

**GLENN MCGOURTY**  
1st District  
Supervisor  
Vice-Chair

**MAUREEN  
MULHEREN**  
2nd District  
Supervisor

**JOHN HASCHAK**  
3rd District  
Supervisor

**DAN GJERDE**  
4th District  
Supervisor

**TED WILLIAMS**  
5th District  
Supervisor  
Chair



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

**MENDOCINO COUNTY**  
**BOARD OF SUPERVISORS AGENDA**  
**SPECIAL MEETING**  
**March 21, 2022 - 9:00 AM**

---

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 using 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. PUBLIC EXPRESSION**

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

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

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

**3. CONSENT CALENDAR**

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

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

**4. COUNTY EXECUTIVE OFFICE AND DEPARTMENTAL MATTERS**

**4a) Discussion and Possible Action Including Return on Legislative Subpoenas Requiring Appearance and Examination of Certain Officer(s) of Ortner Management Group, LLC (OMG) and For Receipt of Production of Documents Related to the County's Contracts With OMG (Sponsors: County Counsel and Behavioral Health and Recovery Services)**

*Recommended Action:*

*Examine certain former officer(s) of Ortner Management Group, LLC (OMG), and receipt of production of documents related to the County's contracts with OMG.*

**Attachments:**    [BOS Subpoena OMG Lance](#)  
                          [BOS Subpoena OMG Ortner](#)

**3. CONSENT CALENDAR - CONTINUED**

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

ITEMS RECOMMENDED FOR APPROVAL:

**GENERAL SERVICES AGENCY**

- 3a) Authorization for the Facilities and Fleet Division Manager to Establish a Capital Improvement Project to Replace Damaged Concrete at the Jail Campus Covered Walkway at 951 Low Gap Road, Ukiah in the Amount of \$25,000 and Authorization for the Facilities and Fleet Division Manager to Act as Project Manager to Enter Contracts and Approve Change Orders for the Projects, Pursuant to Public Contract Code Section 20142**

*Recommended Action:*

*Authorize the Facilities and Fleet Division Manager to establish a Capital Improvement project to replace damaged concrete at the jail campus covered walkway at 951 Low Gap Road, Ukiah in the Amount of \$25,000 and authorize the Facilities and Fleet Division Manager to act as project manager to enter contracts and approve change orders for the project, pursuant to Public Contract Code section 20142.*

- 3b) Approval of Agreement with AECOM Technical Services, Inc. in the Amount of \$217,306.00 for Construction Management Services to Complete the Capital Improvement Project to Relocate the 911 Communications Equipment and Related Sheriff's Office Servers to a New Secure Facility at 589 Low Gap Road in Ukiah for the Period from the Date of Execution through December 30, 2023**

*Recommended Action:*

*Approve agreement with AECOM Technical Services, Inc. in the amount of \$217,306.00 for Construction Management Services to complete the capital improvement project to relocate the 911 communications equipment and related sheriff's office servers to a new secure facility at 589 Low Gap Road in Ukiah for the period from the date of execution through December 30, 2023 and authorize chair to sign same.*

**Attachments:**    [BOS AECOM Technical Services contract Signed](#)

**TRANSPORTATION**

**3c) Approval of Letter of Support for Assembly Bill 2120 (Ward) Regarding Investing Federal Funding in Local Bridges (Countywide)****Recommended Action:**

Approve letter of support for Assembly Bill 2120 (Ward) Regarding Investing Federal Funding in Local Bridges (Countywide); and authorize Chair to sign same.

**Attachments:**    [AB 2120 Letter](#)

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

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

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

---

**Item #: 4a)**

---

**To: Board of Supervisors**

**From: County Counsel and Behavioral Health**

**Meeting Date:** March 21, 2022

**Department Contact:** Christian Curtis

**Phone:** 234-6885

**Department Contact:** Jenine Miller

**Phone:** 472-2341

**Item Type:** Regular Agenda

**Time Allocated for Item:** 3 Hours

**Agenda Title:**

Discussion and Possible Action Including Return on Legislative Subpoenas Requiring Appearance and Examination of Certain Officer(s) of Ortner Management Group, LLC (OMG) and For Receipt of Production of Documents Related to the County's Contracts With OMG  
(Sponsors: County Counsel and Behavioral Health and Recovery Services)

**Recommended Action/Motion:**

Examine certain former officer(s) of Ortner Management Group, LLC (OMG), and receipt of production of documents related to the County's contracts with OMG.

**Previous Board/Board Committee Actions:**

On February 23, 2021, the Board of Supervisors Adopted Resolution No. 21-024 authorizing the issuance of subpoenas for documents and the examination of persons related to the County's contract with Ortner Management Group, LLC (OMG).

**Summary of Request:**

Mendocino County Behavioral Health is currently going through its regular audit process for services rendered during prior fiscal years. As part of this process, the State of California reviews the contracts, subcontracts, invoices, and other documentation to support each charge utilizing State funds. Based on review of internal records, however, Behavioral Health is concerned that it lacks certain documentation that is believed to be in the sole possession of the County's prior vendor. That vendor, Ortner Management Group, LLC, filed papers for dissolution in June of 2020. Behavioral Health reached out to the principals and successors of that corporate entity to attempt to locate any remaining records, but they failed and/or refused to respond to all requests.

On February 23, 2021, the Board of Supervisors, pursuant to Government Code section 25170, authorized a resolution for the issuance of legislative subpoenas to compel the production of witnesses and records required for the State audit(s). Legislative Subpoenas have been issued and served on two former officers of OMG, compelling their personal appearance and production of certain records at the December 7, 2021, meeting of the Board of Supervisors. County Counsel has been in communication with an attorney on behalf of the former offer officers of OMG and by mutual agreement, the return date for the subpoenas was extended to March 21, 2022. The Board of Supervisors with assistance of County Counsel and Behavioral Health Director will

---

**Item #: 4a)**

---

examine the witnesses and collect production of records. Should the subpoenaed persons fail to appear, staff seeks alternative direction to enforce the subpoenas pursuant to California Government Code section 25173.

**Alternative Action/Motion:**

Direct staff to enforce subpoenas pursuant to Government Code § 25173.

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

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** N/A

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

**annual recurring cost:** N/A

**budget clarification:** N/A

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

**if no, please describe:**

**revenue agreement:** N/A

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

---

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

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

**Executed By:** 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.



COUNTY OF MENDOCINO  
BOARD OF SUPERVISORS

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

**LEGISLATIVE SUBPOENA  
FOR PERSONAL APPEARANCE AND  
PRODUCTION OF BOOKS, PAPERS AND DOCUMENTS  
(Cal. Gov. Code § 25170, *et seq.*)**

IN RE: Pending and future audits by State of California DHCS of Mendocino County regarding its contracts for specialty mental health services including but not limited to Board of Supervisors Agreement No. 13-016 with Ortner Management Group (“OMG”)

TO: Melissa Lance, 1553 El Paseo Drive, San Marcos, CA 92078

FROM: COUNTY OF MENDOCINO, BOARD OF SUPERVISORS

Pursuant to California Government Code section 25170, *et seq.*, and Resolution No. 21-024, **YOU ARE HEREBY ORDERED** to appear in person and produce the documents described in Attachment A at the meeting of the County of Mendocino Board of Supervisors at County Administration Center, Board Chambers, 501 Low Gap Road, Ukiah, CA 95482, on March 21, 2022 at 9:00 a.m., or at such a later date and time as you may be directed by the requesting party.

All documents produced to the County of Mendocino pursuant to this subpoena shall be accompanied by a declaration or affidavit warranting to their authenticity and completeness sufficient to meet the requirements of California Code of Civil Procedure section 2020.430. Pursuant to Government Code section 25176, the County is not required to pay witness fees.

This subpoena is issued by the Mendocino County Board of Supervisors, pursuant to Government Code section 25170, *et seq.*, and February 23, 2021, Resolution No. 21-024, Resolution of the Mendocino County Board of Supervisors Authorizing the Issuance of Subpoenas for Documents and the Examination of Persons Related to the County’s Contracts with Ortner Management Group.

Pursuant to Government Code section 25173, disobedience of this subpoena is punishable as contempt and shall be reported to the Superior Court of Mendocino County. Should you have any questions regarding this subpoena please contact: Christian Curtis, County Counsel, Mendocino County, 501 Low Gap Road, Room 1030, Ukiah, California, 95482, (707) 234-6885.

Date issued: March 9, 2022 BY:   
TED WILLIAMS, Chair, Mendocino County Board of Supervisors

BY:   
CHRISTIAN CURTIS, County Counsel

THE BOARD OF SUPERVISORS

GLENN MCGOURTY  
First District

MAUREEN MULHEREN  
Second District

JOHN HASCHAK  
Third District

DAN GJERDE  
Fourth District

TED WILLIAMS  
Fifth District

**Attachment A**

1. For the period July 1, 2013 through June 30, 2016, any and all documents required by State of California Department of Health Care Services (DCHS) in the anticipated regular cost report audits of Mendocino County regarding its contracts for specialty mental health services, i.e., Board of Supervisors Agreement No. 13-016 between Mendocino County and Ortner Management Group, LLC and all subsequent amendments of the same.
2. For the period July 1, 2013 through June 30, 2016, the general ledgers and general journals for each fiscal year (2013-2014, 2014-2015, and 2015-2016), documenting a complete record of all of the financial transactions for Ortner Management Group, LLC.
3. For the period July 1, 2013 through June 30, 2016, the working papers used to prepare the filed cost reports for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each provider contracted by Ortner Management Group, LLC, to provide specialty mental health services to Medi-Cal beneficiaries of Mendocino County under the Mental Health Plan and Mental Health Services Act.
4. For the period July 1, 2013 through June 30, 2016, the patient day/visit statistics for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each facility contracted by Ortner Management Group, LLC, to provide inpatient acute psychiatric hospitalizations, inpatient intensive residential care or inpatient board and care for Medi-Cal beneficiaries of Mendocino County.
5. For the period July 1, 2013 through June 30, 2016, the billing records and/or program logs for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each provider contracted by Ortner Management Group, LLC to provide specialty mental health services to Medi-Cal beneficiaries of Mendocino County under the Mental Health Plan.
6. For the period July 1, 2013 through June 30, 2016, program audit reports for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each facility contracted by Ortner Management Group, LLC, to provide inpatient acute psychiatric hospitalizations, inpatient intensive residential care or inpatient board and care for Medi-Cal beneficiaries of Mendocino County.
7. For the period July 1, 2013 through June 30, 2016, the working papers used to support the expenditure reports for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each provider contracted by Ortner Management Group, LLC, to provide specialty mental health services to Medi-Cal beneficiaries of Mendocino County under the Mental Health Plan and Mental Health Services Act.
8. For the period July 1, 2013 through June 30, 2016, the organizational charts for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for Ortner Management Group, LLC.
9. For the period July 1, 2013 through June 30, 2016, the payroll records for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for Ortner Management Group, LLC.
10. For the period July 1, 2013 through June 30, 2016, each contract and any amendments thereto for each provider contracted by Ortner Management Group, LLC, to provide specialty mental health services to Medi-Cal beneficiaries of Mendocino County under the Mental Health Plan and Mental Health Services Act services, including but not limited to, Integrated Care



Management Solutions (ICMS), Manzanita Services, Inc., Mendocino Coast Hospitality Center, Mendocino County AIDS Volunteer Network (MCAVN), and Willow Glen Care Center programs.

11. For the period July 1, 2013 through June 30, 2016, each contract and amendments thereto for each facility contracted by Ortner Management Group, LLC, to provide inpatient acute psychiatric hospitalizations, inpatient intensive residential care or inpatient board and care for Medi-Cal beneficiaries of Mendocino County, including but not limited to North Valley Behavioral Health, LLC, Restpadd Inc., and Willow Glen Care Center programs.
12. For the period July 1, 2015, through June 30, 2016, cost reports for provider Manzanita Services, Inc., contracted by Ortner Management Group, LLC.



COUNTY OF MENDOCINO  
BOARD OF SUPERVISORS

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

**LEGISLATIVE SUBPOENA  
FOR PERSONAL APPEARANCE AND  
PRODUCTION OF BOOKS, PAPERS AND DOCUMENTS  
(Cal. Gov. Code § 25170, *et seq.*)**

IN RE: Pending and future audits by State of California DHCS of Mendocino County regarding its contracts for specialty mental health services including but not limited to Board of Supervisors Agreement No. 13-016 with Ortner Management Group (“OMG”)

TO: Thomas Ortner, 1721 Claire Ct., Yuba City, CA 95993

FROM: COUNTY OF MENDOCINO, BOARD OF SUPERVISORS

Pursuant to California Government Code section 25170, *et seq.*, and Resolution No. 21-024, **YOU ARE HEREBY ORDERED** to appear in person and produce the documents described in Attachment A at the meeting of the County of Mendocino Board of Supervisors at County Administration Center, Board Chambers, 501 Low Gap Road, Ukiah, CA 95482, on March 21, 2022, at 9:00 a.m., or at such a later date and time as you may be directed by the requesting party.


All documents produced to the County of Mendocino pursuant to this subpoena shall be accompanied by a declaration or affidavit warranting to their authenticity and completeness sufficient to meet the requirements of California Code of Civil Procedure section 2020.430. Pursuant to Government Code section 25176, the County is not required to pay witness fees.

This subpoena is issued by the Mendocino County Board of Supervisors, pursuant to Government Code section 25170, *et seq.*, and February 23, 2021, Resolution No. 21-024, Resolution of the Mendocino County Board of Supervisors Authorizing the Issuance of Subpoenas for Documents and the Examination of Persons Related to the County’s Contracts with Ortner Management Group.

Pursuant to Government Code section 25173, disobedience of this subpoena is punishable as contempt and shall be reported to the Superior Court of Mendocino County. Should you have any questions regarding this subpoena please contact: Christian Curtis, County Counsel, Mendocino County, 501 Low Gap Road, Room 1030, Ukiah, California, 95482, (707) 234-6885.

Date issued: March 9, 2022

BY:

  
TED WILLIAMS, Chair, Mendocino County Board of Supervisors

BY:

  
CHRISTIAN CURTIS, County Counsel

THE BOARD OF SUPERVISORS

GLENN MCGOURTY  
First District

MAUREEN MULHEREN  
Second District

JOHN HASCHAK  
Third District

DAN GJERDE  
Fourth District

TED WILLIAMS  
Fifth District

**Attachment A**

1. For the period July 1, 2013 through June 30, 2016, any and all documents required by State of California Department of Health Care Services (DCHS) in the anticipated regular cost report audits of Mendocino County regarding its contracts for specialty mental health services, i.e., Board of Supervisors Agreement No. 13-016 between Mendocino County and Ortner Management Group, LLC and all subsequent amendments of the same.
2. For the period July 1, 2013 through June 30, 2016, the general ledgers and general journals for each fiscal year (2013-2014, 2014-2015, and 2015-2016), documenting a complete record of all of the financial transactions for Ortner Management Group, LLC.
3. For the period July 1, 2013 through June 30, 2016, the working papers used to prepare the filed cost reports for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each provider contracted by Ortner Management Group, LLC, to provide specialty mental health services to Medi-Cal beneficiaries of Mendocino County under the Mental Health Plan and Mental Health Services Act.
4. For the period July 1, 2013 through June 30, 2016, the patient day/visit statistics for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each facility contracted by Ortner Management Group, LLC, to provide inpatient acute psychiatric hospitalizations, inpatient intensive residential care or inpatient board and care for Medi-Cal beneficiaries of Mendocino County.
5. For the period July 1, 2013 through June 30, 2016, the billing records and/or program logs for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each provider contracted by Ortner Management Group, LLC to provide specialty mental health services to Medi-Cal beneficiaries of Mendocino County under the Mental Health Plan.
6. For the period July 1, 2013 through June 30, 2016, program audit reports for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each facility contracted by Ortner Management Group, LLC, to provide inpatient acute psychiatric hospitalizations, inpatient intensive residential care or inpatient board and care for Medi-Cal beneficiaries of Mendocino County.
7. For the period July 1, 2013 through June 30, 2016, the working papers used to support the expenditure reports for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for each provider contracted by Ortner Management Group, LLC, to provide specialty mental health services to Medi-Cal beneficiaries of Mendocino County under the Mental Health Plan and Mental Health Services Act.
8. For the period July 1, 2013 through June 30, 2016, the organizational charts for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for Ortner Management Group, LLC.
9. For the period July 1, 2013 through June 30, 2016, the payroll records for each fiscal year (2013-2014, 2014-2015, and 2015-2016), for Ortner Management Group, LLC.
10. For the period July 1, 2013 through June 30, 2016, each contract and any amendments thereto for each provider contracted by Ortner Management Group, LLC, to provide specialty mental health services to Medi-Cal beneficiaries of Mendocino County under the Mental Health Plan and Mental Health Services Act services, including but not limited to, Integrated Care

Management Solutions (ICMS), Manzanita Services, Inc., Mendocino Coast Hospitality Center, Mendocino County AIDS Volunteer Network (MCAVN), and Willow Glen Care Center programs.

11. For the period July 1, 2013 through June 30, 2016, each contract and amendments thereto for each facility contracted by Ortner Management Group, LLC, to provide inpatient acute psychiatric hospitalizations, inpatient intensive residential care or inpatient board and care for Medi-Cal beneficiaries of Mendocino County, including but not limited to North Valley Behavioral Health, LLC, Restpadd Inc., and Willow Glen Care Center programs.
12. For the period July 1, 2015, through June 30, 2016, cost reports for provider Manzanita Services, Inc., contracted by Ortner Management Group, LLC.



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 3a)**

---

**To: Board of Supervisors**

**From:** General Services Sheriff-Coroner

**Meeting Date:** March 21, 2022

**Department Contact:** Janelle Rau

**Phone:** 234-6037

**Department Contact:** Doug Anderson

**Phone:** 234-6054

**Item Type:** Consent Agenda

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

**Agenda Title:**

Authorization for the Facilities and Fleet Division Manager to Establish a Capital Improvement Project to Replace Damaged Concrete at the Jail Campus Covered Walkway at 951 Low Gap Road, Ukiah in the Amount of \$25,000 and Authorization for the Facilities and Fleet Division Manager to Act as Project Manager to Enter Contracts and Approve Change Orders for the Projects, Pursuant to Public Contract Code Section 20142

**Recommended Action/Motion:**

Authorize the Facilities and Fleet Division Manager to establish a Capital Improvement project to replace damaged concrete at the jail campus covered walkway at 951 Low Gap Road, Ukiah in the Amount of \$25,000 and authorize the Facilities and Fleet Division Manager to act as project manager to enter contracts and approve change orders for the project, pursuant to Public Contract Code section 20142.

**Previous Board/Board Committee Actions:**

Approval of the 21-22 budget and first quarter adjustments providing funding for the Capital Improvement Budget Unit 1710 for unanticipated capital projects.

**Summary of Request:**

Over time the roots from several trees in the vicinity of the jail campus covered walkway have lifted sections of the sidewalk between the kitchen and the programs building creating a dangerous tripping hazard. In order to resolve the tripping hazard we are requesting proposals to remove approximately 50' of 5' wide sidewalk, install root barrier and replace the damaged sidewalk.

**Alternative Action/Motion:**

Provide direction to staff.

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

**Supervisory District:** District 2

**vote requirement:** Majority

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

---

**Item #: 3a)**

---

**Fiscal Details:****source of funding:** BU 1710**current f/y cost:** \$25,000**annual recurring cost:** 0**budget clarification:** Funding for this project will be from previously approved funding for unanticipated c projects of the Capital Improvement Budget Unit (CI).**budgeted in current f/y:** Yes**if no, please describe:****revenue agreement:** No**Agreement/Resolution/Ordinance Approved by County Counsel:** N/A

---

**CEO Liaison:** Executive Office**CEO Review:** Yes**CEO Comments:****FOR COB USE ONLY**

---

**Executed By:** Deputy Clerk**Date:** Date Executed**Final Status:**Item Status**Executed Item Type:** item **Number:**



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #:** 3b)

---

**To:** Board of Supervisors

**From:** General Services Information Services

**Meeting Date:** March 21, 2022

**Department Contact:** Janelle Rau

**Phone:** 234-6037

**Department Contact:** Doug Anderson

**Phone:** 234-6054

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement with AECOM Technical Services, Inc. in the Amount of \$217,306.00 for Construction Management Services to Complete the Capital Improvement Project to Relocate the 911 Communications Equipment and Related Sheriff's Office Servers to a New Secure Facility at 589 Low Gap Road in Ukiah for the Period from the Date of Execution through December 30, 2023

**Recommended Action/Motion:**

Approve agreement with AECOM Technical Services, Inc. in the amount of \$217,306.00 for Construction Management Services to complete the capital improvement project to relocate the 911 communications equipment and related sheriff's office servers to a new secure facility at 589 Low Gap Road in Ukiah for the period from the date of execution through December 30, 2023 and authorize chair to sign same.

**Previous Board/Board Committee Actions:**

Approval of the 2020-2021 Budget including a Capital Improvement project for a new Hardened Building to Relocate 911 Communications Equipment and Servers in the amount of \$160,000 and additional funding at First Quarter in the amount of 210,000. Approval of Agreement with Brokaw Design for the design and engineering for project plans for the 911 Communications Equipment Bunker Project on February 9, 2021.

**Summary of Request:**

The 911 Dispatch Center located at the west end of the Probation Building at 589 Low Gap Road serves as the hub of the Emergency Response communications system for all responding agencies in Mendocino County and neighboring communities. As has been previously reported to the Board, the original design for the 911 building located the communications equipment, network switching and data storage infrastructure in the basement of that facility. Waterproofing, cooling, ventilation and access issues associated with the basement location place this critical equipment at a higher than acceptable risk to damage and possible failure. At the direction of the Board, staff has developed preliminary designs for a standalone communications equipment building adjacent to the 911 facility and communications tower with related electrical improvements and back-up power system. With approval of the design contract in February of 2021 and the submission of the final application for CDBG MIT RIP grant funds in January of 2022, completion of final project plans, bidding documents, management of construction contracts, procurement of critical equipment and start-up all need to need to be coordinated and managed professionally.

---

**Item #: 3b)**

---

In April of 2020 the County issued RFQ 11-20 seeking qualified construction management firms to support the Facilities and Fleet Division in completing new capital projects and improvements. AECOM Technical Services qualified through that competitive process and has been awarded previous contracts for similar services on the Crisis Residential Treatment Facility and the Psychiatric Health Facility feasibility Study.

Under direction of County facilities staff, this contract provides for professional Construction Management services to represents the interests of the county during preconstruction and construction phases of the 911 Equipment Shelter project. General Services Agency staff recommends approval of this contract to support and leverage County staff in order to complete this project concurrently with other critical and high priority projects.

**Alternative Action/Motion:**

Reject this Contract and provide direction to staff.

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

**Supervisory District:** District 2

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** CI 1710

**current f/y cost:** \$110,000

**annual recurring cost:** NA

**budget clarification:** Prior year budgets have funded this project in the amount of \$370,000 which serve as county matching funds for CDBG MIT RIP grant funding. While the final application has yet to be approved, the project was included in the original Notice of Intent which has been approved. This contract is fully funded by the budgeted funds which will allow for the project to continue moving forward until final approval of the grant.

**Agreement/Resolution/Ordinance Approved by County Counsel:** Choose an item.

---

**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:**



**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and AECOM Technical Services, Inc., hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its construction management services for the new 911 Equipment Shelter, Relocation and Panel Upgrade Project located at 589 Low Gap road in Ukiah; and,

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

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

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

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

The compensation payable to CONTRACTOR hereunder shall not exceed two hundred seventeen thousand three hundred six dollars (\$217,306) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

CONTRACTOR/COMPANY NAME

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 1710 CI 998

Line Item: 864360

Grant: ☐ Yes ☒ No

Grant No.:

By:

Date:

NAME AND ADDRESS OF CONTRACTOR:

AECOM Technical Services, Inc.

2020 L St. Suite 400

Sacramento Ca. 95811

COUNTY OF MENDOCINO

By:

DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date:

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:

CHRISTIAN M. CURTIS,  
County Counsel

By:

Matthew Kiedrowski  
Deputy

Date:

01/12/2022

INSURANCE REVIEW:

By:

Risk Management

01/11/2022

Date:

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO

01/11/2022

Date:

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section:

## **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  
851 Low Gap Road  
Ukiah, CA 95482  
Attn: Dan Mazzanti

To CONTRACTOR: AECOM  
2020 L St. Suite 400  
Sacramento Ca. 95811  
ATTN: Mitch Vaccari

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

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

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

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

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

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and



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

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

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

abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its construction management services for the new 911 Equipment Shelter, Relocation and Panel Upgrade Project shall not exceed \$217,306 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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

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

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

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

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

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

33. ELECTRONIC COPIES:

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

34. COOPERATION WITH COUNTY

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

35. PERFORMANCE STANDARD

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

36. ATTORNEYS' FEES

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

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONTRACTOR shall provide the following services:

Professional Preconstruction and Construction Management (CM) services to represent the interests of the County for the new 911 Equipment Shelter, Relocation and Panel Upgrade Project located at 589 Low Gap road in Ukiah. In general services shall include but not be limited to:

- Conduct project coordination meetings weekly or as needed
- Develop and maintain an overall project and procurement schedule
- Provide constructability review of the design drawings
- Coordinate product procurement, submittal and approval process
- Coordinate Requests for Information (RFI) review and response process
- Conduct regular site visits to review build quality and conformance with contract documents
- Conduct final site visits to coordinate punch list and completion
- Track and process requests for and approval of changes to the contract
- Verify completion for payment requests from contractor(s) and forward for approval and processing
- Coordinate documentation collection for grant reimbursement requests

The County relies on the professional ability and experience of the Contractor to work within the not-to-exceed amount of this agreement with the understanding of the general intent and purpose of the agreement above. Contractor shall advise the County within 80% of the fee being spent should additional fee be required to complete this work.

Deliverables include regular updates to project schedule, logs for submittals, RFI's and change requests and delivery of final project record documents to the county.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

COUNTY will pay CONTRACTOR for the services described in this Agreement an amount not to exceed two hundred seventeen thousand three hundred six dollars (\$217,306.00). The contract payments shall be made upon receipt of an approved time and materials invoice for actual hours and expenses during the preceding billing period in accordance with the schedule of fees below.

#### **SCHEDULE OF FEES:**

Project Director	\$300
Project Manager	\$215
Preconstruction Manager	\$200
Senior Construction Manager	\$180
Senior Scheduler	\$165
Senior Estimator	\$165
Project Controller	\$100

[END OF PAYMENT TERMS]

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

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

CONTRACTOR shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]



## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

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

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

For information regarding the payment process, please email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

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

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general\\_-vanity\\_-sg01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na)



# Mendocino County Board of Supervisors Agenda Summary

---

**Item #: 3C)**

---

**To: Board of Supervisors**

**From: Transportation**

**Meeting Date:** March 21, 2022

**Department Contact:** Howard N. Dashiell

**Phone:** 463-4363

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Letter of Support for Assembly Bill 2120 (Ward) Regarding Investing Federal Funding in Local Bridges (Countywide)

**Recommended Action/Motion:**

Approve letter of support for Assembly Bill 2120 (Ward) Regarding Investing Federal Funding in Local Bridges (Countywide); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

2021 Mendocino County Legislative Platform, page 9, Economic & Community Development: **FEDERAL ACTION:** *Support efforts by the Administration and Congress to increase our nation's infrastructure investments to help promote economic development, public safety and overall mobility through a comprehensive infrastructure package, surface transportation reauthorization and water resources bill.* On July 13, 2021, the Board of Supervisors (BOS) approved support letters for Highway Trust Fund Reauthorization, additional Highway Bridge Program, Safety and Active Transportation Program transportation funding package.

**Summary of Request:**

Mendocino County Department of Transportation believes Federal and State funding provide much-needed investment to maintain and improve local bridges, streets, roads, and state highways. Additional federal and state funding would free up existing locally dedicated revenues meant for transportation maintenance which can then be redirected to our local system.

**Alternative Action/Motion:**

Do not approve and execute the Letter.

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

**Supervisory District:** All

**vote requirement:** Majority

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

---

**Item #: 3c)**

---

**Fiscal Details:****source of funding:** N/A**current f/y cost:** N/A**annual recurring cost:** N/A**budget clarification:** N/A**budgeted in current f/y:** N/A**if no, please describe:****revenue agreement:** N/A**Agreement/Resolution/Ordinance Approved by County Counsel:** N/A

---

**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:**



**COUNTY OF MENDOCINO  
BOARD OF SUPERVISORS**

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

March 21, 2022

The Honorable Christopher M. Ward  
Member, California State Assembly  
1021 O Street, Suite 4220  
Sacramento, CA 94249

RE: Assembly Bill 2120 (Ward): Investing Federal Funding in Local Bridges  
as Introduced on February 14, 2022 – SUPPORT

Dear Assembly member Ward:

The County of Mendocino supports your Assembly Bill (AB) 2120, which would ensure a fair and needs-based allocation of bridge formula funding from the Federal Infrastructure Investment and Jobs Act (IIJA). These funds would help close the significant gap between what is needed to repair and replace deteriorated local bridges and the \$300 million per year currently available statewide. Mendocino County is currently pursuing funding for eleven bridge projects, but without the additional funding allocated by AB 2120, it could be many years before construction begins for the first seven on the list below.

Specifically, AB 2120 would apply California's historic formula from the prior Federal Highway Bridge Replacement and Rehabilitation Program to the distribution of bridge formula funds from the Infrastructure Investment and Jobs Act (IIJA), allocating 55% to local projects. AB 2120 would also require the state to maintain its current commitment of flexible federal highway funding to local bridges. Taken together, these changes would increase federal funding available to local bridges from approximately \$300 million annually to approximately \$800 million annually.

California has over 12,000 locally-owned bridges—more than 4,300 of which need costly repairs. Despite a typical design life of 75 to 100 years, nearly one-fifth of local bridges are at least 80 years old. There is significant disparity in the condition of state and local bridges, with 11.5% of local bridges in poor condition compared to only 3.3% of state bridges. At the current rate of funding, the percentage of local bridges in poor condition will climb to above 50% within the next 20 years. Simply preventing further decay in local bridge conditions would require nearly \$800 million each year—an increase of approximately \$500 million annually.

Mendocino County's 153 local bridges have an average age of 50 years. There are almost one-fifth or 30 local bridges that are at least 80 years old. Nearly half of our local bridges were constructed during a 30-year period from the mid-1950s to the mid-1970s and are currently between 40 to 70 years old and are reaching the end of their useful structural lifespan for construction of that era (many wood and railroad car bridges). During this building boom period, an average of three local bridges were being constructed each year. Throughout the past decade, the number of major local bridge projects completed in any given year has been

**THE BOARD OF SUPERVISORS**

GLENN MCGOURTY  
First District

MAUREEN MULHEREN  
Second District

JOHN HASCHAK  
Third District

DAN GJERDE  
Fourth District

TED WILLIAMS  
Fifth District

less than one; fortunately, new modern bridges have a life expectancy of 75 to 100 years which means that a local-agency bridge replacement project approximately doubles infrastructure value and life for the public. In Mendocino County, eleven local bridges are currently in line for replacement — representing \$47.7 million worth of projects with partial funding from the Highway Bridge Program (HBP):

- 1) Eureka Hill Road Garcia Bridge-\$1,654,819
- 2) Ackerman Creek Bridge, North State Street-\$11,437,500
- 3) Mill Creek Bridge, Hill Road-\$1,520,938
- 4) Mattole River, Briceland Road-\$1,453,443
- 5) Dutch Charlie Creek Bridge, Wilderness Lodge Road-\$1,615,213
- 6) Rancheria Creek Bridge, Lambert Lane-\$2,740,452
- 7) Usal Creek Bridge, Usal Road-\$4,501,700
- 8) Navarro River Bridge, Philo-Greenwood Road-\$11,468,351
- 9) Outlet Creek Bridge, Reynolds Highway-\$4,412,754
- 10) Eel River Bridge, Hearst Willits Road-\$6,794,000
- 11) Camp 1 Ten Mile River Road Tributary Bridge-\$1,723,000

The Ackerman Creek Bridge on North State Street in Ukiah, is ready to advertise for bids in the HBP at a total construction cost of \$9.939 million which includes a \$1.37 million match - \$403,500 left in College Redevelopment Agency Funds and a need for an additional \$960,000 Local Bridge Funds.

Thank you for your leadership in addressing this important issue for counties. For these reasons, Mendocino County strongly supports AB 2120.

Sincerely,

Ted Williams, Chair

cc: Senator Mike McGuire  
Assembly member Jim Wood  
The Honorable Laura Friedman, Chair, Assembly Transportation Committee  
Honorable Members, Assembly Transportation Committee  
Julia Kingsley, Consultant, Assembly Transportation Committee  
Daniel Ballon, Consultant, Assembly Republican Caucus  
California State Association of Counties