Services District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies for use by the Brooktrails Fire Department, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

April 6, 2021, Item 5(c), acceptance of presentation from Coastal Valleys EMS Agency regarding provision of EMS in Mendocino County and outlining local agency requests for EMS-related projects to be funded with PG&E Disaster Settlement Funds;

August 17, 2021, Item 4(f), acceptance of prioritized spend for projects utilizing PG&E Disaster Settlement Funds, including approval to award \$20,000 to multiple entities throughout Mendocino County (totaling \$300,000) for Non-Transport Emergency Medical Services Equipment and Supplies.

**Summary of Request:**

On August 17, 2021, the Mendocino County Board of Supervisors (BOS) approved a Prioritized Spend related to projects for strategically investing one-time Pacific Gas and Electric (PG&E) disaster settlement funds, and authorized the Assistant Chief Executive Officer to prepare and bring forward the necessary contracts for distribution of funds to non-county agencies. The proposed contract with Brooktrails Township Community Services District in the amount of \$20,000 is among the contracts recommended by the County's Local Emergency Medical Services Agency, Coastal Valleys Emergency Medical Services (EMS) Agency, and approved by the BOS on the Prioritized Spend.

Brooktrails Township Community Services District is one of twenty-four organizations within Mendocino County to receive PG&E funds to support its provision of Emergency Medical Services (EMS). Fifteen of those

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**Item #: 4f)**

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organizations, including Brooktrails Township Community Services District, provide EMS in a non-transport capacity; the BOS approved each to receive \$20,000 (\$300,000 total). The remaining nine organizations provide EMS that includes transporting patients to medical facilities when needed. The BOS approved awards to those organizations based on their specific requests.

Pursuant to the proposed Agreement, Brooktrails Township Community Services District will utilize funding to purchase equipment and supplies for use by the Brooktrails Fire Department to support the provision of non-transport EMS in Mendocino County. Award of PG&E funds to organizations providing EMS enhances the County's resiliency and directly facilitates effective response to disaster.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** The project is consistent with the general plan as it provides for the identification and assessment of risks to life, property, and environment and the appropriation of resources.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** PG&E Funds Budget Unit 2910

**current f/y cost:** \$20,000

**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:** 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.

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**Final Status:**Item Status

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

2017 WILDFIRE PACIFIC GAS AND ELECTRIC SETTLEMENT FUNDS GRANT  
AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND **BROOKTRAILS  
TOWNSHIP COMMUNITY SERVICES DISTRICT**

This Grant Agreement is made and entered into by and between THE COUNTY OF MENDOCINO (County), and **BROOKTRAILS TOWNSHIP COMMUNITY SERVICES DISTRICT** (Grantee). The County and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS:

- A. The County wishes to enter into this Agreement with Grantee to provide Grant funds for Grantee to 1) mitigate the effects of disaster, 2) enhance the resiliency to disaster, and/or 3) facilitate effective response to disaster, to benefit the Mendocino County community at large.
- B. The County Board of Supervisors has authorized the award of Grant funds to Grantee to purchase equipment and supplies to support Grantee's provision of non-transport Emergency Medical Services (EMS) in Mendocino County. Grantee's continued provision of EMS services enhances the County's resiliency and directly facilitates effective response to disaster.
- C. In making the authorization identified above, and by its ratification of this agreement, the Mendocino County Board of Supervisors finds that Grantee's use of the Grant funds as permitted under this Agreement will benefit the public within Mendocino County as stated above.

Now, therefore, the Parties agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the County agrees to provide a Grant of funds to Grantee in an amount not to exceed \$20,000 (the "Grant"), to be disbursed as set forth herein. Grantee hereby covenants and agrees to use the Grant as specified in this Agreement, and hereby acknowledges that the failure to perform the obligations of this Agreement or any misuse of the Grant shall be considered a default under this Agreement.

2. Scope of Grant

As a condition of this Grant, Grantee must diligently and in good faith perform the obligations specified herein and as stated in the attached, applicable Schedules.

This Grant Agreement involves the purchase of equipment. 1) A description of the equipment to be purchased, 2) cost of the equipment, 3) source of the

equipment and/or 4) a plan to acquire equipment (including any plan for requests for proposals or bids to be solicited) is attached as Schedule C (Equipment).

### 3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of the obligations under this Agreement in accordance with the conditions herein, including all applicable attached Schedules; and all applicable County regulations and policies, and all applicable state and federal laws.

### 4. Permits and Approvals

If applicable, Grantee shall be responsible for obtaining any and all permits and approvals required for completing the obligations arising under this Agreement. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting completion of this Agreement, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. If applicable, Grantee shall provide copies of permits and approvals to County within 30 days of obtaining them.

### 5. Prevailing Wage

Obligations arising under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the Grantee shall pay prevailing wage to all persons employed in the performance of any part of this Agreement and otherwise comply with all associated requirements and obligations.

The Grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all applicable labor laws.

### 6. Time of Performance

The Grant term shall begin on the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

### 7. Method of Payment

Grantee shall use the Grant funds to perform the obligations agreed to herein and set forth in all applicable attached Schedules. Grant funds shall be provided



by the County to Grantee according to the Disbursement Schedule attached as Schedule F.

All attached Schedules and any other documents submitted in relation to this Agreement (collectively “supporting documentation”) shall be reviewed and approved for payment by the County Grant Agreement Manager in advance of each disbursement. The County shall have sole and absolute discretion to determine the sufficiency of supporting documentation.

#### 8. Designation of Authorized Persons

The County’s Grant Agreement Manager is Darcie Antle, Assistant Chief Executive Officer.

The authorized signor and representative for Grantee is Tamara Alaniz, General Manager.

#### 9. Records and Audit

Grantee shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of Grant related matters such as any benchmarks and obligations arising under this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the County, and all applicable state and/or federal audit requirements. The County shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of 4 years following completion of the Project.

Grantee must make available at Grantee’s office for examination (at reasonable intervals and) during normal business hours to the County’s representatives for auditing purposes all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The County’s representatives may make audits of any conditions relating to this Agreement throughout the term of this Agreement and for 4 years following completion of all obligations arising under this Agreement.

## 10. Fraud, Waste and Abuse

Grantee must immediately inform the County of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Project or obligations arising under this Agreement.

## 11. Insurance

Unless waived by County, Grantee shall at all times during the term of this Agreement maintain in force those insurance policies and bonds as designated in the attached Schedule G, and will comply with all those requirements as stated therein.

## 12. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless County, and each of County's current and former respective Board Members, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - i. Breach of Grantee's obligations, representations or warranties under this Agreement;
  - ii. Act or failure to act in the course of performance by Grantee under this Agreement;
  - iii. Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - iv. Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent or intentional act, error or omission of Grantee;
- b. For purposes of the preceding subsections (i) through (iv), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, subcontractors, sub-consultants and subgrantees.
- c. The County shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee in the defense thereof to the extent that cooperation does not conflict with County's interests.

- d. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the County and continues at all times thereafter, without regard to any alleged or actual comparative or contributory negligence of any Indemnitee.
- e. All of Grantee's obligations under this Section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- f. Grantee's indemnification obligations set forth in this Section shall not be limited by the County's insurance requirements contained in Schedule G hereof, previously referenced and incorporated herein (unless waived as provided herein), nor by any other provision of this Agreement. The County's liability under this Agreement shall be limited to payment to Grantee in accordance with the terms and conditions of this Agreement, and shall exclude any liability whatsoever for consequential or indirect damages, even if such damages are foreseeable.

### 13. Non-Liability of County

No member, official, officer, director, employee, or agent of the County shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

### 14. Right to Offset Claims for Money

All claims for money due or to become due from the County shall be subject to deduction or offset by the County from any monies due Grantee by reason of any claim or counterclaim arising out of: (a) this Agreement; (b) any purchase order; or (c) any other transaction with Grantee.

### 15. Default

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the obligations arising under this Agreement and as set forth in the supporting documentation;

- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents; and/or
- c. Substantial failure by Grantee to observe and perform any obligation arising under this Agreement.

#### 16. Remedies for Default

The County shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than 60 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Upon an event of default that has not been cured by Grantee, the County, in its discretion, may take any of the following actions:

- a. Terminate this Agreement, in whole or in part;
- b. Withhold disbursement of Grant funds until the deficiency is cured;
- c. Demand immediate reimbursement of any funds disbursed under this Agreement;
- d. Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of this Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- e. Bar Grantee from future funding by the County; and/or
- f. Pursue any other remedy allowed at law or in equity.

#### 17. Litigation

Grantee shall promptly give notice in writing to the County of any litigation pending or threatened against Grantee, or which arises during the term of this Agreement, in which the amount claimed is in excess of \$10,000.00.

## 18. Incorporated Documents

The following Schedules are attached to this Agreement and are incorporated herein by reference:

Schedule A: Scope of Project  
Schedule B: Budget  
Schedule C: Equipment  
Schedule D: Reimbursement  
Schedule E: Supplemental Obligations  
Schedule F: Disbursement Schedule  
Schedule G: Insurance Requirements

## 19. Conflict of Interest

- a. Grantee certifies to the best of Grantee's present knowledge, that no public official of the County who has been involved in the award of this Grant or making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement or Grantee's organization in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest. Grantee warrants and represents, to the best of its present knowledge, that any such public official of Grantee who is an employee or a non-compensated director or officer of Grantee has disqualified himself or herself from participating in the County's decision to make this Grant or Agreement.
- b. Grantee further warrants and represents, to the best of its present knowledge, and excepting any written disclosures as to these matters already made by Grantee to the County, that (1) no public official of the County who has participated in decision making concerning this Grant has used his or her official position to influence decisions regarding this Grant, has an economic interest in Grantee's organization, and (2) the Grant will have no direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. Grantee agrees to promptly disclose to the County in writing any information Grantee may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100, et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

- c. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement, if any, a provision governing conflict of interest in substantially the same form set forth herein.

## 20. Relationship of Parties

The relationship of the County and Grantee is solely that of a Grantor and Grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The County does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the project performed under this Agreement. Except as the County may specify in writing, Grantee has no authority to act as an agent of the County or to bind the County to any obligation.

## 21. Warranties

Grantee represents and warrants: (a) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the obligations arising under this Agreement; (b) that it is duly organized, validly existing and in good standing under the laws of the State of California; (c) that it has the full power and authority to undertake the obligations arising under this Agreement; (d) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect Grantee's financial condition or operations, other than those already disclosed to the County; (e) that any descriptions of activities and purchases for which reimbursements are sought under this Grant of funds have been truthfully and fully stated in the appropriate Schedule incorporated herein; and (f) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

## 22. Unavoidable Delay in Performance

The time for performance under this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within five (5) business days from the commencement



of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the County and Grantee.

## 23. Validity of Contracts

This Agreement shall not be binding or of any force or effect until 1) all applicable Schedules are completed and attached, 2) it is approved for form by the Office of County Counsel, 3) it is signed by the County Grant Agreement Manager, 4) it is signed by the authorized County Executive representative, 5) it is signed and approved by the Grantee, and 6) it is ratified by the County Board of Supervisors.

## 24. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions preempted by federal law or expressly governed by federal law.

## 25. Notice

Any notice by one Party to the other(s) required by or regarding this Agreement shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered mail, addressed to recipient as follows:

Grantee: Brooktrails Township Community Services District  
24860 Birch St.  
Willits, CA 95490  
Attn: General Manager, Tamara Alaniz

County: Mendocino County Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Principal Administrative Analyst, Disaster Recovery, Fiscal

Any party to this Agreement may change the name or address of representatives for purposes of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

## 26. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to

the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

#### 27. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

#### 28. Waiver

Any waiver by the County of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the County. No waiver shall be implied from any delay or failure by the County to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee shall not be construed as consent to any other act or omission or to waive the requirement for the County's written consent to any other waiver.

#### 29. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the County.

#### 30. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then (a) notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect and (b) the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

### 31. Commencement and Completion

- a. It shall be Grantee's responsibility to coordinate and complete the obligations contemplated by this Agreement, including all applicable Schedules, so that commencement and completion will take place in accordance with the requirements of this Agreement.
- b. Any time extension granted by County to Grantee to enable Grantee to complete obligations arising under this Agreement must be in writing by the County and shall not constitute a waiver of rights the County may have under this Agreement.
- c. Should Grantee not complete its obligations arising under this Agreement by the scheduled date or by an extended date, if applicable, the County shall be released from all of its obligations under this Agreement.

### 32. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

### 33. Inconsistency

If there is any inconsistency between this main Agreement and the attached Schedules A, B, C, D, F or G, referenced or attached hereto, the text of the main Agreement shall prevail. If there is any inconsistency between this main Agreement and the attached Schedule E, referenced or attached hereto, the text of the Schedule E shall prevail.

### 34. Counterparts

This Agreement, as well as any amendments hereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement (and amendment). The parties shall be entitled to electronically sign and transmit this Agreement, as well as any amendments hereto (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement (and amendment) upon request.

### 35. Approval

If the terms of this Agreement are acceptable to Grantee and the County, sign and date below.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Darcie Antle  
Darcie Antle, Assistant Chief Executive Officer

Date: 10/27/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 – DR601

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: Carmel J. Angelo  
Risk Management

Date: 10/27/2021

**CONTRACTOR/COMPANY**

By: Tamara Alaniz  
Tamara Alaniz, General Manager

Date: 10/28/2021

**NAME AND ADDRESS OF CONTRACTOR:**

Brooktrails Fire Department  
24860 Birch St.  
Willits, CA 95490

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: 10/27/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Chris [Signature]  
Deputy CEO

Date: 10/27/2021

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: Fire Department

Schedule A  
Scope of Project

This schedule is not applicable.

[END OF SCHEDULE A]



Schedule B  
Budget

This schedule is not applicable.

[END OF SCHEDULE B]

Schedule C  
Equipment

1. Grantee shall use funds to purchase non-transport Emergency Medical Services (EMS) equipment and supplies for use by the Brooktrails Fire Department.

[END OF SCHEDULE C]

Schedule D  
Reimbursement

This schedule is not applicable.

[END OF SCHEDULE D]

Schedule E  
Supplemental Obligations

1. Grantee holds sole responsibility for all costs associated with equipment or supplies purchased under this Agreement, including but not limited to costs associated with owning, operating, maintaining, and insuring equipment or supplies.
2. Grantee agrees to follow all local, state, and federal rules, regulations, and laws governing ownership and operation of equipment or supplies purchased under this Agreement.
3. If requested by County, Grantee agrees to provide bidding information or documentation of Grantee's process for selecting vendor(s) or subcontractors utilized for purchases, installations, or other work performed pursuant to this agreement.
4. If requested by County, Grantee agrees to provide reports documenting the status and/or progress of any project or purchase of equipment funded pursuant to this agreement. County and Grantee may also agree to a submission schedule for provision of said reports or other supporting documentation.
5. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a "grant-funded equipment." The grantee shall operate and maintain each grant-funded equipment for its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, the grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment to provide EMS services. Grantee may not sell the equipment without prior approval from the County. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
6. Beginning 12 months after the effective date of this agreement and upon completion thereafter until the project is complete, the grantee shall maintain a dated log reporting the work completed using the grant-funded equipment. The report shall be made available at the request of County.

[END OF SCHEDULE E]

Schedule F  
Disbursement Schedule

1. Upon receipt of invoices, purchase requests, sales receipts, or other County approved documentation verifying purchase, or Grantee's intent to purchase, the equipment or supplies outlined in Schedule C, County will issue funds not to exceed \$20,000 directly to Grantee or, upon Grantee request, directly to a vendor approved by County.
2. If Grantee does not use the full amount of funds allotted for this Agreement to purchase equipment or supplies outlined in Schedule C, Grantee agrees that County will retain the remaining funds.
3. Grantee will submit invoices, purchase requests, sales receipts, or other supporting documentation to County at:

County of Mendocino  
Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Sara Pierce  
Email: [disasterrecovery@mendocinocounty.org](mailto:disasterrecovery@mendocinocounty.org)

4. County may withhold payment of funds until Grantee has filed all reports or supplemental documentation requested by County.

[END OF SCHEDULE F]

Schedule G  
Insurance Requirements

Grantee is not required to furnish certificates of professional or general liability to County pursuant to this Agreement.

[END OF SCHEDULE G]





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4g)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with Hopland Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies, Effective Upon Full Execution through June 30, 2022

**Recommended Action/Motion:**

Approve Agreement with Hopland Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

April 6, 2021, Item 5(c), acceptance of presentation from Coastal Valleys EMS Agency regarding provision of EMS in Mendocino County and outlining local agency requests for EMS-related projects to be funded with PG&E Disaster Settlement Funds;

August 17, 2021, Item 4(f), acceptance of prioritized spend for projects utilizing PG&E Disaster Settlement Funds, including approval to award \$20,000 to multiple entities throughout Mendocino County (totaling \$300,000) for Non-Transport Emergency Medical Services Equipment and Supplies.

**Summary of Request:**

On August 17, 2021, the Mendocino County Board of Supervisors (BOS) approved a Prioritized Spend related to projects for strategically investing one-time Pacific Gas and Electric (PG&E) disaster settlement funds, and authorized the Assistant Chief Executive Officer to prepare and bring forward the necessary contracts for distribution of funds to non-county agencies. The proposed contract with Hopland Fire Protection District in the amount of \$20,000 is among the contracts recommended by the County's Local Emergency Medical Services Agency, Coastal Valleys Emergency Medical Services (EMS) Agency, and approved by the BOS on the Prioritized Spend.

Hopland Fire Protection District is one of twenty-four organizations within Mendocino County to receive PG&E funds to support its provision of Emergency Medical Services (EMS). Fifteen of those organizations, including Hopland Fire Protection District, provide EMS in a non-transport capacity; the BOS approved each to receive \$20,000 (\$300,000 total). The remaining nine organizations provide EMS that includes

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**Item #: 4g)**

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transporting patients to medical facilities when needed. The BOS approved awards to those organizations based on their specific requests.

Pursuant to the proposed Agreement, Hopland Fire Protection District will utilize funding to purchase equipment and supplies to support its provision of non-transport EMS in Mendocino County. Award of PG&E funds to organizations providing EMS enhances the County's resiliency and directly facilitates effective response to disaster.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** The project is consistent with the general plan as it provides for the identification and assessment of risks to life, property, and environment and the appropriation of resources.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** PG&E Funds Budget Unit 2910

**current f/y cost:** \$20,000

**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:** 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.

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**Final Status:**Item Status

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

2017 WILDFIRE PACIFIC GAS AND ELECTRIC SETTLEMENT FUNDS GRANT  
AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND HOPLAND FIRE  
PROTECTION DISTRICT

This Grant Agreement is made and entered into by and between **THE COUNTY OF MENDOCINO** (County), and **HOPLAND FIRE PROTECTION DISTRICT** (Grantee). The County and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS:

- A. The County wishes to enter into this Agreement with Grantee to provide Grant funds for Grantee to 1) mitigate the effects of disaster, 2) enhance the resiliency to disaster, and/or 3) facilitate effective response to disaster, to benefit the Mendocino County community at large.
- B. The County Board of Supervisors has authorized the award of Grant funds to Grantee to purchase equipment and supplies to support Grantee's provision of non-transport Emergency Medical Services (EMS) in Mendocino County. Grantee's continued provision of EMS services enhances the County's resiliency and directly facilitates effective response to disaster.
- C. In making the authorization identified above, and by its ratification of this agreement, the Mendocino County Board of Supervisors finds that Grantee's use of the Grant funds as permitted under this Agreement will benefit the public within Mendocino County as stated above.

Now, therefore, the Parties agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the County agrees to provide a Grant of funds to Grantee in an amount not to exceed \$20,000 (the "Grant"), to be disbursed as set forth herein. Grantee hereby covenants and agrees to use the Grant as specified in this Agreement, and hereby acknowledges that the failure to perform the obligations of this Agreement or any misuse of the Grant shall be considered a default under this Agreement.

2. Scope of Grant

As a condition of this Grant, Grantee must diligently and in good faith perform the obligations specified herein and as stated in the attached, applicable Schedules.

This Grant Agreement involves the purchase of equipment. 1) A description of the equipment to be purchased, 2) cost of the equipment, 3) source of the

equipment and/or 4) a plan to acquire equipment (including any plan for requests for proposals or bids to be solicited) is attached as Schedule C (Equipment).

### 3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of the obligations under this Agreement in accordance with the conditions herein, including all applicable attached Schedules; and all applicable County regulations and policies, and all applicable state and federal laws.

### 4. Permits and Approvals

If applicable, Grantee shall be responsible for obtaining any and all permits and approvals required for completing the obligations arising under this Agreement. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting completion of this Agreement, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. If applicable, Grantee shall provide copies of permits and approvals to County within 30 days of obtaining them.

### 5. Prevailing Wage

Obligations arising under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the Grantee shall pay prevailing wage to all persons employed in the performance of any part of this Agreement and otherwise comply with all associated requirements and obligations.

The Grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all applicable labor laws.

### 6. Time of Performance

The Grant term shall begin on the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

### 7. Method of Payment

Grantee shall use the Grant funds to perform the obligations agreed to herein and set forth in all applicable attached Schedules. Grant funds shall be provided

by the County to Grantee according to the Disbursement Schedule attached as Schedule F.

All attached Schedules and any other documents submitted in relation to this Agreement (collectively “supporting documentation”) shall be reviewed and approved for payment by the County Grant Agreement Manager in advance of each disbursement. The County shall have sole and absolute discretion to determine the sufficiency of supporting documentation.

#### 8. Designation of Authorized Persons

The County’s Grant Agreement Manager is Darcie Antle, Assistant Chief Executive Officer.

The authorized signor and representative for Grantee is Mitch Franklin, Fire Chief.

#### 9. Records and Audit

Grantee shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of Grant related matters such as any benchmarks and obligations arising under this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the County, and all applicable state and/or federal audit requirements. The County shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of 4 years following completion of the Project.

Grantee must make available at Grantee’s office for examination at reasonable intervals and during normal business hours to the County’s representatives for auditing purposes all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The County’s representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for 4 years following completion of all obligations arising under this Agreement.

## 10. Fraud, Waste and Abuse

Grantee must immediately inform the County of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Project or obligations arising under this Agreement.

## 11. Insurance

Unless waived by County, Grantee shall at all times during the term of this Agreement maintain in force those insurance policies and bonds as designated in the attached Schedule G, and will comply with all those requirements as stated therein.

## 12. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless County, and each of County's current and former respective Board Members, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - i. Breach of Grantee's obligations, representations or warranties under this Agreement;
  - ii. Act or failure to act in the course of performance by Grantee under this Agreement;
  - iii. Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - iv. Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent or intentional act, error or omission of Grantee;
- b. For purposes of the preceding subsections (i) through (iv), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, subcontractors, sub-consultants and subgrantees.
- c. The County shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee in the defense thereof to the extent that cooperation does not conflict with County's interests.



- d. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the County and continues at all times thereafter, without regard to any alleged or actual comparative or contributory negligence of any Indemnitee.
- e. All of Grantee's obligations under this Section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- f. Grantee's indemnification obligations set forth in this Section shall not be limited by the County's insurance requirements contained in Schedule G hereof, previously referenced and incorporated herein (unless waived as provided herein), nor by any other provision of this Agreement. The County's liability under this Agreement shall be limited to payment to Grantee in accordance with the terms and conditions of this Agreement, and shall exclude any liability whatsoever for consequential or indirect damages, even if such damages are foreseeable.

### 13. Non-Liability of County

No member, official, officer, director, employee, or agent of the County shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

### 14. Right to Offset Claims for Money

All claims for money due or to become due from the County shall be subject to deduction or offset by the County from any monies due Grantee by reason of any claim or counterclaim arising out of: (a) this Agreement; (b) any purchase order; or (c) any other transaction with Grantee.

### 15. Default

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the obligations arising under this Agreement and as set forth in the supporting documentation;

- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any obligation arising under this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

#### 16. Remedies for Default

The County shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Upon an event of default that has not been cured by Grantee, the County, in its discretion, may take any of the following actions:

- a. Terminate this Agreement, in whole or in part;
- b. Withhold disbursement of Grant funds until the deficiency is cured;
- c. Demand immediate reimbursement of any funds disbursed under this Agreement;
- d. Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of this Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- e. Bar Grantee from future funding by the County; and/or

- f. Pursue any other remedy allowed at law or in equity.

## 17. Litigation

Grantee shall promptly give notice in writing to the County of any litigation pending or threatened against Grantee, or which arises during the term of this Agreement, in which the amount claimed is in excess of \$10,000.00.

## 18. Incorporated Documents

The following Schedules are attached to this Agreement and are incorporated herein by reference:

Schedule A: Scope of Project  
Schedule B: Budget  
Schedule C: Equipment  
Schedule D: Reimbursement  
Schedule E: Supplemental Obligations  
Schedule F: Disbursement Schedule  
Schedule G: Insurance Requirements

## 19. Conflict of Interest

- a. Grantee certifies to the best of Grantee's present knowledge, that no public official of the County who has been involved in the award of this Grant or making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement or Grantee's organization in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest. Grantee warrants and represents, to the best of its present knowledge, that any such public official of Grantee who is an employee or a non-compensated director or officer of Grantee has disqualified himself or herself from participating in the County's decision to make this Grant or Agreement.
- b. Grantee further warrants and represents, to the best of its present knowledge, and excepting any written disclosures as to these matters already made by Grantee to the County, that (1) no public official of the County who has participated in decision making concerning this Grant has used his or her official position to influence decisions regarding this Grant, has an economic interest in Grantee's organization, and (2) the Grant will have no direct or indirect financial effect on said official, the official's

spouse or dependent children, or any of the official's economic interests. Grantee agrees to promptly disclose to the County in writing any information Grantee may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100, et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

- c. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement, if any, a provision governing conflict of interest in substantially the same form set forth herein.

## 20. Relationship of Parties

The relationship of the County and Grantee is solely that of a Grantor and Grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The County does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the project performed under this Agreement. Except as the County may specify in writing, Grantee has no authority to act as an agent of the County or to bind the County to any obligation.

## 21. Warranties

Grantee represents and warrants: (a) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the obligations arising under this Agreement; (b) that it is duly organized, validly existing and in good standing under the laws of the State of California; (c) that it has the full power and authority to undertake the obligations arising under this Agreement; (d) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect Grantee's financial condition or operations, other than those already disclosed to the County; (e) that any descriptions of activities and purchases for which reimbursements are sought under this Grant of funds have been truthfully and fully stated in the appropriate Schedule incorporated herein; and (f) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

## 22. Unavoidable Delay in Performance

The time for performance under this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the County and Grantee.

## 23. Validity of Contracts

This Agreement shall not be binding or of any force or effect until 1) all applicable Schedules are completed and attached, 2) it is approved for form by the Office of County Counsel, 3) it is signed by the County Grant Agreement Manager, 4) it is signed by the authorized County Executive representative, and 5) it is ratified by the County Board of Supervisors.

## 24. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

## 25. Notice

Any notice by one Party to the other(s) required by or regarding this Agreement shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered mail, addressed to recipient as follows:

Grantee: Hopland Fire Protection District  
PO Box 463  
21 Feliz Creek Rd  
Hopland, CA 95449  
Attn: Mitch Franklin

County: Mendocino County Executive Office  
501 Low Gap Rd  
Ukiah, CA 95482  
Attn: Principal Administrative Analyst, Disaster Recovery, Fiscal

Any party to this Agreement may change the name or address of representatives for purposes of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

#### 26. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

#### 27. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

#### 28. Waiver

Any waiver by the County of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the County. No waiver shall be implied from any delay or failure by the County to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee shall not be construed as consent to any other act or omission or to waive the requirement for the County's written consent to any other waiver.

#### 29. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any



agreements that are inconsistent with the terms of this Agreement without an express written waiver by the County.

### 30. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then (a) notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect and (b) the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

### 31. Commencement and Completion

- a. It shall be Grantee's responsibility to coordinate and complete the obligations contemplated by this Agreement, including all applicable Schedules, so that commencement and completion will take place in accordance with the requirements of this Agreement.
- b. Any time extension granted by County to Grantee to enable Grantee to complete obligations arising under this Agreement must be in writing by the County and shall not constitute a waiver of rights the County may have under this Agreement.
- c. Should Grantee not complete its obligations arising under this Agreement by the scheduled date or by an extended date, if applicable, the County shall be released from all of its obligations under this Agreement.

### 32. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

### 33. Inconsistency

If there is any inconsistency between this main Agreement and the attached Schedules A, B, C, D, F or G, referenced or attached hereto, the text of the main Agreement shall prevail. If there is any inconsistency between this main Agreement and the attached Schedule E, referenced or attached hereto, the text of the Schedule E shall prevail.

#### 34. Counterparts

This Agreement, as well as any amendments hereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement (and amendment). The parties shall be entitled to electronically sign and transmit this Agreement, as well as any amendments hereto (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement (and amendment) upon request.

#### 35. Approval

If the terms of this Agreement are acceptable to Grantee and the County, sign and date below.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle  
Darcie Antle, Assistant Chief Executive Officer

Date: 10/27/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 – DR601

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: Carmel J. Angelo  
Risk Management

Date: 10/27/2021

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: District

CONTRACTOR/COMPANY

By: Mitch Franklin  
Mitch Franklin, Fire Chief

Date: 10/28/2021

NAME AND ADDRESS OF CONTRACTOR:

Hopland Fire Protection District  
PO Box 463  
21 Feliz Creek Rd  
Hopland, CA 95449

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: 10/27/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Chris [Signature]  
Deputy CEO

Date: 10/27/2021

Schedule A  
Scope of Project

This schedule is not applicable.

[END OF SCHEDULE A]

Schedule B  
Budget

This schedule is not applicable.

[END OF SCHEDULE B]

Schedule C  
Equipment

1. Grantee shall use funds to purchase non-transport Emergency Medical Services (EMS) equipment and supplies for use by the Hopland Fire Protection District.

[END OF SCHEDULE C]



Schedule D  
Reimbursement

This schedule is not applicable.

[END OF SCHEDULE D]

Schedule E  
Supplemental Obligations

1. Grantee holds sole responsibility for all costs associated with equipment or supplies purchased under this Agreement, including but not limited to costs associated with owning, operating, maintaining, and insuring equipment or supplies.
2. Grantee agrees to follow all local, state, and federal rules, regulations, and laws governing ownership and operation of equipment or supplies purchased under this Agreement.
3. If requested by County, Grantee agrees to provide bidding information or documentation of Grantee's process for selecting vendor(s) or subcontractors utilized for purchases, installations, or other work performed pursuant to this agreement.
4. If requested by County, Grantee agrees to provide reports documenting the status and/or progress of any project or purchase of equipment funded pursuant to this agreement. County and Grantee may also agree to a submission schedule for provision of said reports or other supporting documentation.
5. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a "grant-funded equipment." The grantee shall operate and maintain each grant-funded equipment for its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, the grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment to provide EMS services. Grantee may not sell the equipment without prior approval from the County. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
6. Beginning 12 months after the effective date of this agreement and upon completion thereafter until the project is complete, the grantee shall maintain a dated log reporting the work completed using the grant-funded equipment. The report shall be made available at the request of County.

[END OF SCHEDULE E]

Schedule F  
Disbursement Schedule

1. Upon receipt of invoices, purchase requests, sales receipts, or other County approved documentation verifying purchase, or Grantee's intent to purchase, the equipment or supplies outlined in Schedule C, County will issue funds not to exceed \$20,000 directly to Grantee or, upon Grantee request, directly to a vendor approved by County.
2. If Grantee does not use the full amount of funds allotted for this Agreement to purchase equipment or supplies outlined in Schedule C, Grantee agrees that County will retain the remaining funds.
3. Grantee will submit invoices, purchase requests, sales receipts, or other supporting documentation to County at:

County of Mendocino  
Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Sara Pierce  
Email: [disasterrecovery@mendocinocounty.org](mailto:disasterrecovery@mendocinocounty.org)

4. County may withhold payment of funds until Grantee has filed all reports or supplemental documentation requested by County.

[END OF SCHEDULE F]

Schedule G  
Insurance Requirements

Grantee is not required to furnish certificates of professional or general liability to County pursuant to this Agreement.

[END OF SCHEDULE G]



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4h)

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**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** November 16, 2021

**Department Contact:** Darice Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with Leggett Valley Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies, Effective Upon Full Execution through June 30, 2022

**Recommended Action/Motion:**

Approve Agreement with Leggett Valley Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

April 6, 2021, Item 5(c), acceptance of presentation from Coastal Valleys EMS Agency regarding provision of EMS in Mendocino County and outlining local agency requests for EMS-related projects to be funded with PG&E Disaster Settlement Funds;

August 17, 2021, Item 4(f), acceptance of prioritized spend for projects utilizing PG&E Disaster Settlement Funds, including approval to award \$20,000 to multiple entities throughout Mendocino County (totaling \$300,000) for Non-Transport Emergency Medical Services Equipment and Supplies.

**Summary of Request:**

On August 17, 2021, the Mendocino County Board of Supervisors (BOS) approved a Prioritized Spend related to projects for strategically investing one-time Pacific Gas and Electric (PG&E) disaster settlement funds, and authorized the Assistant Chief Executive Officer to prepare and bring forward the necessary contracts for distribution of funds to non-county agencies. The proposed contract with Leggett Valley Fire Protection District in the amount of \$20,000 is among the contracts recommended by the County's Local Emergency Medical Services Agency, Coastal Valleys Emergency Medical Services (EMS) Agency, and approved by the BOS on the Prioritized Spend.

Leggett Valley Fire Protection District is one of twenty-four organizations within Mendocino County to receive PG&E funds to support its provision of Emergency Medical Services (EMS). Fifteen of those organizations, including Leggett Valley Fire Protection District, provide EMS in a non-transport capacity; the BOS approved

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**Item #: 4h)**

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each to receive \$20,000 (\$300,000 total). The remaining nine organizations provide EMS that includes transporting patients to medical facilities when needed. The BOS approved awards to those organizations based on their specific requests.

Pursuant to the proposed Agreement, Leggett Valley Fire Protection District will utilize funding to purchase equipment and supplies to support its provision of non-transport EMS in Mendocino County. Award of PG&E funds to organizations providing EMS enhances the County's resiliency and directly facilitates effective response to disaster.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** The project is consistent with the general plan as it provides for the identification and assessment of risks to life, property, and environment and the appropriation of resources.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** PG&E Funds Budget Unit 2910

**current f/y cost:** \$20,000

**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:** 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.

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**Final Status:**Item Status

**Executed Item Type:** item Number:



2017 WILDFIRE PACIFIC GAS AND ELECTRIC SETTLEMENT FUNDS GRANT  
AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND LEGGETT VALLEY  
FIRE PROTECTION DISTRICT

This Grant Agreement is made and entered into by and between **THE COUNTY OF MENDOCINO** (County), and **LEGGETT VALLEY FIRE PROTECTION DISTRICT** (Grantee). The County and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS:

- A. The County wishes to enter into this Agreement with Grantee to provide Grant funds for Grantee to 1) mitigate the effects of disaster, 2) enhance the resiliency to disaster, and/or 3) facilitate effective response to disaster, to benefit the Mendocino County community at large.
- B. The County Board of Supervisors has authorized the award of Grant funds to Grantee to purchase equipment and supplies to support Grantee's provision of non-transport Emergency Medical Services (EMS) in Mendocino County. Grantee's continued provision of EMS services enhances the County's resiliency and directly facilitates effective response to disaster.
- C. In making the authorization identified above, and by its ratification of this agreement, the Mendocino County Board of Supervisors finds that Grantee's use of the Grant funds as permitted under this Agreement will benefit the public within Mendocino County as stated above.

Now, therefore, the Parties agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the County agrees to provide a Grant of funds to Grantee in an amount not to exceed \$20,000 (the "Grant"), to be disbursed as set forth herein. Grantee hereby covenants and agrees to use the Grant as specified in this Agreement, and hereby acknowledges that the failure to perform the obligations of this Agreement or any misuse of the Grant shall be considered a default under this Agreement.

2. Scope of Grant

As a condition of this Grant, Grantee must diligently and in good faith perform the obligations specified herein and as stated in the attached, applicable Schedules.

This Grant Agreement involves the purchase of equipment. 1) A description of the equipment to be purchased, 2) cost of the equipment, 3) source of the

equipment and/or 4) a plan to acquire equipment (including any plan for requests for proposals or bids to be solicited) is attached as Schedule C (Equipment).

### 3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of the obligations under this Agreement in accordance with the conditions herein, including all applicable attached Schedules; and all applicable County regulations and policies, and all applicable state and federal laws.

### 4. Permits and Approvals

If applicable, Grantee shall be responsible for obtaining any and all permits and approvals required for completing the obligations arising under this Agreement. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting completion of this Agreement, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. If applicable, Grantee shall provide copies of permits and approvals to County within 30 days of obtaining them.

### 5. Prevailing Wage

Obligations arising under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the Grantee shall pay prevailing wage to all persons employed in the performance of any part of this Agreement and otherwise comply with all associated requirements and obligations.

The Grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all applicable labor laws.

### 6. Time of Performance

The Grant term shall begin on the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

### 7. Method of Payment

Grantee shall use the Grant funds to perform the obligations agreed to herein and set forth in all applicable attached Schedules. Grant funds shall be provided

by the County to Grantee according to the Disbursement Schedule attached as Schedule F.

All attached Schedules and any other documents submitted in relation to this Agreement (collectively “supporting documentation”) shall be reviewed and approved for payment by the County Grant Agreement Manager in advance of each disbursement. The County shall have sole and absolute discretion to determine the sufficiency of supporting documentation.

#### 8. Designation of Authorized Persons

The County’s Grant Agreement Manager is Darcie Antle, Assistant Chief Executive Officer.

The authorized signor and representative for Grantee is Melissa Ragsdale, Business Manager.

#### 9. Records and Audit

Grantee shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of Grant related matters such as any benchmarks and obligations arising under this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the County, and all applicable state and/or federal audit requirements. The County shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of 4 years following completion of the Project.

Grantee must make available at Grantee’s office for examination at reasonable intervals and during normal business hours to the County’s representatives for auditing purposes all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The County’s representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for 4 years following completion of all obligations arising under this Agreement.

## 10. Fraud, Waste and Abuse

Grantee must immediately inform the County of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Project or obligations arising under this Agreement.

## 11. Insurance

Unless waived by County, Grantee shall at all times during the term of this Agreement maintain in force those insurance policies and bonds as designated in the attached Schedule G, and will comply with all those requirements as stated therein.

## 12. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless County, and each of County's current and former respective Board Members, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - i. Breach of Grantee's obligations, representations or warranties under this Agreement;
  - ii. Act or failure to act in the course of performance by Grantee under this Agreement;
  - iii. Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - iv. Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent or intentional act, error or omission of Grantee;
- b. For purposes of the preceding subsections (i) through (iv), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, subcontractors, sub-consultants and subgrantees.
- c. The County shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee in the defense thereof to the extent that cooperation does not conflict with County's interests.

- d. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the County and continues at all times thereafter, without regard to any alleged or actual comparative or contributory negligence of any Indemnitee.
- e. All of Grantee's obligations under this Section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- f. Grantee's indemnification obligations set forth in this Section shall not be limited by the County's insurance requirements contained in Schedule G hereof, previously referenced and incorporated herein (unless waived as provided herein), nor by any other provision of this Agreement. The County's liability under this Agreement shall be limited to payment to Grantee in accordance with the terms and conditions of this Agreement, and shall exclude any liability whatsoever for consequential or indirect damages, even if such damages are foreseeable.

### 13. Non-Liability of County

No member, official, officer, director, employee, or agent of the County shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

### 14. Right to Offset Claims for Money

All claims for money due or to become due from the County shall be subject to deduction or offset by the County from any monies due Grantee by reason of any claim or counterclaim arising out of: (a) this Agreement; (b) any purchase order; or (c) any other transaction with Grantee.

### 15. Default

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the obligations arising under this Agreement and as set forth in the supporting documentation;

- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any obligation arising under this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

#### 16. Remedies for Default

The County shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Upon an event of default that has not been cured by Grantee, the County, in its discretion, may take any of the following actions:

- a. Terminate this Agreement, in whole or in part;
- b. Withhold disbursement of Grant funds until the deficiency is cured;
- c. Demand immediate reimbursement of any funds disbursed under this Agreement;
- d. Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of this Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- e. Bar Grantee from future funding by the County; and/or



- f. Pursue any other remedy allowed at law or in equity.

## 17. Litigation

Grantee shall promptly give notice in writing to the County of any litigation pending or threatened against Grantee, or which arises during the term of this Agreement, in which the amount claimed is in excess of \$10,000.00.

## 18. Incorporated Documents

The following Schedules are attached to this Agreement and are incorporated herein by reference:

Schedule A: Scope of Project  
Schedule B: Budget  
Schedule C: Equipment  
Schedule D: Reimbursement  
Schedule E: Supplemental Obligations  
Schedule F: Disbursement Schedule  
Schedule G: Insurance Requirements

## 19. Conflict of Interest

- a. Grantee certifies to the best of Grantee's present knowledge, that no public official of the County who has been involved in the award of this Grant or making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement or Grantee's organization in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest. Grantee warrants and represents, to the best of its present knowledge, that any such public official of Grantee who is an employee or a non-compensated director or officer of Grantee has disqualified himself or herself from participating in the County's decision to make this Grant or Agreement.
- b. Grantee further warrants and represents, to the best of its present knowledge, and excepting any written disclosures as to these matters already made by Grantee to the County, that (1) no public official of the County who has participated in decision making concerning this Grant has used his or her official position to influence decisions regarding this Grant, has an economic interest in Grantee's organization, and (2) the Grant will have no direct or indirect financial effect on said official, the official's

spouse or dependent children, or any of the official's economic interests. Grantee agrees to promptly disclose to the County in writing any information Grantee may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100, et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

- c. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement, if any, a provision governing conflict of interest in substantially the same form set forth herein.

## 20. Relationship of Parties

The relationship of the County and Grantee is solely that of a Grantor and Grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The County does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the project performed under this Agreement. Except as the County may specify in writing, Grantee has no authority to act as an agent of the County or to bind the County to any obligation.

## 21. Warranties

Grantee represents and warrants: (a) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the obligations arising under this Agreement; (b) that it is duly organized, validly existing and in good standing under the laws of the State of California; (c) that it has the full power and authority to undertake the obligations arising under this Agreement; (d) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect Grantee's financial condition or operations, other than those already disclosed to the County; (e) that any descriptions of activities and purchases for which reimbursements are sought under this Grant of funds have been truthfully and fully stated in the appropriate Schedule incorporated herein; and (f) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

## 22. Unavoidable Delay in Performance

The time for performance under this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the County and Grantee.

## 23. Validity of Contracts

This Agreement shall not be binding or of any force or effect until 1) all applicable Schedules are completed and attached, 2) it is approved for form by the Office of County Counsel, 3) it is signed by the County Grant Agreement Manager, 4) it is signed by the authorized County Executive representative, and 5) it is ratified by the County Board of Supervisors.

## 24. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

## 25. Notice

Any notice by one Party to the other(s) required by or regarding this Agreement shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered mail, addressed to recipient as follows:

Grantee: Leggett Valley Fire Protection District  
PO Box 190  
66001 Drive Thru Tree Rd  
Leggett, CA 95585  
Attn: Melissa Ragsdale

County: Mendocino County Executive Office  
501 Low Gap Rd  
Ukiah, CA 95482  
Attn: Principal Administrative Analyst, Disaster Recovery, Fiscal

Any party to this Agreement may change the name or address of representatives for purposes of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

#### 26. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

#### 27. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

#### 28. Waiver

Any waiver by the County of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the County. No waiver shall be implied from any delay or failure by the County to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee shall not be construed as consent to any other act or omission or to waive the requirement for the County's written consent to any other waiver.

#### 29. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any

agreements that are inconsistent with the terms of this Agreement without an express written waiver by the County.

### 30. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then (a) notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect and (b) the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

### 31. Commencement and Completion

- a. It shall be Grantee's responsibility to coordinate and complete the obligations contemplated by this Agreement, including all applicable Schedules, so that commencement and completion will take place in accordance with the requirements of this Agreement.
- b. Any time extension granted by County to Grantee to enable Grantee to complete obligations arising under this Agreement must be in writing by the County and shall not constitute a waiver of rights the County may have under this Agreement.
- c. Should Grantee not complete its obligations arising under this Agreement by the scheduled date or by an extended date, if applicable, the County shall be released from all of its obligations under this Agreement.

### 32. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

### 33. Inconsistency

If there is any inconsistency between this main Agreement and the attached Schedules A, B, C, D, F or G, referenced or attached hereto, the text of the main Agreement shall prevail. If there is any inconsistency between this main Agreement and the attached Schedule E, referenced or attached hereto, the text of the Schedule E shall prevail.

#### 34. Counterparts

This Agreement, as well as any amendments hereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement (and amendment). The parties shall be entitled to electronically sign and transmit this Agreement, as well as any amendments hereto (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement (and amendment) upon request.

#### 35. Approval

If the terms of this Agreement are acceptable to Grantee and the County, sign and date below.



**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Darcie Antle  
Darcie Antle, Assistant Chief Executive Officer

Date: 10/27/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 – DR601

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: Carmel J. Angelo  
Risk Management

Date: 10/27/2021

**CONTRACTOR/COMPANY**

By: M. Ragsdale  
Melissa Ragsdale, Business Manager

Date: 10/28/2021

**NAME AND ADDRESS OF CONTRACTOR:**

Leggett Valley Fire Protection District  
PO Box 190  
66001 Drive Thru Tree Rd  
Leggett, CA 95585

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: 10/27/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Chris [Signature]  
Deputy CEO

Date: 10/27/2021

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: District

Schedule A  
Scope of Project

This schedule is not applicable.

[END OF SCHEDULE A]

Schedule B  
Budget

This schedule is not applicable.

[END OF SCHEDULE B]

Schedule C  
Equipment

1. Grantee shall use funds to purchase non-transport Emergency Medical Services (EMS) equipment and supplies for use by the Leggett Valley Fire Protection District.

[END OF SCHEDULE C]

Schedule D  
Reimbursement

This schedule is not applicable.

[END OF SCHEDULE D]

Schedule E  
Supplemental Obligations

1. Grantee holds sole responsibility for all costs associated with equipment or supplies purchased under this Agreement, including but not limited to costs associated with owning, operating, maintaining, and insuring equipment or supplies.
2. Grantee agrees to follow all local, state, and federal rules, regulations, and laws governing ownership and operation of equipment or supplies purchased under this Agreement.
3. If requested by County, Grantee agrees to provide bidding information or documentation of Grantee's process for selecting vendor(s) or subcontractors utilized for purchases, installations, or other work performed pursuant to this agreement.
4. If requested by County, Grantee agrees to provide reports documenting the status and/or progress of any project or purchase of equipment funded pursuant to this agreement. County and Grantee may also agree to a submission schedule for provision of said reports or other supporting documentation.
5. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a "grant-funded equipment." The grantee shall operate and maintain each grant-funded equipment for its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, the grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment to provide EMS services. Grantee may not sell the equipment without prior approval from the County. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
6. Beginning 12 months after the effective date of this agreement and upon completion thereafter until the project is complete, the grantee shall maintain a dated log reporting the work completed using the grant-funded equipment. The report shall be made available at the request of County.

[END OF SCHEDULE E]



Schedule F  
Disbursement Schedule

1. Upon receipt of invoices, purchase requests, sales receipts, or other County approved documentation verifying purchase, or Grantee's intent to purchase, the equipment or supplies outlined in Schedule C, County will issue funds not to exceed \$20,000 directly to Grantee or, upon Grantee request, directly to a vendor approved by County.
2. If Grantee does not use the full amount of funds allotted for this Agreement to purchase equipment or supplies outlined in Schedule C, Grantee agrees that County will retain the remaining funds.
3. Grantee will submit invoices, purchase requests, sales receipts, or other supporting documentation to County at:

County of Mendocino  
Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Sara Pierce  
Email: [disasterrecovery@mendocinocounty.org](mailto:disasterrecovery@mendocinocounty.org)

4. County may withhold payment of funds until Grantee has filed all reports or supplemental documentation requested by County.

[END OF SCHEDULE F]

Schedule G  
Insurance Requirements

Grantee is not required to furnish certificates of professional or general liability to County pursuant to this Agreement.

[END OF SCHEDULE G]



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4i)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with Fort Bragg Rural Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies for Use by the Fort Bragg Fire Protection Authority, Effective Upon Full Execution through June 30, 2022

**Recommended Action/Motion:**

Approve Agreement with Fort Bragg Rural Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies for use by the Fort Bragg Fire Protection Authority, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

April 6, 2021, Item 5(c), acceptance of presentation from Coastal Valleys EMS Agency regarding provision of EMS in Mendocino County and outlining local agency requests for EMS-related projects to be funded with PG&E Disaster Settlement Funds;

August 17, 2021, Item 4(f), acceptance of prioritized spend for projects utilizing PG&E Disaster Settlement Funds, including approval to award \$20,000 to multiple entities throughout Mendocino County (totaling \$300,000) for Non-Transport Emergency Medical Services Equipment and Supplies.

**Summary of Request:**

On August 17, 2021, the Mendocino County Board of Supervisors (BOS) approved a Prioritized Spend related to projects for strategically investing one-time Pacific Gas and Electric (PG&E) disaster settlement funds, and authorized the Assistant Chief Executive Officer to prepare and bring forward the necessary contracts for distribution of funds to non-county agencies. The proposed contract with Fort Bragg Rural Fire Protection District in the amount of \$20,000 is among the contracts recommended by the County's Local Emergency Medical Services Agency, Coastal Valleys Emergency Medical Services (EMS) Agency, and approved by the BOS on the Prioritized Spend.

Fort Bragg Rural Fire Protection District is one of twenty-four organizations within Mendocino County to receive PG&E funds to support its provision of Emergency Medical Services (EMS). Fifteen of those

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**Item #: 4i)**

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organizations, including Fort Bragg Rural Fire Protection District, provide EMS in a non-transport capacity; the BOS approved each to receive \$20,000 (\$300,000 total). The remaining nine organizations provide EMS that includes transporting patients to medical facilities when needed. The BOS approved awards to those organizations based on their specific requests.

Pursuant to the proposed Agreement, Fort Bragg Rural Fire Protection District will utilize funding to purchase equipment and supplies for use by the Fort Bragg Fire Protection Authority to support its provision of non-transport EMS in Mendocino County. Award of PG&E funds to organizations providing EMS enhances the County's resiliency and directly facilitates effective response to disaster.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** The project is consistent with the general plan as it provides for the identification and assessment of risks to life, property, and environment and the appropriation of resources.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** PG&E Funds Budget Unit 2910

**current f/y cost:** \$20,000

**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:** 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.

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**Final Status:**Item Status

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

2017 WILDFIRE PACIFIC GAS AND ELECTRIC SETTLEMENT FUNDS GRANT  
AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND FORT BRAGG  
RURAL FIRE PROTECTION DISTRICT

This Grant Agreement is made and entered into by and between **THE COUNTY OF MENDOCINO** (County), and **FORT BRAGG RURAL FIRE PROTECTION DISTRICT** (Grantee). The County and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS:

- A. The County wishes to enter into this Agreement with Grantee to provide Grant funds for Grantee to 1) mitigate the effects of disaster, 2) enhance the resiliency to disaster, and/or 3) facilitate effective response to disaster, to benefit the Mendocino County community at large.
- B. The County Board of Supervisors has authorized the award of Grant funds to Grantee to purchase equipment and supplies to support Grantee's provision of non-transport Emergency Medical Services (EMS) in Mendocino County. Grantee's continued provision of EMS services enhances the County's resiliency and directly facilitates effective response to disaster.
- C. In making the authorization identified above, and by its ratification of this agreement, the Mendocino County Board of Supervisors finds that Grantee's use of the Grant funds as permitted under this Agreement will benefit the public within Mendocino County as stated above.

Now, therefore, the Parties agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the County agrees to provide a Grant of funds to Grantee in an amount not to exceed \$20,000 (the "Grant"), to be disbursed as set forth herein. Grantee hereby covenants and agrees to use the Grant as specified in this Agreement, and hereby acknowledges that the failure to perform the obligations of this Agreement or any misuse of the Grant shall be considered a default under this Agreement.

2. Scope of Grant

As a condition of this Grant, Grantee must diligently and in good faith perform the obligations specified herein and as stated in the attached, applicable Schedules.

This Grant Agreement involves the purchase of equipment. 1) A description of the equipment to be purchased, 2) cost of the equipment, 3) source of the

equipment and/or 4) a plan to acquire equipment (including any plan for requests for proposals or bids to be solicited) is attached as Schedule C (Equipment).

### 3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of the obligations under this Agreement in accordance with the conditions herein, including all applicable attached Schedules; and all applicable County regulations and policies, and all applicable state and federal laws.

### 4. Permits and Approvals

If applicable, Grantee shall be responsible for obtaining any and all permits and approvals required for completing the obligations arising under this Agreement. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting completion of this Agreement, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. If applicable, Grantee shall provide copies of permits and approvals to County within 30 days of obtaining them.

### 5. Prevailing Wage

Obligations arising under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the Grantee shall pay prevailing wage to all persons employed in the performance of any part of this Agreement and otherwise comply with all associated requirements and obligations.

The Grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all applicable labor laws.

### 6. Time of Performance

The Grant term shall begin on the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

### 7. Method of Payment

Grantee shall use the Grant funds to perform the obligations agreed to herein and set forth in all applicable attached Schedules. Grant funds shall be provided



by the County to Grantee according to the Disbursement Schedule attached as Schedule F.

All attached Schedules and any other documents submitted in relation to this Agreement (collectively “supporting documentation”) shall be reviewed and approved for payment by the County Grant Agreement Manager in advance of each disbursement. The County shall have sole and absolute discretion to determine the sufficiency of supporting documentation.

#### 8. Designation of Authorized Persons

The County’s Grant Agreement Manager is Darcie Antle, Assistant Chief Executive Officer.

The authorized signor and representative for Grantee is Steve Orsi, Fire Chief.

#### 9. Records and Audit

Grantee shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of Grant related matters such as any benchmarks and obligations arising under this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the County, and all applicable state and/or federal audit requirements. The County shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of 4 years following completion of the Project.

Grantee must make available at Grantee’s office for examination at reasonable intervals and during normal business hours to the County’s representatives for auditing purposes all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The County’s representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for 4 years following completion of all obligations arising under this Agreement.

## 10. Fraud, Waste and Abuse

Grantee must immediately inform the County of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Project or obligations arising under this Agreement.

## 11. Insurance

Unless waived by County, Grantee shall at all times during the term of this Agreement maintain in force those insurance policies and bonds as designated in the attached Schedule G, and will comply with all those requirements as stated therein.

## 12. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless County, and each of County's current and former respective Board Members, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - i. Breach of Grantee's obligations, representations or warranties under this Agreement;
  - ii. Act or failure to act in the course of performance by Grantee under this Agreement;
  - iii. Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - iv. Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent or intentional act, error or omission of Grantee;
- b. For purposes of the preceding subsections (i) through (iv), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, subcontractors, sub-consultants and subgrantees.
- c. The County shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee in the defense thereof to the extent that cooperation does not conflict with County's interests.

- d. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the County and continues at all times thereafter, without regard to any alleged or actual comparative or contributory negligence of any Indemnitee.
- e. All of Grantee's obligations under this Section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- f. Grantee's indemnification obligations set forth in this Section shall not be limited by the County's insurance requirements contained in Schedule G hereof, previously referenced and incorporated herein (unless waived as provided herein), nor by any other provision of this Agreement. The County's liability under this Agreement shall be limited to payment to Grantee in accordance with the terms and conditions of this Agreement, and shall exclude any liability whatsoever for consequential or indirect damages, even if such damages are foreseeable.

### 13. Non-Liability of County

No member, official, officer, director, employee, or agent of the County shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

### 14. Right to Offset Claims for Money

All claims for money due or to become due from the County shall be subject to deduction or offset by the County from any monies due Grantee by reason of any claim or counterclaim arising out of: (a) this Agreement; (b) any purchase order; or (c) any other transaction with Grantee.

### 15. Default

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the obligations arising under this Agreement and as set forth in the supporting documentation;

- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any obligation arising under this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

#### 16. Remedies for Default

The County shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Upon an event of default that has not been cured by Grantee, the County, in its discretion, may take any of the following actions:

- a. Terminate this Agreement, in whole or in part;
- b. Withhold disbursement of Grant funds until the deficiency is cured;
- c. Demand immediate reimbursement of any funds disbursed under this Agreement;
- d. Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of this Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- e. Bar Grantee from future funding by the County; and/or

- f. Pursue any other remedy allowed at law or in equity.

## 17. Litigation

Grantee shall promptly give notice in writing to the County of any litigation pending or threatened against Grantee, or which arises during the term of this Agreement, in which the amount claimed is in excess of \$10,000.00.

## 18. Incorporated Documents

The following Schedules are attached to this Agreement and are incorporated herein by reference:

Schedule A: Scope of Project  
Schedule B: Budget  
Schedule C: Equipment  
Schedule D: Reimbursement  
Schedule E: Supplemental Obligations  
Schedule F: Disbursement Schedule  
Schedule G: Insurance Requirements

## 19. Conflict of Interest

- a. Grantee certifies to the best of Grantee's present knowledge, that no public official of the County who has been involved in the award of this Grant or making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement or Grantee's organization in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest. Grantee warrants and represents, to the best of its present knowledge, that any such public official of Grantee who is an employee or a non-compensated director or officer of Grantee has disqualified himself or herself from participating in the County's decision to make this Grant or Agreement.
- b. Grantee further warrants and represents, to the best of its present knowledge, and excepting any written disclosures as to these matters already made by Grantee to the County, that (1) no public official of the County who has participated in decision making concerning this Grant has used his or her official position to influence decisions regarding this Grant, has an economic interest in Grantee's organization, and (2) the Grant will have no direct or indirect financial effect on said official, the official's

spouse or dependent children, or any of the official's economic interests. Grantee agrees to promptly disclose to the County in writing any information Grantee may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100, et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

- c. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement, if any, a provision governing conflict of interest in substantially the same form set forth herein.

## 20. Relationship of Parties

The relationship of the County and Grantee is solely that of a Grantor and Grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The County does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the project performed under this Agreement. Except as the County may specify in writing, Grantee has no authority to act as an agent of the County or to bind the County to any obligation.

## 21. Warranties

Grantee represents and warrants: (a) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the obligations arising under this Agreement; (b) that it is duly organized, validly existing and in good standing under the laws of the State of California; (c) that it has the full power and authority to undertake the obligations arising under this Agreement; (d) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect Grantee's financial condition or operations, other than those already disclosed to the County; (e) that any descriptions of activities and purchases for which reimbursements are sought under this Grant of funds have been truthfully and fully stated in the appropriate Schedule incorporated herein; and (f) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.



## 22. Unavoidable Delay in Performance

The time for performance under this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the County and Grantee.

## 23. Validity of Contracts

This Agreement shall not be binding or of any force or effect until 1) all applicable Schedules are completed and attached, 2) it is approved for form by the Office of County Counsel, 3) it is signed by the County Grant Agreement Manager, 4) it is signed by the authorized County Executive representative, and 5) it is ratified by the County Board of Supervisors.

## 24. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

## 25. Notice

Any notice by one Party to the other(s) required by or regarding this Agreement shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered mail, addressed to recipient as follows:

Grantee: Fort Bragg Fire Protection Authority  
141 North Main St.  
Fort Bragg, CA 95437  
Attn: Steve Orsi

County: Mendocino County Executive Office  
501 Low Gap Rd.  
Ukiah, CA 95482  
Attn: Principal Administrative Analyst, Disaster Recovery, Fiscal

Any party to this Agreement may change the name or address of representatives for purposes of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

#### 26. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

#### 27. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

#### 28. Waiver

Any waiver by the County of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the County. No waiver shall be implied from any delay or failure by the County to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee shall not be construed as consent to any other act or omission or to waive the requirement for the County's written consent to any other waiver.

#### 29. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any

agreements that are inconsistent with the terms of this Agreement without an express written waiver by the County.

### 30. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then (a) notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect and (b) the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

### 31. Commencement and Completion

- a. It shall be Grantee's responsibility to coordinate and complete the obligations contemplated by this Agreement, including all applicable Schedules, so that commencement and completion will take place in accordance with the requirements of this Agreement.
- b. Any time extension granted by County to Grantee to enable Grantee to complete obligations arising under this Agreement must be in writing by the County and shall not constitute a waiver of rights the County may have under this Agreement.
- c. Should Grantee not complete its obligations arising under this Agreement by the scheduled date or by an extended date, if applicable, the County shall be released from all of its obligations under this Agreement.

### 32. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

### 33. Inconsistency

If there is any inconsistency between this main Agreement and the attached Schedules A, B, C, D, F or G, referenced or attached hereto, the text of the main Agreement shall prevail. If there is any inconsistency between this main Agreement and the attached Schedule E, referenced or attached hereto, the text of the Schedule E shall prevail.

#### 34. Counterparts

This Agreement, as well as any amendments hereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement (and amendment). The parties shall be entitled to electronically sign and transmit this Agreement, as well as any amendments hereto (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement (and amendment) upon request.

#### 35. Approval

If the terms of this Agreement are acceptable to Grantee and the County, sign and date below.

## IN WITNESS WHEREOF

## DEPARTMENT FISCAL REVIEW:

By: Darcie Antle  
Darcie Antle, Assistant Chief Executive Officer

Date: 10/27/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 – DR601

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: Carmel J. Angelo  
Risk Management

Date: 10/27/2021

## CONTRACTOR/COMPANY

By: Steve Orsi  
Steve Orsi, Fire Chief

Date: 11/1/2021

## NAME AND ADDRESS OF CONTRACTOR:

Fort Bragg Fire Protection Authority  
141 North Main 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

Date: 10/27/2021

## EXECUTIVE OFFICE/FISCAL REVIEW:

By: Chris [Signature]  
Deputy CEO

Date: 10/27/2021

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: Fire Authority

Schedule A  
Scope of Project

This schedule is not applicable.

[END OF SCHEDULE A]



Schedule B  
Budget

This schedule is not applicable.

[END OF SCHEDULE B]

Schedule C  
Equipment

1. Grantee shall use funds to purchase non-transport Emergency Medical Services (EMS) equipment and supplies for use by the Fort Bragg Fire Protection Authority.

[END OF SCHEDULE C]

Schedule D  
Reimbursement

This schedule is not applicable.

[END OF SCHEDULE D]

Schedule E  
Supplemental Obligations

1. Grantee holds sole responsibility for all costs associated with equipment or supplies purchased under this Agreement, including but not limited to costs associated with owning, operating, maintaining, and insuring equipment or supplies.
2. Grantee agrees to follow all local, state, and federal rules, regulations, and laws governing ownership and operation of equipment or supplies purchased under this Agreement.
3. If requested by County, Grantee agrees to provide bidding information or documentation of Grantee's process for selecting vendor(s) or subcontractors utilized for purchases, installations, or other work performed pursuant to this agreement.
4. If requested by County, Grantee agrees to provide reports documenting the status and/or progress of any project or purchase of equipment funded pursuant to this agreement. County and Grantee may also agree to a submission schedule for provision of said reports or other supporting documentation.
5. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a "grant-funded equipment." The grantee shall operate and maintain each grant-funded equipment for its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, the grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment to provide EMS services. Grantee may not sell the equipment without prior approval from the County. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
6. Beginning 12 months after the effective date of this agreement and upon completion thereafter until the project is complete, the grantee shall maintain a dated log reporting the work completed using the grant-funded equipment. The report shall be made available at the request of County.

[END OF SCHEDULE E]

Schedule F  
Disbursement Schedule

1. Upon receipt of invoices, purchase requests, sales receipts, or other County approved documentation verifying purchase, or Grantee's intent to purchase, the equipment or supplies outlined in Schedule C, County will issue funds not to exceed \$20,000 directly to Grantee or, upon Grantee request, directly to a vendor approved by County.
2. If Grantee does not use the full amount of funds allotted for this Agreement to purchase equipment or supplies outlined in Schedule C, Grantee agrees that County will retain the remaining funds.
3. Grantee will submit invoices, purchase requests, sales receipts, or other supporting documentation to County at:

County of Mendocino  
Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Sara Pierce  
Email: [disasterrecovery@mendocinocounty.org](mailto:disasterrecovery@mendocinocounty.org)

4. County may withhold payment of funds until Grantee has filed all reports or supplemental documentation requested by County.

[END OF SCHEDULE F]

Schedule G  
Insurance Requirements

Grantee is not required to furnish certificates of professional or general liability to County pursuant to this Agreement.

[END OF SCHEDULE G]





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4j)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with Piercy Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies, Effective Upon Full Execution through June 30, 2022

**Recommended Action/Motion:**

Approve Agreement with Piercy Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

April 6, 2021, Item 5(c), acceptance of presentation from Coastal Valleys EMS Agency regarding provision of EMS in Mendocino County and outlining local agency requests for EMS-related projects to be funded with PG&E Disaster Settlement Funds;

August 17, 2021, Item 4(f), acceptance of prioritized spend for projects utilizing PG&E Disaster Settlement Funds, including approval to award \$20,000 to multiple entities throughout Mendocino County (totaling \$300,000) for Non-Transport Emergency Medical Services Equipment and Supplies.

**Summary of Request:**

On August 17, 2021, the Mendocino County Board of Supervisors (BOS) approved a Prioritized Spend related to projects for strategically investing one-time Pacific Gas and Electric (PG&E) disaster settlement funds, and authorized the Assistant Chief Executive Officer to prepare and bring forward the necessary contracts for distribution of funds to non-county agencies. The proposed contract with Piercy Fire Protection District in the amount of \$20,000 is among the contracts recommended by the County's Local Emergency Medical Services Agency, Coastal Valleys Emergency Medical Services (EMS) Agency, and approved by the BOS on the Prioritized Spend.

Piercy Fire Protection District is one of twenty-four organizations within Mendocino County to receive PG&E funds to support its provision of Emergency Medical Services (EMS). Fifteen of those organizations, including Piercy Fire Protection District, provide EMS in a non-transport capacity; the BOS approved each to receive \$20,000 (\$300,000 total). The remaining nine organizations provide EMS that includes transporting patients

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**Item #: 4j)**

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to medical facilities when needed. The BOS approved awards to those organizations based on their specific requests.

Pursuant to the proposed Agreement, Piercy Fire Protection District will utilize funding to purchase equipment and supplies to support the provision of non-transport EMS in Mendocino County. Award of PG&E funds to organizations providing EMS enhances the County's resiliency and directly facilitates effective response to disaster.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** The project is consistent with the general plan as it provides for the identification and assessment of risks to life, property, and environment and the appropriation of resources.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** PG&E Funds Budget Unit 2910

**current f/y cost:** \$20,000

**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:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

**Executed By:** Deputy Clerk

**Date:** Date Executed

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**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.

2017 WILDFIRE PACIFIC GAS AND ELECTRIC SETTLEMENT FUNDS GRANT  
AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND PIERCY FIRE  
PROTECTION DISTRICT

This Grant Agreement is made and entered into by and between **THE COUNTY OF MENDOCINO** (County), and **PIERCY FIRE PROTECTION DISTRICT** (Grantee). The County and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS:

- A. The County wishes to enter into this Agreement with Grantee to provide Grant funds for Grantee to 1) mitigate the effects of disaster, 2) enhance the resiliency to disaster, and/or 3) facilitate effective response to disaster, to benefit the Mendocino County community at large.
- B. The County Board of Supervisors has authorized the award of Grant funds to Grantee to purchase equipment and supplies to support Grantee's provision of non-transport Emergency Medical Services (EMS) in Mendocino County. Grantee's continued provision of EMS services enhances the County's resiliency and directly facilitates effective response to disaster.
- C. In making the authorization identified above, and by its ratification of this agreement, the Mendocino County Board of Supervisors finds that Grantee's use of the Grant funds as permitted under this Agreement will benefit the public within Mendocino County as stated above.

Now, therefore, the Parties agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the County agrees to provide a Grant of funds to Grantee in an amount not to exceed \$20,000 (the "Grant"), to be disbursed as set forth herein. Grantee hereby covenants and agrees to use the Grant as specified in this Agreement, and hereby acknowledges that the failure to perform the obligations of this Agreement or any misuse of the Grant shall be considered a default under this Agreement.

2. Scope of Grant

As a condition of this Grant, Grantee must diligently and in good faith perform the obligations specified herein and as stated in the attached, applicable Schedules.

This Grant Agreement involves the purchase of equipment. 1) A description of the equipment to be purchased, 2) cost of the equipment, 3) source of the

equipment and/or 4) a plan to acquire equipment (including any plan for requests for proposals or bids to be solicited) is attached as Schedule C (Equipment).

### 3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of the obligations under this Agreement in accordance with the conditions herein, including all applicable attached Schedules; and all applicable County regulations and policies, and all applicable state and federal laws.

### 4. Permits and Approvals

If applicable, Grantee shall be responsible for obtaining any and all permits and approvals required for completing the obligations arising under this Agreement. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting completion of this Agreement, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. If applicable, Grantee shall provide copies of permits and approvals to County within 30 days of obtaining them.

### 5. Prevailing Wage

Obligations arising under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the Grantee shall pay prevailing wage to all persons employed in the performance of any part of this Agreement and otherwise comply with all associated requirements and obligations.

The Grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all applicable labor laws.

### 6. Time of Performance

The Grant term shall begin on the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

### 7. Method of Payment

Grantee shall use the Grant funds to perform the obligations agreed to herein and set forth in all applicable attached Schedules. Grant funds shall be provided

by the County to Grantee according to the Disbursement Schedule attached as Schedule F.

All attached Schedules and any other documents submitted in relation to this Agreement (collectively “supporting documentation”) shall be reviewed and approved for payment by the County Grant Agreement Manager in advance of each disbursement. The County shall have sole and absolute discretion to determine the sufficiency of supporting documentation.

#### 8. Designation of Authorized Persons

The County’s Grant Agreement Manager is Darcie Antle, Assistant Chief Executive Officer.

The authorized signor and representative for Grantee is Larry Casteel, Commissioner (Secretary/Treasurer).

#### 9. Records and Audit

Grantee shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of Grant related matters such as any benchmarks and obligations arising under this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the County, and all applicable state and/or federal audit requirements. The County shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of 4 years following completion of the Project.

Grantee must make available at Grantee’s office for examination at reasonable intervals and during normal business hours to the County’s representatives for auditing purposes all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The County’s representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for 4 years following completion of all obligations arising under this Agreement.

## 10. Fraud, Waste and Abuse

Grantee must immediately inform the County of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Project or obligations arising under this Agreement.

## 11. Insurance

Unless waived by County, Grantee shall at all times during the term of this Agreement maintain in force those insurance policies and bonds as designated in the attached Schedule G, and will comply with all those requirements as stated therein.

## 12. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless County, and each of County's current and former respective Board Members, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - i. Breach of Grantee's obligations, representations or warranties under this Agreement;
  - ii. Act or failure to act in the course of performance by Grantee under this Agreement;
  - iii. Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - iv. Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent or intentional act, error or omission of Grantee;
- b. For purposes of the preceding subsections (i) through (iv), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, subcontractors, sub-consultants and subgrantees.
- c. The County shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee in the defense thereof to the extent that cooperation does not conflict with County's interests.



- d. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the County and continues at all times thereafter, without regard to any alleged or actual comparative or contributory negligence of any Indemnitee.
- e. All of Grantee's obligations under this Section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- f. Grantee's indemnification obligations set forth in this Section shall not be limited by the County's insurance requirements contained in Schedule G hereof, previously referenced and incorporated herein (unless waived as provided herein), nor by any other provision of this Agreement. The County's liability under this Agreement shall be limited to payment to Grantee in accordance with the terms and conditions of this Agreement, and shall exclude any liability whatsoever for consequential or indirect damages, even if such damages are foreseeable.

### 13. Non-Liability of County

No member, official, officer, director, employee, or agent of the County shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

### 14. Right to Offset Claims for Money

All claims for money due or to become due from the County shall be subject to deduction or offset by the County from any monies due Grantee by reason of any claim or counterclaim arising out of: (a) this Agreement; (b) any purchase order; or (c) any other transaction with Grantee.

### 15. Default

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the obligations arising under this Agreement and as set forth in the supporting documentation;

- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any obligation arising under this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

#### 16. Remedies for Default

The County shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Upon an event of default that has not been cured by Grantee, the County, in its discretion, may take any of the following actions:

- a. Terminate this Agreement, in whole or in part;
- b. Withhold disbursement of Grant funds until the deficiency is cured;
- c. Demand immediate reimbursement of any funds disbursed under this Agreement;
- d. Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of this Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- e. Bar Grantee from future funding by the County; and/or

- f. Pursue any other remedy allowed at law or in equity.

## 17. Litigation

Grantee shall promptly give notice in writing to the County of any litigation pending or threatened against Grantee, or which arises during the term of this Agreement, in which the amount claimed is in excess of \$10,000.00.

## 18. Incorporated Documents

The following Schedules are attached to this Agreement and are incorporated herein by reference:

Schedule A: Scope of Project  
Schedule B: Budget  
Schedule C: Equipment  
Schedule D: Reimbursement  
Schedule E: Supplemental Obligations  
Schedule F: Disbursement Schedule  
Schedule G: Insurance Requirements

## 19. Conflict of Interest

- a. Grantee certifies to the best of Grantee's present knowledge, that no public official of the County who has been involved in the award of this Grant or making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement or Grantee's organization in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest. Grantee warrants and represents, to the best of its present knowledge, that any such public official of Grantee who is an employee or a non-compensated director or officer of Grantee has disqualified himself or herself from participating in the County's decision to make this Grant or Agreement.
- b. Grantee further warrants and represents, to the best of its present knowledge, and excepting any written disclosures as to these matters already made by Grantee to the County, that (1) no public official of the County who has participated in decision making concerning this Grant has used his or her official position to influence decisions regarding this Grant, has an economic interest in Grantee's organization, and (2) the Grant will have no direct or indirect financial effect on said official, the official's

spouse or dependent children, or any of the official's economic interests. Grantee agrees to promptly disclose to the County in writing any information Grantee may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100, et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

- c. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement, if any, a provision governing conflict of interest in substantially the same form set forth herein.

## 20. Relationship of Parties

The relationship of the County and Grantee is solely that of a Grantor and Grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The County does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the project performed under this Agreement. Except as the County may specify in writing, Grantee has no authority to act as an agent of the County or to bind the County to any obligation.

## 21. Warranties

Grantee represents and warrants: (a) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the obligations arising under this Agreement; (b) that it is duly organized, validly existing and in good standing under the laws of the State of California; (c) that it has the full power and authority to undertake the obligations arising under this Agreement; (d) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect Grantee's financial condition or operations, other than those already disclosed to the County; (e) that any descriptions of activities and purchases for which reimbursements are sought under this Grant of funds have been truthfully and fully stated in the appropriate Schedule incorporated herein; and (f) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

## 22. Unavoidable Delay in Performance

The time for performance under this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the County and Grantee.

## 23. Validity of Contracts

This Agreement shall not be binding or of any force or effect until 1) all applicable Schedules are completed and attached, 2) it is approved for form by the Office of County Counsel, 3) it is signed by the County Grant Agreement Manager, 4) it is signed by the authorized County Executive representative, and 5) it is ratified by the County Board of Supervisors.

## 24. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

## 25. Notice

Any notice by one Party to the other(s) required by or regarding this Agreement shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered mail, addressed to recipient as follows:

Grantee: Piercy Volunteer Fire Department  
PO Box 206  
80401 Highway 271  
Piercy, CA 95587  
Attn: Larry Casteel

County: Mendocino County Executive Office  
501 Low Gap Rd  
Ukiah, CA 95482  
Attn: Principal Administrative Analyst, Disaster Recovery, Fiscal

Any party to this Agreement may change the name or address of representatives for purposes of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

#### 26. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

#### 27. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

#### 28. Waiver

Any waiver by the County of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the County. No waiver shall be implied from any delay or failure by the County to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee shall not be construed as consent to any other act or omission or to waive the requirement for the County's written consent to any other waiver.

#### 29. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any



agreements that are inconsistent with the terms of this Agreement without an express written waiver by the County.

### 30. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then (a) notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect and (b) the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

### 31. Commencement and Completion

- a. It shall be Grantee's responsibility to coordinate and complete the obligations contemplated by this Agreement, including all applicable Schedules, so that commencement and completion will take place in accordance with the requirements of this Agreement.
- b. Any time extension granted by County to Grantee to enable Grantee to complete obligations arising under this Agreement must be in writing by the County and shall not constitute a waiver of rights the County may have under this Agreement.
- c. Should Grantee not complete its obligations arising under this Agreement by the scheduled date or by an extended date, if applicable, the County shall be released from all of its obligations under this Agreement.

### 32. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

### 33. Inconsistency

If there is any inconsistency between this main Agreement and the attached Schedules A, B, C, D, F or G, referenced or attached hereto, the text of the main Agreement shall prevail. If there is any inconsistency between this main Agreement and the attached Schedule E, referenced or attached hereto, the text of the Schedule E shall prevail.

#### 34. Counterparts

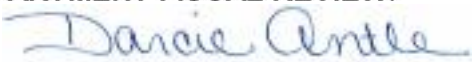
This Agreement, as well as any amendments hereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement (and amendment). The parties shall be entitled to electronically sign and transmit this Agreement, as well as any amendments hereto (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement (and amendment) upon request.

#### 35. Approval

If the terms of this Agreement are acceptable to Grantee and the County, sign and date below.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By:   
Darcie Antle, Assistant Chief Executive Officer

Date: 10/29/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 – DR601

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: 10/29/2021

**CONTRACTOR/COMPANY**

By:   
Larry Casteel, Commissioner  
(Secretary/Treasurer)

Date: November 1, 2021

**NAME AND ADDRESS OF CONTRACTOR:**

Piercy Volunteer Fire Department  
PO Box 206  
80401 Highway 271  
Piercy, CA 95587

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

**COUNTY COUNSEL REVIEW:**

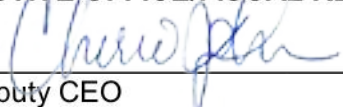
**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

By:   
Deputy

Date: 11/01/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO

Date: 10/29/2021

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: Fire Department

Schedule A  
Scope of Project

This schedule is not applicable.

[END OF SCHEDULE A]

Schedule B  
Budget

This schedule is not applicable.

[END OF SCHEDULE B]

Schedule C  
Equipment

1. Grantee shall use funds to purchase non-transport Emergency Medical Services (EMS) equipment and supplies for use by the Piercy Fire Protection District.

[END OF SCHEDULE C]

Schedule D  
Reimbursement

This schedule is not applicable.

[END OF SCHEDULE D]



Schedule E  
Supplemental Obligations

1. Grantee holds sole responsibility for all costs associated with equipment or supplies purchased under this Agreement, including but not limited to costs associated with owning, operating, maintaining, and insuring equipment or supplies.
2. Grantee agrees to follow all local, state, and federal rules, regulations, and laws governing ownership and operation of equipment or supplies purchased under this Agreement.
3. If requested by County, Grantee agrees to provide bidding information or documentation of Grantee's process for selecting vendor(s) or subcontractors utilized for purchases, installations, or other work performed pursuant to this agreement.
4. If requested by County, Grantee agrees to provide reports documenting the status and/or progress of any project or purchase of equipment funded pursuant to this agreement. County and Grantee may also agree to a submission schedule for provision of said reports or other supporting documentation.
5. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a "grant-funded equipment." The grantee shall operate and maintain each grant-funded equipment for its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, the grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment to provide EMS services. Grantee may not sell the equipment without prior approval from the County. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
6. Beginning 12 months after the effective date of this agreement and upon completion thereafter until the project is complete, the grantee shall maintain a dated log reporting the work completed using the grant-funded equipment. The report shall be made available at the request of County.

[END OF SCHEDULE E]

Schedule F  
Disbursement Schedule

1. Upon receipt of invoices, purchase requests, sales receipts, or other County approved documentation verifying purchase, or Grantee's intent to purchase, the equipment or supplies outlined in Schedule C, County will issue funds not to exceed \$20,000 directly to Grantee or, upon Grantee request, directly to a vendor approved by County.
2. If Grantee does not use the full amount of funds allotted for this Agreement to purchase equipment or supplies outlined in Schedule C, Grantee agrees that County will retain the remaining funds.
3. Grantee will submit invoices, purchase requests, sales receipts, or other supporting documentation to County at:

County of Mendocino  
Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Sara Pierce  
Email: [disasterrecovery@mendocinocounty.org](mailto:disasterrecovery@mendocinocounty.org)

4. County may withhold payment of funds until Grantee has filed all reports or supplemental documentation requested by County.

[END OF SCHEDULE F]

Schedule G  
Insurance Requirements

Grantee is not required to furnish certificates of professional or general liability to County pursuant to this Agreement.

[END OF SCHEDULE G]



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4k)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Funding Allocation Agreement with Ukiah Valley Fire Protection District in the Amount of \$57,261 to Provide Fire Protection Services to Inhabitants Within the District's Boundaries, Effective Upon Full Execution by All Parties through June 30, 2022

**Recommended Action/Motion:**

Approve Funding Allocation Agreement with Ukiah Valley Fire Protection District in the amount of \$57,261 to provide fire protection services to inhabitants within the District's boundaries, effective upon full execution by all parties through June 30, 2022; authorize the Assistant Chief Executive Officer to sign any amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

N/A

**Summary of Request:**

The Board of Supervisors allocated \$444,000 of Prop 172 Funds to the Fire Districts in the June 2021 adopted budget. Amounts to be disbursed are based upon the distribution formula provided by the Mendocino County Association of Fire Districts as shown in Attachment A of the proposed Agreement. The Funding Agreement presented for Board consideration exceeds the Purchasing Agent's authority of \$50,000, and as such, requires Board of Supervisors approval.

**Alternative Action/Motion:**

Return to staff with further direction.

**How Does This Item Support the General Plan? Yes Principle 2.1**

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

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**Item #: 4k)**

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**source of funding:** MS 863113  
**current f/y cost:** \$57,261  
**annual recurring cost:** Unknown  
**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:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

---

**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.

## **COUNTY OF MENDOCINO FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2021, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Ukiah Valley Fire Protection District, hereinafter referred to as "FIRE AGENCY". The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2022.

WHEREAS, the Ukiah Valley Fire District, has been identified to provide the inhabitants, within Agency Boundaries, with protection against fire; and

WHEREAS, in 1992 the State of California implemented the Education Revenue Augmentation Fund (ERAF) "shift", which reduced city, county, and some special districts' revenue to provide funding for schools, causing an annual revenue loss to cities and some special districts and over \$14.35 million loss to Mendocino County;

WHEREAS, in an effort to reduce the impact of the ERAF shift the voters of California passed Proposition 172 in 1993, which provides public safety funding to cities and counties that provide police protection, prosecution, corrections, probation, fire protection, and/or coastal life guard services;

WHEREAS, the Mendocino County Board of Supervisors allocated the Proposition 172 revenue to the eligible functions that are provided directly by the County, which are the Sheriff, Jail, District Attorney, and Probation;

WHEREAS, Fire Agency is authorized by law to provide fire protection;

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety;

WHEREAS, Fire Agency has requested funding from the County, through the Mendocino County Association of Fire Districts, for support of fire protection (Attachment A);

WHEREAS, the Mendocino County Board of Supervisors has agreed to appropriate a portion of the total County Proposition 172 public safety sales tax revenue to certain local fire agencies for support of fire protection services in Fiscal Year 2021-22. Local fire agencies are defined as local Government entities or tax exempt 501(c)(3) organizations authorized by California Statutes to provide first response fire, rescue, and EMS public safety services to the general public. Additionally, these agencies must (1) participate in the Mutual Aid Coordinating System and have an assigned MACS ID Agency Designator, and (2) be regularly dispatched by the Emergency 911 dispatch center; and

WHEREAS, the Mendocino County Association of Fire Districts has submitted a distribution formula, to which the Board of Supervisors has agreed and approved, for the appropriation based on a minimum distribution for each Fire Agency plus a variable distribution based on estimated population in the area serviced by the agency.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate a portion of the County's Proposition 172 revenue and other funding, in Fiscal Year 2021-22, to local fire protection agencies as defined above;
2. The County accepts the Mendocino County Association of Fire Districts' distribution formula, as attached hereto, and incorporated herein (refer to Attachment A);
3. The County agrees to make a lump-sum, one-time payment to Fire Agency (for an amount not to exceed Fifty-Seven Thousand Two Hundred Sixty-One Dollars (\$57,261));
4. The Fire Agency agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire Agency agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2021-22, which includes a clear accounting of where the funding is appropriated in the Fire Agency budget and its intended use. Accounting records of Fire Agency shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required;
6. The term of this agreement shall commence on the date executed by the County, but only for the purposes of providing funding support for fire protection services by the Fire Agency in the current fiscal year;
7. The Fire Agency is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire Agency and County;
8. The Fire Agency agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
9. The Fire Agency 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 Fire Agency's performance or its obligations as a provider of fire protection services, 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 Fire Agency's performance of its obligations as a provider of fire protection services.

10. The Fire Agency shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
11. This agreement may only be modified by written agreement of the parties;
12. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year;
13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing as follows:

To COUNTY:                      COUNTY OF MENDOCINO  
Executive Office  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

To FIRE AGENCY:              Ukiah Valley Fire District  
1500 S State Street  
Ukiah, CA 95482  
ATTN: Fire Chief

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: *Darcie Antle*  
DEPARTMENT HEAD

Date: 11/03/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 1940

Line Item: 863113

Grant: ☐ Yes ☒ No

Grant No.: N/A

**COUNTY OF MENDOCINO**

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

Date: \_\_\_\_\_

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

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

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

CARMEL J. ANGELO, Clerk of said Board

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

**INSURANCE REVIEW:**

By: *Carmel J. Angelo*  
Risk Management

Date: 11/03/2021

**CONTRACTOR/COMPANY NAME**

By: *Douglas P. Hutchison*  
SIGNATURE

Date: 08 November 2021

**NAME AND ADDRESS OF CONTRACTOR:**

Ukiah Valley Fire Protection District  
1500 South State Street  
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: *Matthew Kiedrowski*  
Deputy

Date: 11/04/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: *Chris [Signature]*  
Deputy CEO

Date: 11/03/2021

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 \_\_\_\_\_

## Attachment A

Fire Funding Allocations <sup>(1)</sup>

2021/22

7/29/21

Approved funding: **\$ 444,000** <== (enter number to auto calculate)

Funding Approved for prior year: 398,252

Dollar change from prior year <sup>(3)</sup>: 45,748

Percent change from prior year: 11.5%

## --- CALCULATIONS ---

\$ 200,000 = Total Basic \$

\$ 244,000 = Total Population \$

calculated amounts ==&gt;

10,000 = Basic amount

2.77 = per capita amount

2021/22

District/Agency Name	JPA	Basic	JPA's	Population	Population Distrib	JPA's	Totals	JPA's	\$ Allocations
Albion-Little River FPD		10,000		1,392	3,855		13,855		13,855
Anderson Valley CSD		10,000		3,068	8,496		18,496		18,496
Brooktrails CSD		10,000		3,350	9,277		19,277		19,277
Comptche CSD		10,000		501	1,387		11,387		11,387
Covelo FPD		10,000		2,645	7,324		17,324		17,324
Elk CSD		10,000		375	1,038		11,038		11,038
Fort Bragg City FD	Fort Bragg	0		7,250	20,076		20,076		
Fort Bragg Rural FPD	Fire Authority <sup>(2)</sup>	10,000	10,000	7,474	20,697	40,773	30,697	50,773	50,773
Hopland/Sanel V FPD		10,000		1,890	5,234		15,234		15,234
Leggett Valley FPD		10,000		443	1,227		11,227		11,227
Little Lake FPD		10,000		8,807	24,388		34,388		34,388
Long Valley FPD		10,000		2,476	6,856		16,856		16,856
Mendocino FPD		10,000		2,740	7,588		17,588		17,588
Piercy FPD		10,000		126	349		10,349		10,349
Potter Valley CSD		10,000		1,906	5,278		15,278		15,278
Redwood Coast FPD		10,000		1,720	4,763		14,763		14,763
Redwood V-Calpella FD		10,000		6,836	18,930		28,930		28,930
South Coast FPD		10,000		1,709	4,733		14,733		14,733
Ukiah City FD	Ukiah Valley	0		15,871	43,950		43,950		
Ukiah Valley FPD	Fire Authority <sup>(2)</sup>	10,000	10,000	17,067	47,261	91,211	57,261	101,211	101,211
Westport VFC		10,000		267	739		10,739		10,739
Whale Gulch VFC		10,000		200	554		10,554		10,554

Totals:

200,000

45%

88,113

244,000

444,000

444,000

## NOTES:

1) Prop 172 allocations above are based on a MCAFD funding formula approved and utilized since fire agency funding began 2016-17.

2) Jointly run departments (JPA's) in Fort Bragg and Ukiah receive only a single Prop 172 basic allotment

3) For context, approved Prop 172 funding history is:

2021-22	444,000	(increase of 11.5% after re-engaging with BOS)
2020-21	398,252	(reduction of 3.3% essentially erasing all funding increases, no consultation)
2019-20	412,000	(reduction of 16% no consultation)
2018-19	488,000	(increase of 0.5% no consultation)
2017-18	485,522	(increased of 22% to include cities in population allotments without reducing funding to other agencies, negotiated)
2016-17	398,000	(initial amount achieved in MCAFD negotiations with BOS)
Total:	2,625,774	

MCAFD - Prop 172 Fire Funding Allocations.xlsx



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4l)**

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**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Funding Allocation Agreement with Fort Bragg Fire Protection Authority in the Amount of \$50,773 to Provide Fire Protection Services to Inhabitants Within the Authority's Boundaries, Effective Upon Full Execution by All Parties through June 30, 2022

**Recommended Action/Motion:**

Approve Funding Allocation Agreement with Fort Bragg Fire Protection Authority in the amount of \$50,773 to provide fire protection services to inhabitants within the Authority's boundaries, effective upon full execution by all parties through June 30, 2022; authorize the Assistant Chief Executive Officer to sign any amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

N/A

**Summary of Request:**

The Board of Supervisors allocated \$444,000 of Prop 172 Funds to the Fire Districts in the June 2021 adopted budget. Amounts to be disbursed are based upon the distribution formula provided by the Mendocino County Association of Fire Districts as shown in Attachment A of the proposed Agreement. The Funding Agreement presented for Board consideration exceeds the Purchasing Agent's authority of \$50,000, and as such, requires Board of Supervisors approval.

**Alternative Action/Motion:**

Return to staff with further direction.

**How Does This Item Support the General Plan?** Yes principle 2.1

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

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**Item #: 4l)**

---

**source of funding:** MS 863113  
**current f/y cost:** \$50,773  
**annual recurring cost:** Unknown  
**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:** 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.



## **COUNTY OF MENDOCINO FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2021, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Fort Bragg Fire Protection Authority, hereinafter referred to as "FIRE AGENCY". The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2022.

WHEREAS, the Fort Bragg Fire Protection Authority, has been identified to provide the inhabitants, within Agency Boundaries, with protection against fire; and

WHEREAS, in 1992 the State of California implemented the Education Revenue Augmentation Fund (ERAF) "shift", which reduced city, county, and some special districts' revenue to provide funding for schools, causing an annual revenue loss to cities and some special districts and over \$14.35 million loss to Mendocino County;

WHEREAS, in an effort to reduce the impact of the ERAF shift the voters of California passed Proposition 172 in 1993, which provides public safety funding to cities and counties that provide police protection, prosecution, corrections, probation, fire protection, and/or coastal life guard services;

WHEREAS, the Mendocino County Board of Supervisors allocated the Proposition 172 revenue to the eligible functions that are provided directly by the County, which are the Sheriff, Jail, District Attorney, and Probation;

WHEREAS, Fire Agency is authorized by law to provide fire protection;

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety;

WHEREAS, Fire Agency has requested funding from the County, through the Mendocino County Association of Fire Districts, for support of fire protection (Attachment A);

WHEREAS, the Mendocino County Board of Supervisors has agreed to appropriate a portion of the total County Proposition 172 public safety sales tax revenue to certain local fire agencies for support of fire protection services in Fiscal Year 2021-22. Local fire agencies are defined as local Government entities or tax exempt 501(c)(3) organizations authorized by California Statutes to provide first response fire, rescue, and EMS public safety services to the general public. Additionally, these agencies must (1) participate in the Mutual Aid Coordinating System and have an assigned MACS ID Agency Designator, and (2) be regularly dispatched by the Emergency 911 dispatch center; and

WHEREAS, the Mendocino County Association of Fire Districts has submitted a distribution formula, to which the Board of Supervisors has agreed and approved, for the appropriation based on a minimum distribution for each Fire Agency plus a variable distribution based on estimated population in the area serviced by the agency.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate a portion of the County's Proposition 172 revenue and other funding, in Fiscal Year 2021-22, to local fire protection agencies as defined above;
2. The County accepts the Mendocino County Association of Fire Districts' distribution formula, as attached hereto, and incorporated herein (refer to Attachment A);
3. The County agrees to make a lump-sum, one-time payment to Fire Agency (for an amount not to exceed Fifty Thousand Seven Hundred Seventy-Three Dollars (\$50,773));
4. The Fire Agency agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire Agency agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2021-22, which includes a clear accounting of where the funding is appropriated in the Fire Agency budget and its intended use. Accounting records of Fire Agency shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required;
6. The term of this agreement shall commence on the date executed by the County, but only for the purposes of providing funding support for fire protection services by the Fire Agency in the current fiscal year;
7. The Fire Agency is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire Agency and County;
8. The Fire Agency agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
9. The Fire Agency 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 Fire Agency's performance or its obligations as a provider of fire protection services, 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 Fire Agency's performance of its obligations as a provider of fire protection services.

10. The Fire Agency shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
11. This agreement may only be modified by written agreement of the parties;
12. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year;
13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing as follows:

To COUNTY: COUNTY OF MENDOCINO  
Executive Office  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

To FIRE AGENCY: Fort Bragg Fire Protection Authority  
141 N Main Street  
Fort Bragg, CA 95437  
ATTN: Joe Sutphin

## IN WITNESS WHEREOF

## DEPARTMENT FISCAL REVIEW:

By: Darcie Antle  
DEPARTMENT HEADDate: 11/03/2021Budgeted: ☒ Yes ☐ No

Budget Unit: 1940

Line Item: 863113

Grant: ☐ Yes ☒ No

Grant No.: N/A

## COUNTY OF MENDOCINO

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

Date: \_\_\_\_\_

## ATTEST:

CARMEL J. ANGELO, Clerk of said Board

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

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

CARMEL J. ANGELO, Clerk of said Board

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

## INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk ManagementDate: 11/03/2021

## CONTRACTOR/COMPANY NAME

By: Steve Clark  
SIGNATUREDate: 11-5-2021

## NAME AND ADDRESS OF CONTRACTOR:

Fort Bragg Fire Protection Authority  
141 N. Main Street  
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 CounselBy: Matthew Kiedrowski  
DeputyDate: 11/04/2021

## EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christopher  
Deputy CEODate: 11/03/2021

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 \_\_\_\_\_

## Attachment A

Fire Funding Allocations <sup>(1)</sup>

2021/22

7/29/21

Approved funding: **\$ 444,000** <== (enter number to auto calculate)

Funding Approved for prior year: 398,252  
 Dollar change from prior year <sup>(3)</sup>: 45,748  
 Percent change from prior year: 11.5%

## --- CALCULATIONS ---

		\$ 200,000 = Total Basic \$		\$ 244,000 = Total Population \$					
calculated amounts ==>		10,000 = Basic amount		2.77 = per capita amount				2021/22	
District/Agency Name	JPA	Basic	JPA's	Population	Population Distrib	JPA's	Totals	JPA's	\$ Allocations
Albion-Little River FPD		10,000		1,392	3,855		13,855		13,855
Anderson Valley CSD		10,000		3,068	8,496		18,496		18,496
Brooktrails CSD		10,000		3,350	9,277		19,277		19,277
Comptche CSD		10,000		501	1,387		11,387		11,387
Covelo FPD		10,000		2,645	7,324		17,324		17,324
Elk CSD		10,000		375	1,038		11,038		11,038
Fort Bragg City FD	Fort Bragg	0		7,250	20,076		20,076		
Fort Bragg Rural FPD	Fire Authority <sup>(2)</sup>	10,000	10,000	7,474	20,697	40,773	30,697	50,773	50,773
Hopland/Sanel V FPD		10,000		1,890	5,234		15,234		15,234
Leggett Valley FPD		10,000		443	1,227		11,227		11,227
Little Lake FPD		10,000		8,807	24,388		34,388		34,388
Long Valley FPD		10,000		2,476	6,856		16,856		16,856
Mendocino FPD		10,000		2,740	7,588		17,588		17,588
Piercy FPD		10,000		126	349		10,349		10,349
Potter Valley CSD		10,000		1,906	5,278		15,278		15,278
Redwood Coast FPD		10,000		1,720	4,763		14,763		14,763
Redwood V-Calpella FD		10,000		6,836	18,930		28,930		28,930
South Coast FPD		10,000		1,709	4,733		14,733		14,733
Ukiah City FD	Ukiah Valley	0		15,871	43,950		43,950		
Ukiah Valley FPD	Fire Authority <sup>(2)</sup>	10,000	10,000	17,067	47,261	91,211	57,261	101,211	101,211
Westport VFC		10,000		267	739		10,739		10,739
Whale Gulch VFC		10,000		200	554		10,554		10,554
Totals:		200,000		88,113	244,000		444,000		444,000
		45%							

## NOTES:

- Prop 172 allocations above are based on a MCAFD funding formula approved and utilized since fire agency funding began 2016-17.
- Jointly run departments (JPA's) in Fort Bragg and Ukiah receive only a single Prop 172 basic allotment
- For context, approved Prop 172 funding history is:
 

2021-22	444,000	(increase of 11.5% after re-engaging with BOS)
2020-21	398,252	(reduction of 3.3% essentially erasing all funding increases, no consultation)
2019-20	412,000	(reduction of 16% no consultation)
2018-19	488,000	(increase of 0.5% no consultation)
2017-18	485,522	(increased of 22% to include cities in population allotments without reducing funding to other agencies, negotiated)
2016-17	398,000	(initial amount achieved in MCAFD negotiations with BOS)
Total:	2,625,774	

MCAFD - Prop 172 Fire Funding Allocations.xlsx



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4m)

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**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with Little Lake Fire Protection District in the Amount of \$20,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase Emergency Medical Services Equipment and Supplies, Effective Upon Full Execution through June 30, 2022

**Recommended Action/Motion:**

Approve Agreement with Little Lake Fire Protection District in the amount of \$20,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase Emergency Medical Services Equipment and Supplies, effective upon full execution through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

April 6, 2021, Item 5(c), acceptance of presentation from Coastal Valleys EMS Agency regarding provision of EMS in Mendocino County and outlining local agency requests for EMS-related projects to be funded with PG&E Disaster Settlement Funds;

August 17, 2021, Item 4(f), acceptance of prioritized spend for projects utilizing PG&E Disaster Settlement Funds, including approval to award \$20,000 to multiple entities throughout Mendocino County (totaling \$300,000) for Non-Transport Emergency Medical Services Equipment and Supplies.

**Summary of Request:**

On August 17, 2021, the Mendocino County Board of Supervisors (BOS) approved a Prioritized Spend related to projects for strategically investing one-time Pacific Gas and Electric (PG&E) disaster settlement funds, and authorized the Assistant Chief Executive Officer to prepare and bring forward the necessary contracts for distribution of funds to non-county agencies. The proposed contract with Little Lake Fire Protection District in the amount of \$20,000 is among the contracts recommended by the County's Local Emergency Medical Services Agency, Coastal Valleys Emergency Medical Services (EMS) Agency, and approved by the BOS on the Prioritized Spend.

Little Lake Fire Protection District is one of twenty-four organizations within Mendocino County to receive PG&E funds to support its provision of Emergency Medical Services (EMS). Fifteen of those organizations, including Little Lake Fire Protection District, provide EMS in a non-transport capacity; the BOS approved each to receive \$20,000 (\$300,000 total). The remaining nine organizations provide EMS that includes

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**Item #: 4m)**

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transporting patients to medical facilities when needed. The BOS approved awards to those organizations based on their specific requests.

Pursuant to the proposed Agreement, Little Lake Fire Protection District will utilize funding to purchase equipment and supplies to support its provision of non-transport EMS in Mendocino County. Award of PG&E funds to organizations providing EMS enhances the County's resiliency and directly facilitates effective response to disaster.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** The project is consistent with the general plan as it provides for the identification and assessment of risks to life, property, and environment and the appropriation of resources.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** PG&E Funds Budget Unit 2910

**current f/y cost:** \$20,000

**annual recurring cost:** N/A

**budget clarification:** N/A

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** No

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

---

**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

**Executed By:** 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:**

2017 WILDFIRE PACIFIC GAS AND ELECTRIC SETTLEMENT FUNDS GRANT  
AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND LITTLE LAKE FIRE  
PROTECTION DISTRICT

This Grant Agreement is made and entered into by and between **THE COUNTY OF MENDOCINO** (County), and **LITTLE LAKE FIRE PROTECTION DISTRICT** (Grantee). The County and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS:

- A. The County wishes to enter into this Agreement with Grantee to provide Grant funds for Grantee to 1) mitigate the effects of disaster, 2) enhance the resiliency to disaster, and/or 3) facilitate effective response to disaster, to benefit the Mendocino County community at large.
- B. The County Board of Supervisors has authorized the award of Grant funds to Grantee to purchase equipment and supplies to support Grantee's provision of non-transport Emergency Medical Services (EMS) in Mendocino County. Grantee's continued provision of EMS services enhances the County's resiliency and directly facilitates effective response to disaster.
- C. In making the authorization identified above, and by its ratification of this agreement, the Mendocino County Board of Supervisors finds that Grantee's use of the Grant funds as permitted under this Agreement will benefit the public within Mendocino County as stated above.

Now, therefore, the Parties agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the County agrees to provide a Grant of funds to Grantee in an amount not to exceed \$20,000 (the "Grant"), to be disbursed as set forth herein. Grantee hereby covenants and agrees to use the Grant as specified in this Agreement, and hereby acknowledges that the failure to perform the obligations of this Agreement or any misuse of the Grant shall be considered a default under this Agreement.

2. Scope of Grant

As a condition of this Grant, Grantee must diligently and in good faith perform the obligations specified herein and as stated in the attached, applicable Schedules.

This Grant Agreement involves the purchase of equipment. 1) A description of the equipment to be purchased, 2) cost of the equipment, 3) source of the



equipment and/or 4) a plan to acquire equipment (including any plan for requests for proposals or bids to be solicited) is attached as Schedule C (Equipment).

### 3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of the obligations under this Agreement in accordance with the conditions herein, including all applicable attached Schedules; and all applicable County regulations and policies, and all applicable state and federal laws.

### 4. Permits and Approvals

If applicable, Grantee shall be responsible for obtaining any and all permits and approvals required for completing the obligations arising under this Agreement. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting completion of this Agreement, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. If applicable, Grantee shall provide copies of permits and approvals to County within 30 days of obtaining them.

### 5. Prevailing Wage

Obligations arising under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the Grantee shall pay prevailing wage to all persons employed in the performance of any part of this Agreement and otherwise comply with all associated requirements and obligations.

The Grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all applicable labor laws.

### 6. Time of Performance

The Grant term shall begin on the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

### 7. Method of Payment

Grantee shall use the Grant funds to perform the obligations agreed to herein and set forth in all applicable attached Schedules. Grant funds shall be provided



by the County to Grantee according to the Disbursement Schedule attached as Schedule F.

All attached Schedules and any other documents submitted in relation to this Agreement (collectively “supporting documentation”) shall be reviewed and approved for payment by the County Grant Agreement Manager in advance of each disbursement. The County shall have sole and absolute discretion to determine the sufficiency of supporting documentation.

#### 8. Designation of Authorized Persons

The County’s Grant Agreement Manager is Darcie Antle, Assistant Chief Executive Officer.

The authorized signor and representative for Grantee is Tony Madrigal, Chairman of the Board.

#### 9. Records and Audit

Grantee shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of Grant related matters such as any benchmarks and obligations arising under this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the County, and all applicable state and/or federal audit requirements. The County shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of 4 years following completion of the Project.

Grantee must make available at Grantee’s office for examination at reasonable intervals and during normal business hours to the County’s representatives for auditing purposes all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The County’s representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for 4 years following completion of all obligations arising under this Agreement.

## 10. Fraud, Waste and Abuse

Grantee must immediately inform the County of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Project or obligations arising under this Agreement.

## 11. Insurance

Unless waived by County, Grantee shall at all times during the term of this Agreement maintain in force those insurance policies and bonds as designated in the attached Schedule G, and will comply with all those requirements as stated therein.

## 12. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless County, and each of County's current and former respective Board Members, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - i. Breach of Grantee's obligations, representations or warranties under this Agreement;
  - ii. Act or failure to act in the course of performance by Grantee under this Agreement;
  - iii. Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - iv. Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent or intentional act, error or omission of Grantee;
- b. For purposes of the preceding subsections (i) through (iv), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, subcontractors, sub-consultants and subgrantees.
- c. The County shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee in the defense thereof to the extent that cooperation does not conflict with County's interests.

- d. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the County and continues at all times thereafter, without regard to any alleged or actual comparative or contributory negligence of any Indemnitee.
- e. All of Grantee's obligations under this Section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- f. Grantee's indemnification obligations set forth in this Section shall not be limited by the County's insurance requirements contained in Schedule G hereof, previously referenced and incorporated herein (unless waived as provided herein), nor by any other provision of this Agreement. The County's liability under this Agreement shall be limited to payment to Grantee in accordance with the terms and conditions of this Agreement, and shall exclude any liability whatsoever for consequential or indirect damages, even if such damages are foreseeable.

### 13. Non-Liability of County

No member, official, officer, director, employee, or agent of the County shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

### 14. Right to Offset Claims for Money

All claims for money due or to become due from the County shall be subject to deduction or offset by the County from any monies due Grantee by reason of any claim or counterclaim arising out of: (a) this Agreement; (b) any purchase order; or (c) any other transaction with Grantee.

### 15. Default

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the obligations arising under this Agreement and as set forth in the supporting documentation;

- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any obligation arising under this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

#### 16. Remedies for Default

The County shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Upon an event of default that has not been cured by Grantee, the County, in its discretion, may take any of the following actions:

- a. Terminate this Agreement, in whole or in part;
- b. Withhold disbursement of Grant funds until the deficiency is cured;
- c. Demand immediate reimbursement of any funds disbursed under this Agreement;
- d. Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of this Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- e. Bar Grantee from future funding by the County; and/or

- f. Pursue any other remedy allowed at law or in equity.

## 17. Litigation

Grantee shall promptly give notice in writing to the County of any litigation pending or threatened against Grantee, or which arises during the term of this Agreement, in which the amount claimed is in excess of \$10,000.00.

## 18. Incorporated Documents

The following Schedules are attached to this Agreement and are incorporated herein by reference:

Schedule A: Scope of Project  
Schedule B: Budget  
Schedule C: Equipment  
Schedule D: Reimbursement  
Schedule E: Supplemental Obligations  
Schedule F: Disbursement Schedule  
Schedule G: Insurance Requirements

## 19. Conflict of Interest

- a. Grantee certifies to the best of Grantee's present knowledge, that no public official of the County who has been involved in the award of this Grant or making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement or Grantee's organization in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest. Grantee warrants and represents, to the best of its present knowledge, that any such public official of Grantee who is an employee or a non-compensated director or officer of Grantee has disqualified himself or herself from participating in the County's decision to make this Grant or Agreement.
- b. Grantee further warrants and represents, to the best of its present knowledge, and excepting any written disclosures as to these matters already made by Grantee to the County, that (1) no public official of the County who has participated in decision making concerning this Grant has used his or her official position to influence decisions regarding this Grant, has an economic interest in Grantee's organization, and (2) the Grant will have no direct or indirect financial effect on said official, the official's

spouse or dependent children, or any of the official's economic interests. Grantee agrees to promptly disclose to the County in writing any information Grantee may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100, et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

- c. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement, if any, a provision governing conflict of interest in substantially the same form set forth herein.

## 20. Relationship of Parties

The relationship of the County and Grantee is solely that of a Grantor and Grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The County does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the project performed under this Agreement. Except as the County may specify in writing, Grantee has no authority to act as an agent of the County or to bind the County to any obligation.

## 21. Warranties

Grantee represents and warrants: (a) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the obligations arising under this Agreement; (b) that it is duly organized, validly existing and in good standing under the laws of the State of California; (c) that it has the full power and authority to undertake the obligations arising under this Agreement; (d) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect Grantee's financial condition or operations, other than those already disclosed to the County; (e) that any descriptions of activities and purchases for which reimbursements are sought under this Grant of funds have been truthfully and fully stated in the appropriate Schedule incorporated herein; and (f) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

## 22. Unavoidable Delay in Performance

The time for performance under this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the County and Grantee.

## 23. Validity of Contracts

This Agreement shall not be binding or of any force or effect until 1) all applicable Schedules are completed and attached, 2) it is approved for form by the Office of County Counsel, 3) it is signed by the County Grant Agreement Manager, 4) it is signed by the authorized County Executive representative, and 5) it is ratified by the County Board of Supervisors.

## 24. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

## 25. Notice

Any notice by one Party to the other(s) required by or regarding this Agreement shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered mail, addressed to recipient as follows:

Grantee: Little Lake Fire Protection District  
PO Box 1269  
Willits, CA 95490  
Attn: Tony Madrigal



County: Mendocino County Executive Office  
501 Low Gap Rd  
Ukiah, CA 95482  
Attn: Principal Administrative Analyst, Disaster Recovery, Fiscal

Any party to this Agreement may change the name or address of representatives for purposes of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

#### 26. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

#### 27. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

#### 28. Waiver

Any waiver by the County of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the County. No waiver shall be implied from any delay or failure by the County to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee shall not be construed as consent to any other act or omission or to waive the requirement for the County's written consent to any other waiver.

#### 29. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any

agreements that are inconsistent with the terms of this Agreement without an express written waiver by the County.

### 30. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then (a) notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect and (b) the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

### 31. Commencement and Completion

- a. It shall be Grantee's responsibility to coordinate and complete the obligations contemplated by this Agreement, including all applicable Schedules, so that commencement and completion will take place in accordance with the requirements of this Agreement.
- b. Any time extension granted by County to Grantee to enable Grantee to complete obligations arising under this Agreement must be in writing by the County and shall not constitute a waiver of rights the County may have under this Agreement.
- c. Should Grantee not complete its obligations arising under this Agreement by the scheduled date or by an extended date, if applicable, the County shall be released from all of its obligations under this Agreement.

### 32. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

### 33. Inconsistency

If there is any inconsistency between this main Agreement and the attached Schedules A, B, C, D, F or G, referenced or attached hereto, the text of the main Agreement shall prevail. If there is any inconsistency between this main Agreement and the attached Schedule E, referenced or attached hereto, the text of the Schedule E shall prevail.

#### 34. Counterparts

This Agreement, as well as any amendments hereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement (and amendment). The parties shall be entitled to electronically sign and transmit this Agreement, as well as any amendments hereto (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement (and amendment) upon request.

#### 35. Approval

If the terms of this Agreement are acceptable to Grantee and the County, sign and date below.

## IN WITNESS WHEREOF

## DEPARTMENT FISCAL REVIEW:

By: Darcie Antle  
Darcie Antle, Assistant Chief Executive Officer

Date: 10/27/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 – DR601

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: Carmel J. Angelo  
Risk Management

Date: 10/27/2021

## CONTRACTOR/COMPANY

By: \_\_\_\_\_  
Tony Madrigal, Chairman of the Board

Date: 11-1-2021

## NAME AND ADDRESS OF CONTRACTOR:

Little Lake Fire Protection District  
PO Box 1269  
Willits, CA 95490

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: 10/27/2021

## EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christina  
Deputy CEO

Date: 10/27/2021

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: District

Schedule A  
Scope of Project

This schedule is not applicable.

[END OF SCHEDULE A]

Schedule B  
Budget

This schedule is not applicable.

[END OF SCHEDULE B]

Schedule C  
Equipment

1. Grantee shall use funds to purchase non-transport Emergency Medical Services (EMS) equipment and supplies for use by the Little Lake Fire Protection District.

[END OF SCHEDULE C]



Schedule D  
Reimbursement

This schedule is not applicable.

[END OF SCHEDULE D]

Schedule E  
Supplemental Obligations

1. Grantee holds sole responsibility for all costs associated with equipment or supplies purchased under this Agreement, including but not limited to costs associated with owning, operating, maintaining, and insuring equipment or supplies.
2. Grantee agrees to follow all local, state, and federal rules, regulations, and laws governing ownership and operation of equipment or supplies purchased under this Agreement.
3. If requested by County, Grantee agrees to provide bidding information or documentation of Grantee's process for selecting vendor(s) or subcontractors utilized for purchases, installations, or other work performed pursuant to this agreement.
4. If requested by County, Grantee agrees to provide reports documenting the status and/or progress of any project or purchase of equipment funded pursuant to this agreement. County and Grantee may also agree to a submission schedule for provision of said reports or other supporting documentation.
5. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a "grant-funded equipment." The grantee shall operate and maintain each grant-funded equipment for its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, the grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment to provide EMS services. Grantee may not sell the equipment without prior approval from the County. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
6. Beginning 12 months after the effective date of this agreement and upon completion thereafter until the project is complete, the grantee shall maintain a dated log reporting the work completed using the grant-funded equipment. The report shall be made available at the request of County.

[END OF SCHEDULE E]

Schedule F  
Disbursement Schedule

1. Upon receipt of invoices, purchase requests, sales receipts, or other County approved documentation verifying purchase, or Grantee's intent to purchase, the equipment or supplies outlined in Schedule C, County will issue funds not to exceed \$20,000 directly to Grantee or, upon Grantee request, directly to a vendor approved by County.
2. If Grantee does not use the full amount of funds allotted for this Agreement to purchase equipment or supplies outlined in Schedule C, Grantee agrees that County will retain the remaining funds.
3. Grantee will submit invoices, purchase requests, sales receipts, or other supporting documentation to County at:

County of Mendocino  
Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Sara Pierce  
Email: [disasterrecovery@mendocinocounty.org](mailto:disasterrecovery@mendocinocounty.org)

4. County may withhold payment of funds until Grantee has filed all reports or supplemental documentation requested by County.

[END OF SCHEDULE F]

Schedule G  
Insurance Requirements

Grantee is not required to furnish certificates of professional or general liability to County pursuant to this Agreement

[END OF SCHEDULE G]



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4n)

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**To:** Board of Supervisors

**From:** Executive Office

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with Little Lake Fire Protection District in the Amount of \$60,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase a Polaris UTV Side-By-Side Rescue Vehicle for Use by the Little Lake Fire Protection District, Effective Upon Signing through June 30, 2022

**Recommended Action/Motion:**

Approve Agreement with Little Lake Fire Protection District in the amount of \$60,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase a Polaris UTV Side-By-Side Rescue Vehicle for Use by the Little Lake Fire Protection District, effective upon signing through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

May 11, 2021, Item 5(b), acceptance of presentation by Brooktrails Fire Department and Little Lake Fire Protection District regarding projects for strategically investing one-time Pacific Gas & Electric Disaster Settlement Funds.

August 17, 2021, Item 4(f), acceptance of prioritized spend for projects utilizing PG&E Disaster Settlement Funds, including approval to award \$60,000 to two entities within Mendocino County (totaling \$120,000) for one-time purchases of Polaris UTV Side-By-Side Rescue Vehicles.

**Summary of Request:**

On August 17, 2021, the Mendocino County Board of Supervisors (BOS) approved a Prioritized Spend related to projects for strategically investing one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds, and authorized the Assistant Chief Executive Officer to prepare and bring forward the necessary contracts for distribution of funds to non-county agencies. The proposed contract with Little Lake Fire Protection District in the amount of \$60,000 is one of two contracts approved for Fire Departments in Willits to purchase UTV Rescue Vehicles (Brooktrails Fire Department and Little Lake Fire Department, listed on the Prioritized Spend under the Brooktrails Fire Department - \$120,000 total).

Pursuant to the proposed Agreement, the Little Lake Fire Protection District will utilize funding to purchase a Polaris UTV Side-By-Side Rescue Vehicle to support emergency response and rescue services in Mendocino County by utilizing it to provide assistance during fires, medical aide, evacuations, and search and rescue.

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**Item #: 4n)**

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Award of PG&E funds to agencies providing these services enhances the County's resiliency and directly facilitates effective response to disaster.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** The project is consistent with the general plan as it provides for the identification and assessment of risks to life, property, and environment and the appropriation of resources.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** PG&E Funds Budget Unit 2910

**current f/y cost:** \$60,000

**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:** 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.

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**Final Status:**Item Status

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

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RECITALS:

- A. The County wishes to enter into this Agreement with Grantee to provide Grant funds for Grantee to 1) mitigate the effects of disaster, 2) enhance the resiliency to disaster, and/or 3) facilitate effective response to disaster, to benefit the Mendocino County community at large.
- B. The County Board of Supervisors has authorized the award of Grant funds to Grantee to purchase a Polaris Utility Task Vehicle (UTV) Side-by-Side Rescue Vehicle. Grantee shall operate purchased UTV primarily in and around Mendocino County to provide assistance during fires, medical aide, evacuations, and search and rescue when needed. Grantee's use of this vehicle to provide these services will enhance the County's resiliency and facilitate more effective response to disaster.
- C. In making the authorization identified above, and by its ratification of this agreement, the Mendocino County Board of Supervisors finds that Grantee's use of the Grant funds as permitted under this Agreement will benefit the public within Mendocino County as stated above.

Now, therefore, the Parties agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the County agrees to provide a Grant of funds to Grantee in an amount not to exceed \$60,000 (the "Grant"), to be disbursed as set forth herein. Grantee hereby covenants and agrees to use the Grant as specified in this Agreement, and hereby acknowledges that the failure to perform the obligations of this Agreement or any misuse of the Grant shall be considered a default under this Agreement.

2. Scope of Grant

As a condition of this Grant, Grantee must diligently and in good faith perform the obligations specified herein and as stated in the attached, applicable Schedules.



This Grant Agreement involves the purchase of equipment. 1) A description of the equipment to be purchased, 2) cost of the equipment, 3) source of the equipment and/or 4) a plan to acquire equipment (including any plan for requests for proposals or bids to be solicited) is attached as Schedule C (Equipment).

### 3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of the obligations under this Agreement in accordance with the conditions herein, including all applicable attached Schedules; and all applicable County regulations and policies, and all applicable state and federal laws.

### 4. Permits and Approvals

If applicable, Grantee shall be responsible for obtaining any and all permits and approvals required for completing the obligations arising under this Agreement. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting completion of this Agreement, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. If applicable, Grantee shall provide copies of permits and approvals to County within 30 days of obtaining them.

### 5. Prevailing Wage

Obligations arising under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the Grantee shall pay prevailing wage to all persons employed in the performance of any part of this Agreement and otherwise comply with all associated requirements and obligations.

The Grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all applicable labor laws.

### 6. Time of Performance

The Grant term shall begin on the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

### 7. Method of Payment

Grantee shall use the Grant funds to perform the obligations agreed to herein and set forth in all applicable attached Schedules. Grant funds shall be provided

by the County to Grantee according to the Disbursement Schedule attached as Schedule F.

All attached Schedules and any other documents submitted in relation to this Agreement (collectively “supporting documentation”) shall be reviewed and approved for payment by the County Grant Agreement Manager in advance of each disbursement. The County shall have sole and absolute discretion to determine the sufficiency of supporting documentation.

#### 8. Designation of Authorized Persons

The County’s Grant Agreement Manager is Darcie Antle, Assistant Chief Executive Officer.

The authorized signor and representative for Grantee is Tony Madrigal, Board Chairman.

#### 9. Records and Audit

Grantee shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of Grant related matters such as any benchmarks and obligations arising under this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the County, and all applicable state and/or federal audit requirements. The County shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of four years following completion of the Project.

Grantee must make available at Grantee’s office for examination (at reasonable intervals and) during normal business hours to the County’s representatives for auditing purposes all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The County’s representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for four years following completion of all obligations arising under this Agreement.

## 10. Fraud, Waste and Abuse

Grantee must immediately inform the County of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Project or obligations arising under this Agreement.

## 11. Insurance

Unless waived by County, Grantee shall at all times during the term of this Agreement maintain in force those insurance policies and bonds as designated in the attached Schedule G, and will comply with all those requirements as stated therein.

## 12. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless County, and each of County's current and former respective Board Members, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - i. Breach of Grantee's obligations, representations or warranties under this Agreement;
  - ii. Act or failure to act in the course of performance by Grantee under this Agreement;
  - iii. Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - iv. Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent or intentional act, error or omission of Grantee;
- b. For purposes of the preceding subsections (i) through (iv), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, subcontractors, sub-consultants and subgrantees.
- c. The County shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee in the defense thereof to the extent that cooperation does not conflict with County's interests.

- d. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the County and continues at all times thereafter, without regard to any alleged or actual comparative or contributory negligence of any Indemnitee.
- e. All of Grantee's obligations under this Section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- f. Grantee's indemnification obligations set forth in this Section shall not be limited by the County's insurance requirements contained in Schedule G hereof, previously referenced and incorporated herein (unless waived as provided herein), nor by any other provision of this Agreement. The County's liability under this Agreement shall be limited to payment to Grantee in accordance with the terms and conditions of this Agreement, and shall exclude any liability whatsoever for consequential or indirect damages, even if such damages are foreseeable.

### 13. Non-Liability of County

No member, official, officer, director, employee, or agent of the County shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

### 14. Right to Offset Claims for Money

All claims for money due or to become due from the County shall be subject to deduction or offset by the County from any monies due Grantee by reason of any claim or counterclaim arising out of: (a) this Agreement; (b) any purchase order; or (c) any other transaction with Grantee.

### 15. Default

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the obligations arising under this Agreement and as set forth in the supporting documentation;

- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any obligation arising under this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

#### 16. Remedies for Default

The County shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Upon an event of default that has not been cured by Grantee, the County, in its discretion, may take any of the following actions:

- a. Terminate this Agreement, in whole or in part;
- b. Withhold disbursement of Grant funds until the deficiency is cured;
- c. Demand immediate reimbursement of any funds disbursed under this Agreement;
- d. Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of this Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;

- e. Bar Grantee from future funding by the County; and/or
- f. Pursue any other remedy allowed at law or in equity.

#### 17. Litigation

Grantee shall promptly give notice in writing to the County of any litigation pending or threatened against Grantee, or which arises during the term of this Agreement, in which the amount claimed is in excess of \$10,000.00.

#### 18. Incorporated Documents

The following Schedules are attached to this Agreement and are incorporated herein by reference:

- Schedule A: Scope of Project
- Schedule B: Budget
- Schedule C: Equipment
- Schedule D: Reimbursement
- Schedule E: Supplemental Obligations
- Schedule F: Disbursement Schedule
- Schedule G: Insurance Requirements

#### 19. Conflict of Interest

- a. Grantee certifies to the best of Grantee's present knowledge, that no public official of the County who has been involved in the award of this Grant or making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement or Grantee's organization in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest. Grantee warrants and represents, to the best of its present knowledge, that any such public official of Grantee who is an employee or a non-compensated director or officer of Grantee has disqualified himself or herself from participating in the County's decision to make this Grant or Agreement.
- b. Grantee further warrants and represents, to the best of its present knowledge, and excepting any written disclosures as to these matters already made by Grantee to the County, that (1) no public official of the County who has participated in decision making concerning this Grant has used his or her official position to influence decisions regarding this Grant, has an economic interest in Grantee's organization, and (2) the Grant will



have no direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. Grantee agrees to promptly disclose to the County in writing any information Grantee may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100, et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

- c. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement, if any, a provision governing conflict of interest in substantially the same form set forth herein.

## 20. Relationship of Parties

The relationship of the County and Grantee is solely that of a Grantor and Grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The County does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the project performed under this Agreement. Except as the County may specify in writing, Grantee has no authority to act as an agent of the County or to bind the County to any obligation.

## 21. Warranties

Grantee represents and warrants: (a) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the obligations arising under this Agreement; (b) that it is duly organized, validly existing and in good standing under the laws of the State of California; (c) that it has the full power and authority to undertake the obligations arising under this Agreement; (d) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect Grantee's financial condition or operations, other than those already disclosed to the County; (e) that any descriptions of activities and purchases for which reimbursements are sought under this Grant of funds have been truthfully and fully stated in the appropriate Schedule incorporated herein; and (f) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.



## 22. Unavoidable Delay in Performance

The time for performance under this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within ten (10) calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the County and Grantee.

## 23. Validity of Contracts

This Agreement shall not be binding or of any force or effect until 1) all applicable Schedules are completed and attached, 2) it is approved for form by the Office of County Counsel, 3) it is signed by the County Grant Agreement Manager, 4) it is signed by the authorized County Executive representative, and 5) it is ratified by the County Board of Supervisors.

## 24. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

## 25. Notice

Any notice by one Party to the other(s) required by or regarding this Agreement shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered mail, addressed to recipient as follows:

Grantee: Little Lake Fire Protection District  
1575 Baechtel Rd  
Willits, CA 95490  
Attn: Tony Madrigal

County: Mendocino County Executive Office  
501 Low Gap Rd  
Ukiah, CA 95482

Attn: Principal Administrative Analyst, Disaster Recovery, Fiscal

Any party to this Agreement may change the name or address of representatives for purposes of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

#### 26. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

#### 27. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

#### 28. Waiver

Any waiver by the County of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the County. No waiver shall be implied from any delay or failure by the County to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee shall not be construed as consent to any other act or omission or to waive the requirement for the County's written consent to any other waiver.

#### 29. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the County.

### 30. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then (a) notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect and (b) the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

### 31. Commencement and Completion

- a. It shall be Grantee's responsibility to coordinate and complete the obligations contemplated by this Agreement, including all applicable Schedules, so that commencement and completion will take place in accordance with the requirements of this Agreement.
- b. Any time extension granted by County to Grantee to enable Grantee to complete obligations arising under this Agreement must be in writing by the County and shall not constitute a waiver of rights the County may have under this Agreement.
- c. Should Grantee not complete its obligations arising under this Agreement by the scheduled date or by an extended date, if applicable, the County shall be released from all of its obligations under this Agreement.

### 32. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

### 33. Inconsistency

If there is any inconsistency between this main Agreement and the attached Schedules A, B, C, D, F, or G, referenced or attached hereto, the text of the main Agreement shall prevail. If there is any inconsistency between this main Agreement and the attached Schedule E, referenced or attached hereto, the text of the Schedule E shall prevail.

#### 34. Counterparts

This Agreement, as well as any amendments hereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement (and amendment). The parties shall be entitled to electronically sign and transmit this Agreement, as well as any amendments hereto (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement (and amendment) upon request.

#### 35. Approval

If the terms of this Agreement are acceptable to Grantee and the County, sign and date below.

## IN WITNESS WHEREOF

## DEPARTMENT FISCAL REVIEW:

By: Darcie Antle

Darcie Antle, Assistant CEO

Date: 10/28/2021Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 – DR606

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: Carmel J. Angelo

Risk Management

Date: 10/28/2021

## CONTRACTOR/COMPANY NAME

By: Tony Madrigal

Tony Madrigal, Board Chairman

Date: 11-2-2021

## NAME AND ADDRESS OF CONTRACTOR:

Little Lake Fire Protection District1575 Baechtel RdWillits, CA 95490707-459-6271

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: Matthew Kiedrowski

Deputy

Date: 10/28/2021

## EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christina

Deputy CEO

Date: 10/28/2021

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

Exception to Bid Process Required/Completed ☒ N/AMendocino County Business License: Valid ☐Exempt Pursuant to MCC Section Fire District

## Schedule A – Scope of Project

This schedule is not applicable.

[END of Schedule A]

## Schedule B – Budget

This schedule is not applicable.

[END of Schedule B]



### Schedule C – Equipment

1. Grantee shall use funds in an amount not to exceed \$60,000 to purchase a Polaris Utility Task Vehicle (UTV) Side-By-Side Rescue Vehicle for use by the Little Lake Fire District.
2. Grantee shall operate purchased UTV primarily in and around Mendocino County to provide assistance during fires, medical aide, evacuations, and search and rescue when needed.

[END of Schedule C]

## Schedule D – Reimbursement

This schedule is not applicable.

[END of Schedule D]

### Schedule E – Supplemental Obligations

1. Grantee holds sole responsibility for all costs associated with equipment or supplies purchased under this Agreement, including but not limited to costs associated with owning, operating, maintaining, and insuring equipment or supplies.
2. Grantee agrees to follow all local, state, and federal rules, regulations, and laws governing ownership and operation of equipment or supplies purchased under this Agreement.
3. Grantee is solely responsible for purchase costs in excess of \$60,000.
4. If requested by County, Grantee agrees to provide bidding information or documentation of Grantee's process for selecting vendor(s) or subcontractors utilized for purchases, installations, or other work performed pursuant to this agreement.
5. If requested by County, Grantee agrees to provide reports documenting the status and/or progress of any project or purchase of equipment funded pursuant to this agreement. County and Grantee will agree upon a submission schedule for provision of said reports or other supporting documentation.
6. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a "grant-funded equipment." The grantee shall operate and maintain each grant-funded equipment for its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, the grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment to provide emergency assistance during disasters. Grantee may not sell the equipment without prior approval from the County. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
7. Beginning 12 months after the effective date of this agreement and upon completion thereafter until the project is complete, the grantee shall maintain a dated log reporting the work completed using the grant-funded equipment. The report shall be made available at the request of County.

[END of Schedule E]

#### Schedule F – Disbursement Schedule

1. Upon receipt of invoices, purchase requests, sales receipts, or other County approved documentation verifying purchase, or Grantee's intent to purchase, the equipment or supplies outlined in Schedule C, County will issue funds not to exceed \$60,000 directly to Grantee or, upon Grantee request, directly to a vendor approved by County.
2. If Grantee does not use the full amount of funds allotted for this Agreement to purchase equipment or supplies outlined in Schedule C, Grantee agrees that County will retain the remaining funds.
3. Grantee will submit invoices, purchase requests, sales receipts, or other supporting documentation to County at:

County of Mendocino  
Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Sara Pierce  
Email: [disasterrecovery@mendocinocounty.org](mailto:disasterrecovery@mendocinocounty.org)

4. County may withhold payment of funds until Grantee has filed all reports or supplemental documentation requested by County.

[END of Schedule F]

### Schedule G – Insurance Requirements

Grantee is not required to furnish certificates of professional or general liability to County pursuant to this Agreement.

[END of Schedule G]



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 40)**

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**To: Board of Supervisors**

**From: Executive Office**

**Meeting Date:** November 16, 2021

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with Brooktrails Township Community Services District in the Amount of \$60,000 from One-Time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to Purchase a Polaris UTV Side-By-Side Rescue Vehicle for Use by the Brooktrails Fire Department, Effective Upon Signing through June 30, 2022

**Recommended Action/Motion:**

Approve Agreement with Brooktrails Township Community Services District in the amount of \$60,000 from one-time Pacific Gas and Electric (PG&E) Disaster Settlement Funds to purchase a Polaris UTV Side-By-Side Rescue Vehicle for Use by the Brooktrails Fire Department, effective upon signing through June 30, 2022; authorize the Assistant Chief Executive Officer to sign amendments that do not increase the total contracted amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

May 11, 2021, Item 5(b), acceptance of presentation by Brooktrails Fire Department and Little Lake Fire Protection District regarding projects for strategically investing one-time Pacific Gas & Electric Disaster Settlement Funds.

August 17, 2021, Item 4(f), acceptance of prioritized spend for projects utilizing PG&E Disaster Settlement Funds, including approval to award \$60,000 to two entities within Mendocino County (totaling \$120,000) for one-time purchases of Polaris UTV Side-By-Side Rescue Vehicles.

**Summary of Request:**

On August 17, 2021, the Mendocino County Board of Supervisors (BOS) approved a Prioritized Spend related to projects for strategically investing one-time Pacific Gas and Electric (PG&E) disaster settlement funds, and authorized the Assistant Chief Executive Officer to prepare and bring forward the necessary contracts for distribution of funds to non-county agencies. The proposed contract with Brooktrails Township Community Services District in the amount of \$60,000 is one of two contracts approved for Fire Departments in Willits to purchase UTV Rescue Vehicles (Brooktrails Fire Department and Little Lake Fire Department, listed on the Prioritized Spend under the Brooktrails Fire Department - \$120,000 total).

Pursuant to the proposed Agreement, the Brooktrails Fire Department will utilize funding to purchase a

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**Item #: 40)**

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Polaris UTV Side-By-Side Rescue Vehicle to support emergency response and rescue services in Mendocino County by utilizing it to provide assistance during fires, medical aide, evacuations, and search and rescue. Award of PG&E funds to agencies providing these services enhances the County's resiliency and directly facilitates effective response to disaster.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** The project is consistent with the general plan as it provides for the identification and assessment of risks to life, property, and environment and the appropriation of resources.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** PG&E Funds Budget Unit 2910

**current f/y cost:** \$60,000

**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:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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.



2017 WILDFIRE PACIFIC GAS AND ELECTRIC SETTLEMENT FUNDS GRANT  
AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND **BROOKTRAILS  
TOWNSHIP COMMUNITY SERVICES DISTRICT**

This Grant Agreement is made and entered into by and between THE COUNTY OF MENDOCINO (County), and **BROOKTRAILS TOWNSHIP COMMUNITY SERVICES DISTRICT** (Grantee). The County and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS:

- A. The County wishes to enter into this Agreement with Grantee to provide Grant funds for Grantee to 1) mitigate the effects of disaster, 2) enhance the resiliency to disaster, and/or 3) facilitate effective response to disaster, to benefit the Mendocino County community at large.
- B. The County Board of Supervisors has authorized the award of Grant funds to Grantee for the one-time purchase of a Polaris UTV Side-By-Side Rescue Vehicle. Grantee shall operate purchased UTV primarily in and around Mendocino County to provide assistance during fires, medical aide, evacuations, and search and rescue when needed. Grantee's use of this vehicle to provide these services will enhance the County's resiliency and facilitate a more effective response to disaster.
- C. In making the authorization identified above, and by its ratification of this agreement, the Mendocino County Board of Supervisors finds that Grantee's use of the Grant funds as permitted under this Agreement will benefit the public within Mendocino County as stated above.

Now, therefore, the Parties agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the County agrees to provide a Grant of funds to Grantee in an amount not to exceed \$60,000 (the "Grant"), to be disbursed as set forth herein. Grantee hereby covenants and agrees to use the Grant as specified in this Agreement, and hereby acknowledges that the failure to perform the obligations of this Agreement or any misuse of the Grant shall be considered a default under this Agreement.

2. Scope of Grant

As a condition of this Grant, Grantee must diligently and in good faith perform the obligations specified herein and as stated in the attached, applicable Schedules.

This Grant Agreement involves the purchase of equipment. 1) A description of the equipment to be purchased, 2) cost of the equipment, 3) source of the equipment and/or 4) a plan to acquire equipment (including any plan for requests for proposals or bids to be solicited) is attached as Schedule C (Equipment).

### 3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of the obligations under this Agreement in accordance with the conditions herein, including all applicable attached Schedules; and all applicable County regulations and policies, and all applicable state and federal laws.

### 4. Permits and Approvals

If applicable, Grantee shall be responsible for obtaining any and all permits and approvals required for completing the obligations arising under this Agreement. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting completion of this Agreement, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. If applicable, Grantee shall provide copies of permits and approvals to County within 30 days of obtaining them.

### 5. Prevailing Wage

Obligations arising under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the Grantee shall pay prevailing wage to all persons employed in the performance of any part of this Agreement and otherwise comply with all associated requirements and obligations.

The Grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all applicable labor laws.

### 6. Time of Performance

The Grant term shall begin on the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

## 7. Method of Payment

Grantee shall use the Grant funds to perform the obligations agreed to herein and set forth in all applicable attached Schedules. Grant funds shall be provided by the County to Grantee according to the Disbursement Schedule attached as Schedule F.

All attached Schedules and any other documents submitted in relation to this Agreement (collectively “supporting documentation”) shall be reviewed and approved for payment by the County Grant Agreement Manager in advance of each disbursement. The County shall have sole and absolute discretion to determine the sufficiency of supporting documentation.

## 8. Designation of Authorized Persons

The County’s Grant Agreement Manager is Darcie Antle, Assistant Chief Executive Officer.

The authorized signor and representative for Grantee is Tamara Alaniz, General Manager.

## 9. Records and Audit

Grantee shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of Grant related matters such as any benchmarks and obligations arising under this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the County, and all applicable state and/or federal audit requirements. The County shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of 4 years following completion of the Project.

Grantee must make available at Grantee’s office for examination (at reasonable intervals and) during normal business hours to the County’s representatives for auditing purposes all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The County’s representatives may make audits of any conditions relating to this Agreement throughout the term of this

Agreement and for 4 years following completion of all obligations arising under this Agreement.

#### 10. Fraud, Waste and Abuse

Grantee must immediately inform the County of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Project or obligations arising under this Agreement.

#### 11. Insurance

Unless waived by County, Grantee shall at all times during the term of this Agreement maintain in force those insurance policies and bonds as designated in the attached Schedule G, and will comply with all those requirements as stated therein.

#### 12. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless County, and each of County's current and former respective Board Members, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - i. Breach of Grantee's obligations, representations or warranties under this Agreement;
  - ii. Act or failure to act in the course of performance by Grantee under this Agreement;
  - iii. Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
  - iv. Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent or intentional act, error or omission of Grantee;
- b. For purposes of the preceding subsections (i) through (iv), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, subcontractors, sub-consultants and subgrantees.

- c. The County shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee in the defense thereof to the extent that cooperation does not conflict with County's interests.
- d. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the County and continues at all times thereafter, without regard to any alleged or actual comparative or contributory negligence of any Indemnatee.
- e. All of Grantee's obligations under this Section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- f. Grantee's indemnification obligations set forth in this Section shall not be limited by the County's insurance requirements contained in Schedule G hereof, previously referenced and incorporated herein (unless waived as provided herein), nor by any other provision of this Agreement. The County's liability under this Agreement shall be limited to payment to Grantee in accordance with the terms and conditions of this Agreement, and shall exclude any liability whatsoever for consequential or indirect damages, even if such damages are foreseeable.

### 13. Non-Liability of County

No member, official, officer, director, employee, or agent of the County shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

### 14. Right to Offset Claims for Money

All claims for money due or to become due from the County shall be subject to deduction or offset by the County from any monies due Grantee by reason of any claim or counterclaim arising out of: (a) this Agreement; (b) any purchase order; or (c) any other transaction with Grantee.

### 15. Default

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the obligations arising under this Agreement and as set forth in the supporting documentation;
- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents; and/or
- c. Substantial failure by Grantee to observe and perform any obligation arising under this Agreement.

#### 16. Remedies for Default

The County shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than 60 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Upon an event of default that has not been cured by Grantee, the County, in its discretion, may take any of the following actions:

- a. Terminate this Agreement, in whole or in part;
- b. Withhold disbursement of Grant funds until the deficiency is cured;
- c. Demand immediate reimbursement of any funds disbursed under this Agreement;
- d. Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of this Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- e. Bar Grantee from future funding by the County; and/or
- f. Pursue any other remedy allowed at law or in equity.

## 17. Litigation

Grantee shall promptly give notice in writing to the County of any litigation pending or threatened against Grantee, or which arises during the term of this Agreement, in which the amount claimed is in excess of \$10,000.00.

## 18. Incorporated Documents

The following Schedules are attached to this Agreement and are incorporated herein by reference:

Schedule A: Scope of Project  
Schedule B: Budget  
Schedule C: Equipment  
Schedule D: Reimbursement  
Schedule E: Supplemental Obligations  
Schedule F: Disbursement Schedule  
Schedule G: Insurance Requirements

## 19. Conflict of Interest

- a. Grantee certifies to the best of Grantee's present knowledge, that no public official of the County who has been involved in the award of this Grant or making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement or Grantee's organization in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest. Grantee warrants and represents, to the best of its present knowledge, that any such public official of Grantee who is an employee or a non-compensated director or officer of Grantee has disqualified himself or herself from participating in the County's decision to make this Grant or Agreement.
- b. Grantee further warrants and represents, to the best of its present knowledge, and excepting any written disclosures as to these matters already made by Grantee to the County, that (1) no public official of the County who has participated in decision making concerning this Grant has used his or her official position to influence decisions regarding this Grant, has an economic interest in Grantee's organization, and (2) the Grant will have no direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. Grantee agrees to promptly disclose to the County in writing any



information Grantee may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100, et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).

- c. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement, if any, a provision governing conflict of interest in substantially the same form set forth herein.

## 20. Relationship of Parties

The relationship of the County and Grantee is solely that of a Grantor and Grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The County does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the project performed under this Agreement. Except as the County may specify in writing, Grantee has no authority to act as an agent of the County or to bind the County to any obligation.

## 21. Warranties

Grantee represents and warrants: (a) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the obligations arising under this Agreement; (b) that it is duly organized, validly existing and in good standing under the laws of the State of California; (c) that it has the full power and authority to undertake the obligations arising under this Agreement; (d) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect Grantee's financial condition or operations, other than those already disclosed to the County; (e) that any descriptions of activities and purchases for which reimbursements are sought under this Grant of funds have been truthfully and fully stated in the appropriate Schedule incorporated herein; and (f) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

## 22. Unavoidable Delay in Performance

The time for performance under this Agreement by either Party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: War; insurrection; strikes; lock-outs; riots; floods;

earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within five (5) business days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the County and Grantee.

## 23. Validity of Contracts

This Agreement shall not be binding or of any force or effect until 1) all applicable Schedules are completed and attached, 2) it is approved for form by the Office of County Counsel, 3) it is signed by the County Grant Agreement Manager, 4) it is signed by the authorized County Executive representative, 5) it is signed and approved by the Grantee, and 6) it is ratified by the County Board of Supervisors.

## 24. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions preempted by federal law or expressly governed by federal law.

## 25. Notice

Any notice by one Party to the other(s) required by or regarding this Agreement shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered mail, addressed to recipient as follows:

Grantee: Brooktrails Township Community Services District  
24860 Birch St.  
Willits, CA 95490  
Attn: General Manager, Tamara Alaniz

County: Mendocino County Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Principal Administrative Analyst, Disaster Recovery, Fiscal

Any party to this Agreement may change the name or address of representatives for purposes of this Notice Section by providing written notice to all other parties ten (10) business days before the change is deemed effective.

## 26. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

## 27. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

## 28. Waiver

Any waiver by the County of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the County. No waiver shall be implied from any delay or failure by the County to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee shall not be construed as consent to any other act or omission or to waive the requirement for the County's written consent to any other waiver.

## 29. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the County.

## 30. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then (a) notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions

of this Agreement or the application of this Agreement to other situations shall remain in full force and effect and (b) the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

### 31. Commencement and Completion

- a. It shall be Grantee's responsibility to coordinate and complete the obligations contemplated by this Agreement, including all applicable Schedules, so that commencement and completion will take place in accordance with the requirements of this Agreement.
- b. Any time extension granted by County to Grantee to enable Grantee to complete obligations arising under this Agreement must be in writing by the County and shall not constitute a waiver of rights the County may have under this Agreement.
- c. Should Grantee not complete its obligations arising under this Agreement by the scheduled date or by an extended date, if applicable, the County shall be released from all of its obligations under this Agreement.

### 32. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

### 33. Inconsistency

If there is any inconsistency between this main Agreement and the attached Schedules A, B, C, D, F or G, referenced or attached hereto, the text of the main Agreement shall prevail. If there is any inconsistency between this main Agreement and the attached Schedule E, referenced or attached hereto, the text of the Schedule E shall prevail.

### 34. Counterparts

This Agreement, as well as any amendments hereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement (and amendment). The parties shall be entitled to electronically sign and transmit this Agreement, as well as any amendments hereto (whether by facsimile, PDF or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed.

Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement (and amendment) upon request.

### 35. Approval

If the terms of this Agreement are acceptable to Grantee and the County, sign and date below.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Darcie Antle  
Darcie Antle, Assistant Chief Executive Officer

Date: 10/28/2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189 – DR606

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: Carmel J. Angelo  
Risk Management

Date: 10/28/2021

**CONTRACTOR/COMPANY**

By: Tamara Alaniz  
Tamara Alaniz, General Manager

Date: 11/01/2021

**NAME AND ADDRESS OF CONTRACTOR:**

Brooktrails Township Community Services  
District 24860 Birch St.  
Willits, CA 95490  
707-459-4441

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: 10/28/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Chris [Signature]  
Deputy CEO

Date: 10/28/2021

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

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Fire Department

Schedule A  
Scope of Project

This schedule is not applicable.

[END OF SCHEDULE A]



Schedule B  
Budget

This schedule is not applicable.

[END OF SCHEDULE B]

Schedule C  
Equipment

1. Grantee shall use funds in an amount not to exceed \$60,000 to purchase a Polaris Utility Task Vehicle (UTV) Side-By-Side Rescue Vehicle from Derotic Emergency Equipment for use by the Brooktrails Fire Department.
2. Grantee shall operate purchased UTV primarily in and around Mendocino County to provide assistance during fires, medical aide, evacuations, and search and rescue when needed.

[END OF SCHEDULE C]

Schedule D  
Reimbursement

This schedule is not applicable.

[END OF SCHEDULE D]

Schedule E  
Supplemental Obligations

1. Grantee is solely responsible for purchase costs in excess of \$60,000.
2. Grantee holds sole responsibility for all costs associated with equipment or supplies purchased under this Agreement, including but not limited to costs associated with owning, operating, maintaining, and insuring equipment or supplies.
3. Grantee agrees to follow all local, state, and federal rules, regulations, and laws governing ownership and operation of equipment or supplies purchased under this Agreement.
4. If requested by County, Grantee agrees to provide bidding information or documentation of Grantee's process for selecting vendor(s) or subcontractors utilized for purchases, installations, or other work performed pursuant to this agreement.
5. If requested by County, Grantee agrees to provide reports documenting the status and/or progress of any project or purchase of equipment funded pursuant to this agreement. County and Grantee may also agree to a submission schedule for provision of said reports or other supporting documentation.
6. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a "grant-funded equipment." The grantee shall operate and maintain each grant-funded equipment for its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment's useful life, the grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment to provide emergency assistance during disasters. Grantee may not sell the equipment without prior approval from the County. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
7. Beginning 12 months after the effective date of this agreement and upon completion thereafter until the project is complete, the grantee shall maintain a dated log reporting the work completed using the grant-funded equipment. The report shall be made available at the request of County.

[END OF SCHEDULE E]

Schedule F  
Disbursement Schedule

1. Upon receipt of invoices, purchase requests, sales receipts, or other County approved documentation verifying purchase, or Grantee's intent to purchase, the equipment or supplies outlined in Schedule C, County will issue funds not to exceed \$60,000 directly to Grantee or, upon Grantee request, directly to a vendor approved by County.
2. If Grantee does not use the full amount of funds allotted for this Agreement to purchase equipment or supplies outlined in Schedule C, Grantee agrees that County will retain the remaining funds.
3. Grantee will submit invoices, purchase requests, sales receipts, or other supporting documentation to County at:

County of Mendocino  
Executive Office  
501 Low Gap Rd, Room 1010  
Ukiah, CA 95482  
Attn: Sara Pierce  
Email: [disasterrecovery@mendocinocounty.org](mailto:disasterrecovery@mendocinocounty.org)

4. County may withhold payment of funds until Grantee has filed all reports or supplemental documentation requested by County.

[END OF SCHEDULE F]

Schedule G  
Insurance Requirements

Grantee is not required to furnish certificates of professional or general liability to County pursuant to this Agreement.

[END OF SCHEDULE G]



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4p)

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**To:** Board of Supervisors

**From:** Assessor/Clerk-Recorder

**Meeting Date:** November 16, 2021

**Department Contact:** Katrina Bartolomie

**Phone:** 707 234-6822

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Appointments-In-Lieu of Elections for the November 2<sup>nd</sup>, 2021 Consolidated Special District Election for the Laytonville County Water District, Caspar South Water District and Pacific Reefs Water District; and Further Authorize Additional Appointments of Qualified Persons be Made for Those Districts that Did Not Have the Sufficient Number of Candidates

**Recommended Action/Motion:**

Approve Appointments-In-Lieu of Election for the November 2<sup>nd</sup>, 2021 consolidated special district election for the Laytonville County Water District, Caspar South Water District and Pacific Reefs Water District; and further authorize additional appointments of qualified persons be made for those districts that did not have the sufficient number of candidates.

**Previous Board/Board Committee Actions:**

The Board regularly approves appointments in lieu of election.

**Summary of Request:**

No candidates completed their declaration of candidacy during the filing period for the Laytonville County Water District, Caspar South Water District and the Pacific Reefs Water District. The Board of Supervisors may make appointments in lieu of election for electors residing within the boundaries of the Laytonville County Water District, Caspar South Water District and the Pacific Reefs Water District to fill vacant positions. With this item authorizing appointments in lieu of election, it is anticipated that applicants will be reaching out directly to the County for consideration of appointment.

**Alternative Action/Motion:**

Provide direction to staff or take no action. If the Board takes no action by December 3, the Board will lose its authority to make a full appointment and the local district must then make an appointment for a partial term.

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

**Supervisory District:** All

**vote requirement:** Majority



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**Item #: 4p)**

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**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:** Cherie Johnson, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

**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.

**CERTIFICATE  
(SECTION 10515 E.C.)**

**TO THE HONORABLE BOARD OF SUPERVISORS  
COUNTY OF MENDOCINO**

I, **KATRINA BARTOLOMIE, ASSESSOR-COUNTY CLERK-RECORDER**, do hereby certify that at 5:00 p.m. on **AUGUST 12, 2021** the number of nominees did not exceed the number of offices to be filled and that no petition requesting a special election in the **LAYTONVILLE COUNTY WATER DISTRICT II** was filed with the County Clerk.

**NOW THEREFORE**, pursuant to Election Code 10515 (a), the following persons have filed their declaration of candidacy papers and are required to be appointed prior to **DECEMBER 3, 2021** to the terms as shown:

Term to begin December 3, 2021 at noon and end the first Friday in December of 2025.

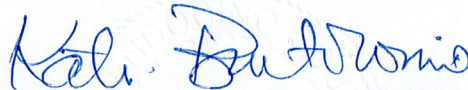
**No Candidates Filed a Declaration of Candidacy**

The Board of Supervisors can make additional appointments in lieu of election for electors residing within the boundaries of the above districts to fill positions to the terms beginning and ending as follows:

- ☐ 3 electors residing within the boundaries of the above district to serve the term beginning December 3, 2021 at noon and ends the first Friday in December, 2025.
- ☐ 2 electors residing within the boundaries of the above district to serve the term beginning December 3, 2021 at noon and ends the first Friday in December, 2023..

**WITNESS MY HAND AND OFFICIAL SEAL THIS 2<sup>nd</sup> DAY OF November, 2021.**

(SEAL)



KATRINA BARTOLOMIE, County Clerk  
in and for the County of Mendocino  
State of California

cc: District Secretary

**CERTIFICATE  
(SECTION 10515 E.C.)**

**TO THE HONORABLE BOARD OF SUPERVISORS  
COUNTY OF MENDOCINO**

I, **KATRINA BARTOLOMIE, ASSESSOR-COUNTY CLERK-RECORDER**, do hereby certify that at 5:00 p.m. on **AUGUST 12, 2021** the number of nominees did not exceed the number of offices to be filled and that no petition requesting a special election in the **CASPAR SOUTH WATER DISTRICT II** was filed with the County Clerk.

**NOW THEREFORE**, pursuant to Election Code 10515 (a), the following persons have filed their declaration of candidacy papers and are required to be appointed prior to **DECEMBER 3, 2021** to the terms as shown:

Term to begin December 3, 2021 at noon and end the first Friday in December of 2025.

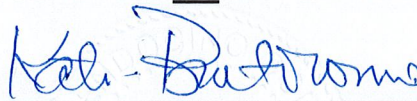
**No Candidates Filed a Declaration of Candidacy**

The Board of Supervisors can make additional appointments in lieu of election for electors residing within the boundaries of the above districts to fill positions to the terms beginning and ending as follows:

- ☐ 3 electors residing within the boundaries of the above district to serve the term beginning December 3, 2021 at noon and ends the first Friday in December, 2025.
- ☐ 1 electors residing within the boundaries of the above district to serve the term beginning December 3, 2021 at noon and ends the first Friday in December, 2023..

**WITNESS MY HAND AND OFFICIAL SEAL THIS 2<sup>nd</sup> DAY OF November, 2021.**

(SEAL)

  
\_\_\_\_\_  
KATRINA BARTOLOMIE, County Clerk  
in and for the County of Mendocino  
State of California

cc: District Secretary



**CERTIFICATE  
(SECTION 10515 E.C.)**

**TO THE HONORABLE BOARD OF SUPERVISORS  
COUNTY OF MENDOCINO**

I, **KATRINA BARTOLOMIE, ASSESSOR-COUNTY CLERK-RECORDER**, do hereby certify that at 5:00 p.m. on **AUGUST 12, 2021** the number of nominees did not exceed the number of offices to be filled and that no petition requesting a special election in the **PACIFIC REFFS WATER DISTRICT II** was filed with the County Clerk.

**NOW THEREFORE**, pursuant to Election Code 10515 (a), the following persons have filed their declaration of candidacy papers and are required to be appointed prior to **DECEMBER 3, 2021** to the terms as shown:

Term to begin December 3, 2021 at noon and end the first Friday in December of 2025.

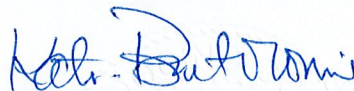
**No Candidates Filed a Declaration of Candidacy**

The Board of Supervisors can make additional appointments in lieu of election for electors residing within the boundaries of the above districts to fill positions to the terms beginning and ending as follows:

- ☐ 3 electors residing within the boundaries of the above district to serve the term beginning December 3, 2021 at noon and ends the first Friday in December, 2025.

**WITNESS MY HAND AND OFFICIAL SEAL THIS 2<sup>nd</sup> DAY OF November, 2021.**

(SEAL)



KATRINA BARTOLOMIE, County Clerk  
in and for the County of Mendocino  
State of California

cc: District Secretary

NOV 8 '21 PM3:48  
REC'D BOARD OF SUPERVI

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

November 3, 2021

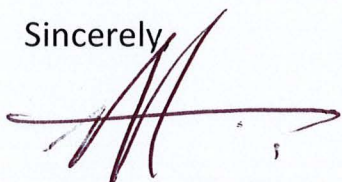
Re: Appointment to Pacific Reefs Water District

Dear Supervisors,

I would like to be appointed in lieu of election for the Pacific Reefs Water District Board. The term will last until 2025.

Feel free to contact me if you need any additional information

Sincerely,

A handwritten signature in dark ink, appearing to be 'R. Franceschini', with a long horizontal stroke extending to the right.

Robert S. Franceschini  
Pacific Reefs Water District Board Member

November 2, 2021

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

Re: Appointment to Pacific Reefs Water District Board

Dear Supervisors,

I would like to be appointed in lieu of election for the Pacific Reefs Water District Board. The term will last until 2025.

Feel free to contact me if you need any additional information.



Jeannette Rasker  
PRWD Board Member

November 3, 2021

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

Re: Appointment to Pacific Reefs Water District Board

Dear Supervisors,

I would like to be appointed in lieu of election for the Pacific Reefs Water District Board. The term will last until 2025.

Feel free to contact me if you need any additional information.

Howard Pines

11/03/2021

Howard Pines  
PRWD Board Member



November 10, 2021

To: John Haschak  
Supervisor, 3<sup>rd</sup> District  
County of Mendocino

Subject: BOS Appointment To Laytonville County Water District Board of Directors

Dear Mr. Haschak,


I am a registered voter in Mendocino County and reside within the boundaries of the Laytonville County Water District (LCWD).

I am also a long-time incumbent on the LCWD Board of Directors.

I am requesting that the Mendocino County Board of Supervisors appoint me to a 4-year term on the LCWD Board of Directors.

Thank you for your consideration of this matter.

Sincerely,

  
Michael Davis  
Laytonville, CA

November 10, 2021

To: John Haschak  
Supervisor, 3<sup>rd</sup> District  
County of Mendocino

Subject: BOS Appointment To Laytonville County Water District Board of Directors

Dear Mr. Haschak,

I am a registered voter in Mendocino County and reside within the boundaries of the Laytonville County Water District (LCWD).

I am also a long-time incumbent on the LCWD Board of Directors.

I am requesting that the Mendocino County Board of Supervisors appoint me to a 4-year term on the LCWD Board of Directors.

Thank you for your consideration of this matter.

Sincerely,

*Tim Henry by JH*

Tim Henry  
Laytonville, CA

November 10, 2021

To: John Haschak  
Supervisor, 3<sup>rd</sup> District  
County of Mendocino

Subject: BOS Appointment To Laytonville County Water District Board of Directors

Dear Mr. Haschak,

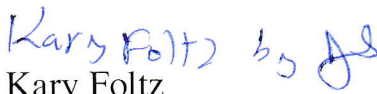
I am a registered voter in Mendocino County and reside within the boundaries of the Laytonville County Water District (LCWD).

I am also a long-time incumbent on the LCWD Board of Directors.

I am requesting that the Mendocino County Board of Supervisors appoint me to a 4-year term on the LCWD Board of Directors.

Thank you for your consideration of this matter.

Sincerely,

  
Kary Foltz  
Laytonville, CA

November 10, 2021

To: John Haschak  
Supervisor, 3<sup>rd</sup> District  
County of Mendocino

Subject: BOS Appointment To Laytonville County Water District Board of Directors

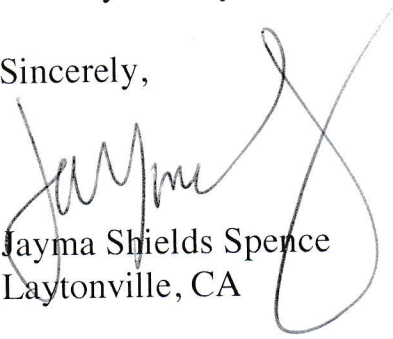
Dear Mr. Haschak,

I am a registered voter in Mendocino County and reside within the boundaries of the Laytonville County Water District (LCWD).

I am requesting that the Mendocino County Board of Supervisors appoint me to a 2-year term on the LCWD Board of Directors.

Thank you for your consideration of this matter.

Sincerely,



Jayma Shields Spence  
Laytonville, CA

November 10, 2021

To: John Haschak  
Supervisor, 3<sup>rd</sup> District  
County of Mendocino

Subject: BOS Appointment To Laytonville County Water District Board of Directors

Dear Mr. Haschak,

I am a registered voter in Mendocino County and reside within the boundaries of the Laytonville County Water District (LCWD).

I am requesting that the Mendocino County Board of Supervisors appoint me to a 2-year term on the LCWD Board of Directors.

Thank you for your consideration of this matter.

Sincerely,

  
Tracey Athey  
Laytonville, CA

**Subject:** Appointments In Lieu of Election

**From:** "Katrina Bartolomie" <bartolok@mendocinocounty.org>

**Date:** 11/9/2021, 2:18 PM

**To:** "Laytonville Tracey" <info@lcwdh2o.org>

Hi Jim & Tracey

Please be sure to have those people interested in serving on your board write a letter to the Board of Supervisors, asking to be appointed to your District Board before Tuesday, November 16, 2021 so they can be appointed in lieu of election - for their full terms

I show Laytonville Co Water needs 3 Long Term (4 years) and 2 Short Term (2 years). If this doesn't happen, you will not have anyone on your District Board. I've never had that happen before.

If your people do not show interest so the BOS can appoint them prior to 12/3/2021 - the Board will have the ability to appoint to fill a quorum - which will be 3 people and no one else will be able to be appointed until the next scheduled election.

Please encourage your people to do this - for the best interest in your district. This is extremely important.

Katrina

*Katrina Bartolomie*

Assessor-County Clerk-Recorder, Registrar of Voters

County of Mendocino

501 Low Gap Road, Rm 1020

Ukiah, CA 95482

(707) 234-6800 Main Assessor Staff

(707) 234-6819 Main Elections Staff

(707) 234-6823 Main Clerk Staff

(707) 234-6825 Main Recorder Staff

(707) 463-4257 fax

**ELECTION OFFICIALS**

**MAKE**

**DEMOCRACY**

**HAPPEN**







# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4q)

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**To:** Board of Supervisors

**From:** Behavioral Health

**Meeting Date:** November 16, 2021

**Department Contact:** Jenine Miller

**Phone:** 707-472-2341

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Amendment to Agreement No. BOS 21-080 with Nadham, Inc. DBA Creekside Convalescent Hospital-Behavioral Health in the Amount of \$62,790 for a New Total of \$314,640 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2021 through June 30, 2022

**Recommended Action/Motion:**

Approve Amendment to Agreement No. BOS 21-080 with Nadham, Inc. DBA Creekside Convalescent Hospital-Behavioral Health in the amount of \$62,790 for a new total of \$314,640 to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2021 through June 30, 2022; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

May 4, 2021, Item 4(z), BOS Agreement 21-080.

**Summary of Request:**

The Lanterman-Petris -Short (LPS) Conservatorship Act is the California law governing the involuntary civil commitment of individuals who are gravely disabled and require higher levels of care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Mendocino County Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Nadham, Inc. DBA Creekside Convalescent Hospital-Behavioral Health (Creekside) provides services classified as psychiatric/psychological rehabilitation in a mental health rehabilitation center located in Santa Rosa, California. Creekside provides long-term care for adults with serious mental illness by operating an Intensive



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**Item #: 4q)**

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Day Treatment program. Intensive Day Treatment is appropriate for seriously mentally ill clients who may have a concurrent medical problem(s) because of the severity of their mental illness. These clients require additional services, and at times, more intensive supervision and specialized treatment plans. Intensive Day treatment is an alternative to, and diversion from, State hospital placements.

Due to the urgency of the need for services, Mendocino County BHRS negotiated with Creekside to place an additional client with very high needs beginning October 1, 2021. Mendocino County BHRS currently contracts with Creekside for three dedicated beds for Mendocino County LPS clients. This Amendment increases dedicated beds by one, for a new total of four dedicated beds at Creekside, providing expanded services to Mendocino County LPS clients.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**How Does This Item Support the General Plan?** Page 3-62 - Goal DE-29: A healthy population which has access to health care.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** 4050

**current f/y cost:** \$314,640

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

**if no, please describe:** Placement agreements are initially drafted as a best-guess of client needs for the term of the agreement. This agreement was underestimated. Additional funds will come from underutilized agreements with other residential treatment contractors for fiscal year 21-22.

**revenue agreement:** No

**annual recurring cost:** \$314,640

**budget clarification:** Due to the diversity of clients, some specialized placement agreements with other residential treatment contractors for fiscal year 21-22 have been underutilized. Funding for this Amendment with Creekside Behavioral Health comes from the distribution of those unused LPS placements funds, which are immediately available for use.

**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.

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 21-080**

This Amendment to BOS Agreement No. 21-080 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 **Nadham, Inc. DBA Creekside Convalescent Hospital – Behavioral Health Unit**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-080 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 number of beds available for Behavioral Health clients; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in BOS Agreement No. 21-080, from \$251,850 to \$314,640; and

WHEREAS, the Exhibit A, Definition of Services and Exhibit B, Payment Terms will be updated to reflect the increase in available beds.

NOW, THEREFORE, we agree as follows:

1. The amount set out in BOS Agreement No. 21-080 will be increased from \$251,850 to \$314,640.
2. The Exhibit A, Definition of Services and Exhibit B, Payment Terms have been updated and new Exhibits are attached herein.

All other terms and conditions of BOS Agreement No. 21-080 shall remain in full force and effect.

IN WITNESS WHEREOF  
DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jenne Miller, Psy.D., BHRS Director

Date: 10/26/21

Budgeted: ☐ Yes ☒ No

Budget Unit: 4050

Line Item: 86-3162

Org Code: MHMS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
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: [Signature]  
Deputy

INSURANCE REVIEW:

By: [Signature]  
Risk Management

10/26/2021

CONTRACTOR/COMPANY NAME:

By: [Signature]  
Donald Atterberry, Administrator

Date: 10/27/21

NAME AND ADDRESS OF CONTRACTOR:

Nadham, Inc. DBA  
Creekside Convalescent Hospital  
Behavioral Health Unit  
850 Sonoma Ave.  
Santa Rosa, CA 95404  
707-303-8834  
jsmith@thekkek.com

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel  
By: [Signature]  
Deputy

10/26/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: [Signature]  
Deputy CEO

10/26/2021

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ EB# 22-10  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: Located outside Mendocino County

## EXHIBIT A

### DEFINITION OF SERVICES

This is a dedicated contract for four (4) reserved beds. All services provided will be in accordance with the following definition of services. All referrals will come from or be approved by the Mendocino County Behavioral Health and Recovery Services (BHRS) Director or designee for reimbursement.

1. Creekside Rehabilitation and Behavioral Health is a fifty-seven (57) bed Special Treatment Program licensed by the California Department of Public Health and Certified by the California Department of Health Care Services to provide services to serious and persistently mentally ill adults. Clients must be Lanterman-Petris- Short (LPS) conserved for grave disability and referred by their County Mental Health Division for services, and must have Medi-Cal insurance to cover medication and other services. The services provided are as follows:
  - A. Basic Services: The basic service level [the minimum array of services provided to Institute for Mental Disease (IMD) clients, which includes the following: Skilled Nursing Facility (SNF), SNF with Special Treatment Program (STP) or Mental Health Rehabilitation Center] complies with respective California Code of Regulations defining the scope and responsibility of such facility-based services. The STP services, as they currently exist, include: wellness and recovery skills, life skills training, recreation, dual recovery, money management, trainings on accessing community resources and services, transitional programs, work activity, and discharge planning. CONTRACTOR further agrees that basic services provided under this Agreement will also include reasonable access to medical treatment and up-to-date psychopharmacology including atypical anti-psychotics, transportation to needed off-site therapeutic services, and bilingual/bicultural programming. Services may be modified or added to the services listed above during the term of this Agreement. For clients who require augmented supervision and specialized mental health intervention above the basic SNF/STP services due to specific identified behavioral and/or medical problems, CONTRACTOR shall provide additional experienced clinical and rehabilitative staff such as, but not limited to, psychiatric technicians, vocational and rehabilitative counselors, and recreational therapists. CONTRACTOR's program shall target enhanced services for those clients whose mental health symptoms become so severe that they are at high risk of being discharged from the facility. CONTRACTOR will make available upon request by COUNTY at least one (1) copy of CONTRACTOR's State Department of Mental Health-approved "Special Treatment Program" (STP) Plan. All services described in the STP Plan will be considered as basic services provided to all Mendocino COUNTY clients, under the terms of this Agreement.
  - B. Enhanced Services: Enhanced services described below will consist of intensive supervision and unique mental health treatment interventions which will augment the SNF and STP services being provided to seriously mentally disabled adults in the CONTRACTOR's facilities. The enhanced treatment services being purchased by COUNTY from CONTRACTOR are designed to meet the special

needs of mentally disabled adults who have severe psychiatric illnesses and/or concurrent medical complications, and whose adaptive functioning is so impaired that it prevents the individual from receiving treatment and care in the community in a less restrictive environment.

2. COUNTY and CONTRACTOR shall work cooperatively to admit clients to CONTRACTOR's facility(ies). All admissions shall be subject to the screening procedures and standards mutually agreed upon by CONTRACTOR and COUNTY. The admission of all persons receiving services under this Agreement must receive prior approval of the BHRS Director or designee.
3. CONTRACTOR shall admit clients with a DSM V diagnosis. Individuals in need of twenty-four (24) hour skilled nursing services/special treatment program or Mental Health Rehabilitation Services who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered for admission. The frequency, scope and severity of these behaviors are determining factors for admission, which can be negotiated between COUNTY and CONTRACTOR for each client admission. COUNTY may grant individual exception to the admission criteria.
4. If CONTRACTOR denies an admission, COUNTY's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, COUNTY and CONTRACTOR may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility of CONTRACTOR.
5. It is agreed by COUNTY and CONTRACTOR that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission.
6. COUNTY liaison and facility staff shall coordinate for pre-discharge and discharge planning.
7. Treatment progress will be reviewed at least monthly, or more often as necessary, by the treatment team, the resident's guardian, and COUNTY case manager to determine the necessity of ongoing services. When appropriate the treatment team may recommend and coordinate with the guardian and COUNTY BHRS for the resident's transfer from one program to another within the facility in order to preserve placement in the least restrictive level of care or to facilitate transition to the lowest level of care possible.
8. CONTRACTOR shall communicate with COUNTY upon receipt of third party requests or demands to assess and evaluate individuals for treatment. Such access to clients requires prior written approval from the BHRS Director or designee.



9. CONTRACTOR agrees to provide two (2) Lanterman-Petris-Short (LPS) Conservatorship Declarations, if the client is a conservatee. The Declarations, which will be completed by two (2) physicians or licensed psychologists who have a doctoral degree in psychology and at least five (5) years of post-graduate experience in the diagnosis and treatment of emotional and mental disorders, will certify whether the conservatee is still gravely disabled as a result of a mental disorder. Declarations are to be completed at least annually and up to every six (6) months and forwarded to the COUNTY. In the instance that CONTRACTOR must utilize a psychiatrist or psychologist that is not employed with the CONTRACTOR, the CONTRACTOR will accept responsibility for the cost of the assessment, except when authorized in writing, and in advance by the Mendocino County BHRS Director or designee.
10. 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.
11. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
12. 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.

13. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]



## EXHIBIT B

### PAYMENT TERMS

1. COUNTY will pay CONTRACTOR as per the following instructions:
  - A. \$230 per bed, per day
  - B. Four (4) dedicated beds, per day
  - C. Daily cost..... \$920
2. CONTRACTOR will bill COUNTY on a monthly basis on an approved invoice (Attachment 1).
3. CONTRACTOR will submit client notes with invoices on a monthly basis to the COUNTY.
4. CONTRACTOR will submit invoices by the tenth (10<sup>th</sup>) of the month following month of services. Invoices not received within thirty (30) days will not be paid.
5. CONTRACTOR shall submit itemized invoices to:

COUNTY OF MENDOCINO  
Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 895482  
Attn: Jenine Miller

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred Fourteen Thousand Six Hundred Forty Dollars (\$314,640) for the term of this Agreement.

[END OF PAYMENT TERMS]

**TO: Board of Supervisors**

**FROM:** Health and Human Services Agency

**MEETING DATE:** May 4, 2021

**DEPARTMENT CONTACT:** Jenine Miller

**PHONE:** 472-2341

**ITEM TYPE:** Consent Agenda

**TIME ALLOCATED FOR ITEM:** N/A

**AGENDA TITLE:**

Approval of Agreement with Nadham, Inc. dba Creekside Convalescent Hospital-Behavioral Health Unit in the Amount of \$251,850 to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients for the Period of July 1, 2021 through June 30, 2022

**RECOMMENDED ACTION/MOTION:**

Approve Agreement with Nadham, Inc. dba Creekside Convalescent Hospital-Behavioral Health Unit in the amount of \$251,850 to provide residential care to Mendocino County Lanterman-Petris-Short clients for the period of July 1, 2021 through June 30, 2022; authorize the Health and Human Services Agency Assistant Director/BHRS Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

**PREVIOUS BOARD/BOARD COMMITTEE ACTIONS:**

Ongoing item. Most recent action on May 19 2020, Item 4(i), BOS Agreement No. 20-044.

**SUMMARY OF REQUEST:**

The Lanterman-Petris –Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, the Health and Human Services Agency (HHSA), Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Nadham, Inc. dba Creekside Convalescent Hospital-Behavioral Health Unit provides services classified as psychiatric/psychological rehabilitation in a mental health rehabilitation center located in Santa Rosa, California. Creekside provides long term care for adults with serious mental illness by operating an Intensive Day Treatment program through its mental health rehabilitation center. Intensive Day Treatment is appropriate for seriously mentally ill clients who may have a concurrent medical problem(s) because of the severity of their mental illness. These clients require additional services, and at times, more intensive supervision and specialized treatment plans. Intensive Day treatment is an alternative to, and diversion from, State hospital placements.

**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: 4050

CURRENT F/Y COST: \$251,850

ANNUAL RECURRING COST: \$251,850

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, Deputy CEO

CEO REVIEW: Yes

CEO COMMENTS:

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Deputy Clerk I

Date: May 5, 2021

FINAL STATUS: APPROVED

EXECUTED ITEM TYPE: AGREEMENT NUMBER: 21-080

**Note to Department**

Number of Original Agreements Returned to Dept: 0

Original Agreement Delivered to Auditor? No



**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Nadham, Inc. dba Creekside Convalescent Hospital-Behavioral Health Unit**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its residential care services to Behavioral Health and Recovery Services clients; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Attachment 1	Invoice

The term of this Agreement shall be from July 1, 2021 (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Two Hundred Fifty-One Thousand Eight Hundred Fifty Dollars (\$251,850) for the term of this Agreement.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jenine Miller, Psy.D., HHSA Assistant Director  
/Behavioral Health Director  
Date: 4/14/21

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-3162

Org/Object Code: MHMS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: MAY 05 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy

MAY 05 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

MAY 05 2021

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 04/07/2021

CONTRACTOR/COMPANY NAME

By: [Signature]  
Donald Atterberry, Administrator

Date: 4/16/21

NAME AND ADDRESS OF CONTRACTOR:

Nadham, Inc. dba  
Creekside Convalescent Hospital  
Behavioral Health Unit  
850 Sonoma Ave.  
Santa Rosa, CA 95404  
707-303-8834  
jsmith@thekkek.com

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]  
Deputy

Date: 04/07/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO

Date: 04/07/2021

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

Exception to Bid Process Required/Completed ☒ EB# 21-141

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside Mendocino County

## **GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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



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

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

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

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

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
HHSA Behavioral Health and Recovery Services  
1120 S Dora Street  
Ukiah, CA 95482  
Attn: Jenine Miller

To CONTRACTOR: Nadham, Inc. dba  
Creekside Convalescent Hospital  
Behavioral Health Unit  
850 Sonoma Ave.  
Santa Rosa, CA 95404  
Attn: Jessica Smith

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 \$251,850 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
21. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
22. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective

unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.



30. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibits B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other

proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

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

34. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
37. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

This is a dedicated contract for three (3) reserved beds. All services provided will be in accordance with the following definition of services. All referrals will come from or be approved by the Mendocino County Behavioral Health and Recovery Services (BHRS) Director or designee for reimbursement.

1. Creekside Rehabilitation and Behavioral Health is a fifty-seven (57) bed Special Treatment Program licensed by the California Department of Public Health and Certified by the California Department of Health Care Services to provide services to serious and persistently mentally ill adults. Clients must be Lanterman-Petris- Short (LPS) conserved for grave disability and referred by their County Mental Health Division for services, and must have Medi-Cal insurance to cover medication and other services. The services provided are as follows:
  - A. Basic Services: The basic service level [the minimum array of services provided to Institute for Mental Disease (IMD) clients, which includes the following: Skilled Nursing Facility (SNF), SNF with Special Treatment Program (STP) or Mental Health Rehabilitation Center] complies with respective California Code of Regulations defining the scope and responsibility of such facility-based services. The STP services, as they currently exist, include: wellness and recovery skills, life skills training, recreation, dual recovery, money management, trainings on accessing community resources and services, transitional programs, work activity, and discharge planning. CONTRACTOR further agrees that basic services provided under this Agreement will also include reasonable access to medical treatment and up-to-date psychopharmacology including atypical anti-psychotics, transportation to needed off-site therapeutic services, and bilingual/bicultural programming. Services may be modified or added to the services listed above during the term of this Agreement. For clients who require augmented supervision and specialized mental health intervention above the basic SNF/STP services due to specific identified behavioral and/or medical problems, CONTRACTOR shall provide additional experienced clinical and rehabilitative staff such as, but not limited to, psychiatric technicians, vocational and rehabilitative counselors, and recreational therapists. CONTRACTOR's program shall target enhanced services for those clients whose mental health symptoms become so severe that they are at high risk of being discharged from the facility. CONTRACTOR will make available upon request by COUNTY at least one (1) copy of CONTRACTOR's State Department of Mental Health-approved "Special Treatment Program" (STP) Plan. All services described in the STP Plan will be considered as basic services provided to all Mendocino COUNTY clients, under the terms of this Agreement.
  - B. Enhanced Services: Enhanced services described below will consist of intensive supervision and unique mental health treatment interventions which will augment the SNF and STP services being provided to seriously mentally disabled adults in

the CONTRACTOR's facilities. The enhanced treatment services being purchased by COUNTY from CONTRACTOR are designed to meet the special needs of mentally disabled adults who have severe psychiatric illnesses and/or concurrent medical complications, and whose adaptive functioning is so impaired that it prevents the individual from receiving treatment and care in the community in a less restrictive environment.

2. COUNTY and CONTRACTOR shall work cooperatively to admit clients to CONTRACTOR's facility(ies). All admissions shall be subject to the screening procedures and standards mutually agreed upon by CONTRACTOR and COUNTY. The admission of all persons receiving services under this Agreement must receive prior approval of the BHRS Director or designee.
3. CONTRACTOR shall admit clients with a DSM V diagnosis. Individuals in need of twenty-four (24) hour skilled nursing services/special treatment program or Mental Health Rehabilitation Services who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered for admission. The frequency, scope and severity of these behaviors are determining factors for admission, which can be negotiated between COUNTY and CONTRACTOR for each client admission. COUNTY may grant individual exception to the admission criteria.
4. If CONTRACTOR denies an admission, COUNTY's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, COUNTY and CONTRACTOR may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility of CONTRACTOR.
5. It is agreed by COUNTY and CONTRACTOR that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission.
6. COUNTY liaison and facility staff shall coordinate for pre-discharge and discharge planning.
7. Treatment progress will be reviewed at least monthly, or more often as necessary, by the treatment team, the resident's guardian, and COUNTY case manager to determine the necessity of ongoing services. When appropriate the treatment team may recommend and coordinate with the guardian and COUNTY BHRS for the resident's transfer from one program to another within the facility in order to preserve placement in the least restrictive level of care or to facilitate transition to the lowest level of care possible.



8. CONTRACTOR shall communicate with COUNTY upon receipt of third party requests or demands to assess and evaluate individuals for treatment. Such access to clients requires prior written approval from the BHRS Director or designee.
9. CONTRACTOR agrees to provide two (2) Lanterman-Petris-Short (LPS) Conservatorship Declarations, if the client is a conservatee. The Declarations, which will be completed by two (2) physicians or licensed psychologists who have a doctoral degree in psychology and at least five (5) years of post-graduate experience in the diagnosis and treatment of emotional and mental disorders, will certify whether the conservatee is still gravely disabled as a result of a mental disorder. Declarations are to be completed at least annually and up to every six (6) months and forwarded to the COUNTY. In the instance that CONTRACTOR must utilize a psychiatrist or psychologist that is not employed with the CONTRACTOR, the CONTRACTOR will accept responsibility for the cost of the assessment, except when authorized in writing, and in advance by the Mendocino County BHRS Director or designee.
10. 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.
11. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.

12. 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.
13. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

1. COUNTY will pay CONTRACTOR as per the following instructions:
  - A. \$230 per bed, per day
  - B. Three (3) dedicated beds, per day
  - C. Daily cost..... \$690
2. CONTRACTOR will bill COUNTY on a monthly basis on an approved invoice (Attachment 1).
3. CONTRACTOR will submit client notes with invoices on a monthly basis to the COUNTY.
4. CONTRACTOR will submit invoices by the tenth (10<sup>th</sup>) of the month following month of services. Invoices not received within thirty (30) days will not be paid.
5. CONTRACTOR shall submit itemized invoices to:

COUNTY OF MENDOCINO  
Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 895482  
Attn: Jenine Miller

The compensation payable to CONTRACTOR hereunder shall not exceed Two Hundred Fifty-One Thousand Eight Hundred Fifty Dollars (\$251,850) 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: **Nadham, Inc. dba Creekside Convalescent Hospital  
-Behavioral Health Unit**

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.

4/16/21  
Date

  
CONTRACTOR Signature

850 Sonoma Ave., Santa Rosa, CA 95404  
Address of CONTRACTOR

**Appendix A**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Donald Atterberry  
(Type Name)

Nadham, Inc. dba Creekside Convalescent Hospital  
(Organization Name)

Administrator  
(Title)

850 Sonoma Ave.  
Santa Rosa, CA 95404  
(Organization Address)

  
(Signature)

4/16/21  
(Date)

## **Addendum A**

### **Medi-Cal Data Privacy and Security Agreement**

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

### **AGREEMENTS**

**NOW THEREFORE**, County and the Contractor mutually agree as follows:

#### **I. Privacy and Confidentiality**

A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.

C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

#### **II. Employee Training and Discipline**

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from

## **Addendum A – page 2**

Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

### **III. Management Oversight and Monitoring**

The Contractor agrees to:

A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

### **IV. Confidentiality Statement**

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

### **V. Physical Security**

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.

B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.

C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.

E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.



**VI. Computer Security Safeguards**

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: [www.pd.dgs.ca.gov/masters/EncryptionSoftware.html](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.html). The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.
- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

**VII. System Security Controls**

In order to comply with the following system security controls, the Contractor agrees to:



## **Addendum A – page 4**

- J. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- O. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

### **VIII. Audit Controls**

P. Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

### **IX. Paper Document Controls**

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.

**Addendum A – page 5**

D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

**X. Notification and Investigation of Breaches**

The Contractor agrees to:

A. Notify John Martire, Chief Welfare Investigator, at 467-5856.

**XI. Assessments and Reviews**

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

**XII. Assistance in Litigation or Administrative Proceedings**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

Donald Atterberry  
Contractor Name (printed)

  
Contractor Signature

Administrator  
Contractor Title

Nadham, Inc. dba Creekside Convalescent Hospital  
Contractor's Agency Name

7/16/21  
Date



**Attachment 1**  
**Mendocino County HHSA BHRS**  
**Services Contract Claim Form**

<b>Submit Invoice to:</b>	Mendocino County – BHRS Attn: Jenine Miller 1120 S. Dora Street Ukiah California	<b>Contractor:</b>	Name Attn: Contact Address City, State, Zip
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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 #:** 4r)

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**To:** Board of Supervisors

**From:** Human Resources

**Meeting Date:** November 16, 2021

**Department Contact:** Juanie Cranmer

**Phone:** 234.6600

**Department Contact:** Cherie Johnson

**Phone:** 463.4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Amending the Salary Ranges of Management Association Classifications of Senior Program Manager - Nursing, Senior Program Manager - Children's, Deputy Director Social Services - Children's, Deputy Director Public Health Nursing, Assistant Health and Human Services Agency Director and Amending the Salary Range of Director of Social Services to Maintain Alignment

**Recommended Action/Motion:**

Adopt Resolution amending the salary ranges of Management Association classifications of Senior Program Manager - Nursing, Senior Program Manager - Children's, Deputy Director Social Services - Children's, Deputy Director Public Health Nursing, Assistant Health and Human Services Agency Director; and amending the salary range Director of Social Services to maintain alignment, and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On June 22, 2021, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2021-2022 Budget, Resolution Number 21-090. On March 10, 2020, the Board of Supervisors approved Resolution Number 20-026. On July 13, 2021, the Board of Supervisors approved Resolution Number 21-103.

**Summary of Request:**

The Human Resources Department is charged, as part of the overall maintenance of the classification and compensation plan, to evaluate current classifications, create new classifications (including appropriate salary levels), reclassify positions, examine requests for salary grade adjustments, analyze allocations, and make recommendations for additions, modifications, and corrections.

Salary disparity issues and subsequent salary increases that were approved by the Board of Supervisors on March 10, 2020 through Resolution Number 20-026, for Senior Program Manager - Nursing and Children's, Deputy Director Social Services - Children's, and Deputy Director Public Health Nursing resulted in concerns of equity and parity with the implementation of Year 2 Market increases, as per negotiated in the Management Association MOU. On October 15, 2020, the County and the Management Association entered into a Side Letter Agreement that established salary adjustments that were in keeping with the March 10, 2020 salary revisions, and called for a temporary (lower) salary range for Senior Program Manager - Nursing for any future hires, and a salary study of impacted classes to be completed by March 2021. While Human Resources was not able to complete the study by March 2021, it has now been completed and recommendations have been made

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**Item #: 4r)**

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and agreed upon with the Management Association and are memorialized in Side Letter dated October 29, 2021. The proposed salary rates represent Year 3 of the market adjustment and include a decrease in the previous differential between the Senior Program Manager and Deputy Director Social Services assigned to Nursing and Children's, as well as recommendation that the temporary salary range for Senior Program Manager - Nursing to be established as the permanent salary range. Additionally, the agreement calls for the Y-rating of one (1) incumbent who was hired prior to the establishment of the temporary salary range for Senior Program Manager - Nursing incumbents hired after October 20, 2020, and that Assistant Health and Human Services Agency Director receive the 3% COLA (without a Market adjustment) per the Management Association MOU. Because Human Resources was not able to complete the study in advance of the October 3, 2021 effective date of the Year 3 adjustments, no Year 3 adjustments have been applied to these classifications; the adjustments agreed upon in the attached Resolution should be retroactive to October 3, 2021.

On July 13, 2021, the Board of Supervisors approved Resolution Number 20-103 that called for the Director of Social Services to be aligned at twenty percent (20%) above the Deputy Director Social Services - Children's. The Director of Social Services salary was adjusted effective September 5, 2021; however, the approval of the proposed salary for Deputy Director Social Services - Children's results in further adjustment for Director of Social Services, effective October 3, 2021, in order to be maintain the 20% alignment above Deputy Director Social Services - Children's.

**Alternative Action/Motion:**

Do not adopt recommendations and direct 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:** Various

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

**annual recurring cost:** N/A

**budget clarification:** N/A

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** N/A

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

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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:**

**RESOLUTION NO. 21-\_\_\_\_\_**

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

WHEREAS, the Board of Supervisors has adopted Resolution No. 21-090 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, this Resolution implements modified Year 3 salary adjustments per Management Association MOU pursuant to Side Letters dated October 15, 2020 and October 29, 2021 for the classifications of Senior Program Manager - Nursing and Children's; Deputy Director Social Services - Children's, Deputy Director Public Health Nursing, and Assistant Health and Human Services Agency Director; and

WHEREAS, this Resolution calls for the Y-rating of one incumbent Senior Program Manager - Nursing hired prior to October 15, 2020 at the incumbent's current rate of \$59.44/hourly; \$4,755.20/bi-weekly; and

WHEREAS, Resolution 21-103, adopted by the Board of Supervisors on July 13, 2021, calls for Director of Social Services salary range to be aligned at twenty percent (20%) above that of Deputy Director Social Services - Children's, the salary of Director of Social Services shall be adjusted accordingly; and

WHEREAS, the salary ranges listed below shall be retroactive to the October 3, 2021, to be concurrent with Year 3 adjustments per Management Association MOU; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below positions within their existing fiscal year budgets.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorizes the Master Position Allocation Table of Resolution No. 21-090 to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	BIWEEKLY RATE (Reflects Full-time)
Adopt Salary Adjustments Effective October 3, 2021 as follows:				
	Senior Program Manager-Nursing	4481	303-MA	\$3,879.20-\$4,715.20
	Senior Program Manager-Children's	4481	303-MA	\$3,879.20-\$4,715.20
	Deputy Director Social Services-Children's	4929	303-MA	\$4,496.00-\$5,464.80
	Deputy Director Public Health Nursing	4929	303-MA	\$4,496.00-\$5,464.80
	Assistant HHSA Director	5422	303-MA	\$4,693.60-\$5,704.80
	Director of Social Services	6214	611-DHA	\$5,395.20-\$6,557.60

*The effective date of this Resolution shall be November 28, 2021, to coincide with the beginning of Pay Period 25-21; with pay adjustments for incumbents effective retroactive to October 3, 2021.*

The foregoing Resolution introduced by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this 16<sup>th</sup> day of November, 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

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DAN GJERDE, Chair  
Mendocino County Board of Supervisors

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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

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Deputy



## Side Letter of Agreement

Between

County of Mendocino

and

Management Association

October 28, 2021

Pursuant to the October 15, 2020 Side Letter of Agreement between County of Mendocino and Management Association, the County conducted a study of the Senior Program Manager and Deputy Director Social Services classifications in Children's and Nursing assignments. The County and Management Association reached agreement on the following for Year 3 Market increases:

1. Senior Program Manager Nursing incumbent Lisa Fredrickson, hired prior to October 15, 2020, will be Y-Rated at her current hourly rate of \$59.44.
2. Assistant HHSA Director will receive the 3% COLA as outlined in the MOU.
3. The parties agree to the below hourly rates for the classifications of Senior Program Manager - Children's; Senior Program Manager - Nursing; Deputy Director Social Services – Children's, and Deputy Director Public Health Nursing to be implemented as soon as possible, retroactive to October 3, 2021.

Job Class Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5
0219	SR PROGRAM MANAGER-CHILDREN'S	48.49	50.91	53.46	56.13	58.94
411T	SR PROGRAM MANAGER-NURSING	48.49	50.91	53.46	56.13	58.94
0218	DEP DIR SOC SVCS-CHILDREN'S	56.20	59.01	61.96	65.06	68.31
4098	DEPUTY DIR PUBLIC HEALTH NURSING	56.20	59.01	61.96	65.06	68.31
0145	ASSISTANT HHSA DIRECTOR	58.66	61.59	64.67	67.91	71.31



County of Mendocino

10/29/2021  
Date

\_\_\_\_\_  
Bargaining Unit Representative

\_\_\_\_\_  
Date



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4s)

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**To:** Board of Supervisors

**From:** Public Health

**Meeting Date:** November 16, 2021

**Department Contact:** Anne Molgaard

**Phone:** 472-2770/671-3605

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Revenue Agreement with the Public Health Institute in the Amount of \$350,000 to Increase Vaccination Rates to Targeted Zip Codes within Mendocino County, Effective July 1, 2021 through February 28, 2022; and Authorization to Purchase Incentives to Encourage Vaccinations

**Recommended Action/Motion:**

Approve retroactive revenue Agreement with Public Health Institute in the amount of \$350,000 to increase vaccination rates to targeted zip codes within Mendocino County, effective July 1, 2021 through February 28, 2022; authorize the Public Health Director to sign any amendments that do not increase the maximum amount; and authorize Mendocino County Public Health to Purchase incentives to encourage vaccinations; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

N/A

**Summary of Request:**

Mendocino County Public Health Department did not receive the agreement from Public Health Institute until September 20, 2021, with the start date of July 1, 2021; this necessitated a request for approval of a retroactive start date.

Public Health Institute's (PHI) *Together Toward Health* Initiative, WeVax+ funds vaccine-related services aimed at increasing vaccination rates among California communities that have been disproportionately burdened by the COVID-19 pandemic. The objective of the program is to promote awareness about the state's vaccine efforts; publicize locations where the public may receive vaccines; increase access to vaccines; and focus efforts in geographic areas and within demographic groups who are least likely to have access to vaccine services, health care, and/or have a high resistance towards being vaccinated.

Mendocino County Public Health efforts, as outlined in the contract, include: increasing vaccination throughput streamlining processes and/or expanding operations to meet vaccine demands; increasing vaccination uptake in all twenty-eight (28) zip codes within the county; publicizing locations where vaccine clinics are being held; increasing access to vaccines; focusing efforts in geographic and demographic populations least likely to have access to vaccines; and using incentives to combat healthcare and/or vaccine hesitancy.

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**Item #: 4s)**

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**Alternative Action/Motion:**

Do not accept funding and return to staff for alternative handling.

**How Does This Item Support the General Plan?** It will increase wellness within the County, including harder to reach demographics.

**Supervisory District:** All

**vote requirement:** Majority

**Supplemental Information Available Online At:** [www.phi.org/our-work/strategic-initiative/covid-19/](http://www.phi.org/our-work/strategic-initiative/covid-19/)  
<<http://www.phi.org/our-work/strategic-initiative/covid-19/>>

**Fiscal Details:**

**source of funding:** Public Health Institute

**current f/y cost:** \$350,000 Revenue

**annual recurring cost:** Unknown

**budget clarification:** Recent funding opportunity from Public Health Institute. Contract received 9/20/21. I Health Fiscal included these funds in the quarter 1 budget adjustments.

**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

**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:**

Organization: NAME

Period of Performance: xx/xx/xxxx to xx/xx/xxxx

SUMMARY BUDGET		
BUDGET LINES	TOTAL BUDGET AMOUNT	
PERSONNEL AND FRINGE BENEFITS	\$0	TRUE
CONSULTANTS AND SUBAWARDS	\$0	TRUE
EQUIPMENT AND SUPPLIES	\$115,000	TRUE
OTHER DIRECT COSTS/INCLUDING VACCINE INCENTIVES	\$235,000	TRUE
INDIRECT COSTS	\$0	TRUE
TOTAL ESTIMATED COST	\$350,000	TRUE

*This tab will populate automatically. Please complete the detailed budget and check back to make sure that all columns above are noted as "TRUE"*

[illegible]



### SUBCONTRACT AGREEMENT

**AGREEMENT NUMBER:** AR03916

**PERIOD OF PERFORMANCE:** July 1, 2021 through February 28, 2022

**TOTAL AMOUNT:** \$350,000.00

### PRIME CONTRACT RECITALS

**PRIME CONTRACT FUNDING AGENCY:** Government Operations Agency

**PRIME CONTRACT NUMBER:** GOVOPS-C2054

### SUBCONTRACTOR INFORMATION

**COUNTY OF MENDOCINO**

1120 S. Dora Street  
Ukiah, CA 95482  
Tel: 707-472-2656

**AUTHORIZED REPRESENTATIVE**

Anne Molgaard, Director of Transition, Public Health  
Email: [molgaardac@mendocinocounty.org](mailto:molgaardac@mendocinocounty.org)  
Tel: 707-472-2770

### PRIME CONTRACTOR INFORMATION

**PUBLIC HEALTH INSTITUTE**

555 12<sup>th</sup> Street, Suite 290  
Oakland, CA, USA 94607  
Tel: 510-285-5500

**AUTHORIZED REPRESENTATIVE**

Matthew Marsom, Sr. VP of Public Policy & Programs  
Email: [Matthew.Marsom@phi.org](mailto:Matthew.Marsom@phi.org)  
Tel: 510-285-5540

**PROGRAM REPRESENTATIVE**

Aver Wishum, Program Manager  
Email: [AWishum@phi.org](mailto:AWishum@phi.org)  
Tel: 909-968-6446

**ADMINISTRATIVE REPRESENTATIVE**

Diana Duong, Grants & Contracts Specialist  
Email: [diana.duong@phi.org](mailto:diana.duong@phi.org)  
Tel: 510-285-5562

The Public Health Institute (PHI) hereby enters into this Subcontract as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and County of Mendocino is hereafter referred to as "Subcontractor." The Subcontractor agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Subcontract.

**SUBCONTRACTOR SIGNATURE**

*AC Molgaard*

9/20/2021

Anne Molgaard  
Director of Transition, Public Health

Date

**PUBLIC HEALTH INSTITUTE**

*Matthew Marsom*

09/28/2021

Matthew Marsom  
Sr. VP of Public Policy & Programs  
Administration

Date



**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: *A. Molgaard*  
Anne Molgaard, Public Health Transition  
Director

Date: 10/19/2021

Budgeted: ☐ Yes ☒ No

Budget Unit: 4013

Line Item: 82-5490

Org/Object Code: PNCDIZ 825490 PNVAX

Grant: ☐ Yes ☒ No

Grant No.: Allocation

**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: 10/15/2021

**CONTRACTOR/COMPANY NAME**

By: See cover page  
SIGNATURE

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

Public Health Institute  
555 12<sup>th</sup> St. Suite 290  
Oakland, CA 94607  
909-968-6446; [awishum@phi.org](mailto:awishum@phi.org)

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: *Charlotte Scott*  
Deputy

Date: 10/15/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: *Darcie Antle*  
Deputy CEO

Date: 10/15/2021

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 Out of county contractor



**SUBCONTRACT AGREEMENT  
BETWEEN  
PUBLIC HEALTH INSTITUTE  
AND  
COUNTY OF MENDOCINO**

1. **PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Subcontract is expected to start and end as follows unless amended by both parties:
  - Start Date: July 1, 2021
  - End Date: February 28, 2022
2. **SCOPE OF WORK:** Subcontractor will provide the services and complete the deliverables as outlined in Exhibit A (Scope of Work).
3. **TOTAL AMOUNT:** The maximum amount payable under this Subcontract is for the amount of \$350,000.00 to be paid in accordance with Exhibit B (Payment Schedule).
4. **PAYMENT AND INVOICING:** Subcontractor will invoice PHI for services rendered in accordance with Exhibit A (Scope of Work) and according to Exhibit B (Payment Schedule). Upon approval by the PHI's Program Representative of the Subcontractor's invoices, PHI will reimburse Subcontractor up to the total amount specified above. The average time to receive payment is approximately 30 days to allow time for processing by the PHI Program and PHI's Accounts Payable. PHI will have no obligation to pay Subcontractor for invoices submitted more than 30 days after the date of expiration of this Agreement. The invoice will be on letterhead and include: Agreement Number, Subcontractor Name, Subcontractor Mailing Address, Subcontractor Telephone, Invoice Number, Invoice Period, and Signature. Invoices must include a description of deliverables completed and payment amount due for those deliverables as described in Exhibits A and B. **Invoices must be submitted directly to Aver Wishum ([awishum@phi.org](mailto:awishum@phi.org)), your Program Representative listed on page 1.**
5. **ALLOWABLE COSTS:** The allowability of Subcontractor's costs will be determined in accordance with 2 CFR 200. All payments should be considered provisionary and subject to adjustment pending review and audit results. If any cost under this contract are determined otherwise to be unallowable they will be deducted from subsequent payments due to Subcontractor or Subcontractor will refund such amounts to PHI on demand. Any unused funds at the end of this Subcontract shall be returned to PHI.
6. **INDIRECT COSTS:** Subcontractor may apply up to 10% of the total amount payable under this Subcontract to indirect costs if indirect costs are part of Subcontractor's usual accounting procedures, or apply indirect costs in accordance with its Negotiated Indirect Cost Rate Agreement (NICRA), if applicable.
7. **BUDGET CONTINGENCY:** It is mutually agreed that if the funding for the current budget period or any subsequent budget periods is reduced or deleted by the Funder, PHI shall have the option to either terminate this Agreement with no liability occurring to PHI or offer to amend this Agreement to reflect the reduced funding.



8. **RECORD RETENTION & INSPECTION:** Subcontractor will preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 CFR §226.53. Subcontractor will make the aforementioned financial and other records available to PHI and any of their duly authorized representatives for the purpose of audit, examination, excerpt, copying, and transcription (copying and transcription shall be at PHI's or the Government's expense) at mutually agreed upon times during normal business hours. Subcontractor will grant the aforementioned parties timely and reasonable access at mutually agreed upon dates and times to Subcontractor personnel for the purpose of interview and discussion related to such financial and other records. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.
9. **AUDIT FILING COMPLIANCE:** Subcontractor will comply with the federal audit requirements of 2 CFR 200, Subpart F, 200.501, if applicable, including providing a copy of its reporting package to PHI if required by the circular. Subcontractor will take appropriate and timely action to follow up and correct all audit findings.
10. **FFATA REPORTING:** Subcontractor will furnish its Data Universal Numbering System (DUNS) number to PHI and Subcontractor will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, "Reporting Subaward and Executive Compensation Information."
11. **COPYRIGHT:** Any copyrightable works made by Subcontractor under this contract will be and are hereby assigned to PHI as its sole and exclusive property. If requested by PHI, Subcontractor will assist PHI, at its expense, during and after the expiration or termination of this contract, to obtain and enforce copyright and other protections for these works
12. **RIGHTS IN DATA:** PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Subcontractor under this Subcontract agreement for education and research purposes only and the funding agency shall have the rights set forth in 45 CFR Sec. 74.36(c) and (d).
13. **PUBLICATIONS:** Subcontractor will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Subcontractor will not issue press releases or any public announcements without prior approval and you will send to PHI copies of all papers, manuscripts and other materials which you may produce that are related to this grant. Subcontractor will incorporate the requirements of this clause in all lower tier agreements.
14. **INDEPENDENT CONTRACTOR:** Subcontractor is an independent contractor, not an employee of PHI or the Funding Agency, if applicable. Subcontractor agrees that it is ineligible for PHI employee benefits and agrees to be exclusively responsible for income tax payments, social security, unemployment insurance, worker's compensation insurance, etc.



15. **CONFIDENTIALITY:** Subcontractor agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Subcontractor by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked “Confidential” and will be sent to Subcontractor’s Authorized Representative. Subcontractor will incorporate the requirements of this clause in all lower tier agreements, if applicable.
16. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Subcontractor agrees to indemnify, defend and hold harmless the Funding Agency, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party’s directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties’ obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.
17. **LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
18. **INSURANCE AND LICENSES:**
- a. Subcontractor will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Subcontractor’s domicile, and all other appropriate governmental agencies. Subcontractor’s failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this agreement and may constitute grounds for PHI’s termination. Subcontractor will provide PHI with a copy of insurance upon request.
  - b. Subcontractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. If Subcontractors will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Subcontractor certifies that the Subcontractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The Funder and PHI reserve the right to request proof at any time.



19. **NONDELINQUENCY ON FEDERAL DEBT:** Subcontractor represents to the best of its knowledge that it is not delinquent in repaying any federal debt.
20. **INCORPORATION BY REFERENCE:** All provisions of the prime contract that are applicable to this Subcontractor are incorporated by reference in Exhibit C (Prime Contract Clauses) and Subcontractor will comply with them in all respects. Subcontractor expressly waives any right to further notification or explanation of prime contract provisions. If any of the prime contract provisions directly and irreconcilable conflict with any other provisions of this Subcontract, the prime contract will take precedence. Subcontractor will incorporate the requirements of this section into lower-tier agreements.
21. **CONFLICT OF INTEREST:** If applicable, Subcontractor certifies that it maintains an appropriate, written enforced policy on conflict of interest that complies with 42 CFR part 50, Subpart F, and further certifies that it will comply with that policy and the requirements of the regulations. Subcontractor shall report any financial conflict of interest to PHI's Administrative Representative, in accordance with Exhibit D (PHI's Conflict of Interest Form). Any financial conflicts of interest identified shall subsequently be reported to the funder. Such report shall be made before expenditure of funds authorized in this Subcontract and within 45 days of any subsequently identified financial conflict of interest. Reports of financial conflicts of interest shall include the information listed in 42 CFR 50.605(b)(3)(i)-(vi). Subcontractor shall report to the PHI's Administrative Representative within 45 days when a financial conflict of interest no longer exists. Subcontractor shall report to the PHI's Administrative Representative within 90 days of learning of noncompliance requiring retrospective review if bias was identified. The report shall include the information listed in 42 CFR 50.605(a)(3)(B) (1)-(9).
22. **TERMINATION:** PHI may suspend or terminate this agreement at any time by giving 10 days written notice of suspension or termination to Subcontractor if the prime contract is suspended or terminated in whole or in relevant part, or if Subcontractor materially fails to comply with any of the terms and conditions of this agreement. Either party may terminate this agreement without cause upon 30 days written notice to the other party. If Subcontractor sends or receives a notice of suspension or termination, Subcontractor will cancel as many outstanding obligations as possible. On the date of suspension or termination, Subcontractor will stop work and Subcontractor will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime contract, PHI will pay Subcontractor for costs incurred prior to the date of suspension or termination, including un-cancellable obligations.
23. **DEBARMENT CERTIFICATION:** Subcontractor will comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, which is incorporated herein by reference. Subcontractor certifies by signing this Subcontract that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspending, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Subcontractor certifies that it is not listed as debarred or suspended in [www.sam.gov](http://www.sam.gov).



Subcontractor will incorporate the requirements of this section in all non-exempt lower tier Subcontracts. Subcontractor will query [www.sam.gov](http://www.sam.gov) for all non-exempt lower-tier covered transactions.

24. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertaining compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

25. **WHISTLEBLOWER/ENHANCEMENT OF CONTRTACTOR PROTECTION FROM REPRISAL FOR DISCLOSURE OF CERTAIN INFORMATION:**

Subcontractor and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9. Subcontractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.9 of the Federal Acquisition Regulation. Subcontractor will insert the substance of this clause in all lower-tier agreements over the simplified acquisition threshold.

26. **LOBBYING CERTIFICATION:** If this Agreement exceeds \$100,000, Subcontractor certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated



funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Subcontractor will complete and submit to PHI OMB Standard Form LLL “Disclosure of Lobbying Activities.” Subcontractor will incorporate the requirements of this clause in all nonexempt lower tier Agreements and require Subcontractor to certify and disclose to it, and forward their disclosures to PHI.

27. **CLEAN AIR AND WATER:** Subcontractor awarded funds in excess of \$150,000 must 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
28. **ASSURANCE OF COMPLIANCE:** Subcontractor certifies that it will comply with all applicable federal statutes, regulations, and policies (including income tax regulations), and all applicable state and local laws and ordinances. In addition, Subcontractor represents that it has an Assurance of Compliance with the following statutes on file with the HHS Office of Civil Rights: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975. Animal Welfare: all Subcontractor organizations are required to comply, as applicable, with the regulations (9CFR, Subchapter A) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals. Drug Free Workplace: the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et. Seq.) requires all organizations receiving awards from any Federal agency agree to maintain a drug-free workplace. Inclusiveness of Women and Minorities in Research Design. Supported Clinical research must conform to the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research in accord with section 492B of the PHS Act, added by the NIH Revitalization Act of 1993.
29. **REPRESENTATIONS:** Subcontractor represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
30. **EXCUSABLE DELAY:** If Subcontractor is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Subcontract will be extended for a period equivalent to the delay.
31. **INTERFERING CONDITIONS:** Subcontractor agrees to promptly notify PHI of any condition that might interfere with this Subcontract. Notification will not relieve Subcontractor of any responsibilities hereunder.
32. **GOVERNING LAW:** The validity, construction, and effect of this Subcontract will be governed by the laws of the United States of America and the State of California.



33. **SEVERABILITY:** If any provision of this Subcontract is held in conflict with law, the validity of the remaining provisions will not be affected.
34. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Subcontract, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
35. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Subcontract, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
36. **NON-ASSIGNMENT:** This Subcontract is not assignable by Subcontractor without the prior written consent of PHI.
37. **APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS:** Subcontractor will require its Subcontractor, suppliers, employees, consultants and agents to comply with the applicable provisions of this Subcontract.
38. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Subcontract will not extinguish any previously-accrued rights or obligations of the parties.
39. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Subcontractor's Authorized Representative named on the cover page of this agreement.
40. **ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.
41. **AUTHORIZATION:** Subcontractor represents and warrants that s/he is fully authorized and empowered to enter into this agreement and that the performance of the obligations under this agreement will not violate any agreement between Subcontractor and any other person, firm, or organization.



## EXHIBIT A

### SCOPE OF WORK & DELIVERABLES

#### I. Background & Objectives:

California continues to face the ongoing COVID-19 pandemic. Providing access to vaccines to all Californians, particularly those in communities that have been disproportionately burdened by the COVID-19 pandemic, and who may have limited access to quality health care, is critical to the state's ability to fully reopen its economy. Additionally, overcoming vaccine hesitancy amongst certain demographic groups is another important factor that must be addressed for the state to achieve its vaccine related goals. Accordingly, and in the interest of public health, it is critical to provide increased vaccine-related services to the state's historically underserved communities.

The objectives of this program are to: (1) Promote awareness about the state's vaccine efforts and the process to get vaccinated; (2) Publicize locations where the public may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment; (3) Increase access to vaccines in communities that have been disproportionately burdened by the COVID-19 pandemic by funding local community health care providers, home health care providers, and establishing mobile vaccination capabilities; (4) Focus funding and efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have a high hesitancy towards getting a vaccine.

In working towards these objectives, Subcontractor will provide the following vaccine-related service(s):



☒ **Mobile Vaccination**

Subcontractor will increase vaccination uptake in communities highly impacted by COVID-19 through mobile vaccination services. Subcontractor will report on the below objectives and the outcomes of each in its progress report and final report. Reporting regarding the use of subcontract funds must include specific details on actions performed related to any targeted zip codes.

	<b>Objectives</b>	<b>Targeted Zip Codes</b> (Subcontractor to complete)
1	Promote awareness about the state's vaccine efforts and the process to get vaccinated.	95410, 95415, 95417, 95418, 95420, 95427, 95428, 95429, 95432, 95437, 95445, 95449, 95454, 95456, 95459, 95460, 95463, 95466, 95468, 95469, 95470, 95481, 95482, 95488, 95490, 95494, 95585, 95587
2	Publicize locations where the community may receive information regarding mobile vaccinations in their native language and assistance in signing up for a vaccine appointment.	See Above
3	Increase access to vaccines in communities that have been disproportionately burdened by COVID-19.	See Above
4	Focus efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have high rates of vaccine hesitancy.	See Above

Subcontractor should track and report on all of the metrics below that are applicable to the services being provided:

- Number of individuals vaccinated
- Number of individuals reached by vaccine outreach
- Number of languages used by subcontractor to create vaccine outreach materials
- Number of languages used by subcontractor to speak with individuals during vaccine outreach
- Number of mobile vaccine clinics launched by subcontractor
- Number of days mobile vaccine clinics providing vaccines

Please check off the activities that you will engage in to support the above objectives:

- ☐ Hiring and/or training more or new staff
- ☒ Increasing vaccination throughput, streamlining processes, and/or expanding operations to meet vaccine demand
- ☐ Additional activities (to be completed by subcontractor):

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## ☒ Outreach, Registrations, and Supports

Subcontractor will increase vaccination uptake in the communities it serves and those hardest hit by COVID-19 through outreach, education, vaccine registration, and support. Subcontractor will report on the below objectives and the outcomes of each in its progress report and final report. Reporting regarding the use of subcontract funds must include specific details on actions performed related to any targeted zip codes.

	Objectives	Targeted Zip Codes (Subcontractor to complete)
1	Promote awareness about the state's vaccine efforts and the process to get vaccinated.	95410, 95415, 95417, 95418, 95420, 95427, 95428, 95429, 95432, 95437, 95445, 95449, 95454, 95456, 95459, 95460, 95463, 95466, 95468, 95469, 95470, 95481, 95482, 95488, 95490, 95494, 95585, 95587
2	Publicize locations where the community may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment.	See Above
3	Increase access to vaccines in communities that have been disproportionately burdened by COVID-19.	See Above
4	Focus efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have high rates of vaccine hesitancy.	See Above

Subcontractor should track and report on all of the metrics below that are applicable to the services being provided:

- Number of individuals reached by vaccine outreach
- Number of languages used by subcontractor to create vaccine outreach materials
- Number of languages used by subcontractor to speak with individuals during vaccine outreach
- Number of vaccine providers supported or engaged

Please check off the activities that you will engage in to support the above objectives:

- ☐ Hiring and/or training more or new staff to support registration, education, and/or canvassing
- ☒ Conducting vaccine outreach, registration, education, and or canvassing for vaccine provider(s). If you know the specific provider(s) you will be supporting, list those here:

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- ☒ Addressing key barriers for the specific population to get vaccinated
- ☐ Additional activities (to be completed by subcontractor):

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**II. Deliverables & Milestones:**

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Timeline/Due Date</b>
<b>1</b>	Progress Report	November 15, 2021
<b>2</b>	Final Report	February 28, 2022



**EXHIBIT B**  
**PAYMENT SCHEDULE**

The Subcontractor will be paid the total amount of \$350,000.00 as follows:

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Due Date</b>	<b>Amount</b>
<b>1</b>	Upon fully executed subcontract	TBD	\$ 315,000.00
<b>2</b>	Submission of progress report	11/15/21	\$ 0
<b>3</b>	Submission of final report	2/28/2022	\$ 0
<b>4</b>	Submission of final invoice	3/15/2022	\$ 35,000.00
<b>Total Amount</b>			<b>\$ 350,000.00</b>

Any unused funds at the end of this Subcontract shall be returned to PHI.



**EXHIBIT C**  
**PRIME CONTRACT CLAUSES**

**1. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**2. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION**

- A. Contractor shall impose all the requirements of this provision on all of its officers, employees and subcontractors with access to Confidential Information. Contractor, including all of its officers, employees and subcontractors with access to Confidential Information will sign the Non-Disclosure Agreement (Exhibit C-1) and return it to GovOps prior to accessing Confidential Information.
- B. "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255, public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of GovOps, California Department of Public Health (CDPH), or the Governor's Office (GO).
- C. Contractor shall take all necessary measures to protect Confidential Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, required two-factor authentication, secure transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors



shall also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which Confidential Information may be used.

- D. Contractor shall ensure that all media, including electronic media, containing Confidential Information, to which it is given access is protected at the level of the most confidential or sensitive piece of data on the media.
- E. Contractor and employees allowed access to Confidential Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and employees with access to Confidential Information.
- F. Contractor shall notify GovOps within twenty-four (24) hours from Contractor's confirmation of a security breach, if a security breach involving Confidential Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
- G. At or before the termination date of the Contract, Contractor shall either destroy all Confidential Information in accordance with approved methods of confidential destruction; or return all Confidential and Sensitive Information to GovOps.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant



or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction



by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work 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.



- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (C)(a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (C)(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C)(a) of this section.
- C. Withholding for unpaid wages and liquidated damages. GovOps 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)(b) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (C)(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 (C)(a) through (d) of this section.



**EXHIBIT C-1**  
**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Special Terms and Conditions. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Special Terms and Conditions. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: AC Molgaard

Typed Name and Title: Anne C. Molgaard, Transition Public Health Director

Representing (give name of Contractor/Affiliate):

Public Health Dept. of Mendocino County

Date: 9/20/2021



EXHIBIT D  
CONFLICT OF INTEREST

STATEMENT OF SIGNIFICANT FINANCIAL INTERESTS

If you determine that you have no reportable significant financial interests, complete Section I Negative Declaration.

If you determine that you have reportable significant financial interests, complete Section II. Report each interest separately. Specify the owner of the interest (e.g. investigator, spouse, dependent child) and nature of the interest (e.g., "250 shares of Biotech Co., fair market value \$12,000" or "expected annual salary of \$36,000 from Techno Corporation"). Do not report financial interests not within the definition of "Significant Financial Interest." For travel, report the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration of the trip. Specify how each Significant Financial Interest would reasonably appear to be related to the Investigator's institutional responsibilities or to be affected by the PHS-funded research, or how the financial interests of the entity in which you have a significant financial interest would reasonably appear to be affected. Do not report Significant Financial Interests that do not reasonably appear to be affected. Sign the declaration and return this form. Fax and scanned submissions are acceptable.

I. NEGATIVE DECLARATION

I declare that to the best of my knowledge and belief I have no reportable Significant Financial Interests:

Anne C. Molgaard

Name (print or type)

AC Molgaard

9/20/2021

Signature

Date

II. AFFIRMATIVE DECLARATION

I declare to the best of my knowledge and belief I have the following reportable Significant Financial Interests:

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
-Continue on additional pages as needed-



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4t)

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**To:** Board of Supervisors

**From:** Sheriff-Coroner Choose an item.

**Meeting Date:** November 16, 2021

**Department Contact:** Matthew Kendall

**Phone:** 463-4085

**Department Contact:** Juanita Dreiling

**Phone:** 463-4409

**Item Type:** Consent Agenda

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

**Agenda Title:**

Authorization to Purchase Seventeen (17) Patrol Vehicles, 2022 Ford Interceptor Utility Police SUV, for the Mendocino County Sheriff's Office in the Amount of \$641,210.00; and Addition of the Patrol Vehicles to the County's List of Fixed Assets

**Recommended Action/Motion:**

Authorize the purchase of seventeen (17) patrol vehicles, 2022 Ford Interceptor Utility Police SUV, for the Mendocino County Sheriff's Office in the amount of \$641,210.00; and add the patrol vehicles to the County's list of fixed assets.

**Previous Board/Board Committee Actions:**

The Board approves fixed asset purchases as necessary throughout the year.

**Summary of Request:**

The Mendocino County Sheriff's Office is seeking to purchase seventeen (17) 2022 Ford Interceptor Utility Police SUV to use as patrol vehicles for \$37,718.21 each, including taxes and fees. The total cost of the seventeen vehicles is \$641,209.51. Our rural County brings certain challenges during disasters and emergencies that make it necessary to have vehicles with the ability to access incidents in our more remote and off-road locations to bring personnel and supplies to populations needing assistance. The vehicles will be purchased with PG&E funds.

**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



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**Item #: 4t)**

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**Fiscal Details:**

**source of funding:** 2310 SO - 864370

**current f/y cost:** \$641,210.00

**annual recurring cost:** N/A

**budget clarification:** One-time purchase with PG&E monies. Funding already allocated; this action is to aut the purchase of patrol vehicles.

**budgeted in current f/y:** Yes

**if no, please describe:**

**revenue agreement:** No

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

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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:**

# REQUEST FOR QUOTATIONS

(GOODS OR GOODS AND SERVICES - THIS IS NOT AN ORDER)

RETURN QUOTATIONS TO: COUNTY OF MENDOCINO  
841 Low Gap Road  
Ukiah CA 95482  
(707) 234-6053 (Office)  
(707) 463-4673 (Fax)  
bids@mendocinocounty.org

QUOTE NUMBER: RFQ 039-21

Job/Project Description:

ISSUE DATE: 10/01/2021

THIS BID/QUOTE MUST BE DELIVERED TO THE COUNTY PURCHASING AGENT BEFORE 2:00 P.M. OF THE DATE BELOW:

DUE DATE: 10/22/2021

QUOTATIONS MUST BE RECEIVED BY GENERAL SERVICES NOT LATER THAN THE DATE AND TIME LISTED ABOVE

TO:



## BIDDERS INSTRUCTIONS

- Please quote hereon your lowest price for the articles or services specified below. No charge for packing, drayage or for any other purpose will be allowed over and above the prices quoted.
- The right is reserved to accept or reject quotations on each item separately or as a whole.
- Fill in complete information before returning.
- If substitutes are offered give full explanation.
- Do not quote on articles you cannot supply.
- Please Read General Provisions (Attachment A), and General Conditions for Purchase Orders (Attachment B).
- All products delivered must conform to current specifications of Title 8, California Safety code - OSHA.

FOR DELIVERY TO: General Services 841 Low Gap Road, Ukiah, CA 95482 FOB DESTINATION

ITEM NO.	AMT.	UNIT	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	17	EA	2022 Ford Interceptor Utility Police SUV.		34,523	+586,891
			Estimated 17 Vehicles Dependent On Per Vehicle Price.			+ FEES
			Please Refer to Attached Specification.			
			This Is A Sealed Bid. All Bids Are Due No Later Than October 22, 2021 By 2:00 PM.			
			Contact Scott Morgan (707) 234-6053 morgans@mendocinocounty.org			

THIS FORM MUST BE COMPLETED, SIGNED AND DATED FOR YOUR QUOTE TO BE VALID.

THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLES AND/OR SERVICES, AT THE PRICES AND TERMS STATED SUBJECT TO THE TERMS AND CONDITIONS OF THIS INVITATION FOR BID/QUOTE INCLUDING, WITHOUT LIMITATION, THE TERMS ON THE REVERSE SIDE HEREOF AND ATTACHED.

Signature:

Printed name:

JOHN LANZIT

Date 10/21/21

Phone: 707, 468-0091

SUBJECT TO CASH DISCOUNT

OF % in DAYS

37,718.21 ea.

## ATTACHMENT A GENERAL PROVISIONS

### 1. BRANDS

Unless otherwise stated, the use of the name or a manufacturer, or of any special brand or make in describing any item contained in these specifications and proposals does not restrict quoters to that manufacturer's specific article. This means is used simply to indicate the character or quality of the article desired. The equipment on which proposals are submitted must be acceptable as equal in character, quality, and utility to brand and/or make indicated herein. The make or grade of the article on which a quotation is submitted should be stated in the quotation in every instance. Unless otherwise stated, it will be understood to be the specific article named in the proposal.

### 2. QUOTATIONS:

If quotation is on an "All or Nothing" basis, bidder must so state.

Cash discount must be shown on quotation; otherwise prices will be considered net.

Time of delivery is a part of the quotation and must be adhered to. If it is impossible to meet delivery specified in Request for Quotations, quoter shall state best delivery possible in the column provided opposite an individual item or in the space provided for all items. Time, if stated as a number of days, shall mean calendar days.

### 3. TAXES:

Quoters must not include Federal Excise Taxes in quotation. Exemption certificate will be furnished to the successful quoter.

### 4. SAMPLES:

Samples of items, when required, must be furnished free of expense to the County of Mendocino and if not destroyed by tests will, upon request, be returned at the quoter's expense. Samples of selected items may be retained for comparison.

### 5. SUBMISSION OF BIDS:

Quotations and modifications or corrections thereof received after the closing time specified will not be considered.

Quotations will not be accepted via telephone or facsimile unless specifically approved by the Purchasing Office in advance.

### 6. AWARDS:

The County of Mendocino reserves the right to accept quotations on individual items listed, on groups of items, or on the proposal as a whole, to reject any and all quotations, to waive any informality in the quotations, and to accept the responsive quotation that appears to be for the best interest of the County of Mendocino.

In determining the successful quoter, the quoted prices will be given prime consideration. However, quality, delivery, warranty, suitability, compatibility with existing equipment and manufacturer's and/or vendor's reputation will be considered along with any other relevant facts.

### 7. PAYMENT:

Payments shall be made upon submission of itemized invoices in duplicate, at the prices stipulated on the purchase order, for supplies or equipment delivered and accepted or services rendered and accepted, less deductions, if any, as provided on the purchase order.

### 8. DISTRICT PARTICIPATION BY PUBLIC ENTITIES WITHIN MENDOCINO COUNTY:

Any or all Mendocino County tax-supported agencies such as schools and cities within the jurisdiction of Mendocino County who wish to participate shall be included in this quote. However, a separate contract or purchase order originating with such an agency and based on the net prices herein shall be arranged by the vendor.

### 9. PRICES AND TERMS:

Unless stipulated otherwise, prices and terms quoted herein shall be made available to other public agencies.

### 10. SUSTAINABLE PRACTICES AND PROCUREMENT OF RECYCLED PRODUCTS

The Board of Supervisors has committed the County of Mendocino to the purchase and use of recycled products which will contribute to the conservation and protection of the resources referenced within this bid/quote. Further, it is the policy of Mendocino County to:

- Institute practices that reduce waste by increasing efficiency and effectiveness; and
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, and use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free.

### 11. LOCAL VENDOR PREFERENCE:

The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid or Quote are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered. 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.

"Local" vendor will be approved as such when, 1) it conducts business in an office with a physical location within the County of Mendocino; 2) it holds a valid business license issued by the County, and will be asked 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 will be asked the business address and how many years the business has been at that location.

**ATTACHMENT B  
MENDOCINO COUNTY  
GENERAL CONDITIONS FOR PURCHASE ORDERS**

The following provisions are hereby made a part of the Purchase Order contract and Vendor, by his acceptance of this order, agrees thereto:

1. All products delivered must conform to the current specifications of Title 8, California Safety Code (CAL-OSHA).
2. No alteration in any of the terms, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Mendocino.
3. No charges will be allowed for packing, wrapping bags, containers, reels, etc., unless otherwise specified.
4. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.
5. Materials purchased are subject to the approval of the County of Mendocino and, if rejected, are held subject to Vendor's risk and expenses incurred for their return.
6. PURCHASE ORDER NUMBER MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
7. ITEMIZED PACKING LIST shall be enclosed in each box or package.
8. All specifications and plans referred to in this order shall form a part of the contract.
9. Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
10. Purchase Orders will be paid only after all items on the order have been shipped and received and all invoices have been received by the Purchasing Agent.
11. Cash discount period on all invoices shall commence on the date correctly completed invoice(s) or shipment is received by the County of Mendocino, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on the date final approval for payment is authorized. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
12. The County of Mendocino must pay California state and local sales tax, unless Purchase Order specifically indicates exemption.
13. The County of Mendocino is exempt from Federal Excise and Transportation taxes. Exemption certificate will be furnished upon request.
14. Liens: Vendor, by accepting this Purchase Order, warrants and represents that the goods, wares, or merchandise ordered herein are free and clear from all claims and liens of any nature.
15. Vendor shall hold the County of Mendocino, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all action brought against the County of Mendocino or Vendor because of the unauthorized use of such articles.
16. By Board Resolution, any claim over six months old must be presented to the Board of Supervisors for payment approval.

## 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 707-234-6869.

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\\_-sq01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sq01vn000r_epayablesvendors_-na)

*If vendor agrees to be enrolled as an ePayables vendor, the Auditor's office will email them a welcome letter with instructions on how to sign-up.*

# Sheriff's Office Fleet Replacement Specs

Budget Year 2021-22

Patrol Vehicles

09-23-2021

## 2022 Ford Interceptor Utility Police SUV

1. YZ - Oxford White body color ✓
2. Charcoal black cloth interior with Cloth front buckets / Vinyl Rear ✓
3. 99B/44U - 3.3L V6 Direct-Injection FFV with 10-speed Automatic ✓
4. Four (4) keys
5. Standard Equipment plus the following options:
  - a. 17A - Auxiliary air conditioning ✓
  - b. 17T - Switchable Red/White Lighting in Cargo Area ✓
  - c. 18D - Global lock/unlock ✓
  - d. 43D - Dark Car Feature ✓
  - e. 51V - Dual spotlamps LED Whelen (flood style if possible) ✓
  - f. 549 - Heated sideview mirrors ✓
  - g. 59E - Keyed alike fleet key option (4 keys) ✓
  - h. 60R - Noise suppression strap ✓
  - i. 63B - Sideview mirror LED lamps (red on both sides if possible) ✓
  - j. 66A - Front Headlamp Lighting Solution ✓
  - k. 66B - Tail Lamp Lighting Solution ✓
  - l. 68G - Rear door controls inoperable ✓
  - m. 76R - Rear sensing system ✓
  - n. 85R - Rear Console Plate ✓
  - o. License plate bracket (Front) ✓



CNGP530

## VEHICLE ORDER CONFIRMATION

10/21/21 16:11:26

==&gt;

Dealer: F72438

2022 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 2323 Priority: A3 Ord FIN: QA597 Order Type: 5B Price Level: 215  
Ord Code: 500A Cust/Flt Name: MENDOCINO CO PO Number:

## RETAIL

## RETAIL

K8A 4DR AWD POLICE \$40980  
.119" WHEELBASE  
YZ OXFORD WHITE  
9 CLTH BKTS/VNL R  
6 EBONY  
500A EQUIP GRP  
.AM/FM STEREO  
99B 3.3L V6 TI-VCT (3450)  
44U 10SPD AUTO TRAN NC  
CA BOARD FEES NC  
FLEET SPCL ADJ NC  
17A AUX CLIMATE CTL 610  
17T CARGO DOME LAMP 50  
18D GBL LOCK/UNLOCK NC  
425 50 STATE EMISS NC

43D COURTESY DISABL \$25  
51V SPTLMP LED DUAL 665  
549 PWR MIRR HTD 60  
55F KEYLESS - 4 FOB 340  
59E KEY CODE 1435X 50  
60R NOISE SUPPRESS 100  
63B SD MARKER LGHTS 290  
66A FRONT HDLMP PKG 895

TOTAL BASE AND OPTIONS 42685

TOTAL 42685

\*THIS IS NOT AN INVOICE\*

\* MORE ORDER INFO NEXT PAGE \*

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC053071

V1DP0899

2,6

CNGP530

## VEHICLE ORDER CONFIRMATION

10/21/21 16:11:38

==&gt;

Dealer: F72438

2022 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 2323 Priority: A3 Ord FIN: QA597 Order Type: 5B Price Level: 215

Ord Code: 500A Cust/Flt Name: MENDOCINO CO PO Number:

RETAIL

RETAIL

.GRILL WIRING

TOTAL

\$42685

66B TAIL LAMP PKG 430

\*THIS IS NOT AN INVOICE\*

68G RR DR/LK INOP 75

76R REVERSE SENSING 275

85R RR MOUNT PLATE 45

86T RR TAILLAMP HSG NC

FLEX-FUEL

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1245

TOTAL BASE AND OPTIONS 42685

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC053071

V1DP0899

2,6



## Retail Worksheet

[Print Worksheet](#)[Send to F&I](#)

### Deal

Deal #

Deal Date

Deal Type

Financial Inst.

Program

Deal Status **Stored**

Vehicle

☒ New ☐ Used ☐ Demo ☐ Cert.

Stock #

Year

Make ☒

Model

Style

Odometer

### Buyer

Customer #

Last

First

Company

Reg State

County

### Sales Price

MSRP	<input type="text" value="42,685.00"/>
Discount	<input type="text" value="8,162.00"/>
Selling Price	<input type="text" value="34,523.00"/>
Aftermarkets	<input type="text" value="0.00"/>
Doc Fee	<input type="text" value="85.00"/>
VSI Premium	<input type="text" value="0.00"/>
ESC Premium	<input type="text" value="0.00"/>
Maintenance	<input type="text" value="0.00"/>
GAP Premium	<input type="text" value="0.00"/>
LAH/IUI	<input type="text" value="0.00"/>
Prior Lease Bal	<input type="text" value="0.00"/>
License Fee	<input type="text" value="0.00"/>
Dealer Fees	<input type="text" value="0.00"/>
Total Fees	<input type="text" value="38.75"/>
Total Taxes	<input type="text" value="3,071.46"/>
Total Price	<input type="text" value="37,718.21"/>
Trade Difference	<input type="text" value="34,523.00"/>

### Down Payment

Cash Down	<input type="text" value="0.00"/>
Deposit	<input type="text" value="0.00"/>
Total Rebates	<input type="text" value="0.00"/>
Total Trade Allow	<input type="text" value="0.00"/>
Total Trade Payoff	<input type="text" value="0.00"/>
Total Net Trade	<input type="text" value="0.00"/>
Total Def Down	<input type="text" value="0.00"/>
Total Down Payment	<input type="text" value="0.00"/>

### Payment

Term

Sell Rate

AOR

# Days 1st Payment

Payments Per Year

1st Payment Date

Prepaid Fin Charge

APR

Amount Financed

Finance Charge

Total of Payments

Total Sales Price

**Payment 37,718.21**

Vehicle Quote Summary

Company Name: REDWOOD FORD  
Complete Address: 1170 S. STATE ST, UKIAH, CA 95482  
Telephone Number: 707-468-0091  
E-mail Address: jlantz@redwoodford.com  
Authorized Signature: [Signature]  
Print Name & Title: JOHN LANZIT, Fleet MGR

Item #: 1

Make: 2022 FORD  
Model: INTERCEPTOR UTILITY POLICE SUV  
Keys & Fob 4 Sets: 4  
DOC Fees: 85.00  
DMV Fees: FILING FEE \$30-  
Other Applicable Fees: TIRE FEE \$15  
Other Applicable Fees: \_\_\_\_\_  
Sales Tax: + ~~3071.46~~ 3071.46  
Unit Total: + 37,718.21  
Extended Total: X 17 = \$641,209.57

The following notes apply to this quote:

- Quotes must be signed by an authorized representative of the Company.
- This is a sealed bid. All bids are due no later than October 22, 2021 by 2:00 PM. Quotes must be submitted in a sealed envelope with the quote number, RFQ 039-21 clearly identified to:

Mendocino County  
General Services  
841 Low Gap Road  
Ukiah, CA 95482  
Attn: Purchasing RFQ 039-21

FA # \_\_\_\_\_

**Fixed Asset Request Form - FY 2021-22 Budget**

NOTE: Fixed assets are those items (even if purchased separately, are part of one unit) that have a useful life of more than one year and are valued at \$5,000 or more. Note: Office furniture, as an example, (panels, files, desktops, shelves etc) should be considered a fixed asset, if costing more than \$5,000, even if individual parts of the unit are less than \$5,000.

Department: MCSOBudget Unit: 2310Org Code: SO

Item Description: 2022 Ford Interceptor Utility Police SUV Quantity: 17 Cost: \$641,209.57

Manufacturer: Ford

Model#: Interceptor SUV

Quote Source: Redwood Ford

Justification and Funding Source: The purpose of this request is to obtain approval for the purchase of 17 patrol vehicles as fixed assets previously identified in the request for PG&E funding that was approved and allocated by the Board of Supervisors to the Sheriff's Budget Unit 2310 in Line Item 86-4370. A request for bids was submitted, with Redwood Ford being the lowest bidder. See attached quote for details.

Requested By: Juanita Dreiling

Item Description:

Quantity:

Cost:

Manufacture:

Model#:

Quote Source:

Justification and

Funding Source:

Requested By:

Item Description:

Quantity:

Cost:

Manufacture:

Model#:

Quote Source:

Justification and

Funding Source:

Requested By:



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4u)

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**To:** Board of Supervisors

**From:** Transportation

**Meeting Date:** November 16, 2021

**Department Contact:** Howard N. Dashiell

**Phone:** 463-4363

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Approving Notice of Completion and Release of Contract Surety, Department of Transportation Contract Number 190090, 2017 Fire Damage Repairs on East Road, County Road 230, at Milepost 3.47 (Redwood Valley Area)

**Recommended Action/Motion:**

Adopt Resolution approving Notice of Completion and release of Contract Surety, Department of Transportation Contract Number 190090, 2017 Fire Damage Repairs on East Road, County Road 230, at milepost 3.47 (Redwood Valley Area); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

By Resolution Number (No.) 18-200 (December 18, 2018), The Board of Supervisors authorized Department of Transportation (DOT) to advertise for bids and award DOT Contract No. 190090 to perform 2017 Fire Damage Permanent Repairs on East Road, County Road 230, at milepost 3.47.

**Summary of Request:**

Work has been completed. DOT would like to file the Notice of Completion to commence the applicable lien periods, and pending no claims, release Contract Sureties after expiration of lien periods. Contract Surety must be released as prescribed by existing laws.

**Alternative Action/Motion:**

Postpone approval of the Notice of Completion and release of Contract Sureties for DOT Contract No. 190090.

**How Does This Item Support the General Plan?** This Item supports the roadway element of transportation systems in the General Plan by keeping vital infrastructure to the roadway functioning in order to support motorized vehicle travel.

**Supervisory District:** District 1

**vote requirement:** Majority

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



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**Item #: 4u)**

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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:** Judy Morris, 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:

Howard N. Dashiell  
DIRECTOR OF TRANSPORTATION

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



**FUNCTIONS**

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

**COUNTY OF MENDOCINO  
DEPARTMENT OF TRANSPORTATION**  
340 LAKE MENDOCINO DRIVE  
UKIAH, CALIFORNIA 95482-9432  
VOICE (707) 463-4363 FAX (707) 463-5474

July 15, 2021

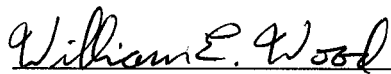
TO: Howard N. Dashiell, Director of Transportation

FROM: William E. Wood, Senior Engineering Technician

RE: NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY,  
DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 190090,  
2017 FIRE DAMAGE REPAIRS ON EAST ROAD, COUNTY ROAD 230,  
AT MILEPOST 3.47 (REDWOOD VALLEY AREA)

I have made the final inspection of the above referenced project, Department of Transportation Contract Number 190090, and now report that all work has been completed in substantial compliance with approved plans, specifications, special provisions, and authorized change orders of the contract.

The project was completed on the date indicated below and I recommend its acceptance by the Board of Supervisors.

  
William E. Wood  
Senior Engineering Technician

10-19-2021  
Date

As Director of Transportation for the County of Mendocino, I hereby recommend acceptance of the above referenced project by the Board of Supervisors.

  
HOWARD N. DASHIELL  
Director of Transportation

10/21/21  
Date

cc: DOT PROJECT NO. 3030-F1806102PR

## **RESOLUTION NO. 21-**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 190090, 2017 FIRE DAMAGE REPAIRS EAST ROAD, COUNTY ROAD 230 AT MILEPOST 3.47 (REDWOOD VALLEY AREA)**

WHEREAS, by Resolution Number 18-200 adopted December 18, 2018, the Mendocino County Board of Supervisors authorized Department of Transportation (DOT) to advertise and award DOT contract No. 190090; and

WHEREAS, on July 15, 2021, DOT awarded DOT Contract Number 190090 to Gregg Simpson Trucking, of Ukiah, CA (CONTRACTOR), for the 2017 Fire Damage Repairs on East Road, in Redwood Valley, County Road 230, at milepost 3.47; and

WHEREAS, final inspection and submission of contract records for the construction activity on the project was made pursuant to the Recommendation for Acceptance and filing of Notice of Completion accompanying this resolution; and

WHEREAS, section 9204 of the California Civil Code provides that a public entity may record a notice of completion on or within 15 days after the date of completion of a work of improvement and section 9200 provides that completion of a work of improvement occurs at the earlier of the acceptance of the work of improvement by the public entity or the cessation of labor on the work of improvement for a continuous period of 60 days; and

WHEREAS, section 9356 of the California Civil Code provides that a stop payment notice is not effective unless given before the expiration of 30 days after the recordation of a Notice of Completion; and

WHEREAS, section 9558 of the California Civil Code provides that a claimant may commence an action to enforce the liability on a payment bond no later than six months after the period in which a stop payment notice may be given under section 9356 of the Civil Code; and

WHEREAS, the Department of Transportation is requesting the authority to issue acceptance of the contract for the purpose of grant funding claims, apart from the actions taken to comply with the above-referenced sections of the California Civil Code, which acceptance would occur following confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR.

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

1. Accepts the completed work, approves the form of Notice of Completion and authorizes the Director of Transportation to execute the Notice of Completion for DOT Contract No. 190090 and file it with the County Recorder; and
2. Authorizes and directs the Director of Transportation to release, in accordance with the following schedule, the contract bonds filed by the contractor, Gregg Simpson Trucking, 11 Highland Ct, Ukiah, CA 95482, pursuant to the provisions of DOT Contract No. 190090 executed July 8, 2021; and

//

3. Authorizes and directs the Director of Transportation to release, thirty days from the date of recordation of Notice of Completion, upon confirmation with the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against same, the Performance Bond No.1001121755, in the amount of \$30,680.00 issued by the U.S. Specialty Insurance Company of Los Angeles, CA. 90017; and
4. Authorizes and directs the Director of Transportation to accept DOT Contract No. 190090 for the purpose of grant funding claims, upon confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR; and
5. Authorizes and directs the Director of Transportation to release, thirty days plus six months from the date of recordation of Notice of Completion, providing no claims or lawsuits have been filed against same, the Payment Bond No.1001121755, in the amount of \$30,680.00 issued by the U.S. Specialty Insurance Company of Los Angeles, CA. 90017.

The foregoing Resolution introduced by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this \_\_\_\_\_ 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

When recorded please mail  
a copy of this instrument to:

**COUNTY OF MENDOCINO  
DEPARTMENT OF TRANSPORTATION  
340 LAKE MENDOCINO DRIVE, UKIAH, CA 95482**

*No Fee Pursuant to Government Code 27383*

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned owner, being the COUNTY OF MENDOCINO, STATE OF CALIFORNIA, acting by and through its BOARD OF SUPERVISORS, caused certain construction and/or improvement work to be performed within the County of Mendocino, which work is generally described as being

**DOT CONTRACT NO. 190090  
2017 FIRE DAMAGE REPAIRS ON EAST ROAD IN REDWOOD  
VALLEY, COUNTY ROAD 230, AT MILEPOST 3.47  
DOT PROJECT NO. 3030-F1806102PR**

2. The contract for the performance of said work was awarded to:  
  
Gregg Simpson Trucking  
11 Highland Ct  
Ukiah, CA 95482
3. On the 8st day of JULY 2021, said construction was completed in substantial compliance with the approved plans, specifications, and authorized changes thereto.
4. Said Contractor, Gregg Simpson Trucking, was the Contractor for said work and Travelers Casualty And Surety Company of America was surety for the Contractor's Bonds.
5. I certify under penalty of perjury under the laws for the State of California that the foregoing is true and correct.

THIS NOTICE is given on this 17th day of NOVEMBER 2021.

COUNTY OF MENDOCINO, UNDERSIGNED OWNER

BY: \_\_\_\_\_  
Howard N. Dashiell  
DIRECTOR OF TRANSPORTATION







# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4v)

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**To:** Board of Supervisors

**From:** Transportation

**Meeting Date:** November 16, 2021

**Department Contact:** Howard N. Dashiell

**Phone:** 463-4363

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Approving Notice of Completion and Release of Contract Surety, Department of Transportation Contract Number 190091, 2017 Fire Damage Repairs on East Road, County Road 230, at Milepost 3.14 to 3.17 (Redwood Valley Area)

**Recommended Action/Motion:**

Adopt Resolution approving Notice of Completion and release of Contract Surety, Department of Transportation Contract Number 190091, 2017 Fire Damage Repairs on East Road, County Road 230, at milepost 3.14 to 3.17 (Redwood Valley Area); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

By Resolution Number (No.) 18-200 (December 18, 2018), The Board of Supervisors authorized Department of Transportation (DOT) to advertise for bids and award DOT Contract No. 190091 to perform 2017 Fire Damage Permanent Repairs on East Road, County Road 230, at milepost 3.14 to 3.17.

**Summary of Request:**

Work has been completed. DOT would like to file the Notice of Completion to commence the applicable lien periods, and pending no claims, release Contract Sureties after expiration of lien periods. Contract Surety must be released as prescribed by existing laws.

**Alternative Action/Motion:**

Postpone approval of the Notice of Completion and release of Contract Sureties for DOT Contract No. 190091.

**How Does This Item Support the General Plan?** This Item supports the roadway element of transportation systems in the General Plan by keeping vital infrastructure to the roadway functioning in order to support motorized vehicle travel.

**Supervisory District:** District 1

**vote requirement:** Majority

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

**Fiscal Details:**

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**Item #: 4v)**

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**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:** Judy Morris, Deputy CEO**CEO Review:** Yes**CEO Comments:****FOR COB USE ONLY**

---

**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.

Howard N. Dashiell  
DIRECTOR OF TRANSPORTATION

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



**FUNCTIONS**

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

**COUNTY OF MENDOCINO  
DEPARTMENT OF TRANSPORTATION**

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

August 20, 2021

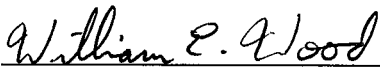
TO: Howard N. Dashiell, Director of Transportation

FROM: William E. Wood, Senior Engineering Technician

RE: NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY,  
DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 190091,  
2017 FIRE DAMAGE REPAIRS ON EAST ROAD, COUNTY ROAD 230,  
AT MILEPOST 3.14 TO 3.17 (REDWOOD VALLEY AREA)

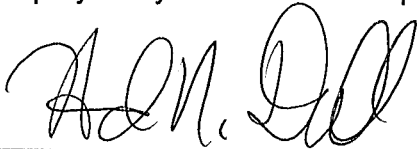
I have made the final inspection of the above referenced project, Department of Transportation Contract Number 190091, and now report that all work has been completed in substantial compliance with approved plans, specifications, special provisions, and authorized change orders of the contract.

The project was completed on the date indicated below and I recommend its acceptance by the Board of Supervisors.

  
William E. Wood  
Senior Engineering Technician

10-19-2021  
Date

As Director of Transportation for the County of Mendocino, I hereby recommend acceptance of the above referenced project by the Board of Supervisors.

  
HOWARD N. DASHIELL  
Director of Transportation

10/21/21  
Date

cc: DOT PROJECT NO. 3030-F1806103PR

## **RESOLUTION NO. 21-**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 190091, 2017 FIRE DAMAGE REPAIRS EAST ROAD, COUNTY ROAD 230 AT MILEPOST 3.14 TO 3.17 (REDWOOD VALLEY AREA)**

WHEREAS, by Resolution Number 18-200 adopted December 18, 2018, the Mendocino County Board of Supervisors authorized Department of Transportation (DOT) to advertise and award DOT contract No. 190091; and

WHEREAS, on April 30, 2021, DOT awarded DOT Contract Number 190091 to Gregg Simpson Trucking, of Ukiah, CA (CONTRACTOR), for the 2017 Fire Damage Repairs on East Road, in Redwood Valley, County Road 230, at milepost 3.14 to 3.17; and

WHEREAS, final inspection and submission of contract records for the construction activity on the project was made pursuant to the Recommendation for Acceptance and filing of Notice of Completion accompanying this resolution; and

WHEREAS, section 9204 of the California Civil Code provides that a public entity may record a notice of completion on or within 15 days after the date of completion of a work of improvement and section 9200 provides that completion of a work of improvement occurs at the earlier of the acceptance of the work of improvement by the public entity or the cessation of labor on the work of improvement for a continuous period of 60 days; and

WHEREAS, section 9356 of the California Civil Code provides that a stop payment notice is not effective unless given before the expiration of 30 days after the recordation of a Notice of Completion; and

WHEREAS, section 9558 of the California Civil Code provides that a claimant may commence an action to enforce the liability on a payment bond no later than six months after the period in which a stop payment notice may be given under section 9356 of the Civil Code; and

WHEREAS, the Department of Transportation is requesting the authority to issue acceptance of the contract for the purpose of grant funding claims, apart from the actions taken to comply with the above-referenced sections of the California Civil Code, which acceptance would occur following confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR.

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

1. Accepts the completed work, approves the form of Notice of Completion and authorizes the Director of Transportation to execute the Notice of Completion for DOT Contract No. 190091 and file it with the County Recorder; and
2. Authorizes and directs the Director of Transportation to release, in accordance with the following schedule, the contract bonds filed by the contractor, Gregg Simpson Trucking, 11 Highland Ct, Ukiah, CA 95482, pursuant to the provisions of DOT Contract No. 190091 executed August 9, 2021; and
3. Authorizes and directs the Director of Transportation to release, thirty days from the date of recordation of Notice of Completion, upon confirmation with the Clerk of the Board

and the Auditor that no claims or lawsuits have been filed against same, the Performance Bond No. 100565767 in the amount of \$119,724.00 issued by the U.S. Specialty Insurance Company of Los Angeles, CA. 90017; and

4. Authorizes and directs the Director of Transportation to accept DOT Contract No. 190091 for the purpose of grant funding claims, upon confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR; and
5. Authorizes and directs the Director of Transportation to release, thirty days plus six months from the date of recordation of Notice of Completion, providing no claims or lawsuits have been filed against same, the Payment Bond No. 100565767 in the amount of \$119,724.00 issued by the U.S. Specialty Insurance Company of Los Angeles, CA. 90017.

The foregoing Resolution introduced by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this \_\_\_\_\_ 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

When recorded please mail  
a copy of this instrument to:

**COUNTY OF MENDOCINO  
DEPARTMENT OF TRANSPORTATION**

**340 LAKE MENDOCINO DRIVE, UKIAH, CA 95482**

*No Fee Pursuant to Government Code 27383*

---

**SPACE ABOVE THIS LINE FOR RECORDER'S USE  
NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned owner, being the COUNTY OF MENDOCINO, STATE OF CALIFORNIA, acting by and through its BOARD OF SUPERVISORS, caused certain construction and/or improvement work to be performed within the County of Mendocino, which work is generally described as being

**DOT CONTRACT NO. 190091  
2017 FIRE DAMAGE REPAIRS ON EAST ROAD IN REDWOOD  
VALLEY, COUNTY ROAD 230, AT MILEPOST 3.14 TO 3.17  
DOT PROJECT NO. 3030-F1806103PR**

2. The contract for the performance of said work was awarded to:  
  
Gregg Simpson Trucking  
11 Highland Ct.  
Ukiah, CA 95482
3. On the 9th day of August 2021, said construction was completed in substantial compliance with the approved plans, specifications, and authorized changes thereto.
4. Said Contractor, Gregg Simpson Trucking, was the Contractor for said work and Travelers Casualty And Surety Company of America was surety for the Contractor's Bonds.
5. I certify under penalty of perjury under the laws for the State of California that the foregoing is true and correct.

THIS NOTICE is given on this 17th day of NOVEMBER 2021.

COUNTY OF MENDOCINO, UNDERSIGNED OWNER

BY: \_\_\_\_\_  
Howard N. Dashiell  
DIRECTOR OF TRANSPORTATION





# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4w)

---

**To:** Board of Supervisors

**From:** Transportation

**Meeting Date:** November 16, 2021

**Department Contact:** Howard N. Dashiell

**Phone:** 463-4363

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Approving Department of Transportation Agreement Number 210037, 2021 Quadrennial Surveying Support Agreement with SHN Consulting Engineers and Geologists, Inc., in the Amount of \$250,000, for the Term Starting Upon Execution of the Agreement through December 31, 2025, and Authorizing the Director of Transportation to Sign Any and All Amendments to the Agreement Not to Exceed \$25,000, for Professional Survey Services on Various County Projects (County-Wide)

**Recommended Action/Motion:**

Adopt the resolution approving Department of Transportation Agreement Number 210037, 2021 Quadrennial Surveying Support Agreement with SHN Consulting Engineers and Geologists, Inc., in the amount of \$250,000, for the term starting upon execution of the agreement through December 31, 2025, and authorizing the Director of Transportation to sign any and all amendments to the agreement not to exceed \$25,000 for professional survey services on various County projects(County-Wide); and authorize the Chair to sign same.

**Previous Board/Board Committee Actions:**

By Resolution Number (No.) 16-117 (September 13, 2016), Board approved Board of Supervisors Agreement No. 16-081/Department of Transportation (DOT) Agreement No. 160045 for Surveying Support Services with SHN. This agreement has since expired.

**Summary of Request:**

During the four-year period of DOT Agreement No. 210037, projects with surveying needs are expected to arise. Mendocino County DOT has insufficient engineering staff to perform the work in a timely manner and therefore requires additional professional, expert, and technical services. As required by federal funding sources, DOT conducted a Qualifications-Based Selection for professional services (Brooks Act). This process also meets state requirements under Sections 4525 through 4529.5 of the Government Code (popularly known as the Mini-Brooks Act). DOT staff reviewed and ranked two proposals and selected SHN as the most qualified. DOT Agreement No. 210037 with SHN will provide on-call surveying support services until December 31, 2025, for a "not to exceed" price of \$250,000. Under DOT Agreement No. 210037, DOT will authorize work on a case-by-case basis by work order for the surveying support services needed for the project. DOT also believes it is prudent for the Board of Supervisors to authorize the Director of Transportation to execute amendments to DOT Agreement No. 210037 not to exceed \$25,000 for timely completion of unanticipated work as may be required.

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**Item #: 4w)**

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**Alternative Action/Motion:**

An alternative would be to postpone or cancel approval of this agreement.

**How Does This Item Support the General Plan?** This Item supports the roadway element of transportation systems in the General Plan by keeping vital infrastructure to the roadway functioning in order to support motorized vehicle travel.

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** Road Fund/Up to 100% Federal Funding      **budgeted in current f/y:** N/A

**current f/y cost:** \$60,000 (estimated)      **if no, please describe:**

**annual recurring cost:** \$50,000 per year for four years      **revenue agreement:** N/A

**budget clarification:**

**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**

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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:**

Howard. N. Dashiell  
DIRECTOR OF TRANSPORTATION

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



**FUNCTIONS**

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

**COUNTY OF MENDOCINO  
DEPARTMENT OF TRANSPORTATION**

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

November 16, 2021

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

RE: ADOPTION OF RESOLUTION APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 210037, 2021 QUADRENNIAL SURVEYING SUPPORT AGREEMENT WITH SHN CONSULTING ENGINEERS AND GEOLOGISTS, INC., IN THE AMOUNT OF \$250,000, FOR THE TERM STARTING UPON EXECUTION OF THE AGREEMENT THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO SIGN ANY AND ALL AMENDMENTS TO THE AGREEMENT NOT TO EXCEED \$25,000, FOR PROFESSIONAL SURVEY SERVICES ON VARIOUS COUNTY PROJECTS (COUNTY-WIDE)

Honorable Board Members:

Mendocino County Department of Transportation (DOT) is working on a multitude of projects for improving the County Maintained Road System. All of these are small to medium-sized projects that are funded to a major extent by state and federal reimbursement programs, which generally cover 88.53% to 100% of project costs, with the remainder coming from the Toll Credits or the Road Fund.

There is a critical need for site surveying and for the preparation of applicable surveying maps and records to properly execute such road improvement projects. Many of the site surveying tasks could be performed by in-house personnel (e.g. Engineering Technicians assigned to DOT's Engineering Division); however, they are occupied with other work, such as designing road projects and performing Resident Engineer duties for active construction contracts.

In view of the need for surveying services support for the large number of projects county-wide, on July 07, 2021, DOT issued a Request for Proposals (RFP) for accomplishing the proposed work under DOT Agreement Number (No.) 210037. In response to the RFP, DOT received (by the established deadline) two technical proposals from firms capable of providing the annual professional surveying services.

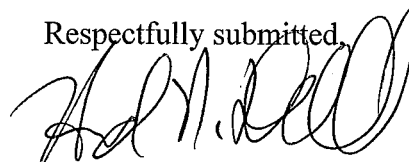
In rating and ranking the proposals, DOT determined that SHN Consulting Engineers and Geologists, Inc. (SHN), of Willits, California, is the firm best qualified to perform the work under DOT Agreement No. 210037. After discussion and negotiations, SHN has agreed to perform the work under DOT Agreement No. 210037 on a work order basis, with a total of all work orders not to exceed \$250,000. DOT also believes it is prudent for the Board of Supervisors to authorize the Director of Transportation to execute amendments to DOT Agreement No. 210037 not to exceed \$25,000 for timely completion of unanticipated work as may be required. These work orders will be completed over a four-year period.

I therefore, recommend and request, the Board authorize and direct the Director of Transportation to award DOT Agreement No. 210037 for 2021 Quadrennial Surveying Support Services Agreement for professional survey services on various County projects to SHN.

DOT staff has prepared a draft Resolution which provides for said authorization for the Board's consideration and adoption. Three copies of DOT Agreement No. 210037 have been provided for the Board's review and approval.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "H. N. Dashiell", written over the typed name.

HOWARD N. DASHIELL  
Director of Transportation

cc: DOT Quadrennial Survey Agreement File

**RESOLUTION NO. 21-**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 210037, 2021 QUADRENNIAL SURVEYING SUPPORT AGREEMENT WITH SHN CONSULTING ENGINEERS AND GEOLOGISTS, INC., IN THE AMOUNT OF \$250,000, FOR THE TERM STARTING UPON EXECUTION OF THE AGREEMENT THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO SIGN ANY AND ALL AMENDMENTS TO THE AGREEMENT NOT TO EXCEED \$25,000, FOR PROFESSIONAL SURVEY SERVICES ON VARIOUS COUNTY PROJECTS (COUNTY-WIDE)**

WHEREAS, the Mendocino County Department of Transportation (DOT) is desirous of completing road projects which are supported to a major extent by federal and state reimbursement programs; and

WHEREAS, there is a critical need for site surveying and for the preparation of applicable surveying maps and records to properly design and bid such road improvement projects; and

WHEREAS, DOT has insufficient engineering staff to perform the work in a timely manner and therefore requires additional professional, expert and technical services of a temporary nature; and

WHEREAS, on July 07, 2021, DOT issued a Request for Proposals (RFP) for accomplishing the proposed work under DOT Agreement Number (No.) 210037; and

WHEREAS, DOT has determined that SHN Consulting Engineers and Geologists, Inc. (SHN), of Willits, California, is the firm best qualified to perform the work under DOT Agreement No. 210037, for this four-year Agreement; and

WHEREAS, DOT has determined that \$250,000 should be an adequate amount to fund the Agreement over the four-year life of the Agreement; and

WHEREAS, DOT believes it is prudent for amendments authorizing up to \$25,000 of additional work under DOT Agreement No. 210037 to be executed by the Director of Transportation, so as to allow for timely completion of the work.

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

1. Approves DOT Agreement No. 210037, 2021 Quadrennial Surveying Support Agreement with SHN for professional surveying support services on various projects County-wide; and
2. Authorizes and directs the Chair of the Board of Supervisors to execute said DOT Agreement No. 210037 on behalf of Mendocino County; and

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3. Authorizes the Director of Transportation to sign any and all amendments to DOT Agreement No. 210037 that will not increase the total amount of the contract by more than \$25,000.

The foregoing Resolution introduced by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this \_\_\_\_\_ 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



BOS AGREEMENT NO. \_\_\_\_\_  
DOT AGREEMENT NO. 210037

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

**AS-NEEDED SURVEY SERVICES FOR VARIOUS ASSIGNMENTS ON PROJECTS  
THROUGHOUT THE COUNTY FOR THE 2021 QUADRENNIAL SURVEY SUPPORT  
AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and SHN Consulting Engineers and Geologists, Inc. hereinafter referred to as the "CONSULTANT".

**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 CONSULTANT for its Survey Support Services; and,

WHEREAS, CONSULTANT 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 CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

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

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through 31 December 2025.

The compensation payable to CONSULTANT hereunder shall not exceed Two Hundred Fifty Thousand dollars (\$250,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW: Transportation

Howard N. Dashiell 10/19/21  
HOWARD N. DASHIELL, Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Grant: ☐ Yes ☒ No

Grant No.: N/A - On-call Surveying

CONSULTANT/COMPANY NAME

By: Jan Dashiell

Date: 10/20/21

NAME AND ADDRESS OF CONSULTANT:

SHN Consulting Engineers and Geologists, Inc.

334 S. Main Street

Willits, CA 95490

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: 10/15/2021

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

10/14/2021

Date: \_\_\_\_\_

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Jeff Morris  
Deputy CEO

Date: 10/14/2021

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 CONSULTANT is an Independent Contractor. CONSULTANT 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 CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT 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.

CONSULTANT 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 CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT 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.

CONSULTANT 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 CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT 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), Consultant 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 CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT 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:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT 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 CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT 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, CONSULTANT 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. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT'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 CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT 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 CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT'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. CONSULTANT 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 CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT 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 CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT 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, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT 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 CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT 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 CONSULTANT.

8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT 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 CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT 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, CONSULTANT 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 CONSULTANT'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 CONSULTANT 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  
340 Lake Mendocino Drive  
Ukiah, CA 95482  
Attn: Howard Dashiell

To CONSULTANT: SHN Consulting Engineers and Geologists  
334 S. Main Street  
Willits, CA 95490  
ATTN: Matt Herman

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: CONSULTANT 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:  
CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, 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: CONSULTANT 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: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.

CONSULTANT represents and warrants to COUNTY that CONSULTANT 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 CONSULTANT 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 CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT 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 CONSULTANT 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 CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT 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. CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT without cause at any time upon giving to the CONSULTANT 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 CONSULTANT's work, the CONSULTANT 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 CONSULTANT for its Survey Support shall not exceed \$250,000 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 CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'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: CONSULTANT 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 CONSULTANT 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 CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT 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. CONSULTANT 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: CONSULTANT 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. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT 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: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT 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 CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT 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 CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT 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: Consultant 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 Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant'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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant 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

CONSULTANT shall provide the following services:

#### **TASK 1 Project Management and Coordination**

Project Management and Coordination will include the following subtasks:

- 1.1.1 Assignment** – COUNTY shall issue a work order for each project to be assigned to CONSULTANT.
- 1.1.2 Site Visit** – Promptly after reviewing the work order, CONSULTANT shall schedule with COUNTY for a joint visit to the project site to clarify, modify and refine the tasks to be completed by CONSULTANT. Generally, several project sites will be visited in one trip for time efficiency if they are in the same area of the county. CONSULTANT shall document conclusions reached during the site visit(s) and return the updated work order to COUNTY, indicating proposed cost for performing the project tasks and the proposed schedule for completing the work.
- 1.1.3 Cost Negotiation** – COUNTY shall then review CONSULTANT's information and proceed with brief discussions and negotiations to arrive at a fair and reasonable price and schedule for the work order tasks. If both parties are able to agree on the price and schedule for the surveying project tasks, the applicable work order shall be signed and dated by each party and the fully executed work order shall then be issued to CONSULTANT. Should the parties be unable to reach concurrence on the price and/or time for doing the work, COUNTY may immediately terminate negotiations, cancel the applicable work order, and proceed with accomplishing the work through other means.
- 1.1.4 Cost Basis** – All work performed by CONSULTANT is to be on a time-and-materials basis, as shown in Consultant Agreement Exhibit B, with a "not to exceed" amount being applied. The appropriate "not to exceed" amount shall be determined jointly by COUNTY and CONSULTANT prior to each fully-executed work order being issued to CONSULTANT.
- 1.1.5 Completion Time** – It is emphasized that time is of the essence for work performed under this Agreement and CONSULTANT shall complete assigned projects not more than thirty calendar days after issuance of the fully executed work order.
- 1.1.6 Work Quality** – All work under this agreement must be completed to the satisfaction of COUNTY and satisfy all requirements of Caltrans and the Federal Highway Administration. CONSULTANT will document the results of this work.

- 1.1.7 Consultant Contract DBE Information** – Consultant shall submit a complete Caltrans LAPM Exhibit 10-02 for each Work Order assigned.

## **Task 1.2 Coordination**

- 1.2.1 Point of Contact** – Matt Herman (Survey Principal) of SHN Consulting Engineers and Geologists, Inc., will be the single point of contact for maintaining liaison and coordination throughout the contract with COUNTY's Project Manager and other team leaders.
- 1.2.2 Project Title** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: 2021 Quadrennial Survey Support Agreement.
- 1.2.3 Project Long Description** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description of: As-needed survey services for various assignments on an assortment of projects throughout the County.
- 1.2.4 Project Short Description** – On forms with restricted space, CONSULTANT shall use the short project description of: As-needed survey services.
- 1.2.5 Project Coordination with County** – CONSULTANT will coordinate with the COUNTY through phone conversations, emails, written memoranda, fax etc.
- 1.2.6 Invoices** – CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT'S work, including covered dates of service, and copies of invoices from any sub-consultants. Invoices shall include the County's project number and consultant agreement number. Invoices shall be consistent with the *Local Assistance Procedures Manual*, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".

Should one contract include several projects, separate invoices shall be issued for each project.

Consultant must have paid all costs included on an invoice before seeking reimbursement from County. Prepayments are not allowed. The complete chain of charges through the sub-consultant levels must follow through to the invoice to COUNTY. Restaurant charges, etc., shall be itemized. Invoices with just a total will be rejected. COUNTY uses the *Caltrans Consultant/Contractor Travel Policy* for reimbursements for travel expenses. If an expense report is used, values on the report must match the receipts and on up the line. Items on a receipt not listed for reimbursement must be crossed out and initialed by the consultant seeking the reimbursement and the new total noted.

Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.

All charges accumulated within the COUNTY's fiscal year, 1 July through 30 June, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.

A sample invoice is given in Consultant Agreement Exhibit B. This format is to be used for all invoices, including subconsultants.

Cover letters, project updates etc. may be included with the invoice but not stapled to it.

#### **Deliverables**

- Monthly invoices
- Communication documents (emails, memos etc.)

### **TASK 2 Surveying and Mapping**

The topographic survey will be at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with one foot contour intervals. The topographic survey will also include:

Survey of the section containing the project to include the section corners, quarter corners and any other monumented points that may affect the alignment of section lines. Be the project on a section line, the lines of the adjacent section shall be included.

Prior to the field survey a records search will be performed and Underground Service Alert will be contacted to provide utility markings in the project area.

A Record of Survey will be prepared following project construction.

#### **Task 2.1 Control**

Survey vertical control shall be NAVD 88.

Survey horizontal control shall be parallel to the California Coordinate System of 1983, Zone 2. It is recommended that the project be on a coordinate system with much smaller values to support AutoCAD calculations. If this be done, a tie shall be provided to determine the actual California Coordinate System location.

#### **Task 2.2 Boundary Survey**

COUNTY may request surveys to determine the accurate locations of rights of way and boundary lines for property acquisition. This may include:

- Right of way and property research.
- Preparation of right of way plats.
- Completion of legal descriptions for property acquisition.
- Completion of records of surveys.
- Other boundary survey support for individual project needs.

#### **Task 2.3 Topographic Mapping**

Topographic mapping area will include the area of the area described in the Work Order.

Topographic mapping will include all necessary work to produce accurate surface contours for the eventual calculation of cut and fill areas and earthwork quantities for the project.

#### **Task 2.4 Surveying and Mapping for Roads**

All examples for needed work listed below are typical aspects envisioned to be addressed in the Work Orders under this Agreement and are provided as examples, only. Each project Work Order issued under this Agreement will be unique and have its individual requirements.

All road features, culture, utilities, other surface features and certain sub-surface features must be located to allow proper design of the project and others that might affect project design. Amongst these are:

- Existing right-of-way center lines and margins
- Beginnings and endings of: curbs, gutters, flow lines, edges of traveled way, fences, gates, guard rails and other linear features, with intermediate shots as required
- For all driveways: driveway centerline stations and widths. With curb and gutter, top and bottom of curb transition and the back of the ramp portion of the driveway. Without curb and gutter, elevations for top and flow line of any ditch and culvert and sufficient nearby elevations to allow for proper design of approaches.
- Bridges: centerlines, corners, wingwalls, cross section of underpassing feature, and other important points.
- Other culture: signs, building corners, trees (with diameter noted if greater than 4"), parking lot corners, areas outside of the right of way and any other points pertinent to the project.
- Utilities: manhole covers, access shaft diameter and offset to manhole, manhole diameter and material, all pipe sizes, materials and inverts; water valve covers and tops of operating nuts; fire hydrants; pad-mounted boxes and transformers; power poles; painted locations of underground utilities; overhead lights and the lowest elevation of the lowest wires crossing street.
- Drainage: drop inlet location, grate dimensions and all pipe sizes, materials and inverts; catch basin location, grate dimensions, local depression dimensions, surface dimensions and all pipe sizes, materials and inverts; manhole covers, access shaft diameter and offset to manhole, manhole diameter and material; culvert locations and dimensions and limits of any surrounding riprap; any other drainage features.

## **Task 2.5 Surveying and Mapping for Streams**

Additional work may be requested for use in stream flow modeling. This will include stream cross sections as well as data to assess the impact of any road fill to either side of the stream.

Stream data shall include:

- Channel cross sections (with the recommendations of the hydraulics engineer) at ½, 1, 1½, 2, 3 and 4 stream widths downstream of the proposed bridge location and ½, 1, 2 and 4 stream widths upstream of the proposed bridge location.
- Approach road cross sections at 50-foot intervals for 500 feet in both directions from the ends of the existing bridge
- Existing right-of-way center lines and margins
- Geotechnical boring sites and related utilities location marking
- Cross sections shall extend to at least the right of way margin. Be the margin on a slope, the top or toe will be included
- At all stations ending in +00 and +50, at either end of the project and one fifty feet beyond both project limits
- At all BCs and ECs
- At the furthest BCR or ECR from any cross street center line up and down station

- Grid of intersections with lines at fifteen-foot maximum spacing from MCR to MCR with a minimum of four lines in each direction

## **Task 2.6 Aerial Photogrammetry**

Additional work may be requested for use in stream flow modeling. This will include stream cross sections as well as data to assess the impact of any road fill to either side of the stream.

### **Deliverables**

Mendocino County Department of Transportation currently uses AutoCAD Civil 3D (2021). All files submitted shall be consistent with this version.

- ASCII text file containing field-gathered points in a PNEZD format with name: AXXXX\_Pts
- AutoCAD drawing file containing the existing surface and contours (1-foot interval), with name: AXXXX\_SurfEx
- AutoCAD drawing file containing the existing contours as polylines (1-foot interval), with name: AXXXX\_SurfEx-PL
- AutoCAD drawing file containing field-gathered culture, utilities, utility markings, found monumentation, roadway features etc., with name f\_AXXXX
- AutoCAD drawing file containing aerial-gathered culture, utilities, utility markings, found monumentation, roadway features etc., with name a\_AXXXX
- AutoCAD drawing of cross-sections (1"=10' horizontally and 1"=1' vertically), with name d\_AXXXXz\_SSS, where SSS=Street Designation.
- AutoCAD Civil 3D Traverse report for section lines, existing right-of-way centre lines and right of way legal descriptions.

## **SERVICES TO BE PROVIDED BY COUNTY**

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY shall furnish CONSULTANT with the design concept for each assigned project.

COUNTY shall issue an appropriate Work Order for each project to be assigned to CONSULTANT. COUNTY shall exercise due care in relaying project requirements to CONSULTANT and shall responsively participate in the Work Order process defined in Section II above.

COUNTY shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to the tasking assigned by each Work Order.

[END OF DEFINITION OF SERVICES]



## **EXHIBIT B**

### **PAYMENT TERMS**

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with Consulting Services Cost Estimate.
2. CONSULTANT's statement of charges shall be submitted to the COUNTY on a monthly basis.
3. Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by the COUNTY. In no event shall the amount paid to the CONSULTANT exceed the contract amount without prior written approval of the COUNTY.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
5. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.
6. CONSULTANT agrees to adhere to Task 1.2.6 (Invoices) of Consultant Agreement Exhibit A.

**[END OF PAYMENT TERMS]**

## SAMPLE INVOICE

(Provide a header with CONSULTANT's name, address and telephone number)

### INVOICE

County of Mendocino  
Department of Transportation  
340 Lake Mendocino Dr  
Ukiah, CA 95482

Invoice No.: 123

Date: 17 December 2015

Consultant Contract No.: C2F23

Attn: Nicolas Janopopolous

MCDOT Project No.: BXXXX

MCDOT Contract No.: 123456

S Fork Ten Mile Ck Bridge Replacement on Camp One  
Ten Mile Rd

Services Period: 1Apr15-30Apr15

Services Performed:

#### Consultant Charges

Staff classification	Name	Hours	Unit Rate	Total
Project Manager	John Jones	1.00	\$25.65	\$25.65
Senior Engineer	etc.	1.87	\$15.65	\$29.27
Biologist				
Direct Cost Subtotal				\$54.92
Indirect Cost Rate				103.57% \$56.88
Direct and Indirect Costs Subtotal				\$111.80
Fixed Fee				\$18.29
				\$130.09

#### Reimbursables

Mileage	\$0.64
Shipping	\$17.51
Reimbursables Subtotal	\$18.15

(Your firm name) Invoice Total \$148.24

#### Subconsultant Charges

Subconsultant 1, Invoice 1	\$1,250.00
Subconsultant 1, Invoice 2	\$500.00
Subconsultant 2	\$250.00

**Total Due This Invoice** \$2,148.24

#### Billing Status

Contract Amount	Previously Invoiced	Amount of This Invoice	Invoiced to Date	Amount Remaining	Per Cent Invoiced
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Signed: \_\_\_\_\_  
(Name)



## Consulting Engineers & Geologists, Inc.

### Initial Fee Schedule January 1, 2021

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. **Please note that SHN determines its fees on an annual basis. Annual increases will be 5%.** Current rates are as follows:

Hourly Charge Rates			
Position <sup>1</sup>	Hourly Rates		
Senior Engineer	\$ 150.00	-	\$ 200.00
Senior Geotechnical Engineer	\$ 150.00	-	\$ 200.00
Senior Engineering Geologist	\$ 150.00	-	\$ 200.00
Senior Geologist	\$ 140.00	-	\$ 180.00
Senior Planner	\$ 120.00	-	\$ 170.00
Senior Environmental Scientist	\$ 140.00	-	\$ 180.00
Senior Land Surveyor	\$ 130.00	-	\$ 170.00
Project Manager	\$ 100.00	-	\$ 180.00
Project Engineer	\$ 110.00	-	\$ 150.00
Project Geologist	\$ 110.00	-	\$ 155.00
Project Land Surveyor	\$ 100.00	-	\$ 130.00
Associate Planner	\$ 90.00	-	\$ 130.00
Associate Environmental Scientist	\$ 110.00	-	\$ 140.00
Staff Engineer	\$ 90.00	-	\$ 130.00
Staff Geologist	\$ 90.00	-	\$ 130.00
Staff Planner	\$ 80.00	-	\$ 120.00
Staff Environmental Scientist	\$ 90.00	-	\$ 130.00
Staff Land Surveyor <sup>3</sup>	\$ 90.00	-	\$ 250.00 <sup>3</sup>
Certified Industrial Hygienist	\$ 110.00	-	\$ 155.00
GIS/UAV Specialist	\$ 80.00	-	\$ 135.00
Construction Inspector <sup>3</sup>	\$ 90.00	-	\$ 270.00 <sup>3</sup>
Lab/Field Technician <sup>3</sup>	\$ 90.00	-	\$ 250.00 <sup>3</sup>
Survey Technician <sup>3</sup>	\$ 80.00	-	\$ 250.00 <sup>3</sup>
Engineering Technician/Draftsperson	\$ 90.00	-	\$ 120.00
Technical Writer	\$ 75.00	-	\$ 95.00
Clerical	\$ 70.00	-	\$ 90.00
Expert Witness <sup>2,4</sup>	\$ 175.00	-	\$ 275.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.

2 Minimum daily charge is four hours.

3 Rates depend on the specific personnel assigned and if **prevailing wage rates are required in the area of work.**

4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

Reimbursables	
<b>The following direct charges are charged in addition to the hourly charge rates set forth above.</b>	
<b>Direct Charges:</b>	
CADD plots (black & white)	\$ 0.40/sq. ft.
CADD plots (color)	\$ 0.90/sq. ft.
Copies	\$ .15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 15.00
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 50.00/day
<b>Field Testing and Equipment:</b>	
Anchor bolt tension testing	\$ 80.00/day plus operator
CO <sub>2</sub> Meter	\$ 10.00/day
Concrete Compression Impact Hammer	\$ 25.00/day*+
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored
Dissolved Oxygen Meter	\$ 58.00/day*+
Expendable Supplies	\$ 40.00/day*+
Fyrite Meter	\$ 33.00/day*+
Generator	\$ 58.00/day*+
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	\$275.00/day
Hand Auger	\$ 36.00/day
Health & Safety Level D	\$ 35.00/day*+
Health & Safety Level C	\$ 60.00/day*+
High Pressure Controller	\$ 60.00/day*+
Inclinometer	\$200.00/day*
LEL Meter	\$ 73.00/day*+
Nuclear Density Testing	\$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	\$ 15.00/day
OVA	\$145.00/day*+
Peristaltic Pump	\$ 50.00/day*+
pH/Conductivity Meter	\$ 58.00/day*+
Pumps	\$ 45.00/day*+
Quad (ATV)	\$150.00/day
Rebar Locating Device	\$ 40.00/day plus operator
* 1/2 Day Minimum Charge.	
+ 25% Weekly Discount, 40% Monthly Discount.	
<b>(1)</b> If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.	

Reimbursables, Continued	
<b>Field Testing and Equipment, Continued:</b>	
Roto-hammer	\$ 50.00/day*+
Skidmore-Wilhelm Bolt Tension Calibration	\$ 50.00/day
Soil/Gas Purge Pumps	\$ 30.00/day*+
Soil Gas Probes	\$200.00/day*+
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 29.00/day*+
Ultrasonic Test Device	\$ 20.00/hour plus operator
Vapor Extraction System	\$500.00/day*+
Water Level Data Logger	\$ 60.00/day*+
Water Level Meter	\$ 36.00/day*+
Well Point	\$ 50.00/day
<b>Survey Equipment:</b>	
GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Resource GPS	\$ 150.00/day*
Robotic Total Station	\$ 200.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 100.00/day
Toughbook	\$ 150.00/day*
Trimble GeoXT GPS Unit	\$ 150.00/day*
<b>Laboratory Tests:</b>	
Asphalt Briquette Compaction	\$ 75.00/ea. <sup>(1)</sup>
Asphalt Bulk Specific Gravity	\$ 35.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$200.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleanness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216):	
4-inch Mold	\$250.00/ea.
6-inch Mold	\$250.00/ea.
Check Point	\$ 75.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 25.00/ea. <sup>(2)</sup>
Concrete Linear Shrinkage (3 Bars)	\$200.00
Concrete Moisture	\$ 50.00/test (floor test)
Consolidation Test	\$350.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$145.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$115.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$130.00/point
Additional cycles (each)	\$ 65.00/ea.
* 1/2 Day Minimum Charge. + 25% Weekly Discount, 40% Monthly Discount. (1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304. (2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.	

## Reimbursables, Continued

### Laboratory Tests, Continued:

Disposable Concrete Molds	\$ 3.00/ea.
Durability Index	\$ 75.00/ea.
Expansion Index	\$175.00/test
Fireproofing Density	\$ 50.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$225.00/test
Liquid Limit	\$100.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 20.00/ea.
Moisture-Density Test	\$ 30.00/ea.
Particle Size Analysis (ASTM 422)	\$115.00/ea.
Percent Crushed Particles	\$125.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$ 50.00/ea.
Plasticity Index	\$150.00/ea.
R-Value	\$300.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$ 85.00/ea.
Sand Equivalent	\$ 75.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve Analysis--Coarse	\$ 50.00/ea.
Sieve Analysis--Fine	\$ 60.00/ea.
Sieve Analysis--Passing 200	\$ 45.00/ea.
Specific Gravity, Rock	\$ 50.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 80.00/cycle
Swell Test	\$ 55.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point
Consolidated Drained (TXCD) (ACOE)	\$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$860.00/test
USDA Bulk Density Test	\$ 30.00/ea.
USDA Textural Suitability Test	\$ 60.00/ea.
Unconfined Compression	\$ 65.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit

#### Notes:

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT 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, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT 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.

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

[END OF INSURANCE REQUIREMENTS]

## **EXHIBIT D**

### **COUNTY OF MENDOCINO AGREEMENT FOR SURVEY SUPPORT SERVICES**

#### **DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND FORMS**

CONSULTANT must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and Exhibit 10-I "Notice to Proposers Disadvantage Business Enterprise Information", below.

The various DBE-related documents will be due to COUNTY once the final contract amount has been agreed upon.

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 0%.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#).
  - 1. Click on the link titled "Access the DBE Query Form"
  - 2. Click on "Start DBE Firms Query" link

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. materials or supplies purchased from dbes count towards the dbe goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## EXHIBIT 10-R A&E SAMPLE CONTRACT LANGUAGE

(Excerpted)

### ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal.

Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.



7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

#### F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion,

CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Mendocino County Department of Transportation 2. Contract DBE Goal: 0%
3. Project Description: 2021 Quadrennial Survey Support Agreement
4. Project Location: Various Locations Throughout Mendocino County
5. Consultant's Name: SHN Consulting Engineers and Geologists, Inc 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	
17. Local Agency Contract Number: <u>210037</u>			
18. Federal-Aid Project Number: <u>Varies</u>			
19. Proposed Contract Execution Date: <u>10/15/2021</u>			
20. Consultant's Ranking after Evaluation: <u>First</u>			
<p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> <p><u>Alicia Meier</u> <u>10/1/21</u></p> <p>Deputy Director, Engineering (707) 234-2804</p>		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p><u>Matthew T. Herman</u> <u>9/23/2021</u></p> <p>12. Preparer's Signature 13. Date</p> <p>Matt Herman (707) 459-4518</p> <p>14. Preparer's Name 15. Phone</p> <p>Survey Principal</p> <p>16. Preparer's Title</p>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT****CONSULTANT SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



## EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Mendocino County 2. Contract DBE Goal: 0%  
 3. Project Description: 2021 Quadrennial Survey Support  
 4. Project Location: Various Locations Throughout County  
 5. Consultant's Name: SHN Consulting Engineers at 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$250,000  
 8. Total Dollar Amount for ALL Subconsultants: \$ 0.00 9. Total Number of ALL Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b> 20. Local Agency Contract Number: <u>210037</u> 21. Federal-Aid Project Number: <u>Varies</u> 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____
23. Local Agency Representative's Signature <u>Alicia Meier</u> 25. Local Agency Representative's Name <u>Deputy Director, Engineering</u> 27. Local Agency Representative's Title		24. Date <u>(707) 234-2804</u> 26. Phone IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <u>Matt Herman</u> <u>9/23/2021</u> 15. Preparer's Signature 16. Date <u>Matt Herman</u> <u>(707) 459-4518</u> 17. Preparer's Name 18. Phone <u>Survey Principal</u> 19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT****CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**Exhibit 17-F**  
**Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors**

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

17. Contractor/Consultant Representative's Signature

20 Date

21. Local Agency Representative's Signature

23. Phone

24 Date \_\_\_\_\_

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**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS  
ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

## Disadvantaged Business Enterprises (DBE) Certification Status Change

# EXHIBIT 17-0 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

[illegible]

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name Alicia Meier	20. Phone	21. Date

**DISTRIBUTION:** Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.



**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF  
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: SHN Consulting Engineers and Geologists, Inc.

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**

Combined Rate 179.54 % OR

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

Fiscal period \* 1/1-12/31/20

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost



## Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

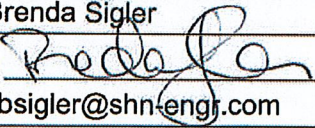
- Total participation amount \$ 11,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: Brenda Sigler

Title\*\*: CFO

Signature: 

Date of Certification (mm/dd/yyyy): 09/23/2021

Email\*\*: bsigler@shn-engr.com

Phone Number\*\*: 707-441-8855

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

**Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

**Distribution:** 1) Original - Local Agency Project File  
2) Copy - Consultant  
3) Copy - Caltrans Audits and Investigations

## INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE**

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE. MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

This exhibit contains fiscal requirements from 2 CFR 200 and may be used for state-only funded contracts as well.

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**ARTICLE I INTRODUCTION**

See AGREEMENT

**ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

**ARTICLE III STATEMENT OF WORK**

See AGREEMENT

**ARTICLE IV PERFORMANCE PERIOD**

- A. This AGREEMENT shall go into effect upon contract acceptance, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2025, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.



- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.
- CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mendocino County Department of Transportation  
Attn: Alicia Meier



340 Lake Mendocino Drive, Ukiah, CA 95482

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ 250,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

#### ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

#### ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that

individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR;

(2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

#### **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.



2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the



Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
  1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

### ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or

standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

## ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;



3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

#### ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0.0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.



- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

#### F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a

Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
  2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
  3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

## ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

#### ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Howard Dashiell, Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

#### ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

#### ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

#### ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.



- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

#### **ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

**ARTICLE XXXII NOTIFICATION**

See AGREEMENT

**ARTICLE XXXIII CONTRACT**

See AGREEMENT

**ARTICLE XXXIV SIGNATURES**

See AGREEMENT



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4X)

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**To:** Board of Supervisors

**From:** Treasurer-Tax Collector

**Meeting Date:** November 16, 2021

**Department Contact:** Shari L. Schapmire

**Phone:** 234-6884

**Item Type:** Consent Agenda

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

**Agenda Title:**

Acceptance of the September 30, 2021 Report of Mendocino County Pooled Investments

**Recommended Action/Motion:**

Accept the September 30, 2021 Report of Mendocino County Pooled Investments.

**Previous Board/Board Committee Actions:**

The Pooled Investment Report is submitted quarterly for informational purposes to and acceptance by the Board of Supervisors; all previous reports to date have been accepted.

**Summary of Request:**

Quarterly report of investments held within the Mendocino County Treasury Pool as of September 30, 2021, is hereby being submitted for informational purposes to and the acceptance by the Board of Supervisors. All investments are authorized pursuant to California law and the Mendocino County Investment Policy. Due to the nature of a public funds portfolio, it is mandatory that moneys be available to meet the monetary requirements inherent to operating a public entity. The attached Investment Report demonstrates that sufficient liquidity is available to meet anticipated expenditures during the next six months.

The primary and overriding objective for the investment pool is to protect the safety of the principal. The second objective is to ensure a sufficient portion of all funds are invested in securities providing a high degree of liquidity and availability. The third objective is to obtain a yield commensurate to current conditions; yield shall not be the driving force in determining which investments are to be selected for purchase. In the event all general objectives mandated by State law are met and created equal, investments in corporate securities and depository institutions will be evaluated for social and environmental concerns.

**Alternative Action/Motion:**

Do not accept report.

**Supervisory District:** All

**vote requirement:** Majority

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

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**Item #: 4X)**

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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:** N/A

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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:** 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:

SHARI L. SCHAPMIRE JULIE  
COLLECTOR ASSISTANT



FORRESTER TREASURER-TAX  
TREASURER-TAX  
COLLECTOR

MENDOCINO COUNTY TREASURER-TAX COLLECTOR  
501 LOW GAP RD. ROOM 1060, UKIAH, CA 95482  
(707) 234-6875

DATE: OCTOBER 28, 2021  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: SHARI L. SCHAPMIRE, TREASURER-TAX COLLECTOR  
SUBJECT: INVESTMENT REPORT – SEPTEMBER 30, 2021

Attached herewith is a listing of all investments held by the Mendocino County Investment Pool as of September 30, 2021. The investments have been made in accordance with the Investment Policy and are permitted investments according to current California law. Due to the nature of a public funds portfolio, it is mandatory that moneys be available to meet the monetary requirements inherent to operating a public entity. The attached Investment Report demonstrates that sufficient liquidity is available to meet anticipated expenditures during the next six months.

The primary and overriding objective for the investment pool is to protect the safety of the principal. The second objective is to ensure a sufficient portion of all funds are invested in securities providing a high degree of liquidity and availability. The third objective is to obtain a yield commensurate to current conditions; yield shall not be the driving force in determining which investments are to be selected for purchase. In the event all general objectives mandated by State law are met and created equal, investments in corporate securities and depository institutions will be evaluated for social and environmental concerns.

Minutes from the Federal Open Market Committee (FOMC) meeting in September indicate the median estimate among Fed policymakers call for one 25 basis point rate hike in 2022. If this holds true, interest apportionment rates will continue to be slightly decreased through the end of the 2022 calendar year as locked-in higher rates on securities will continue to mature. Inflation pressures are appearing to be more than transitory, particularly with the ongoing supply chain disruptions and the lingering impacts from the health crisis.

As always, feel free to contact me directly with any questions or concerns.



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.26
Average Coupon	0.62%
Average Purchase YTM	0.68%
Average Market YTM	0.25%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	1.28 yrs
Average Life	1.26 yrs

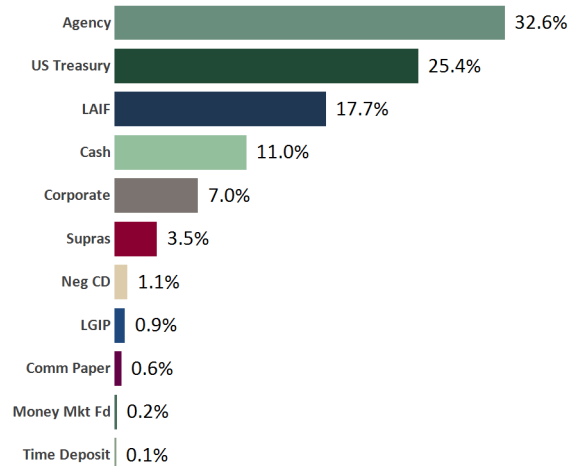
## ACCOUNT SUMMARY

	Beg. Values as of 8/31/21	End Values as of 9/30/21
Market Value	344,353,254	344,925,716
Accrued Interest	586,132	496,573
Total Market Value	<b>344,939,386</b>	<b>345,422,290</b>
Income Earned	201,417	192,936
Cont/WD		
Par	342,684,127	343,785,039
Book Value	342,419,256	343,443,714
Cost Value	341,994,413	343,024,300

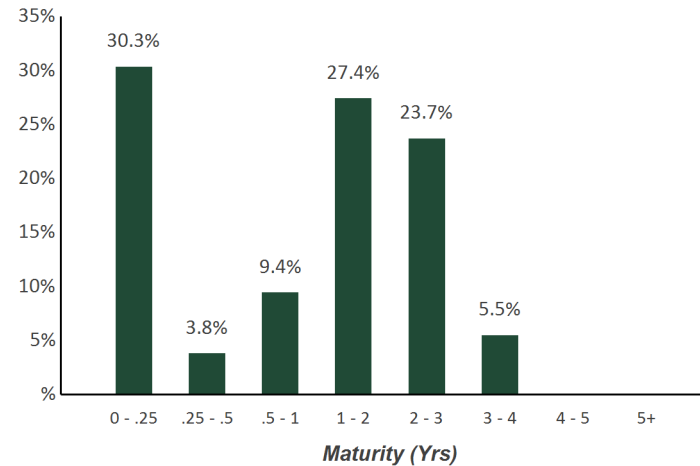
## TOP ISSUERS

Government of United States	25.4%
Local Agency Investment Fund	17.7%
Federal Farm Credit Bank	13.3%
Custodial Checking Account	10.8%
Federal Home Loan Mortgage Corp	9.4%
Federal National Mortgage Assoc	5.0%
Federal Home Loan Bank	4.8%
Intl Bank Recon and Development	1.8%
<b>Total</b>	<b>88.2%</b>

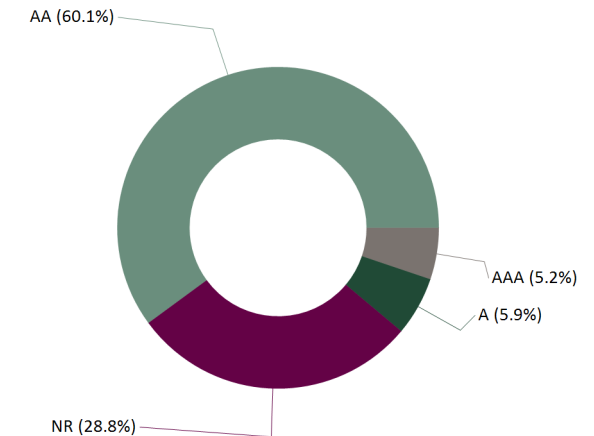
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)





# Statement of Compliance

As of September 30, 2021



## County of Mendocino Consolidated

*This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by Client. Chandler relies on Client to provide accurate information for reporting assets and producing this compliance statement.*

Category	Standard	Comment
U.S. Treasuries	No limitation; Full Faith and credit of the U.S. are pledged for the payment of principal and interest	<i>Complies</i>
Federal Agencies	25% max per issuer; Federal agencies or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises	<i>Complies</i>
Supranational Obligations	"AA" rating category or higher by two NRSROs; 30% max; 10% max per issuer; Unsubordinated obligations issued by the International Bank for Reconstruction and Development ("IBRD"), International Finance Corporation ("IFC") or Inter-American Development Bank ("IADB")	<i>Complies</i>
Municipal Securities	"A" rating category or higher by a NRSRO; 30% max; 5% max per issuer; Include obligations of the County, the State of California, and any local agency within the State of California; Obligations of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states in addition to California.	<i>Complies</i>
Corporate Medium Term Notes	"A" rating category or better by two NRSROs; 30% max; 5% max per issuer; Issued by corporations organized and operating within U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	<i>Complies</i>
Asset-Backed Securities (ABS) and Mortgage Pass-Through Securities	"AA" rating category or better by two NRSROs; 20% max (combined Mortgage Pass-Through and Asset-Backed Securities) ; 5% max per issuer in Asset Backed or Commercial Mortgage security issuer. No issuer limitation on any Mortgage security where the issuer is U.S. Treasury or Federal agency/GSE	<i>Complies</i>
Negotiable Certificates of Deposit	"A" rating category or higher by two NRSROs for long-term obligations; and/or "A-1" rating category or higher by two NRSROs for short-term debt obligations; 30% max (including CDARS); 5% max per issuer	<i>Complies</i>
Certificate of Deposit Placement Service (CDARS)	30% max (combined Negotiable Certificates of Deposit including CDARS)	<i>Complies</i>
FDIC Insured Time Deposits (Non-negotiable CD/TD)	The amount per institution is limited to maximum covered under FDIC; 20% combined FDIC & Collateralized CD/TD; 5% max per issuer; Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions	<i>Complies</i>
Collateralized Time Deposits (Non-negotiable CD/TD)	20% combined FDIC & Collateralized CD/TD; 5% max per issuer; Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law	<i>Complies</i>
Banker's Acceptances	"A-1" rating category or higher by two NRSROs for short-term debt obligations; and "A" rating category or higher by two NRSROs for long-term debt obligations; 40% max; 5% max per issuer; 180 days max maturity	<i>Complies</i>
Commercial Paper	"A-1" rating category or higher by two NRSROs for short-term obligations; and "A" rating category or higher by two NRSROs for long-term obligations; 40% max; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets in excess of \$500 million	<i>Complies</i>
Mutual Funds and Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; or SEC registered adviser with AUM >\$500 million and experience greater than 5 years; 20% max in Mutual Funds; 10% max per Mutual Fund; 20% max in Money Market Mutual Funds; 20% max per Money Market Mutual Fund	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Maximum permitted amount by LAIF	<i>Complies</i>
Local Government Investment Pool (LGIP)		<i>Complies</i>
Repurchase Agreements	No limitation; 1 year maximum maturity; 102% collateralized; Not used by investment adviser	<i>Complies</i>

Prohibited	Inverse floaters, range notes, mortgage derived interest-only strips; Securities with maturity longer than 5 years (unless approved by the Board of Supervisors); Zero interest accrual if held to maturity; Trading securities for the sole purpose of speculating on the future direction of interest rates; Purchasing or selling securities on margin; Reverse Repurchase Agreements; Securities lending; Foreign currency denominated securities	<i>Complies</i>
Social and Environmental Concerns	Investments are encouraged in entities that support equality of rights regardless of sex, race, age, disability, or sexual orientation, as well as those entities that practice environmentally sound and fair labor practices. Investments are discouraged in entities that receive a significant portion of their revenues from the manufacturer of tobacco products, firearms, or weapons not used in our national defense.	<i>Complies</i>
Maximum Per Issuer	5% max per issuer, unless otherwise specified in the policy	<i>Complies</i>
Maximum maturity	5 years maximum maturity	<i>Complies</i>

## Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	2,000,000.00	07/30/2018 2.86%	1,968,440.00 1,997,399.18	100.65 0.09%	2,013,094.00 10,291.67	0.59% 15,694.82	Aaa / AA+ AAA	0.29 0.29
313378WG2	FHLB Note 2.5% Due 3/11/2022	3,000,000.00	04/09/2018 2.65%	2,983,650.00 2,998,160.48	101.09 0.06%	3,032,745.00 4,166.67	0.88% 34,584.52	Aaa / AA+ NR	0.44 0.45
3133ELYR9	FFCB Note 0.25% Due 5/6/2022	3,205,000.00	04/30/2020 0.31%	3,200,929.65 3,203,790.05	100.11 0.07%	3,208,438.97 3,227.26	0.93% 4,648.92	Aaa / AA+ AAA	0.60 0.60
3133ELE75	FFCB Note 0.25% Due 6/2/2022	4,000,000.00	06/09/2020 0.29%	3,996,720.00 3,998,891.52	100.12 0.06%	4,004,980.00 3,305.56	1.16% 6,088.48	Aaa / AA+ AAA	0.67 0.67
313379Q69	FHLB Note 2.125% Due 6/10/2022	2,215,000.00	06/06/2018 2.81%	2,157,500.82 2,205,102.60	101.42 0.08%	2,246,453.00 14,512.86	0.65% 41,350.40	Aaa / AA+ AAA	0.69 0.69
3133ELN26	FFCB Note 0.26% Due 6/22/2022	4,000,000.00	06/17/2020 0.28%	3,998,120.00 3,999,320.11	100.14 0.06%	4,005,760.00 2,860.00	1.16% 6,439.89	Aaa / AA+ AAA	0.73 0.73
313383WD9	FHLB Note 3.125% Due 9/9/2022	2,200,000.00	01/16/2019 2.66%	2,235,266.00 2,209,088.08	102.84 0.10%	2,262,565.80 4,201.39	0.66% 53,477.72	Aaa / AA+ AAA	0.94 0.93
3135G0T78	FNMA Note 2% Due 10/5/2022	3,000,000.00	05/20/2019 2.22%	2,979,030.00 2,993,724.31	101.93 0.09%	3,058,002.00 29,333.33	0.89% 64,277.69	Aaa / AA+ AAA	1.01 1.00
3133EKHN9	FFCB Note 2.33% Due 10/18/2022	3,000,000.00	05/01/2019 2.32%	3,001,380.00 3,000,416.73	102.33 0.11%	3,069,792.00 31,649.17	0.90% 69,375.27	Aaa / AA+ AAA	1.05 1.03
313381BR5	FHLB Note 1.875% Due 12/9/2022	3,000,000.00	Various 2.46%	2,931,075.00 2,980,451.59	102.05 0.16%	3,061,398.00 17,500.00	0.89% 80,946.41	Aaa / AA+ AAA	1.19 1.18
3135G0T94	FNMA Note 2.375% Due 1/19/2023	2,700,000.00	03/18/2019 2.46%	2,691,819.00 2,697,228.26	102.83 0.20%	2,776,318.20 12,825.00	0.81% 79,089.94	Aaa / AA+ AAA	1.30 1.28
3133ELNW0	FFCB Note 1.45% Due 2/21/2023	3,000,000.00	02/14/2020 1.45%	2,999,940.00 2,999,972.19	101.75 0.19%	3,052,536.00 4,833.33	0.89% 52,563.81	Aaa / AA+ AAA	1.39 1.38
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	3,000,000.00	03/28/2019 2.24%	3,057,120.00 3,020,796.12	103.69 0.19%	3,110,754.00 4,812.50	0.90% 89,957.88	Aaa / AA+ NR	1.44 1.42
3137EAEQ8	FHLMC Note 0.375% Due 4/20/2023	4,235,000.00	Various 0.36%	4,236,232.50 4,235,732.78	100.26 0.21%	4,245,811.96 7,102.45	1.23% 10,079.18	Aaa / AA+ AAA	1.55 1.55
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	3,000,000.00	05/05/2020 0.39%	2,998,740.00 2,999,330.23	100.22 0.24%	3,006,561.00 4,562.50	0.87% 7,230.77	Aaa / AA+ AAA	1.59 1.59
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	3,050,000.00	05/20/2020 0.35%	3,040,819.50 3,044,986.36	100.04 0.23%	3,051,088.85 2,732.29	0.88% 6,102.49	Aaa / AA+ AAA	1.64 1.64

## Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3133ELG81	FFCB Note 0.3% Due 6/8/2023	4,000,000.00	06/02/2020 0.33%	3,997,000.00 3,998,315.07	100.10 0.24%	4,004,000.00 3,766.67	1.16% 5,684.93	Aaa / AA+ AAA	1.69 1.68
3133834G3	FHLB Note 2.125% Due 6/9/2023	2,750,000.00	06/10/2019 2.00%	2,763,035.00 2,755,503.47	103.16 0.25%	2,836,792.75 18,180.56	0.83% 81,289.28	Aaa / AA+ NR	1.69 1.66
3133EKS7	FFCB Note 1.77% Due 6/26/2023	2,500,000.00	06/21/2019 1.89%	2,488,375.00 2,494,963.30	102.60 0.27%	2,565,067.50 11,677.08	0.75% 70,104.20	Aaa / AA+ AAA	1.74 1.71
3137EAE54	FHLMC Note 0.25% Due 6/26/2023	3,300,000.00	06/24/2020 0.35%	3,290,364.00 3,294,429.60	100.03 0.24%	3,300,831.60 2,177.08	0.96% 6,402.00	Aaa / AA+ AAA	1.74 1.73
3135G05G4	FNMA Note 0.25% Due 7/10/2023	3,475,000.00	07/08/2020 0.32%	3,467,528.75 3,470,585.48	99.97 0.26%	3,474,120.83 1,954.69	1.01% 3,535.35	Aaa / AA+ AAA	1.78 1.77
3133EKZK5	FFCB Note 1.6% Due 8/14/2023	3,000,000.00	08/09/2019 1.63%	2,996,040.00 2,998,151.46	102.43 0.30%	3,072,801.00 6,266.67	0.89% 74,649.54	Aaa / AA+ AAA	1.87 1.85
3133EL3V4	FFCB Note 0.2% Due 8/14/2023	4,000,000.00	08/12/2020 0.27%	3,991,640.00 3,994,793.13	99.82 0.30%	3,992,724.00 1,044.44	1.16% (2,069.13)	Aaa / AA+ AAA	1.87 1.87
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	4,825,000.00	Various 0.29%	4,818,968.50 4,821,181.86	99.96 0.27%	4,822,891.48 1,239.75	1.40% 1,709.62	Aaa / AA+ AAA	1.90 1.89
3133EL6J8	FFCB Note 0.22% Due 9/8/2023	4,000,000.00	09/14/2020 0.26%	3,995,648.00 3,997,172.00	99.93 0.26%	3,997,000.00 562.22	1.16% (172.00)	Aaa / AA+ AAA	1.94 1.93
3137EAEW5	FHLMC Note 0.25% Due 9/8/2023	4,045,000.00	Various 0.25%	4,045,461.15 4,045,313.94	99.92 0.29%	4,041,852.99 646.07	1.17% (3,460.95)	Aaa / AA+ AAA	1.94 1.93
3133EMBS0	FFCB Note 0.2% Due 10/2/2023	4,000,000.00	09/28/2020 0.24%	3,995,240.00 3,996,822.32	99.87 0.26%	3,994,928.00 3,977.78	1.16% (1,894.32)	Aaa / AA+ AAA	2.01 2.00
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	3,900,000.00	10/14/2020 0.25%	3,885,453.00 3,890,102.73	99.62 0.31%	3,884,992.80 2,234.38	1.13% (5,109.93)	Aaa / AA+ AAA	2.04 2.04
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	4,385,000.00	11/03/2020 0.28%	4,381,053.50 4,382,241.77	99.94 0.28%	4,382,570.71 4,415.45	1.27% 328.94	Aaa / AA+ AAA	2.10 2.09
3133EMHR6	FFCB Note 0.25% Due 11/27/2023	5,000,000.00	12/16/2020 0.21%	5,005,900.00 5,004,319.35	99.75 0.37%	4,987,460.00 4,305.56	1.45% (16,859.35)	Aaa / AA+ AAA	2.16 2.15
3135G06H1	FNMA Note 0.25% Due 11/27/2023	5,000,000.00	12/16/2020 0.22%	5,004,400.00 5,003,221.21	99.88 0.31%	4,993,835.00 4,305.56	1.45% (9,386.21)	Aaa / AA+ AAA	2.16 2.15
3137EAF2	FHLMC Note 0.25% Due 12/4/2023	2,900,000.00	12/02/2020 0.28%	2,897,129.00 2,897,918.20	99.78 0.35%	2,893,617.10 2,356.25	0.84% (4,301.10)	Aaa / AA+ AAA	2.18 2.17



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3133EMRZ7	FFCB Note 0.25% Due 2/26/2024	1,845,000.00	02/22/2021 0.26%	1,844,335.80 1,844,467.43	99.74 0.36%	1,840,155.03 448.44	0.53% (4,312.40)	Aaa / AA+ AAA	2.41 2.39
<b>Total Agency</b>		<b>111,530,000.00</b>	<b>0.91%</b>	<b>111,344,354.17</b> <b>111,473,892.91</b>	<b>0.22%</b>	<b>112,291,939.57</b> <b>227,474.63</b>	<b>32.57%</b> <b>818,046.66</b>	<b>Aaa / AA+ AAA</b>	<b>1.56</b> <b>1.55</b>
<b>CASH</b>									
90CASH\$00	Cash Custodial Cash Account	715,362.45	Various 0.00%	715,362.45 715,362.45	1.00 0.00%	715,362.45 0.00	0.21% 0.00	NR / NR NR	0.00 0.00
90CHECK\$1	Checking Deposit Bank Account	37,293,453.38	Various 0.00%	37,293,453.38 37,293,453.38	1.00 0.00%	37,293,453.38 0.00	10.80% 0.00	NR / NR NR	0.00 0.00
<b>Total Cash</b>		<b>38,008,815.83</b>	<b>N/A</b>	<b>38,008,815.83</b> <b>38,008,815.83</b>	<b>0.00%</b>	<b>38,008,815.83</b> <b>0.00</b>	<b>11.00%</b> <b>0.00</b>	<b>NR / NR NR</b>	<b>0.00</b> <b>0.00</b>
<b>COMMERCIAL PAPER</b>									
89233HAM6	Toyota Motor Credit Discount CP 0.22% Due 1/21/2022	2,000,000.00	04/26/2021 0.22%	1,996,700.00 1,998,631.11	99.93 0.22%	1,998,631.11 0.00	0.58% 0.00	P-1 / A-1+ F-1	0.31 0.31
<b>Total Commercial Paper</b>		<b>2,000,000.00</b>	<b>0.22%</b>	<b>1,996,700.00</b> <b>1,998,631.11</b>	<b>0.22%</b>	<b>1,998,631.11</b> <b>0.00</b>	<b>0.58%</b> <b>0.00</b>	<b>Aaa / AAA AA</b>	<b>0.31</b> <b>0.31</b>
<b>CORPORATE</b>									
91159HHP8	US Bancorp Callable Note Cont 12/23/2021 2.625% Due 1/24/2022	890,000.00	01/19/2017 2.66%	888,469.20 889,903.59	100.54 0.27%	894,826.47 4,348.02	0.26% 4,922.88	A2 / A+ A+	0.32 0.23
74005PBA1	Praxair Callable Note Cont 11/15/2021 2.45% Due 2/15/2022	1,750,000.00	03/09/2018 2.96%	1,717,222.50 1,746,870.72	100.24 0.49%	1,754,271.75 5,478.47	0.51% 7,401.03	A2 / A NR	0.38 0.12
91159HHC7	US Bancorp Callable Note Cont 2/15/2022 3% Due 3/15/2022	1,000,000.00	04/12/2018 3.05%	997,970.00 999,765.61	101.03 0.24%	1,010,343.00 1,333.33	0.29% 10,577.39	A2 / A+ A+	0.45 0.37
911312BC9	UPS Callable Note Cont 4/16/2022 2.35% Due 5/16/2022	1,240,000.00	04/10/2018 2.99%	1,209,632.40 1,235,389.00	101.15 0.24%	1,254,256.28 10,927.50	0.37% 18,867.28	A2 / A- NR	0.62 0.54
69371RQ33	Paccar Financial Corp Note 2% Due 9/26/2022	1,000,000.00	09/23/2019 2.04%	998,780.00 999,599.27	101.84 0.14%	1,018,367.00 277.78	0.29% 18,767.73	A1 / A+ NR	0.99 0.98

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	1,500,000.00	05/20/2019 2.66%	1,501,890.00 1,500,663.63	103.03 0.32%	1,545,489.00 9,000.00	0.45% 44,825.37	A1 / A+ A+	1.28 1.26
69371RQ41	Paccar Financial Corp Note 1.9% Due 2/7/2023	1,000,000.00	10/31/2019 1.90%	999,950.00 999,979.21	102.06 0.37%	1,020,615.00 2,850.00	0.30% 20,635.79	A1 / A+ NR	1.36 1.34
89236TJD8	Toyota Motor Credit Corp Note 0.4% Due 4/6/2023	700,000.00	04/06/2021 0.44%	699,433.00 699,569.49	100.18 0.28%	701,234.10 1,337.78	0.20% 1,664.61	A1 / A+ A+	1.52 1.51
931142DH3	Wal-Mart Stores Callable Note Cont 1/11/2023 2.55% Due 4/11/2023	1,500,000.00	05/01/2019 2.62%	1,495,965.00 1,498,438.15	102.90 0.28%	1,543,504.50 18,062.50	0.45% 45,066.35	Aa2 / AA AA	1.53 1.25
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	1,000,000.00	05/20/2019 2.65%	990,790.00 996,301.95	103.23 0.36%	1,032,311.00 9,866.67	0.30% 36,009.05	Aa1 / AA+ NR	1.59 1.55
037833DV9	Apple Inc Note 0.75% Due 5/11/2023	1,000,000.00	06/26/2020 0.46%	1,008,300.00 1,004,662.30	100.72 0.30%	1,007,229.00 2,916.67	0.29% 2,566.70	Aa1 / AA+ NR	1.61 1.60
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	1,960,000.00	03/01/2021 0.47%	1,958,608.40 1,958,888.31	99.97 0.46%	1,959,421.80 1,813.00	0.57% 533.49	A2 / A A	2.30 2.28
69371RR24	Paccar Financial Corp Note 0.35% Due 2/2/2024	540,000.00	01/28/2021 0.39%	539,373.60 539,511.47	99.53 0.55%	537,435.00 309.75	0.16% (2,076.47)	A1 / A+ NR	2.34 2.32
89114QCQ9	Toronto Dominion Bank Note 0.55% Due 3/4/2024	2,000,000.00	04/20/2021 0.58%	1,998,520.00 1,998,749.00	99.71 0.67%	1,994,252.00 825.00	0.58% (4,497.00)	A1 / A AA-	2.43 2.41
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	2,300,000.00	Various 0.71%	2,302,710.00 2,302,219.37	100.47 0.55%	2,310,865.20 622.91	0.67% 8,645.83	A2 / A A	2.47 2.36
24422EVQ9	John Deere Capital Corp Note 0.45% Due 6/7/2024	1,860,000.00	06/07/2021 0.49%	1,857,675.00 1,857,915.37	99.76 0.54%	1,855,608.54 2,580.75	0.54% (2,306.83)	A2 / A A	2.69 2.66
46647PBY1	JP Morgan Chase & Co Callable Note Cont 2/16/2024 0.563% Due 2/16/2025	2,575,000.00	Various 0.61%	2,568,630.00 2,569,369.21	99.57 0.74%	2,563,986.73 1,812.16	0.74% (5,382.48)	A2 / A- AA-	3.38 2.35
<b>Total Corporate</b>		<b>23,815,000.00</b>	<b>1.51%</b>	<b>23,733,919.10</b> <b>23,797,795.65</b>	<b>0.45%</b>	<b>24,004,016.37</b> <b>74,362.29</b>	<b>6.97%</b> <b>206,220.72</b>	<b>A1 / A+ A+</b>	<b>1.80</b> <b>1.62</b>





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	61,000,000.00	Various 0.21%	61,000,000.00 61,000,000.00	1.00 0.21%	61,000,000.00 29,663.83	17.67% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>61,000,000.00</b>	<b>0.21%</b>	<b>61,000,000.00</b> <b>61,000,000.00</b>	<b>0.21%</b>	<b>61,000,000.00</b> <b>29,663.83</b>	<b>17.67%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>LOCAL GOV INVESTMENT POOL</b>									
90CAMP\$00	California Asset Mgmt Program CAMP	3,000,000.00	Various 0.05%	3,000,000.00 3,000,000.00	1.00 0.05%	3,000,000.00 0.00	0.87% 0.00	NR / AAA NR	0.00 0.00
<b>Total Local Gov Investment Pool</b>		<b>3,000,000.00</b>	<b>0.05%</b>	<b>3,000,000.00</b> <b>3,000,000.00</b>	<b>0.05%</b>	<b>3,000,000.00</b> <b>0.00</b>	<b>0.87%</b> <b>0.00</b>	<b>NR / AAA</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>MONEY MARKET FUND</b>									
261908107	Dreyfus Trsy/Agcy Cash Management 521	690,223.31	Various 0.02%	690,223.31 690,223.31	1.00 0.02%	690,223.31 0.00	0.20% 0.00	Aaa / AAA NR	0.00 0.00
<b>Total Money Market Fund</b>		<b>690,223.31</b>	<b>0.02%</b>	<b>690,223.31</b> <b>690,223.31</b>	<b>0.02%</b>	<b>690,223.31</b> <b>0.00</b>	<b>0.20%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>NEGOTIABLE CD</b>									
06417MMB8	Bank of Nova Scotia Houston Yankee CD 0.28% Due 11/24/2021	2,000,000.00	11/24/2020 0.28%	2,000,000.00 2,000,000.00	100.00 0.28%	2,000,000.00 4,822.22	0.58% 0.00	P-1 / A-1 F-1+	0.15 0.15
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	1,750,000.00	04/29/2021 0.24%	1,749,999.94 1,749,999.97	100.04 0.16%	1,750,782.25 1,820.00	0.51% 782.28	P-1 / A-1 F-1+	0.58 0.57
<b>Total Negotiable CD</b>		<b>3,750,000.00</b>	<b>0.26%</b>	<b>3,749,999.94</b> <b>3,749,999.97</b>	<b>0.23%</b>	<b>3,750,782.25</b> <b>6,642.22</b>	<b>1.09%</b> <b>782.28</b>	<b>Aaa / AA</b> <b>AAA</b>	<b>0.35</b> <b>0.35</b>
<b>SUPRANATIONAL</b>									
459058DY6	Intl. Bank Recon & Development Note 1.625% Due 2/10/2022	1,741,000.00	06/09/2020 0.30%	1,779,284.59 1,749,298.14	100.53 0.16%	1,750,213.37 4,007.93	0.51% 915.23	Aaa / AAA AAA	0.36 0.36



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>SUPRANATIONAL</b>									
4581X0CN6	Inter-American Dev Bank Note 1.75% Due 4/14/2022	1,500,000.00	04/24/2018 2.92%	1,434,810.00 1,491,227.02	100.87 0.14%	1,513,024.50 12,177.08	0.44% 21,797.48	Aaa / AAA AAA	0.54 0.53
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	2,000,000.00	05/04/2018 2.93%	1,904,540.00 1,979,106.87	101.48 0.20%	2,029,638.00 1,652.78	0.59% 50,531.13	Aaa / AAA AAA	0.96 0.95
459058JV6	Intl. Bank Recon & Development Note 0.125% Due 4/20/2023	3,310,000.00	04/13/2021 0.23%	3,303,148.30 3,304,687.59	99.81 0.25%	3,303,681.21 1,850.38	0.96% (1,006.38)	Aaa / AAA AAA	1.55 1.55
4581X0DM7	Inter-American Dev Bank Note 0.5% Due 5/24/2023	2,500,000.00	04/23/2021 0.21%	2,515,200.00 2,512,047.56	100.39 0.26%	2,509,862.50 4,409.72	0.73% (2,185.06)	Aaa / AAA NR	1.65 1.64
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	1,090,000.00	11/17/2020 0.32%	1,087,656.50 1,088,322.10	99.77 0.36%	1,087,469.02 961.32	0.32% (853.08)	Aaa / AAA AAA	2.15 2.14
<b>Total Supranational</b>		<b>12,141,000.00</b>	<b>1.01%</b>	<b>12,024,639.39</b> <b>12,124,689.28</b>	<b>0.23%</b>	<b>12,193,888.60</b> <b>25,059.21</b>	<b>3.54%</b> <b>69,199.32</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>1.23</b> <b>1.22</b>
<b>TIME DEPOSIT</b>									
90MEND\$13	Savings Bank of Mendocino Coun Time Deposit 0.5% Due 3/3/2022	250,000.00	03/03/2021 0.50%	250,000.00 250,000.00	100.00 0.50%	250,000.00 95.89	0.07% 0.00	NR / NR NR	0.42 0.42
99MEND\$14	Community First Credit Union Time Deposit 0.55% Due 3/20/2022	250,000.00	03/20/2021 0.55%	250,000.00 250,000.00	100.00 0.55%	250,000.00 41.44	0.07% 0.00	NR / NR NR	0.47 0.47
<b>Total Time Deposit</b>		<b>500,000.00</b>	<b>0.53%</b>	<b>500,000.00</b> <b>500,000.00</b>	<b>0.52%</b>	<b>500,000.00</b> <b>137.33</b>	<b>0.14%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.45</b> <b>0.44</b>
<b>US TREASURY</b>									
9128282P4	US Treasury Note 1.875% Due 7/31/2022	3,000,000.00	12/28/2018 2.53%	2,932,851.56 2,984,444.97	101.48 0.09%	3,044,532.00 9,476.90	0.88% 60,087.03	Aaa / AA+ AAA	0.83 0.83
912828YA2	US Treasury Note 1.5% Due 8/15/2022	3,000,000.00	12/17/2019 1.65%	2,988,398.44 2,996,200.52	101.23 0.09%	3,037,032.00 5,747.28	0.88% 40,831.48	Aaa / AA+ AAA	0.87 0.87
912828L24	US Treasury Note 1.875% Due 8/31/2022	3,000,000.00	10/15/2019 1.60%	3,022,968.75 3,007,306.25	101.63 0.09%	3,048,984.00 4,816.99	0.88% 41,677.75	Aaa / AA+ AAA	0.92 0.91
91282CAR2	US Treasury Note 0.125% Due 10/31/2022	4,000,000.00	10/29/2020 0.15%	3,997,968.75 3,998,897.88	100.00 0.12%	4,000,156.00 2,092.39	1.16% 1,258.12	Aaa / AA+ AAA	1.08 1.08

## Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US TREASURY</b>									
912828M80	US Treasury Note 2% Due 11/30/2022	2,300,000.00	04/17/2019 2.38%	2,270,082.03	102.18	2,350,133.10	0.68%	Aaa / AA+ AAA	1.17
				2,290,381.89	0.13%	15,459.02	59,751.21		1.15
912828R28	US Treasury Note 1.625% Due 4/30/2023	2,000,000.00	12/04/2019 1.60%	2,001,796.88	102.23	2,044,610.00	0.60%	Aaa / AA+ AAA	1.58
				2,000,833.34	0.21%	13,600.54	43,776.66		1.56
912828R69	US Treasury Note 1.625% Due 5/31/2023	2,500,000.00	04/11/2019 2.30%	2,433,593.75	102.32	2,558,105.00	0.74%	Aaa / AA+ AAA	1.67
				2,473,252.43	0.23%	13,652.66	84,852.57		1.64
912828S92	US Treasury Note 1.25% Due 7/31/2023	3,000,000.00	11/27/2019 1.62%	2,960,507.81	101.83	3,054,843.00	0.89%	Aaa / AA+ AAA	1.83
				2,980,312.85	0.25%	6,317.93	74,530.15		1.81
912828T26	US Treasury Note 1.375% Due 9/30/2023	3,000,000.00	12/19/2019 1.71%	2,963,554.69	102.17	3,065,157.00	0.89%	Aaa / AA+ AAA	2.00
				2,980,747.37	0.29%	113.32	84,409.63		1.98
912828T91	US Treasury Note 1.625% Due 10/31/2023	3,500,000.00	Various 0.86%	3,589,628.91	102.74	3,595,840.50	1.05%	Aaa / AA+ AAA	2.08
				3,554,792.50	0.31%	23,800.95	41,048.00		2.04
91282CAW1	US Treasury Note 0.25% Due 11/15/2023	5,000,000.00	04/26/2021 0.25%	4,999,414.06	99.86	4,992,775.00	1.45%	Aaa / AA+ AAA	2.13
				4,999,512.76	0.32%	4,721.47	(6,737.76)		2.12
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	4,000,000.00	12/17/2020 0.19%	3,992,343.75	99.52	3,980,936.00	1.15%	Aaa / AA+ AAA	2.21
				3,994,355.97	0.34%	1,475.41	(13,419.97)		2.20
91282CBE0	US Treasury Note 0.125% Due 1/15/2024	4,000,000.00	01/12/2021 0.24%	3,985,781.25	99.46	3,978,280.00	1.15%	Aaa / AA+ AAA	2.29
				3,989,144.41	0.36%	1,059.78	(10,864.41)		2.28
91282CBM2	US Treasury Note 0.125% Due 2/15/2024	4,000,000.00	Various 0.26%	3,984,375.01	99.42	3,976,876.00	1.15%	Aaa / AA+ AAA	2.38
				3,987,493.75	0.37%	638.58	(10,617.75)		2.37
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	4,000,000.00	03/24/2021 0.30%	3,994,062.50	99.64	3,985,780.00	1.15%	Aaa / AA+ AAA	2.46
				3,995,101.29	0.40%	441.99	(9,321.29)		2.45
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	5,000,000.00	04/14/2021 0.36%	5,001,757.81	99.88	4,993,750.00	1.45%	Aaa / AA+ AAA	2.54
				5,001,486.76	0.42%	8,657.79	(7,736.76)		2.52
91282CCC3	US Treasury Note 0.25% Due 5/15/2024	1,750,000.00	05/27/2021 0.31%	1,747,128.91	99.50	1,741,318.25	0.50%	Aaa / AA+ AAA	2.62
				1,747,462.94	0.44%	1,652.51	(6,144.69)		2.61
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	2,500,000.00	06/10/2021 0.33%	2,494,238.28	99.43	2,485,742.50	0.72%	Aaa / AA+ AAA	2.71
				2,494,806.04	0.46%	1,844.26	(9,063.54)		2.69
91282CCL3	US Treasury Note 0.375% Due 7/15/2024	4,000,000.00	08/05/2021 0.37%	4,001,093.75	99.71	3,988,436.00	1.16%	Aaa / AA+ AAA	2.79
				4,001,036.72	0.48%	3,179.35	(12,600.72)		2.77
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	4,000,000.00	09/24/2021 0.52%	3,983,750.00	99.63	3,985,000.00	1.15%	Aaa / AA+ AAA	2.88
				3,983,811.73	0.51%	1,915.76	1,188.27		2.85

## Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US TREASURY</b>									
91282CCX7	US Treasury Note 0.375% Due 9/15/2024	3,300,000.00	09/24/2021 0.54%	3,283,886.72 3,283,946.18	99.55 0.53%	3,285,305.10 546.96	0.95% 1,358.92	Aaa / AA+ AAA	2.96 2.94
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	5,000,000.00	04/05/2021 0.67%	4,966,601.56 4,970,687.42	99.42 0.67%	4,970,900.00 68.68	1.44% 212.58	Aaa / AA+ AAA	3.50 3.46
912828ZL7	US Treasury Note 0.375% Due 4/30/2025	4,000,000.00	01/13/2021 0.39%	3,996,875.00 3,997,393.51	98.86 0.70%	3,954,532.00 6,277.17	1.15% (42,861.51)	Aaa / AA+ AAA	3.58 3.55
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	4,500,000.00	07/16/2021 0.61%	4,437,597.66 4,440,826.13	98.28 0.73%	4,422,654.00 3,780.74	1.28% (18,172.13)	Aaa / AA+ AAA	3.67 3.64
912828ZW3	US Treasury Note 0.25% Due 6/30/2025	3,000,000.00	09/29/2021 0.74%	2,945,390.63 2,945,430.52	98.19 0.74%	2,945,742.00 1,895.38	0.85% 311.48	Aaa / AA+ AAA	3.75 3.72
<b>Total US Treasury</b>		<b>87,350,000.00</b>	<b>0.79%</b>	<b>86,975,648.46</b> <b>87,099,666.13</b>	<b>0.39%</b>	<b>87,487,419.45</b> <b>133,233.81</b>	<b>25.37%</b> <b>387,753.32</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.34</b> <b>2.32</b>
<b>TOTAL PORTFOLIO</b>		<b>343,785,039.14</b>	<b>0.68%</b>	<b>343,024,300.20</b> <b>343,443,714.19</b>	<b>0.25%</b>	<b>344,925,716.49</b> <b>496,573.32</b>	<b>100.00%</b> <b>1,482,002.30</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>1.28</b> <b>1.26</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>345,422,289.81</b>			