

# MEETING AGENDA

## Mental Health Treatment Act Citizens Oversight Committee

Mendocino County Behavioral Health & Recovery Services

1120 South Dora St., Ukiah, CA 95482

Phone: (707) 472-2355 | Email: [measureb@mendocinocounty.org](mailto:measureb@mendocinocounty.org)

Teleconferencing to be hosted from 1120 S. Dora St. in Ukiah, California

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Join Zoom Meeting: <https://mendocinocounty.zoom.us/j/86146028250>

ID: 861 4602 8250; Call-In: 1(669) 900-9128

**Wednesday, October 27, 2021 at 1:00 PM**

**1**     OPEN SESSION/ROLL CALL

**2**     PUBLIC EXPRESSION ON NON-AGENDA ITEMS

Members of the public are welcome to address the Committee on items not listed on the agenda but within the jurisdiction of the Committee. The Committee is prohibited by law from taking action on matters, not on the agenda but may ask questions to clarify the speaker's comment. The Committee limits testimony on matters not on the agenda to three minutes per person and not more than 10 minutes for a particular subject at the discretion of the Chair of the Committee.

To best facilitate these items, please write your topic to [measureb@mendocinocounty.org](mailto:measureb@mendocinocounty.org).

All meetings are recorded. Once your item is announced, please state your first and last name.

**3**     COMMITTEE MATTERS

- 3a)    Approval of Minutes from the August 25, 2021 Meeting.
- 3b)    October 2021 Measure B Financial Report.
- 3c)    Update and Discussion Regarding Measure B Related Items at the Board of Supervisors Meetings.
- 3d)    Discussion and Possible Action Regarding the Request of Funds for the Crisis Intervention Training to be held on December 1-3, 2021.

**4**     COMMITTEE MEMBER REPORTS

- 4a)    Committee Member Reports regarding Items of General Interest

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All other participants will be calling in from Fort Bragg, CA; Willits, CA; and Ukiah, CA  
Due to COVID-19 Social Distancing requirements, the public is invited to participate ONLINE ONLY.

For information regarding the Brown Act for offsite/online public meetings, visit:  
<https://www.gov.ca.gov/wp-content/uploads/2020/03/3.12.20-EO-N-25-20-COVID-19.pdf>

# MEETING AGENDA

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### 5 COMMUNICATIONS RECEIVED AND FILED

Communications received and filed are retained by the Clerk throughout the Committee proceedings. To review items described in this section, please contact the Committee Clerk at [measureb@mendocinocounty.org](mailto:measureb@mendocinocounty.org)

### ADJOURNMENT

The Committee complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting materials available in appropriate formats (pursuant to Government Code section 54953.2)

Anyone requiring reasonable accommodation to participate in the meeting should contact the Committee clerk by calling (707) 472-2355 at least five days prior to the Meeting. Additional information regarding the Committee can be obtained by referencing:  
[www.mendocinocounty.org/community/mental-healthoversight-committee](http://www.mendocinocounty.org/community/mental-healthoversight-committee).

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**MENTAL HEALTH TREATMENT ACT  
CITIZENS OVERSIGHT COMMITTEE**



**Agenda Summary**

**ITEM 3a**

|   |                  |
|---|------------------|
| <b>Meeting Date:</b>                      | October 27, 2021 |
| <b>Contact:</b>                           | Chair Moschetti  |
| <b>Time Allocated for Item:</b> 5 minutes |                  |

**AGENDA TITLE:** Approval of Minutes from the August 25, 2021 meeting.

**SUMMARY OF REQUEST / BACKGROUND INFORMATION:**

August 25, 2021 minutes are included in the agenda packet.



# Mental Health Treatment Act Citizens Oversight Committee

Behavioral Health & Recovery Services

1120 South Dora St., Ukiah, CA 95482

Phone: (707) 472-2355 | Email: [measureb@mendocinocounty.org](mailto:measureb@mendocinocounty.org)

## Minutes: Wednesday, August 25, 2021

### 1 **CALL TO ORDER ROLL CALL:** 1:03 PM

Committee Members Present: Member Allman, Member Angelo, Member Barash, Member Diamond, Member Mertle, Vice Chair Miller, Member Rich, Member Riley, and Chair Moschetti.

- Absent by prior arrangement: Member Liberty and Member Weer
- A quorum is established.
- Present: Christian Curtis – County Counsel

### 2 **PUBLIC EXPRESSION ON NON-AGENDA ITEMS:**

- No public comments.

### 3 **COMMITTEE MATTERS**

#### 3a) **Approval of Minutes from the June 23, 2021 Meeting.**

Presenter: Chair Moschetti

**Committee Action:** Upon motion by Member Riley seconded by Member Diamond it is ORDERED that the minutes of the June 23, 2021 Citizens Oversight Committee meeting be accepted as presented.

- Motion passes with 7 approvals, and 2 abstentions (Members Allman and Rich).

#### 3b) **August 2021 Measure B Financial Report**

Presenter: Vice Chair Miller

- Andrea Turchin, BHRS Fiscal Administrative Manager presented the August Measure B financial report.

Public Comment:

- Sherrie regarding the behavioral health training center FY 21-22 budget and invoices not included; salary expenditures clarification on K. Smallcomb charges on report. Is the Adam's contract within its projected budget, meaning are they expected to finish the work within their budget?
  - K. Smallcomb charges on report are from the Mobile Response staff member, her salary is paid for by Measure B.
  - Regarding the Adam's contract: Facilities had to request additional funding from the BOS to finish the project. The facility needs to be ADA compliant and a couple of other safety repairs need to be done and this was not projected in original contract amount.

**Committee Action:** None.



# Mental Health Treatment Act Citizens Oversight Committee

## Behavioral Health & Recovery Services

1120 South Dora St., Ukiah, CA 95482

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## Minutes: Wednesday, August 25, 2021

### 3c) Update and Discussion Regarding Measure B Related Items at the Board of Supervisor Meetings.

Presenter: Chair Moschetti

- One item going in front of the BOS on August 31, 2021 regarding the Community Outreach and Education contract. BHRS submitted a Request for Proposals (RFP), and a preliminary award for that RFP. The contract going forward will be for the bidder who won the RFP and the dollar amount. Cannot release the contractors name at this time, but it will be public information once the BOS agenda is posted.
- BHRS request for additional mental health dollars due to the current COVID surge to be able to continue to provide the necessary services (the BOS will be asked to allocate funds).

**Committee Action:** None.

### 3d) Discussion and Possible Action Regarding the Request for Supplemental Funding for a Crisis Respite in the City of Fort Bragg.

Presenter: Mark Mertle

- The proposal is to sole source the facility (provider already on board), with an exception to bid. There is no other provider in Mendocino County (other than RCS) that currently provides crisis respite services. This would be an expansion of services to the coast as RCS already provides these services through the specialty mental health contract in the Ukiah Valley area.
- Regarding funding the facility: Member Miller stated there are sufficient Measure B funds to fund this facility aside from the funds that will be needed for the PHF.
- The facility will be funded through additional funding streams including grants to sustain the program long term. There are stakeholders who have committed to make this facility succeed in the long term with possible participation from Adventist Health or city grants.

**Committee Action:** Upon motion by Member Mertle seconded by Member Allman it is ORDERED that the Mental Health Treatment Act Citizens Oversight Committee Provide Supplementary Funds of \$240,000.00 per year for a period of 4 years, for the operations of a Crisis Respite in the City of Fort Bragg. Adding that the firm commitment from Adventist Health, RCS, RQMC, and the City of Fort Bragg be included in the services long term agreement

- Motion passes with 8 approvals, and 1 abstention (Chair Moschetti).

### 3e) Update and Discussion Regarding the Status of Current Measure B Projects.

- Measure B projects status report provided.
- Member Miller provided an update regarding the crisis care site BHRS opened due to the bed crisis in the ER. It is staffed 24/7, and meets the client needs while they are waiting for placement. When a bed becomes available at a facility, they are transported to the facility.



# Mental Health Treatment Act Citizens Oversight Committee

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## Minutes: Wednesday, August 25, 2021

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**Committee Action:** None.

**3f) Discussion and Possible Action Regarding the Replacement of the Third District Representative of the Mental Health Treatment Act Citizens Oversight Committee.**

- Member Diamond is stepping down from the third district representative seat on this committee; this is the last meeting Member Diamond is attending as the third district representative. Supervisor Haschak is aware and recommendations for possible candidates have been discussed.

**4**      **COMMITTEE MEMBER REPORTS**

**4a) Committee Member Reports Regarding Items of General Interest**

- Member Angelo regarding the current COVID surge and the increase in numbers; Member Angelo commended Member Miller and BHRS for stepping up and transforming the training center into a crisis care site within one week, and assisting mental health clients by getting them to the appropriate level of care.
- Member Rich regarding the Mental Health Services Act (MHSA) 3 year plan: The plan is open for public comment until September 27, 2021. The public comment hearing will be held at the next Behavioral Health Advisory Board meeting and provides an opportunity for the public to weigh in on services provided by MHSA.

**5**      **ADJOURNMENT**

There being nothing further, the Mental Health Treatment Act Citizens Oversight Committee adjourned the meeting at 2:32PM.

The Committee complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting materials available in appropriate formats (pursuant to Government Code section 54953.2)

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**MENTAL HEALTH TREATMENT ACT  
CITIZENS OVERSIGHT COMMITTEE**



**Agenda Summary**

**ITEM 3b**

|  |                   |
|--|-------------------|
| <b>Meeting Date:</b>                       | October 27, 2021  |
| <b>Contact:</b>                            | Vice Chair Miller |
| <b>Time Allocated for Item:</b> 10 minutes |                   |

**AGENDA TITLE:** October 2021 Measure B Financial Report.

**SUMMARY OF REQUEST / BACKGROUND INFORMATION:**

Financial report is included in the agenda packet.

**Mendocino County - Measure B Funds  
Mental Health Treatment Act-Summary  
September 2021**

| <b>Date</b>      | <b>Description</b>   | <b>Amount</b>       | <b>Min 25%<br/>Operations</b> | <b>Max 75%<br/>Facilities</b> |
|------------------|--|---------------------|-------------------------------|-------------------------------|
| <b>Revenues:</b> |  |                     |                               |                               |
| FY 2017/18       | YTD Total Measure B Sales Tax Proceeds - April 2018 to June 2018 | (1,606,571)         | (401,643)                     | (1,204,929)                   |
| FY 2018/19       | YTD Total Measure B Sales Tax Proceeds - July 2018 to June 2019  | (8,555,373)         | (2,138,843)                   | (6,416,529)                   |
| FY 2019/20       | YTD Total Measure B Sales Tax Proceeds - July 2019 to June 2020  | (8,647,202)         | (2,161,800)                   | (6,485,401)                   |
| FY 2020/21       | YTD Total Measure B Sales Tax Proceeds-July 2020 to June 2021    | (10,014,854)        | (2,503,713.43)                | (7,511,140.28)                |
| FY 2021/22       | YTD Total Measure B Sales Tax Proceeds-July 2021 to Current      | 981,092             | 245,272.88                    | 735,818.63                    |
|                  | <b>Life to Date Revenue:</b>                                     | <b>(27,842,908)</b> | <b>(6,960,727)</b>            | <b>(20,882,181)</b>           |
| <b>Expenses:</b> |  |                     |                               |                               |
| FY 2017/18       | YTD Total Measure B Expenditures - April 2018 to June 2018       | 199,048             | 199,048                       | -                             |
| FY 2018/19       | YTD Total Measure B Expenditures - July 2018 to June 2019        | 31,389              | 31,389                        | -                             |
| FY 2019/20       | YTD Total Measure B Expenditures - July 2019 to June 2020        | 581,056             | 48,574                        | 532,482                       |
| FY 2020/21       | YTD Total Measure B Expenditures - July 2020 to June 2021        | 1,759,571           | 126,221                       | 1,633,350                     |
| FY 2021/22       | YTD Total Measure B Expenditures - July 2021 to Current          | 441,803             | 9,271                         | 432,533                       |
|                  | <b>Life to Date Expense:</b>                                     | <b>3,012,867</b>    | <b>414,503</b>                | <b>2,598,365</b>              |
|                  | <b>Life to Date Interest Earnings:</b>                           | <b>(460,515)</b>    | <b>(115,129)</b>              | <b>(345,386)</b>              |
|                  | <b>Current Measure B Fund Balance:</b>                           | <b>(25,290,556)</b> | <b>(6,661,353)</b>            | <b>(18,629,203)</b>           |
|                  | <b>Measure B Prudent Reserve (6.85%):</b>                        | <b>(1,253,558)</b>  | <b>(313,390)</b>              | <b>(940,169)</b>              |





**Mendocino County - Measure B Funds  
Mental Health Treatment Act-Operation Expenses (Budget 4052)**

**FY 21/22**

| OBJ   | ACCOUNT DESCRIPTION         | YR/PER/JNL     | EFF DATE   | AMOUNT            | VENDOR NAME      | COMMENT                    |
|---|-----------------------------|----------------|------------|-------------------|------------------|----------------------------|
| <b>** Salary &amp; Benefits include 1 FTE Project Manager. .25 Staff Assistant II</b> |                             |                |            |                   |                  |                            |
| <b>Salary &amp; Benefits Total</b>  |                             |                |            | <b>\$0.00</b>     |                  |                            |
| 862060  | Communications              | 2022/01/746    | 8/26/2021  | 19.72             | Verizon Wireless | 270569046-00081            |
| 862060  | Communications              | 2022/03/606    | 9/23/2021  | 19.67             | Verizon Wireless | 270569046-00081            |
| <b>Communication Total</b>  |                             |                |            | <b>\$39.39</b>    |                  |                            |
| 862101  | General Liability Insurance |                |            |                   |                  |                            |
| <b>General Liability Insurance-Annually</b>   |                             |                |            | <b>\$0.00</b>     |                  |                            |
| <b>Office Expense Total</b>   |                             |                |            | <b>\$0.00</b>     |                  |                            |
| 862187  | Education & Training        |                |            |                   |                  |                            |
| <b>Education &amp; Training Total</b>   |                             |                |            | <b>\$0.00</b>     |                  |                            |
| 862189  | Prof & Spec Svcs-Other      |                |            |                   |                  |                            |
| <b>Prof &amp; spec Svcs-Other Total</b>   |                             |                |            | <b>\$0.00</b>     |                  |                            |
| 862190  | Public & Legal Notices      |                |            |                   |                  |                            |
| <b>Public &amp; Legal Notices</b>   |                             |                |            | <b>\$0.00</b>     |                  |                            |
| 862230  | Info Tech Equipment         | 2022/03/000639 | 09/21/2021 | 245.56            |                  | B&H PHOTO 8630921.8108/02/ |
| 862230  | Info Tech Equipment         | 2022/03/000639 | 09/21/2021 | 75.52             |                  | B&H PHOTO 8063096.1608/18/ |
| <b>Info Tech Equipment Total</b>  |                             |                |            | <b>\$321.08</b>   |                  |                            |
| 862239  | Special Dept Exp.           | 2022/03/000425 | 09/15/2021 | 66.89             | COCO             | 4052-ME AUG COCO           |
| 862239  | Special Dept Exp.           | 2022/03/000897 | 09/28/2021 | 102.28            |                  | PP 14 BEELEER, J           |
| 862239  | Special Dept Exp.           | 2022/03/000898 | 09/28/2021 | 412.47            |                  | PP 15 BEELEER, J           |
| 862239  | Special Dept Exp.           | 2022/03/000899 | 09/28/2021 | 63.27             |                  | PP 14-15 CHAVOYA, L        |
| 862239  | Special Dept Exp.           | 2022/03/000906 | 09/28/2021 | 6,703.59          |                  | PP 14-15 SMALLCOMB, K      |
| 862239  | Special Dept Exp.           | 2022/03/000912 | 09/28/2021 | 450.65            |                  | PP 14 LOVATO, K            |
| 862239  | Special Dept Exp.           | 2022/03/000913 | 09/28/2021 | 865.39            |                  | PP 15 LOVATO, K            |
| <b>Special Dept Exp. Total</b>  |                             |                |            | <b>\$8,664.54</b> |                  |                            |
| 862250  | Travel-In County            |                |            |                   |                  |                            |
| <b>Travel- In County Total</b>  |                             |                |            | <b>\$0.00</b>     |                  |                            |
| 862253  | Travel- Out of County       |                |            |                   |                  |                            |
| <b>Travel- Out of County Total</b>  |                             |                |            | <b>\$0.00</b>     |                  |                            |
| 864370  | Equipment-Fixed Assets      |                |            |                   |                  |                            |
| <b>864370 Equipment-Fixed Assets</b>  |                             |                |            | <b>\$0.00</b>     |                  |                            |
| 865802  | Operating Trans- Out        |                |            |                   |                  |                            |
| <b>Operating Trans- Out</b>   |                             |                |            | <b>\$0.00</b>     |                  |                            |
| <b>Grand Total</b>  |                             |                |            | <b>\$9,025.01</b> |                  |                            |

**Summary of Budget for FY 21/22**

**Summary of Staff Charges**

| OBJ                 | ACCOUNT DESCRIPTION                | Budget Amount         | YTD Exp           | Remaining Budget      | Staff Member       | Amount            |
|---------------------|------------------------------------|-----------------------|-------------------|-----------------------|--------------------|-------------------|
| 1000 Series         | Salary & Benefits                  | 134,556.00            | \$0.00            | \$134,556.00          |                    | \$0.00            |
| 862060              | Communications                     | 500.00                | \$39.39           | \$460.61              |                    | \$0.00            |
| 862101              | General Liability Insurance-Annual | 358.00                | \$0.00            | \$358.00              |                    | \$1,097.83        |
| 862170              | Office Expense                     | 2,000.00              | 0.00              | \$2,000.00            |                    | \$0.00            |
| 862187              | Education & Training               | 1,000.00              | 0.00              | \$1,000.00            |                    | \$412.47          |
| 862189              | Prof & Spec Svcs-Other             | 610,000.00            | 0.00              | \$610,000.00          |                    | \$0.00            |
| 862190              | Public & Legal Notices             | 500.00                | 0.00              | \$500.00              |                    | \$0.00            |
| 862194              | A-87 Costs                         | 20,000.00             | 245.56            | \$19,754.44           |                    | \$0.00            |
| 862230              | Info Tech Equipment                | 3,337.00              | 321.08            | \$3,015.92            |                    | \$0.00            |
| 862239              | Special Dept Exp.                  | 388,549.00            | 8,664.54          | \$379,884.46          |                    | \$0.00            |
| 862250              | Travel- In County                  | 500.00                | 0.00              | \$500.00              |                    | \$0.00            |
| 862253              | Travel- Out of County              | 1,000.00              | 0.00              | \$1,000.00            |                    | \$0.00            |
| 865802              | Operating Transfer Out             | 3,018,225.00          | 0.00              | \$3,018,225.00        |                    | \$0.00            |
| <b>Total Budget</b> |                                    | <b>\$4,180,525.00</b> | <b>\$9,270.57</b> | <b>\$4,171,254.43</b> | <b>Staff Total</b> | <b>\$1,510.30</b> |

**Mendocino County - Measure B Funds**  
**Mental Health Treatment Act-Projects (1303/1713)**  
**FY 21/22**

| Project  | ACCOUNT DESCRIPTION                   | YR/PER/JNL     | EFF DATE     | AMOUNT              | INVOICE #                 | VENDOR NAME          | COMMENT                    |
|--|---------------------------------------|----------------|--------------|---------------------|---------------------------|----------------------|----------------------------|
| CA001  | Behavioral Health Training Center     | 2022/02/000602 | 08/26/2021   | 96,191.78           | INV3 073121               | ADAMS COMMERCIAL GEN | MEASURE B 555 S. ORCHARD S |
|  |                                       | 2022/03/000201 | 09/10/2021   | 1,706.25            | 082321                    | RVCFD                | MENDOCINO COUNTY MEASURE B |
|  |                                       | 2022/03/000201 | 09/10/2021   | 125.00              | 8336                      | COASTAL MOUNTAIN     | MENDOCINO COUNTY APP FEE R |
| <b>Behavioral Health Training Center Total</b>     |                                       |                |              | <b>\$98,023.03</b>  |                           |                      |                            |
| CA003  | Crisis Residential Treatment Facility | 2022/02/000369 | 08/19/2021   | 260,864.37          | 8 072721                  | CUPPLES & SONS       | CRISIS RESIDENTIAL TREATME |
|  |                                       | 2022/02/000369 | 08/19/2021   | 400.00              | 20211816RB                | REDWOOD EMPIRE TITLE | CRT PROJECT PRELIMINARY TI |
|  |                                       | 2022/03/000052 | 09/02/2021   | 507.50              | 48831                     | LACO ASSOCIATES      | PROJECT 07746.28 JUL21 SE  |
|  |                                       | 2022/03/000203 | 09/10/2021   | 8,588.58            | 00019-REVISEI             | NACHT & LEWIS        | CRT UNIT PROJECT Y194900   |
|  |                                       | 2022/03/000406 | 09/16/2021   | 29,041.19           | 2000526208                | AECOM TECHNICAL      | CONST MAINT 5/29/21-7/30/2 |
|  |                                       | 2022/03/000790 | 09/30/2021   | 11,737.50           | 2000533966                | AECOM TECHNICAL      | CONST MAINT CRT FACIL 7/31 |
| 2022/03/000790                                     | 09/30/2021                            | 6,934.95       | 00020 083121 | NACHT & LEWIS       | Y194900 SERVS THROUGH 8/3 |                      |                            |
| <b>Crisis Residential Treatment Facility Total</b> |                                       |                |              | <b>\$318,074.09</b> |                           |                      |                            |
| CA004  | Psychiatric Hospital Facility         | 2022/03/000203 | 09/10/2021   | 5,500.00            | PHF-00001                 | NACHT & LEWIS        | PHF UNIT PROJECT Y194900 W |
|  |                                       | 2022/03/000790 | 09/30/2021   | 2,147.50            | 2000534322                | AECOM TECHNICAL      | CONST MGMT SVCS 7/31/21-8/ |
|  |                                       | 2022/03/000790 | 09/30/2021   | 8,788.00            | PHF-00002                 | NACHT & LEWIS        | PHF UNIT SRVCS THROUGH 8/3 |
| <b>Psychiatric Hospital Facility Total</b>         |                                       |                |              | <b>\$16,435.50</b>  |                           |                      |                            |
| <b>Grand Total</b>                                 |                                       |                |              | <b>\$432,532.62</b> |                           |                      |                            |

**Summary of Budget for FY 21/22**

| Project Codes       | Project Name                          | Budget Amount         | YTD Exp             | Remaining Budget      |
|---------------------|---------------------------------------|-----------------------|---------------------|-----------------------|
| CA001               | Behavioral Health Training Center     | \$ 147,925.00         | \$ 98,023.03        | \$ 49,901.97          |
| CA003               | Crisis Residential Treatment Facility | \$ 1,973,053.00       | \$ 318,074.09       | \$ 1,654,978.91       |
| CA004               | Psychiatric Hospital Facility         | \$ 897,247.00         | \$ 16,435.50        | \$ 880,811.50         |
| <b>Total Budget</b> |                                       | <b>\$3,018,225.00</b> | <b>\$432,532.62</b> | <b>\$2,585,692.38</b> |

**Operating Transfer In- 827802 (Reimbursement from BU 4052)**

| Project Codes       | Project Name                          | Budget Amount           | YTD Exp       | Remaining Budget        |
|---------------------|---------------------------------------|-------------------------|---------------|-------------------------|
| CA001               | Behavioral Health Training Center     | \$ (147,925.00)         | \$ -          | \$ (147,925.00)         |
| CA003               | Crisis Residential Treatment Facility | \$ (1,973,053.00)       | \$ -          | \$ (1,973,053.00)       |
| CA004               | Psychiatric Hospital Facility         | \$ (897,248.00)         | \$ -          | \$ (897,248.00)         |
| <b>Total Budget</b> |                                       | <b>(\$3,018,226.00)</b> | <b>\$0.00</b> | <b>(\$3,018,226.00)</b> |

**Training Center (CA001) Contractor Payment Summary**

| Contractor       | Contract Amount | Paid 20/21    | Paid 21/22   | Remaining Balance |
|------------------|-----------------|---------------|--------------|-------------------|
| Adams Commercial | \$ 305,123.00   | \$ 175,088.80 | \$ 96,191.78 | \$ 208,931.22     |

**CRT (CA003) Contractor Payment Summary**

| Contractor      | Contract Amount | Paid 20/21      | Paid 21/22    | Remaining Balance |
|-----------------|-----------------|-----------------|---------------|-------------------|
| AECOM Technical | \$ 331,738.00   | \$ 136,642.33   | \$ 29,041.19  | \$ 166,054.48     |
| Cupples & Sons  | \$ 3,134,765.00 | \$ 1,471,616.62 | \$ 260,864.37 | \$ 1,402,284.01   |
| LACO Associates | \$ 45,800.00    | \$ 12,815.36    | \$ 507.50     | \$ 32,477.14      |

**MENTAL HEALTH TREATMENT ACT  
CITIZENS OVERSIGHT COMMITTEE**



**Agenda Summary**

**ITEM 3c**

|  |                  |
|--|------------------|
| <b>Meeting Date:</b>                       | October 27, 2021 |
| <b>Contact:</b>                            | Chair Moschetti  |
| <b>Time Allocated for Item:</b> 10 minutes |                  |

**AGENDA TITLE:** Update and Discussion Regarding Measure B Related Items at the Board of Supervisors Meetings.

**SUMMARY OF REQUEST / BACKGROUND INFORMATION:**

The Measure B Committee requested a monthly update regarding BOS agenda item outcomes.

**MENTAL HEALTH TREATMENT ACT  
CITIZENS OVERSIGHT COMMITTEE**



**Agenda Summary**

**ITEM 3d**

|  |                  |
|--|------------------|
| <b>Meeting Date:</b>                       | October 27, 2021 |
| <b>Contact:</b>                            | Sheriff Kendall  |
| <b>Time Allocated for Item:</b> 20 minutes |                  |

**AGENDA TITLE:** Discussion and Possible Action Regarding the Request of Funds for the Crisis Intervention Training to be held on December 1-3, 2021.

**SUMMARY OF REQUEST / BACKGROUND INFORMATION:**

The Mendocino County Sheriff's Office is requesting the Measure B Committee to assist with funding in the amount of \$14,500.00. The cost breakdown is \$13,000.00 for the training, and \$1,500.00 for the location. Please see attached current and approved contract with Disability Response and location estimate for the City of Ukiah.

Ukiah Valley Conference Center

200 South School Street  
Ukiah CA. 95482

# Estimate

| DATE       | ESTIMATE # |
|------------|------------|
| 10/14/2021 | 1040       |

|   |
|---|
| Christine Studer<br>Mendocino County Sheriff's Office<br>951 Low Gap Road<br>Ukiah CA 95482 |
|---|

| DATE OF EVENT |
|---------------|
|               |

| QTY | DESCRIPTION  | COST         | TOTAL             |
|-----|--|--------------|-------------------|
| 3   | Cabernet I Room 3 day qoute                        | 600.00       | 1,800.00          |
|     | Sheriff's Offcie discount of \$300 (\$100 Per day) | -300.00      | -300.00           |
|     |  | <b>TOTAL</b> | <b>\$1,500.00</b> |

SIGNATURE \_\_\_\_\_

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Michael L. Summers dba Disability Response, 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 Three Day Crisis Intervention Training (C.I.T.); 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 the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Thirteen Thousand Dollars (\$13,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

*[Signature]*

Aug 24, 2021

SHERIFF'S OFFICE DATE

Budgeted:  Yes  No

Budget Unit: 2310

Line Item: SO - 862187

Grant:  Yes  No

Grant No.: n/a

CONTRACTOR/COMPANY NAME

*Michael Summers*

By: Michael Summers (Aug 26, 2021 10:04 PDT)

Date: Aug 26, 2021

NAME AND ADDRESS OF CONTRACTOR:

Michael L Summers dba Disability Response

3450 Jefferson Blvd

West Sacramento, CA 95691

Ph: (916) 600-3742

Em: disabilityresponse@yahoo.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

INSURANCE REVIEW:

By: *[Signature]*  
Risk Management

08/24/2021

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

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*  
Deputy CEO

08/24/2021

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: *[Signature]*  
Deputy

Date: 08/24/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  n/a  
Mendocino County Business License:  Exempt  
Exempt Pursuant to MCC Section: March 21, 2017, Approval of Exemption, Item No. 4(p)



## **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  
MCSO  
951 Low Gap Rd.  
Ukiah, CA 95482  
Attn: Fiscal – My Lan Do Nguyen

**To CONTRACTOR:** Disability Response  
3450 Jefferson Blvd  
West Sacramento, CA 95691  
ATTN: Michael L. Summers

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 Three Day Crisis Intervention Training (C.I.T.) shall not exceed \$13,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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



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

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

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

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

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

33. **ELECTRONIC COPIES:**

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

34. **COOPERATION WITH COUNTY**

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

35. **PERFORMANCE STANDARD**

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

**36. ATTORNEYS' FEES**

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

**[END OF GENERAL TERMS AND CONDITIONS]**

## **EXHIBIT A**

### DEFINITION OF SERVICES

A. CONTRACTOR shall provide the following services at a date to be agreed upon by COUNTY and CONTRACTOR:

1. CONTRACTOR shall provide one three-day Training Crisis Intervention Training (C.I.T) for the COUNTY as outlined below:

#### **Course Outline**

##### **Day One**

0800-0850 Introductions, Housekeeping, Goals of CIT, Student Expectations, -  
Michael Summers

0850-0900 Break

0900-0950 Mental Illness Overview - Dr. David Joseph

0950-1000 Break

1000-1050 Mood Disorders / Major Depression - Dr. David Joseph

1050-1100 Break

1100-1200 Thought Disorders - Dr. David Joseph

1200-1300 Lunch

1300-1350 Thought Disorders continued - Dr. David Joseph

1350-1400 Break

1400-1450 Returning Veterans - Mike Summers

1450-1500 Break

1500-1550 Excited Delirium / Sudden Death - Tony Lopez

1550-1600 Break

1600-1700 Excited Delirium / Sudden Death - Tony Lopez

##### **Day Two**

0800-0850 Field Contacts - Dr. Joel Fay Psy.D., San Rafael Police Department  
(Ret)

0850-0900 Break

0900-0950 Field Contact / Officer Safety - Dr. Fay

0950-1000 Break

1000-1050 Suicide by Cop - Dr. Joel Fay

1050-1100 Break

1100-1200 Case Law / Writing better 5150's - Dr. Fay

1200-1300 Lunch

**EXHIBIT A – Page 2**

1300-1350 Post Traumatic Stress Disorder - Dr. Fay  
1350-1400 Break  
1400-1450 PTSD Continued - Dr. Fay  
1450-1500 Break  
1500-1550 Managing Officer Stress - Dr. Fay  
1550-1600 Break  
1600-1700 Officer Wellness - Dr. Fay

**Day Three**

0800-0850 Developmental / Intellectual Disabilities - Sarah May  
0850-0900 Break  
0900-0950 Developmental / Intellectual Disabilities - Sarah May  
0950-1000 Break  
1000-1050 De Escalation and Communication - Mike Summers  
1050-1100 Break  
1100-1200 De Escalation and Communication - Mike Summers  
1200-1300 Lunch  
1300-1350 Suicide Awareness - Mike Summers / David Bartley  
1350-1400 Break  
1400-1450 National Alliance on Mental Illness (NAMI) Family Panel – Donna Moschetti  
1450-1500 Break  
1500-1550 National Alliance on Mental Illness (NAMI) Consumer Panel  
1550-1600 Break  
1600-1645 Resource Presentation  
1645-1700 Graduation

2. CONTRACTOR shall provide pre-test, post test and daily course evaluation.

[END OF DEFINITION OF SERVICES]

**EXHIBIT B**

**PAYMENT TERMS**

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. CONTRACTOR will submit invoices addressed to:

Mendocino County  
Sheriff's Office  
951 Low Gap Road  
Ukiah, CA 95482  
Attn: Fiscal

OR

Email to: [MCSSO-accounting@mendocinocounty.org](mailto:MCSSO-accounting@mendocinocounty.org)

CONTRACTOR will include their County vendor # and County contract # on each invoice.

2. Payments under this agreement shall not exceed \$13,000 for the term of this agreement.

[END OF PAYMENT TERMS]

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

CONTRACTOR shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]

## **EXHIBIT D**

### 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)



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.

Michael Summers

(Type Name)

Owner

(Title)

Michael Summers

Michael Summers (Aug 26, 2021 10:04 PDT)

(Signature)

Disability Response

(Organization Name)

3450 Jefferson Blvd  
West Sacramento, CA 95691

(Organization Address)

Aug 26, 2021

(Date)