



City Council Regular Meeting

AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

March 6, 2019 - 5:15 PM

5:15 BUDGET WORKSHOP

Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 18-19 and Review of Draft Objectives for Fiscal Year 19-20.

Recommended Action: Receive, consider, and discuss department-specific budget reports and progress updates on stated objectives for the 2018-19 fiscal year. In addition, the Council will review draft Objectives for the Fiscal Year 19-20. Departments presenting at this meeting are Finance and Public Works.

[Attachment 1 - Finance](#)

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. [Presentation to Council on the Updating of the City of Ukiah Housing Element, Including an Overview of Process, Timeline, and Expectations; and provide additional direction if necessary.](#)

Recommended Action: Receive presentation and provide direction.

[Attachment 1- Ukiah Housing Strategy Overview](#)

[Attachment 2- City-of-Ukiah-Housing-Element-Final-2016](#)

[Attachment 3- HCD 6th HE Update Schedule](#)

[Attachment 4- OPR_Housing Element Completeness Checklist](#)

4 PETITIONS AND COMMUNICATIONS

5 APPROVAL OF MINUTES

- 5.a. [Approval of the February 20, 2019, Regular Meeting Minutes](#)

Recommended Action: Approve the Minutes of February 20, 2019, a Regular Meeting, as submitted.

6 RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

7 CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- 7.a. [Notification of Software and Hardware Support Renewal for Checkpoint Firewall in the Amount of \\$27,069.68.](#)
Recommended Action: Receive Report.
[Attachment 1 - Bid Tabulation](#)
- 7.b. [Approval of Notice of Completion for Slurry Seal of Local Streets, Specification No. 18-02.](#)
Recommended Action: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for Slurry Seal of Local Streets, Specification No. 18-02.
[Notice of Completion-Spec18-02](#)
- 7.c. [Approval of Notice of Completion for Transportation Improvements for Redwood Business Park, Specification No. 17-09 and Talmage Interchange Improvements Projects, Specification No. 17-07.](#)
Recommended Action: 1. Accept the work as substantially complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for both project Specification Numbers 17-07 and 17-09
[Attachment 1 - Notice of Completion-Spec17-07 & -09](#)
- 7.d. [Adoption of Resolution Removing 60 Lineal Feet of On-Street Parking and Establishing a Bus Loading Zone at 260 Hospital Drive.](#)
Recommended Action: Adopt resolution removing 60 lineal feet of on-street parking and establishing a bus loading zone at 260 Hospital Drive.
[Attachment 1 Resolution and Location Map.pdf](#)
- 7.e. [Adoption of Resolution Removing 60 Lineal Feet of On-Street Parking and Establishing a Bus Loading Zone on the East Side of Mason Street just South of Norton Street.](#)
Recommended Action: Adopt resolution removing 60 lineal feet of on-street parking and establishing a bus loading zone on the east side of Mason Street just south of Norton Street.
[Attachment 1 Resolution and Location Map](#)
- 7.f. [Notification to City Council of Purchase Order #45916 Issued to Rain for Rent, with the Emergency Approval from the City Manager to Rent Two Diesel Pumps, Hoses and Adapters](#)

as well as Installation and Removal Costs for the Waste Water Treatment Plant in the amount of \$21,398.52, and Approval of Corresponding Budget Amendment.

Recommended Action: Receive Notification to City Council of Purchase Order #45916 Issued to Rain for Rent, with the Emergency Approval from the City Manager to Rent Two Diesel Pumps, Hoses and Adapters as well as Installation and Removal Costs for the Waste Water Treatment Plant in the amount of \$21,398.52, and Approval of Corresponding Budget Amendment.

None

8 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9 COUNCIL REPORTS

10 CITY MANAGER/CITY CLERK REPORTS

11 PUBLIC HEARINGS (6:15 PM)

12 UNFINISHED BUSINESS

- 12.a. Report and update on Mendocino County's Ambulance Exclusive Operating Area (EOA) Request for Proposals (RFP) and provide additional direction if necessary.

Recommended Action: Receive Report and update, discuss any desired action or further direction to staff.

Attachment 1- MOU with County

Attachment 2- County Ambulance EOA RFP

Attachment 3- Letter in Response to RFP

13 NEW BUSINESS

- 13.a. Ratification of a Resolution Declaring a Local Emergency Related to the 2019 Winter Storm Event, and Receive a Status Update Report.

Recommended Action: Approve ratified Resolution declaring a local emergency related to the 2019 winter storm event, and receive a status update report.

Attachment 1 - Resolution Ratifying Local Emergency

- 13.b. Authorize the City Manager and Police Chief to Implement a Relocation Program for Recruiting Police Officers .

Recommended Action: Approve authorizing the City Manager and Police Chief to implement a relocation payment of \$8,000 for newly hired police officers.

None

- 13.c. Approve the Rejection of the Proposal Received from Fiduciary Resources, and Authorize the City Manager to Execute and Negotiate an Agreement for Vineyard Management Services to

Mendocino Ag.

Recommended Action: Approve the Rejection of the Proposal Received from Fiduciary Resources, and Authorize the City Manager to Execute and Negotiate an Agreement for Vineyard Management Services to Mendocino Ag.

Attachment 1 - RFP- Vineyard Management Services

Attachment 2 - Mendocino Ag Proposal

- 13.d. Receive Updates on City Council Committee and Ad Hoc Assignments and if necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

Recommended Action: Receive report(s). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachment 1 - 2019 City Council Special Assignments & Ad Hocs

14 CLOSED SESSION – CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING.

- 14.a. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200

Recommended Action: Confer in Closed Session

- 14.b. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

- 14.c. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-040-77; 003-040-78; 003-040-79

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Shapiro/Danco

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

- 14.d. Conference with Real Property Negotiators
(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-273-19-00 and 002-273-30-00

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Bank of America

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

15 ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 18-19 and Review of Draft Objectives for Fiscal Year 19-20.

DEPARTMENT: Finance

PREPARED BY: Daniel Buffalo

ATTACHMENTS:

[Attachment 1 - Finance](#)

Summary: As part of the mid-year review of the fiscal year 2018-19 budget and development process for the fiscal year 2019-20 budget, departments will present their individual mid-year budget and objectives progress report and outline their planned, specific objectives for the coming year and beyond.

Background: As part of the mid-year review of the current budget year and development of the budget for next year, each City department will present their individual budget information through December 31, 2018, progress on stated budget objectives for the current year, and plans for the next fiscal year and beyond. Every department has been scheduled and will present over the course of February, March and April.

Discussion: Departments presenting at this meeting are Finance and Public Works. The mid-year summary for Finance is included here as Attachments #1 with pages numbered. The budget summary for Public Works remains under final review with the Department and will be provided to the City Council prior to the meeting.

RECOMMENDED ACTION: Receive, consider, and discuss department-specific budget reports and progress updates on stated objectives for the 2018-19 fiscal year. In addition, the Council will review draft Objectives for the Fiscal Year 19-20. Departments presenting at this meeting are Finance and Public Works.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Manager's Office and Public Works Department

Approved:


Sage Sangiacomo, City Manager

City of Ukiah
Activity Summary

Fiscal Year 2018-19



	Name	Number	Number of FTEs (department-wide)
Department	FINANCE	13	
Division	UNDEFINED		
Section	UNDEFINED		27.28

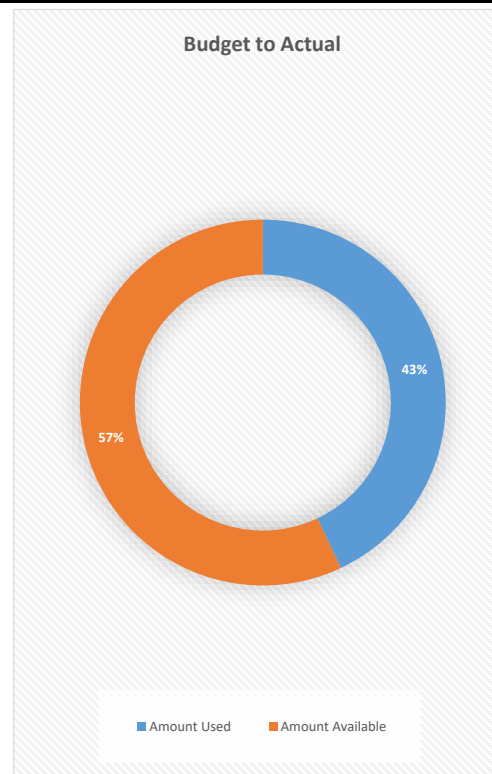
Description

The Finance Department is responsible for all financial accounting, reporting, and management activities for the City, serving over 150 internal customers and over 10,000 external customers.

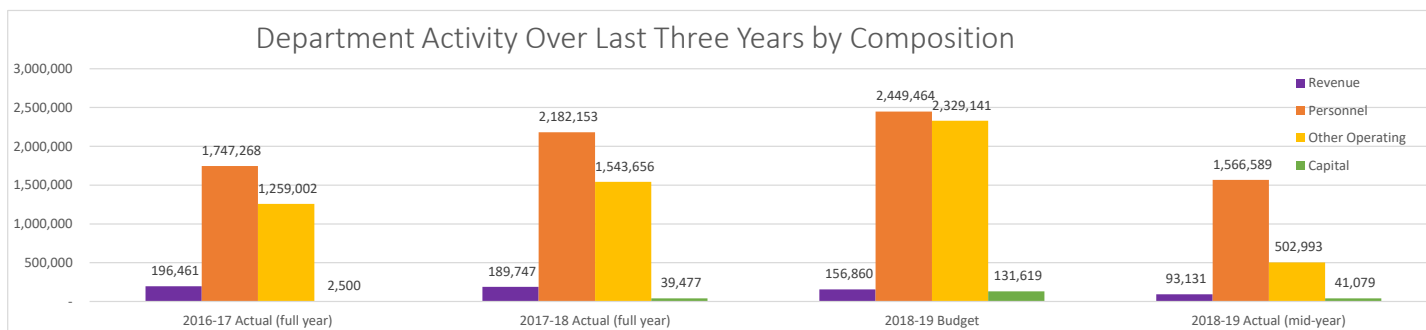
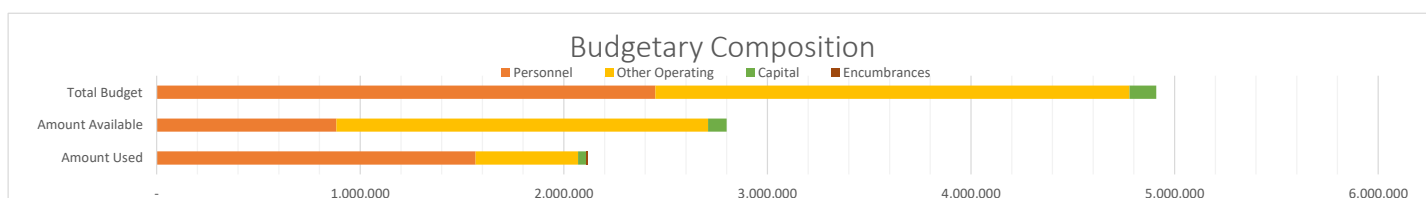
It consists of five distinct, yet integrated divisions:

- Accounting
- Budget Development and Management
- Procurement
- Billing and Customer Service
- Information Technology (IT)

Budget Summary



Activity Trends



Notes

- 1 Revenues do not include internal service charges to other funds or departments.
- 2
- 3

City of Ukiah
Activity Summary

Fiscal Year 2018-19



	Name	Number	Number of FTEs (department-wide)
Department	FINANCE	13	1.25
Division	BUDGET DEVELOPMENT AND MANAGEMENT	132	
Section	BUDGETING	1320	

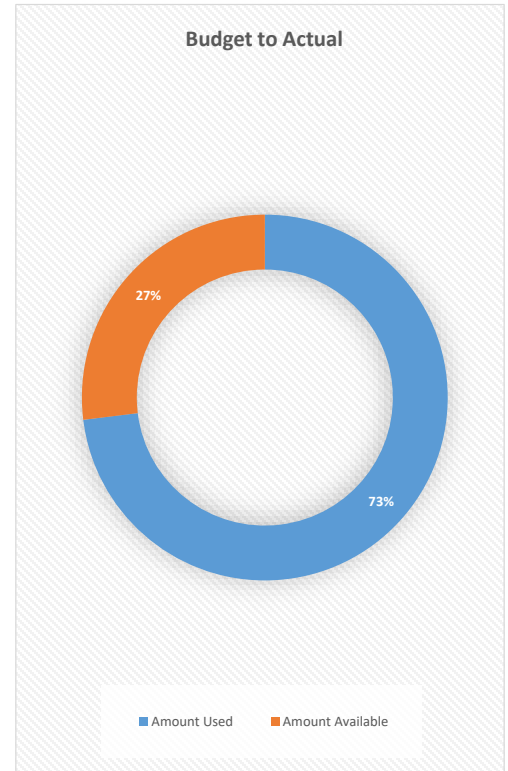
Description

The Budget Management Division is responsible for the development, revision, and monitoring of the City's budget.

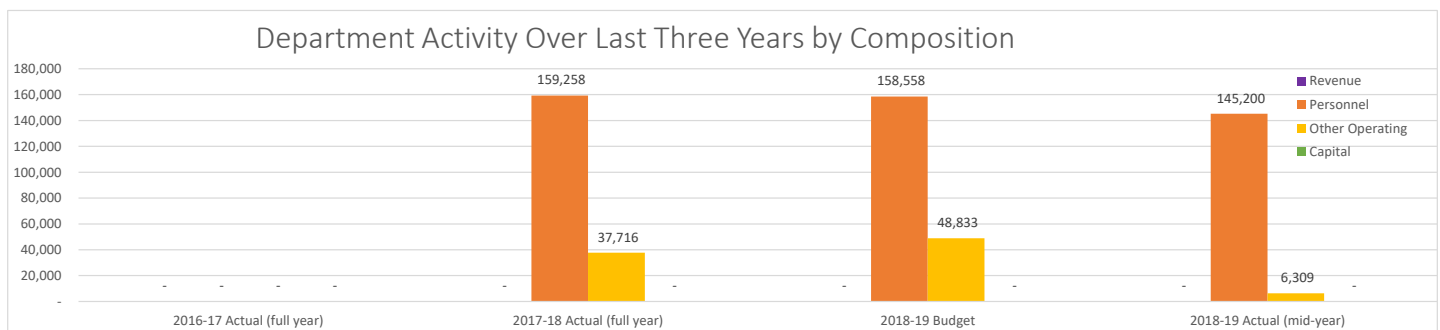
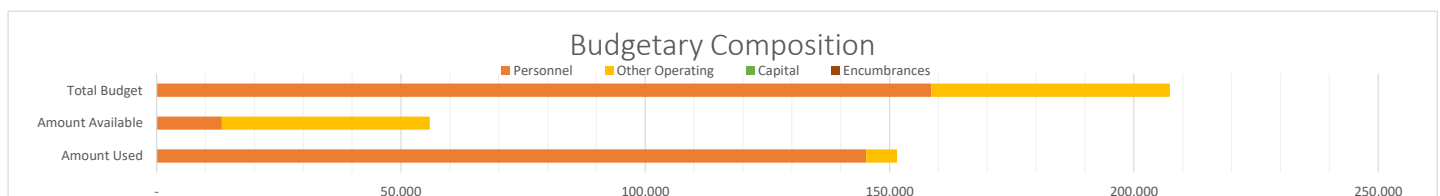
Activities Performed:

- ☐ Budget development process management
- ☐ Budget document design and presentation
- ☐ Budget compliance monitoring
- ☐ Special projects

Budget Summary



Activity Trends



Notes

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Fiscal Year 2019-20
Budget Management Division

	Number	Number of FTEs (department-wide)
Department	13	
Division	132	
Section	1320	

Accomplishments From Fiscal Year 2018-19

	Stated Objectives	Status	Department/Division Comments:
1	Launch OpenGov Performance Measures and Stories on the City Website.	In Progress	OpenGov Stories has been deployed and available on the City's website. Performance Measures is still in development phase.
2	Create procedures and train departments how to update CIP narrative in the OpenGov environment.	Completed	Departments have been trained and will update project status on a quarterly basis.
3	Continue building OpenGov to enhance communication both internally and externally.	In Progress	Continuing to work with OpenGov on new platform ideas and deploy platforms for better communication.
4	Complete Budget Story.	Completed	Posted to City's Website and presented to Council. This document will be prepared annually, coordinated with the City's use of OpenGov.
5			

Future Objectives		Fiscal Year 2019-20
Near-term		Department/Division Comments:
1	Combine the divisions of budget management, accounting and internal audit.	To better meet the needs of the department's internal customers and maximize the capacity and capabilities of department team members, these divisions will be combined into one with a strong focus on accounting, budget management, and customer service, e.g. accounts payable and payroll. Further, special projects will be a function assigned to another division to be created in the Department, which will provide procurement, capital planning and accounting, and special project accounting services.
2	Launch OpenGov Performance Measures internally and externally.	Performance Measures is in the development phase.
	Continue building OpenGov to enhance communication both internally and externally.	This will be an ongoing process to review the OpenGov Platforms to ensure continued communication and transparency.
3	Review budget process and procedures.	Finance is working to find ways to streamline the process.
4	Staff development and training.	Cross training team members in budget development.
5	Complete Budget Story.	
Intermediate-term		Department/Division Comments:
1	Set regular meetings with departments to review expenditures and revenues.	This is an ongoing objective that will keep communication open and help departments become more proactive in the day-to-day operations.
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Long-term		Department/Division Comments:
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City of Ukiah
Activity Summary

Fiscal Year 2018-19



	Name	Number	Number of FTEs (department-wide)
Department	FINANCE	13	9.53
Division	BILLING AND CUSTOMER SERVICE	133	
Section	UTILITY BILLING	1330	

Description

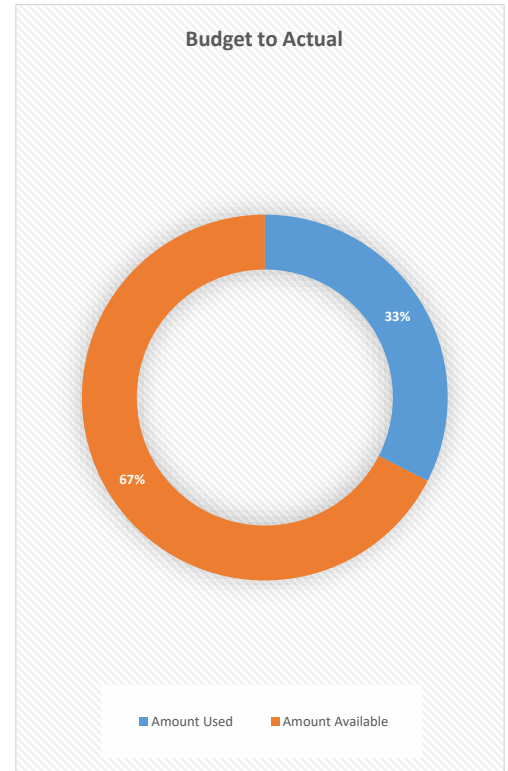
The Utility Billing Division is responsible for utility billings consisting of electric, water, wastewater, garbage and the Ukiah Valley Sanitation District (UVSD). This Division is also responsible for the processing of Business License applications in-house and miscellaneous billings. Duties related to utility billing include issuing, processing, collecting, and applying payments received in person, mail, phone, online and drop box.

The Division is dedicated to making sure the residents and our internal customers are treated with respect. Team members take their role seriously and are dedicated to performing at the highest level.

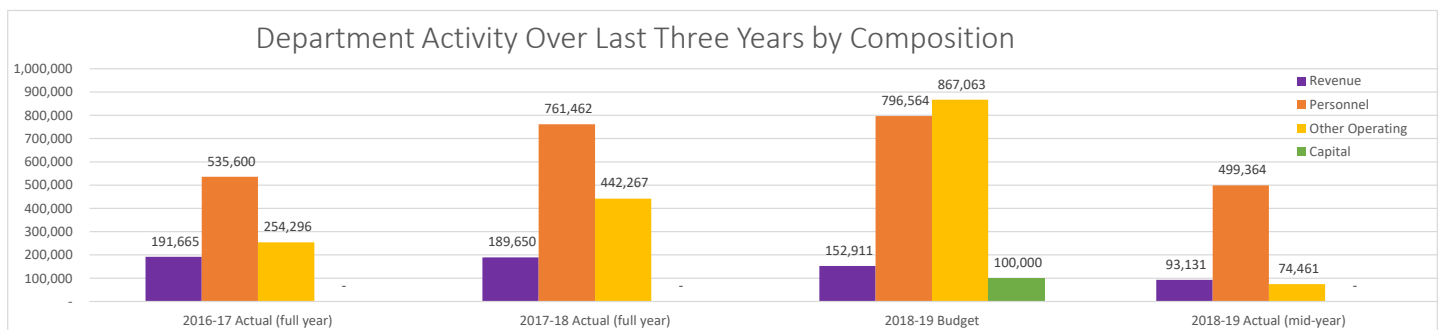
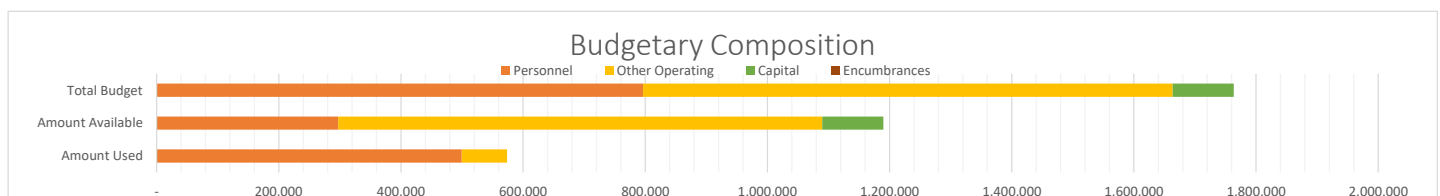
Activities Performed:

- ☐ Provide excellent customer service and support to the residents of the City of Ukiah and UVSD
- ☐ Generate billing for 8,000 plus City utility and UVSD wastewater accounts each month
- ☐ Work with the residents of the City of Ukiah on past due utility bills to ensure payments are made in a timely manner
- ☐ Provide monthly billing to 160-200 miscellaneous billing customers, including airport hangar rentals, parking permits, retiree benefits, miscellaneous job cost recoveries and insurance claims
- ☐ Perform all necessary collection documents on closed unpaid utility accounts as well as UVSD accounts
- ☐ Provide internal customer service while working closely with Planning, Building, Water, Wastewater and Electric Departments
- ☐ Process and post all payments received on a daily basis: i.e. cash, check or credit card
- ☐ Meter reading services
- ☐ Metering staff reads all utility meters and reports to staff any issues they may come up while reading meters (water leaks, electric meter issues, sidewalk damage, etc.) in all types of weather conditions

Budget Summary



Activity Trends



Notes

- 1 Revenues here do not include internal charges.
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Fiscal Year 2019-20
Utility Billing & Customer Service Division



	Number	Number of FTEs (department-wide)
Department	13	
Division	133	
Section	1330	

Accomplishments From Fiscal Year 2018-19

	Stated Objectives	Status	Department/Division Comments:
1	Coordinate with the Procurement Department to purchase a new Utility Billing System, Customer Information System(CIS).	In progress	The division met with the Electric Department on several occasions to begin the process. Due to challenges maintaining adequate staffing levels, this project has been put on hold. Staff plans to re-engage in the latter half of the third quarter 2018-19.
2	Implement a mobile/web base portal for customers.	Not started	Due to staff changes this project has been put on hold. This will be implemented when new Utility Billing System CIS is installed.
3	Outsource monthly printing and UVSD mailing.	Not started	Due to UVSD Lawsuit this project was placed on hold. Staff plans to revisit this objective in 2019-20 (see future objectives).
4	Inter-department training.	In Progress	Staff training is ongoing in the department.
5	Work with a temp agency to hire temporary staff.	Completed	Retired employee was brought in to successfully assist with new staff training.

Future Objectives Fiscal Year 2019-20

Near-term		Department/Division Comments:
1	Utility Billing Software.	Complete procurement and implementation of CIS system.
2	Over the counter Credit Card Payments.	Research and implement a credit card system that all departments can utilize, including standardizing merchant servicers.
3	Inter-department training.	Continue to cross train Customer Service Representatives in all aspects of the Utility Billing and Meter Reading departments.
4	Outsource monthly print and mailing of UVSD billing.	Work closely with software support and Infosend on creating a monthly UVSD billing that can be printed on an 8 1/2" x 11" statements and be mailed.
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Intermediate-term		Department/Division Comments:
1	Procure new truck for Utility Service Attendant.	Current truck is beginning to show wear and tear. Will replace when truck reaches 120,000 miles.
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Long-term		Department/Division Comments:
1	Succession planning.	Develop team members for potential management and leadership positions.
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City of Ukiah
Activity Summary

Fiscal Year 2018-19



	Name	Number	Number of FTEs (department-wide)
Department	FINANCE	13	8.25
Division	ACCOUNTING & REPORTING	134	
Section	ACCOUNTING	1340	

Description

The Accounting and Internal Audit Division is responsible for the fiscal health of the City accurately recording receipt of all money and expenditure of funds in accordance with all applicable laws and regulations. This includes managing the processes and recording for day-to-day transactions, providing accurate reporting to the City Council, City Manager, and other departments as well as performing high level, broad fiscal analysis of current activities, and evaluating economic trends affecting the local economy.

As such, the Division is best viewed as providing two levels of service: internal and external. This concept applies to operations, fiscal analysis, and advisory services.

One primary function of the department is to support the internal customers with answers as to how to retrieve/analyze information from the current general ledger system as well as historical data.

A second function is to provide financial data to the City's external customers such as Federal, State and County entities, bond holders, and the residents of the City of Ukiah.

Activities Performed:

Fiscal and advisory services:

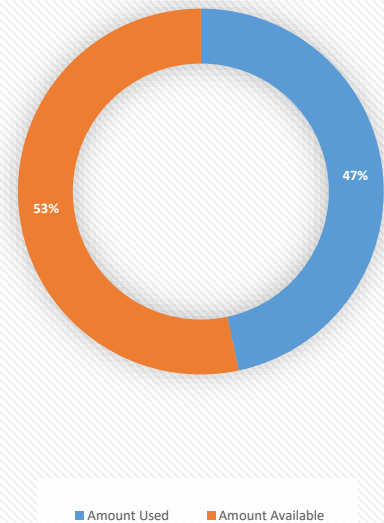
- Primary advisor to the City Manager, City Council, and departments on fiscal and financial matters
- Provide leadership in the development and implementations citywide financial policies
- Perform internal audits of select city functions and activities looking for opportunities for efficiencies and report results to City management

Internal and external operations:

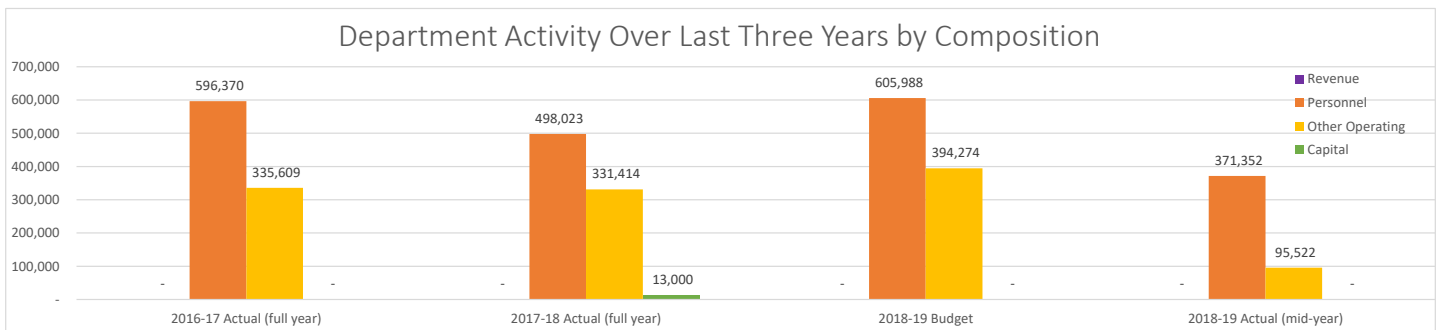
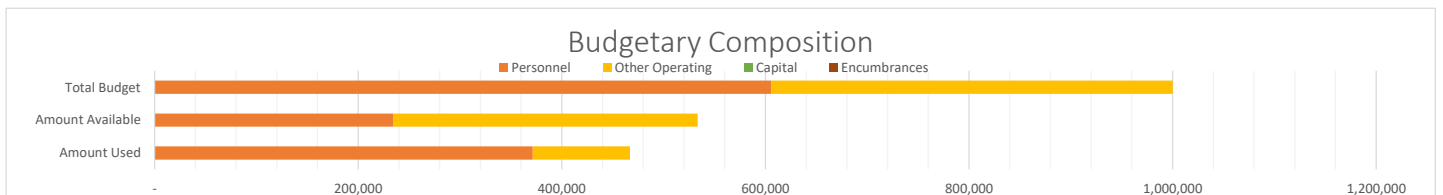
- Perform all general accounting, accounts payable, and payroll processing for the City
- Financial reporting, including preparation of monthly financial statements for the Ukiah Valley Fire District and Ukiah Valley Sanitation District, and quarterly financial reports to the City Council and the City's
- Comprehensive Annual Financial Report (CAFR)
- Provide accounting for all City grants
- Perform all cost accounting tasks for work performed by the City on a cost reimbursement basis including water, wastewater and electric jobs as well as major planning permits, FEMA, and EMMA
- Prepare monthly and quarterly tax returns
- Perform internal audits of all City departments, divisions, functions, and activities and provide recommendations for improvements and efficiencies, if applicable, based on the innovation program and policies set forth by the City Manager's Office

Budget Summary

Budget to Actual



Activity Trends



Notes

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Fiscal Year 2019-20

Accounting Division

	Number	Number of FTEs (department-wide)
Department	13	
Division	134	
Section	1340	

Accomplishments From Fiscal Year 2018-19

	Stated Objectives	Status	Department/Division Comments:
1	Continue cross training of team members.	In progress	This improves the functional capacity and allows for greater flexibility in resources allocation.
2	Develop an internal audit function.	Deferred	Staff changes have caused the department to re-evaluate its capacity to implement this initiative.
3	Implement Munis asset module.	Not started	Staff intends to begin this project before the end of FY 2018-19. Responsibility for it will be transferred to a proposed new division, which will provide procurement, capital planning and accounting, and special projecting financial management.
4	Issue 2017-18 CAFR by December 31, 2018.	In progress	Staff changes resulted in delays drafting the CAFR and preparing for the audit. The department expects to complete the audit and issue financial statements by March 31, 2019.
5	Complete Transient Occupancy Tax (TOT) audit.	Deferred	The department intends to engage this project in FY 2019-20.
6	Begin regular quarterly financial reporting.	In progress	First and second quarter reports have been completed and presented.
7	Implement Munis Electronic Time Sheets (ESS) and Attendance module.	Deferred	The department has been unable to commit resources to this project due to staff changes. Staff intends to re-engage this initiative in FY 2019-20.

Future Objectives Fiscal Year 2019-20

Near-term		Department/Division Comments:
1	Combine the divisions of Budget Management and Accounting and Internal audit.	To better meet the needs of the department's internal customers and maximize the capacity and capabilities of team members, these divisions will be combined into one with a strong focus on accounting, budget management, and customer service, e.g. accounts payable and payroll.
2	Enhance use of OpenGov and other electronic reporting platforms. Specifically, develop and deploy the entire City budget through OpenGov for FY 2020-21, including quarterly reports.	The Department plans to deploy OpenGov for budgetary and CIP reporting. Its use, however, has far greater potential, which the Department is committed to exploring, developing, and implementing.
3	Implement Munis ESS Time and Attendance module.	This will improve operational efficiency for managers.
4	Complete TOT audit.	A best practice in revenue auditing to ensure collection of all bed taxes assessed in the City and assist hoteliers with the process of collection and remittance of the tax.
5	Issue 2018-19 CAFR by December 31, 2019.	This is a best practice in financial reporting by governmental agencies. It will be a continued standard for the Department. The Department intends to submit this document to GFOA for consideration of its Excellence in Financial Reporting award.
6	Complete implementation of Munis asset module.	This will allow for a centralized store of capital asset information and improve upon the efficiency of tracking and reporting on assets. Responsibility for it will be transferred to a proposed new division, described in the accomplishments section above.

Intermediate-term		Department/Division Comments:
1	Develop and execute a succession plan for professional and managerial-level positions within the Department.	This will allow to better plan for and implement strategies for retention and recruitment of critical positions.
2	Complete an accounting policies and procedures manual.	This effort will result in a living document that will guide current and future team members on the function of accounting and reporting. Responsibility for it will be transferred to a proposed new division, described in the accomplishments section above.
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Long-term**Department/Division Comments:**

1	Review/re-evaluate MUNIS as the City's Enterprise Resource Planning system (ERP).	A general review of the current system is a best practice to ensure it meets the current and future needs of the City.
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City of Ukiah
Activity Summary

Fiscal Year 2018-19



	Name	Number	Number of FTEs (department-wide)
Department	FINANCE	13	3.25
Division	PURCHASING	135	
Section	PURCHASING	1350	

Description

The Purchasing Division of the Finance Department coordinates and executes the procurement of equipment, supplies, construction contracts, and contractual services for all City departments, which includes maintaining the warehouse inventory for the electric, water and wastewater utilities.

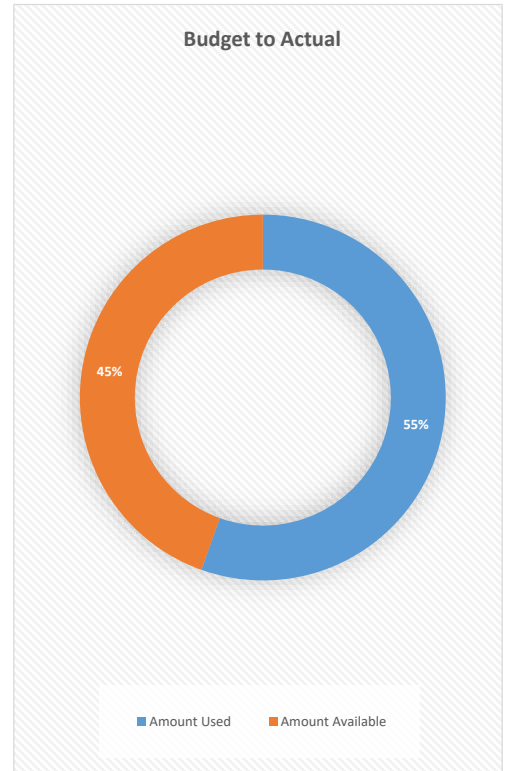
In addition, Purchasing facilitates the sale and/or disposal of surplus supplies and equipment. The primary goals are saving the City money, and providing overall value.

The Purchasing Division provides many different levels of services to all departments. We pride ourselves in going the extra mile, and assisting departments, whether it is product sourcing issues, contractual issues, or working through budget issues to complete a necessary purchase.

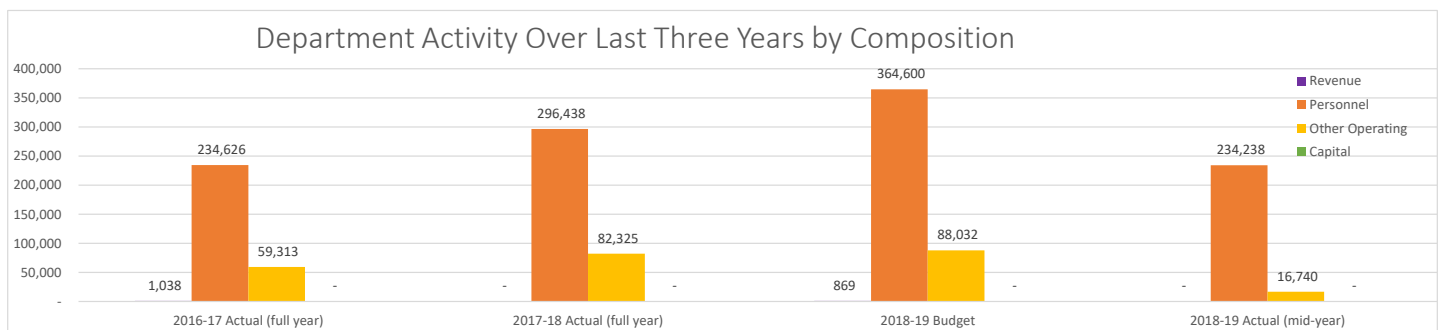
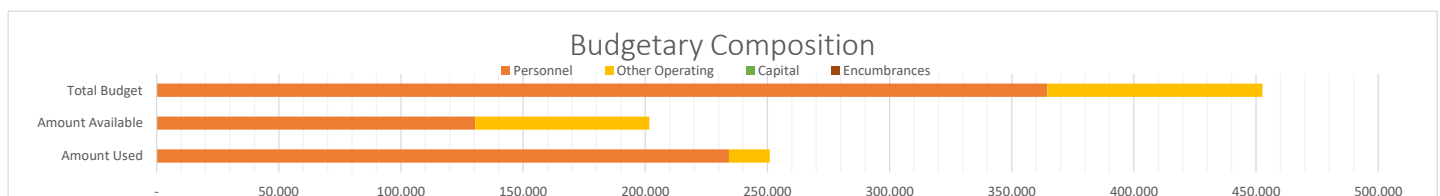
Activities Performed:

- ☐ Advise and direct all departments regarding City purchasing policies and procedures
- ☐ Monitor compliance with State and local laws and regulations
- ☐ Coordination of the purchase of City materials, supplies, equipment, construction contracts, and services
- ☐ Preparation of detailed specifications
- ☐ Create, review and approve purchase orders, contracts, and requisitions
- ☐ Manage bid and contracting process for all construction projects
- ☐ Manage and maintain inventory for the utilities
- ☐ Coordinate the documentation and identification of fixed assets
- ☐ Coordinate the sale of surplus equipment
- ☐ Prepare and present reports to Council
- ☐ Resolve complaints and problems with vendors

Budget Summary



Activity Trends



Notes

1
2
3

Fiscal Year 2019-20
Procurement Division



	Number	Number of FTEs (department-wide)
Department	13	
Division	135	
Section	1350	

Accomplishments From Fiscal Year 2018-19

	Stated Objectives	Status	Department/Division Comments:
1	Move Electric Utility Department (EUD) inventory and organize new warehouse facility at Hastings property.	Not started	The move is contingent upon the progress of the property and warehouse development, which is still in progress, and not yet completed.
2	Convert to Munis inventory module and implement barcode system.	Not started	The move is contingent upon the progress of the property and warehouse development, which is still in progress, and not yet completed.
3	Review of procurement policies for efficiencies and compliance improvements.	In progress	
4	Procurement staff development and training.	In progress	
5	Capital Improvement Budget (CIP), Budget Development and Reporting.	In progress	Council adopted City's first five-year CIP in 2018-19.

Future Objectives Fiscal Year 2019-20

Near-term		Department/Division Comments:
1	Restructure the division to include the services of capital planning and accounting, and special project financial management.	To better meet the needs of the department's internal customers and maximize the capacity and capabilities of team members, this division will be restructured into one with a strong focus on accounting, special project financial management, capital management, and customer service, e.g. central procurement services.
2	Review and update procurement thresholds.	
3	Review disposal of surplus property policies and procedures to improve efficiencies.	
4	Update travel policies to accommodate new electronic travel expense software, and initiate program.	
5	Create credit card use policies and procedures, and initiate program.	
6	Complete implementation of Munis asset module.	This will allow for a centralized store of capital asset information and improve upon the efficiency of tracking and reporting on assets.

Intermediate-term		Department/Division Comments:
1	Complete an accounting policies and procedures manual.	This effort will result in a living document that will guide current and future team members on the function of accounting and reporting.
2		
3		
4		
5		

Long-term		Department/Division Comments:
1		
2		
3		
4		
5		

City of Ukiah
Activity Summary

Fiscal Year 2018-19



	Name	Number	Number of FTEs (department-wide)
Department	FINANCE	13	
Division	IT	139	
Section	IT	1390	5.00

Description

The Information Technology Division provides management and technical services for the City's computer, network, and telephone systems. These include the City's Enterprises, Public Safety, Finance and Administration departments.

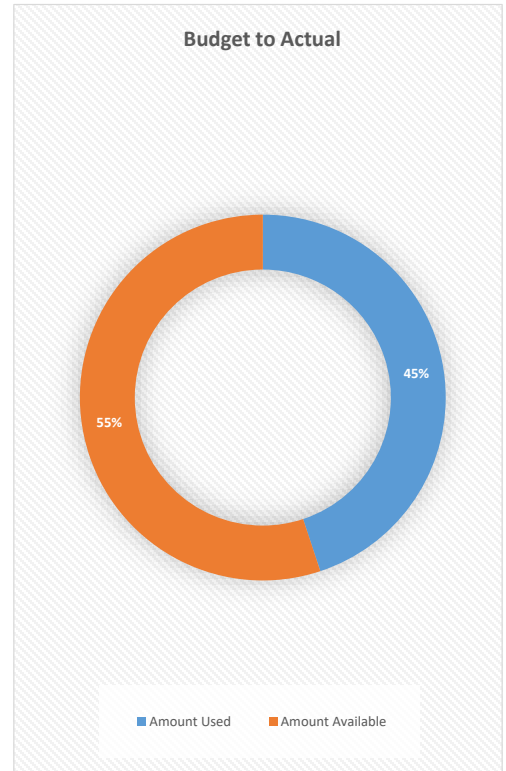
The IT Department provides end user technology training to all departments either through in-house training and/or outside service providers to ensure that City staff keep up with emerging trends. IT empowers City staff through the use of technology.

Activities performed:

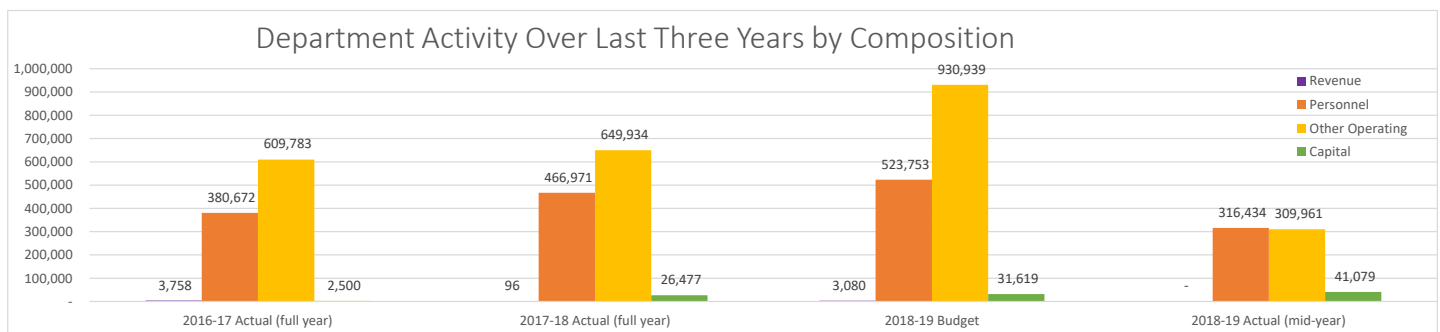
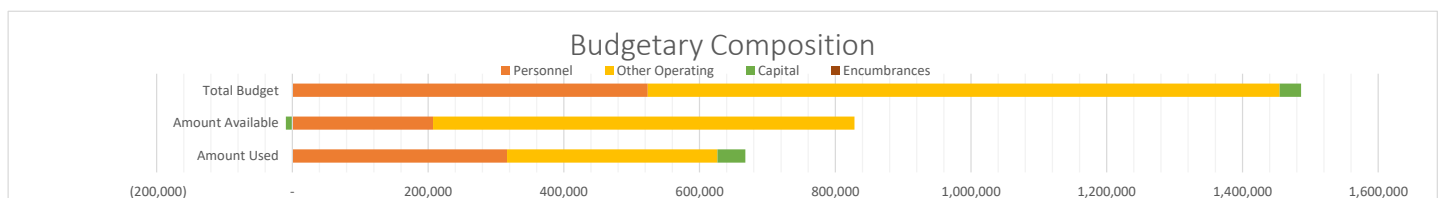
- ☐ System planning, maintenance, network security, and back-ups
- ☐ Internet access and oversight of user applications
- ☐ Service calls for technical support.

The IT Department provides direct customer support to employees through desktop installation, configuration, repair, and network access services.

Budget Summary



Activity Trends



Notes

1
2
3

Fiscal Year 2019-20
Information Technology Division



	Number	Number of FTEs (department-wide)
Department	13	
Division	139	
Section	1390	

Accomplishments From Fiscal Year 2018-19

	Stated Objectives	Status	Department/Division Comments:
1	Contract Services displacement.	Completed	Through the use of ongoing training, the Information Technology (IT) department has been able to reduce contract services cost by completing work in-house.
2	South and North Fire Stations; City connectivity.	Completed/ In Progress	South Fire Station has connectivity to the Civic Center. North Fire Station is in progress.
3	Work to increase security.	In Progress	IT is creating training courses for employees to combat cyber- attacks along with utilizing software to simulate attacks.
4	Azure Infrastructure Cost Evaluation.	Not Started	The Microsoft 365 licenses has not been approved by Microsoft; which will allow us to move forward.
5	iNet, Intranet, SharePoint Migration.	In Progress	There is a test site on premise and we are ready for the full cloud cutover.

Future Objectives Fiscal Year 2019-20

Near-term		Department/Division Comments:
1	Increase automation.	Deploy automated resources and workflows to reduce staff time needed for various processes.
2	Implement Cardlock Phase 2 .	Will improve access security for all officers and staff within the Police Department (PD).
3	Create City staff training plan.	Schedule regular trainings for staff to enhance technology use.
4	Update Network Core Infrastructure.	End of life replacement for network core infrastructure.
5	Create IT staff training plan.	Keep IT staff up-to-date on changing technologies with regular training schedules.

Intermediate-term		Department/Division Comments:
1	Add network redundancy.	Create failover network design to reduce downtime when hardware fails.
2	Create Internet redundancies.	Expand internet connection redundancy through multiple internet providers where possible.
3	Update firewall hardware.	End of life replacement for Checkpoint firewall.
4	Standardize hardware refresh.	Create hardware refresh guidelines to keep hardware within manufacture warranty coverage.
5	Implement Azure automation.	Automate server creation/destruction to allow for more cost effective use of Azure services.

Long-term		Department/Division Comments:
1	Reduce Onsite Hardware Costs.	With our move to cloud technologies we will see a reduction in on-site hardware costs.
2	Work to increase security.	Consistent training along with using security solutions to reduce risk.
3	Offset vendor cost.	Through the use of Azure automation tools.
4	Utilize newer technologies objectively.	Keep updated on technology changes as it applies to the City.
5	Evaluate Connected City Initiatives.	Internet of Things (IOT) connections and other Smart City initiatives.



AGENDA SUMMARY REPORT

SUBJECT: Presentation to Council on the Updating of the City of Ukiah Housing Element, Including an Overview of Process, Timeline, and Expectations; and provide additional direction if necessary.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter

ATTACHMENTS:

[Attachment 1- Ukiah Housing Strategy Overview](#)

[Attachment 2- City-of-Ukiah-Housing-Element-Final-2016](#)

[Attachment 3- HCD 6th HE Update Schedule](#)

[Attachment 4- OPR_Housing Element Completeness Checklist](#)

Summary: Staff will provide a presentation to Council on the updating of the City of Ukiah Housing Element, including an overview of process, timeline, and expectations.

Background: The City is required to adopt a housing element at least every four, five, or eight years according to direction from the California Department of Housing and Community Development (HCD). The housing element is one of seven required elements of the General Plan but must be updated more frequently than other elements, on a schedule determined by HCD in coordination with regional councils of government and jurisdictions. The City's housing element was last adopted in 2016 and encompasses a five-year planning period, from June 30, 2014 to June 30, 2019.

Implementing a housing plan that works to support the development of all types of housing is a recommended action in the City of Ukiah 2019 Strategic Plan. The City has been successful in supporting the development of

RECOMMENDED ACTION: Receive presentation and provide direction.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A - update to be completed by City staff in the planning and housing divisions.

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

new housing in Ukiah, and updating the plan is necessary to ensure its relevance as housing conditions change and for achieving long-term housing market stability. The City of Ukiah's current housing plan is a combination of a housing strategy adopted by Council in 2017 (Attachment 1) and the City's 2014-2019 Housing Element (Attachment 2).

Discussion: The City has been informed by HCD that its next housing element planning cycle, the 6th cycle, is to be eight years and for the planning period August 15, 2019 to August 15, 2027 (Attachment 3). HCD has also directed that the City's 2019-2027 Housing Element be adopted no later than 120 calendar days after August 15, 2019, the start of the planning period. New penalties for cities and counties out of compliance with Regional Housing Needs Assessment (RHNA) housing production goals and/or housing element certifications were enacted by the State legislature with the passage of the 2017 housing bills, and failure to adopt the housing element by 120 days after August 15th would result in a variety of penalties, including that the City may no longer be eligible for certain types of State funding. The City would also be required to update its housing element every four years for at least the next two consecutive revisions. Currently, the City of Ukiah is one of 24 cities and counties (out of 539) in the State that is in full compliance with SB 35 and its RHNA housing production goals.

Staff plans to conduct the update of the City's housing element in-house with staff from the planning and housing divisions. Two community workshops are scheduled at the beginning of the update process to allow public input to guide the update and assist in setting goals. Workshop #1, scheduled for March 21, 2019, will provide background information and progress made since the 2016 update to the housing element. Staff intends to divide participants into groups, with each group reviewing the actions in the 2014-2019 Housing Element that pertain to one or two of the existing Goals and Policies/Implementing Tasks. Goals and/or Policies/Implementing Tasks will be revised, removed if no longer relevant/realistic, or added to if participants feel additional areas need to be addressed. Based on the input from Workshop #1, a draft of 2019-2027 Housing Element Goals and Policies/Implementing Tasks will be developed and shared with participants at Workshop #2, which is tentatively scheduled for April 25, 2019. At this second workshop, participants will be invited to provide comments on the draft Goals and Policies/Implementing Tasks. Spanish translation services will be provided at both workshops, and flyers announcing the workshops will be in both English and Spanish.

After conducting the workshops, the following tentative timeline is planned for the remainder of the update process:

March - April 2019 - Staff updates housing needs, site inventory and analysis, housing constraints, and program requirements. This will be a research-heavy phase, where Staff will update several different data points. Attachment 4 contains a Completeness Checklist from the State Office of Planning and Research (OPR) General Plan Guidelines Housing Element Chapter, describing all the data that is required to be gathered/updated. Public input received on the Goals and Policies/Implementing Tasks will also be further refined during these two months, and the narrative portions of the housing element will be updated to reflect the updated data and workshop participants' input. A General Plan consistency analysis will also be conducted once the Draft Housing Element is completed.

May 5, 2019 - Staff sends the Draft Housing Element to HCD, and HCD has 60 days to provide comments. Staff will attempt to secure comments from HCD earlier if possible.

July 5, 2019 - Staff revises Draft Housing Element based on HCD comments.

July 7, 2019 - Staff releases the Notice of Intent (NOI) for the CEQA Initial Study/Negative Declaration (IS/ND) for the Draft Housing Element. The NOI and IS/ND will also be sent to the State Clearinghouse. This starts the 30-day comment period.

August 6, 2019 - 30-day comment period ends for CEQA IS/ND.

August 14, 2019 - Staff presents 2019-2027 Draft Housing Element and IS/ND to Planning Commission for recommendation to City Council.

Late August or early September - Staff presents the Draft Housing Element to the Mendocino County Airport Land Use Commission (ALUC) for a determination of consistency with the Airport Comprehensive Land Use Plan. Per Section 1.3.2 of the Mendocino County Airport Comprehensive Land Use Plan, the housing element must be referred to the ALUC prior to adoption of the housing element by the City Council.

September 18, 2019 - City Council meeting to consider adoption of the updated Housing Element and CEQA IS/ND.

Upon approval/adoption of the Housing Element and IS/ND by the City Council, Staff will immediately send the adopted Housing Element to water and sewer providers in the City's sphere of influence, per statutory requirements enacted by SB 1087. Staff will also send the adopted 2019-2027 Housing Element to HCD, which has 90 days to review the adopted Housing Element. Once HCD approves the City's Housing Element, the Housing Element becomes certified and the process is complete.

Staff is currently assembling a community outreach contact list to release information about workshops and other key dates in the housing element update process. The contact list will be comprehensive, spanning representatives from as near to every sector of the Ukiah community as possible. Staff will also set up a Housing Element web page and post updates on the City's Facebook page. Through these community engagement efforts and in addition to fulfilling State requirements, one of the goals of the housing element update will be to produce a streamlined document that is more realistic, accessible, and implementable.



CITY OF UKIAH HOUSING STRATEGY OVERVIEW

The City of Ukiah will develop programs and tools designed to stimulate the Ukiah housing market. Through a two-part strategy, the City will deploy new funding, analyze zoning policy for regulatory relief, and continue the utilization of successful incentives to encourage additional housing production for affordable (“low- and moderate-income”) and middle-income households. Key components of this strategy are presented below.

1. Affordable Housing Strategy

Ukiah’s affordable housing strategy is targeted at households with incomes of no more than 80% of Area Median Income. Central to this strategy is the creation of a housing trust and revolving loan fund- the Ukiah Housing Trust Fund.



Picture of Sun House Senior Apartments – PEP Housing, October 2017

A. Ukiah Housing Trust Fund (UHTF)

The UHTF will serve as the umbrella for all affordable housing activities, including new and existing housing grants and programs. This provides a centralized and recognizable resource for participating households and affordable housing developers.

Principal funding for the UHTF and its corresponding revolving loan fund is derived from former Redevelopment Agency housing bond proceeds. A majority of this funding is expected to be awarded to affordable housing developers in the form of below market interest rate loans and grants towards the production of housing units. Federal and state programs operated through the UHTF will largely focus on individual households.

B. Activities Funded by the UHTF

Activities funded are expected to include, but may not be limited to, the following:

1. Creation of new affordable units;
2. Purchase of vacant and underutilized land (land assembly) for the purpose of facilitating future affordable housing production

3. Assistance with multi-family housing rehabilitation projects;
4. Conversion of market rate units to affordable housing units;
5. Preservation of existing affordable housing;
6. Construction of accessory dwelling units;
7. First time homebuyer loans;
8. Single-family housing rehabilitation loans; and
9. Predevelopment assistance to non-profit and for-profit developers with project feasibility and preliminary design studies for potential affordable housing projects.

C. UHTF Guidelines and Deployment Allocations

Prior to the launching of the new Housing Trust Fund, Staff will develop UHTF guidelines for City Council review and approval. Included will be recommended deployment allocations for each of the major activities of the UHTF.

D. Marketing and Engagement

Housing Division Staff will design a marketing and engagement approach aligned with existing *Visit Ukiah* and other City of Ukiah marketing strategies. The approach is expected to include the development of marketing materials like informational flyers and handouts and the creation of a new Housing Division webpage. It is anticipated that existing Community Development and Planning Department webpages will be updated during the drafting of the new Housing Division webpage so that Department programs and resources are more synergized.

Included in the marketing and engagement strategy will be a highlight of existing incentives and tools such as the Fee Deferral Program, Title 24 Rebate Program and other energy rebates available to developers.

2. Middle-Income Housing Strategy

Ukiah's Middle-Income Strategy seeks to remove impediments to housing development through regulatory relief and innovative zoning practices.

A. Regulatory Relief Analysis

Staff will investigate zoning ordinances and Ukiah City Code for possible relief and present a report with recommendations to Council. Specific areas of analysis will include the following:

- By-right residential uses in other zoning districts
- Reduction of parking and setback requirements
- Development of an offsite mitigation bank for Low Impact Development (LID)

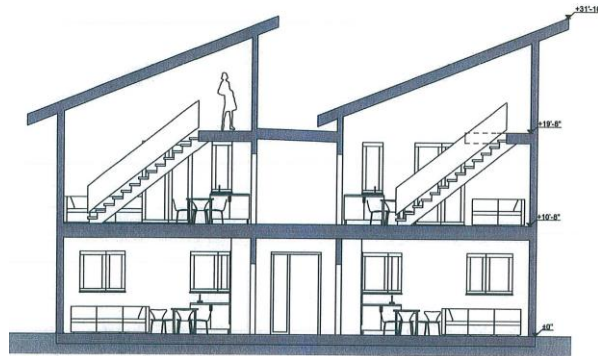
B. Community Benefit Zoning

This is perhaps the most experimental approach in the City's Housing Strategy. Staff will research possible regulations and policies to establish incentive-based zoning towards encouraging additional housing opportunities affordable to middle income households. A report of findings, with recommendations, will be presented to the Planning Commission for input prior to being presented to City Council. Included will be a short feasibility analysis into utilization of a Neighborhood Pilot Program and Middle Income Citizen Advisory Board.



2014-2019 General Plan Housing Element Update

March 2016



**Prepared by the
Department of Planning and Community Development**

Charley Stump, Director

Table of Contents

Background	5
What is required?.....	5
Who are we?	7
What have we accomplished in the past?	10
What are we currently working on?	13
What are our guiding principles for housing?	14
Do we have a new housing strategy?	14
Community Participation	15
Who needs housing in Ukiah?	17
What services are provided to the homeless?	17
Where can homeless facilities be located?	20
What can the City do to assist the homeless?	21
Is farm worker housing needed?	21
Is transitional and supportive housing needed?	22
Is there a high number of female heads of households?.....	22
Is there a high number of extremely low income households?	21
Are there other types of special needs housing?	22
Is there overcrowding in Ukiah?.....	24
Elderly Population.....	26
Large Households.....	27
What types of housing are needed?.....	29
What types of housing does Ukiah have?.....	29

How much housing is needed?	30
What is the vacancy rate by tenure?.....	30
Where can new housing be located?.....	32
Are there constraints to housing development?	36
Can certain constraints be overcome?.....	39
Land use controls.....	43
Military compatibility.....	52
Crime prevention through environmental design.....	52
Safety and high density housing management	54
Are there any at-risk units in the City?	54
Greenhouse gas emissions and global warming	56
Opportunities for energy and water conservation.....	57
Housing Goals and Policies: What do we want to happen?	
Implementation Programs: How do we get there?	
Tracking Progress: How will success be measured?	58
Five-year quantified objectives	70
Annual Reporting	70
Consistency with other General Plan Elements.....	72

List of Tables:

Table 1: Population 2004-2014.....	7
Table 2: Community Characteristics.....	7
Table 3: Average Rental Costs.....	9
Table 4: Median Home Prices – June 2008 through June 2013.....	9
Table 5: Ukiah Households Overpayment by Tenure	10
Table 6: Housing Production	12
Table 7: Public Outreach.....	15
Table 8: Female Heads of Household	23
Table 9: Overcrowding by Tenure.....	24
Table 10: Persons with Disabilities	25
Table 11: Senior Households.....	26
Table 12: Large Family Households	27
Table 13: Housing units by Type.....	29
Table 14: Housing Vacancy	29
Table 15: 2013 Mendocino Council of Governments Regional Housing Needs	30
Table 16: 2015 Housing Production	30
Table 17: Vacant and Underutilized Land.....	31
Table 18: Redevelopment Sites	32
Table 19: Constraints.....	36
Table 20: Airport Master Plan Requirements	39
Table 21: Zoning Standards.....	43
Table 22: Planning Permit Fees	45
Table 23: Development Review Process.....	47
Table 24: Multi-Family Projects on the Market in 2013.....	54
Table 25: 2009-2014 and 2014-2019 Housing Goals Comparison	57
Appendix A: Implementation Program Table: What, Who, How Much, and When?	74
Appendix B: Vacant and Underutilized Land	86
Appendix C: Review of the 2009-2014 Housing Element	97
Appendix D: Zoning Matrix.....	108



Housing Element

2014-2019 Ukiah General Plan Housing Element Update

Background

Every California city and county is required to include a housing strategy in its general plan that establishes housing goals, policies, and programs that respond to the community's housing conditions and needs. The City of Ukiah adopted its last updated Housing Element in 2011. The California Department of Housing and Community Development found the Element to be in substantial conformance with State law later that same year. This Housing Element updates that document, discusses who we are as a community, what the City has accomplished in the past in regard to housing, what the key issues are for the next five years, and how the City intends to respond to those issues and address the housing needs of the community.

The primary housing challenge for the City of Ukiah over the next five years is how to meet local housing needs with a slumping economy, municipal structural deficit and the loss of the City Redevelopment Agency that has provided millions of dollars in funding over the past 20 years.

The City updated its General Plan Housing Element in 2011 (2009-2014) and it was certified by the State Department of Housing and Community Development. The City, with limited staff resources and funding has had success implementing the programs contained in the Element. The 2014-2019 updated Housing Element builds on this success and focuses on what can realistically be achieved in the coming years given anticipated limited Staff and financial resources.

What is Required?

The Housing Element responds to Ukiah's housing needs by identifying policies and implementing actions for meeting those needs. State law defines the general topics that Ukiah's Housing Element must cover. Specifically, the element must: (1) document housing related conditions and trends; (2) provide an assessment of housing needs; (3) identify resources, opportunities and constraints to meeting those needs; and (4) establish policies, programs and quantified objectives to address housing needs.

Overview of State Law Requirements

State law establishes requirements for all portions of the General Plan. However, for the Housing Element, the State requirements tend to be more specific and extensive than for other elements. The purpose of a Housing Element is described in Government Code §65583.

"The housing element shall consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, and mobilehomes, and shall make adequate provision for the existing and projected needs of all economic segments of the community."

While jurisdictions must review and revise all elements of their General Plan on a regular basis to ensure that they remain up to date, State law requires that Housing Elements be reviewed and updated at least every five years. The process of updating Housing Elements is to be initiated by the State through the regional housing needs process, as described later in this document. The regional housing needs process was recently conducted in 2008.

State law is also quite specific in terms of what the Housing Element must contain:

1. "An assessment of housing needs and an inventory of resources and constraints relevant to meeting these needs . . ."
2. "A statement of the community's goals, quantified objectives, and policies relative to the maintenance, preservation, improvement, and development of housing . . ."
3. "A program which sets forth a five-year schedule of actions the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, provision of regulatory incentives, and the utilization of appropriate federal and state financing and subsidy programs when available . . ."
4. The Housing Element must: (1) identify adequate sites with appropriate zoning densities and infrastructure to meet the community's need for housing (including its need for very low, low and moderate income households); and (2) address, and where appropriate and legally possible, remove governmental constraints to housing development.
5. An assessment of homeless needs and the opportunity for the creation of emergency shelters and transitional/supportive housing. The opportunity must encourage these facilities while providing flexibility for existing local strategies and cooperative efforts.
6. An evaluation of Military Compatibility and whether or not the City of Ukiah meets one of the three criteria that require measures to ensure compatibility.

This updated General Plan Housing Element contains these required ingredients, but begins with who we are as a community, what we've accomplished in terms of housing, and what our guiding principles are.

Who Are We?

Ukiah is a diverse community with a variety of cultural influences. There is a significant senior population and a growing Hispanic population. There is also a significant homeless population with an increase in homeless persons unwilling to utilize the local shelter facility and other services. Even so, the local Plowshares Peace and Justice Center dining hall served 60,678 meals to those in need in 2012.

There is also a dedicated number of people working in the public and social service fields who are committed to creating opportunity for and developing affordable shelter. While local, State and Federal funding has decreased for affordable housing projects, the City of Ukiah has explored new ways to provide assistance. The City has also modified its zoning code to provide more opportunity for affordable housing, and purposefully maintained low fees for planning permits for affordable housing projects.

Interestingly, according to the State Department of Finance Demographic Unit, the City's population declined between 2004 and 2008. Overall, the population has decreased 187 people since the 2004 Housing Element was adopted and certified.

Table 1 – Population 2004-2015

Year	Population	Population Growth
2009	15,711	
2010	16,075	364
2011	15,926	Minus 149
2012	16,030	104
2013	16,065	35
2014	16,072	7
2015	16,073	1

Source: State Department of Finance 2015 (www.dof.ca.gov)

Table 2 – Community Characteristics

City Area Size	4.2 square miles
Vacant/Underutilized Land	105 acres
Vacant Residential Units (%)	1.5%
Occupied Housing Units	94.9%
Persons Per Household	2.49 (2015)
Median Age	36.3
Sex Percentages	Females = 51.9% (8,336) Males = 48.1% (7,739)
Median Income	\$58,900 (2015) \$37,772 (2015) \$42,125 (2015)
Senior Citizens (over age 65)	2,331 (14) (2013)

Children Under 5 Years Old	1173 (7.3%) (2010)
Median Age	36.3 Years
Individuals Below Poverty Level	17.8% (2012) (18.3% in 2011)
Total Housing Units	6,523 (2015)
Owner-Occupied Housing Units	2,650 (43%)
Renter-Occupied Housing Units	3,510 (57%)
Median Single Family Home Rental	\$1,114 (2015) \$921 (2013) \$976 (2011)
Median Home Sales Price	\$306,800,000 (Dec, 2014)
Extremely Low Income Households	941 - Approximately 17% (year 2011) (20% in 2000)
Mobile Homes	439
Mobile Home Tenants	Significant number of single women over the age of 65 with an average annual income of less than \$12,000.
Homeless Shelter Daily Average	Approximately 127 people
Homeless Shelter Statics (2015-2016)	An average daily bed count of 127 between Nov –Feb 2015-2016. A total of 8 children stayed at the shelter between Nov –Feb 2015-2016. 8 people achieved permanent housing during the same time frame.
Free Meals Served at Plowshares and Meals on Wheels	63,000 (1,500 children) in 2015
People who Speak a Language Other Than English at Home	2,699 (19.2%)
Average Household Size	2.48 people in 2015 (2.47 in 2009)
Those in the Labor Force	6,522 in 2015 (7,124 in 2009)
Largest Employers	Ukiah Valley Medical Center, MC Social Services
Female Heads of Household	15.8% (as a percentage of total population) (14.3% in 2004)
Unemployment Rate	Since 2005 the unemployment rate in Ukiah has ranged from 4.1% in October 2006 to 12.6% in March 2010, to 9.3% in 2012. The current unemployment rate for Ukiah is 7.4% in June 2013. Mendocino County: 7.9% (July, 2013) California: 9.3% (July, 2013)
Ethnic Percentages	White = 62.9% Hispanic = 27.7% Indian = 2.7% Asian = 2.5% Black = 1.0%

Source: State Dept of Finance; MC Economic/Demographic Profile, CED Chico; MC WIB Economic Scorecard; www.city-data.com 2015

***NOTE:** A person with disabilities is someone who has a physical or mental impairment that limits a major life activity; has a record of such impairment; or is regarded as having such an impairment. People in recovery for substance abuse are also protected by fair housing laws; however, current users of illegal controlled substances are not protected by fair housing laws unless they have a separate disability (Federal Fair Housing Amendments Act, 1988).

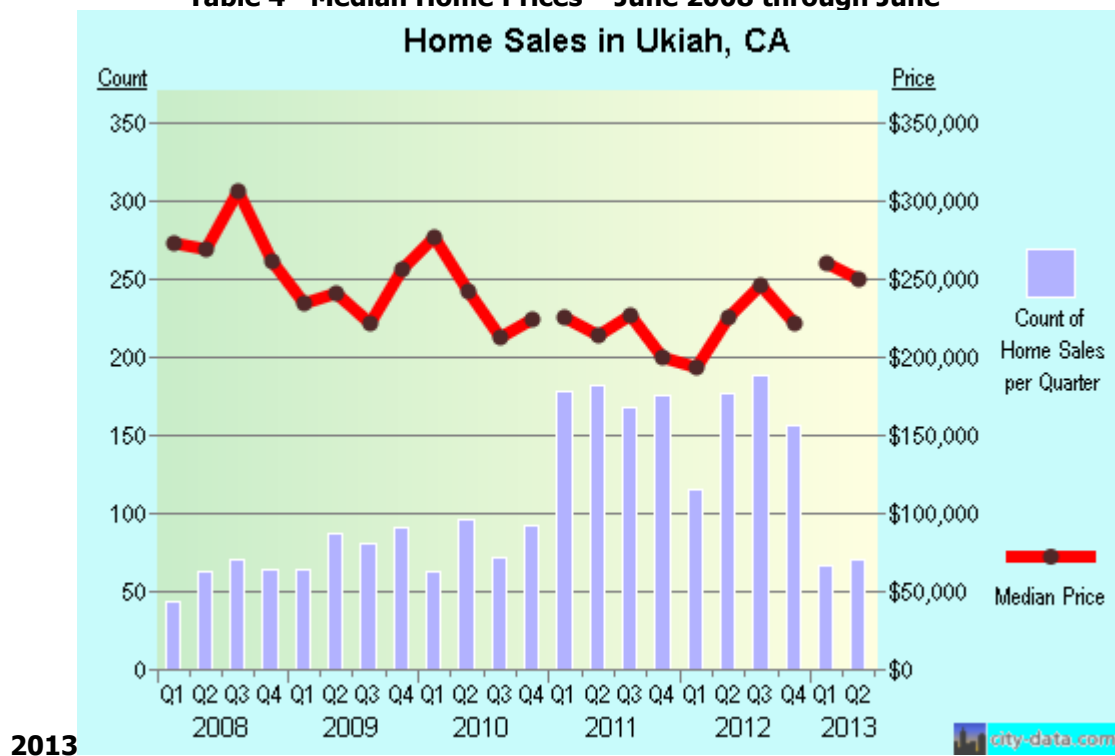
Table 3 – Average Rental Costs

Housing Type	2004	2009	2013	2015
3/2 Single Family Home	\$1,280	\$1,370	\$1,163	\$1,431
Studio Apartment	\$630	\$700	\$700	\$800
2-Bedroom Apartment	\$730	\$810	\$815	\$1,114
2-Bedroom Townhouse	\$840	\$910	\$900	\$1,114

Source: Ukiah Daily Journal, Craig's List 2015

Rental costs for single family homes have decreased and rental costs for and studio apartments, 2-bedroom apartments and 2-bedroom townhomes have remained the same since 2009.

**Table 4 –Median Home Prices – June 2008 through June
Home Sales in Ukiah, CA**



(Source: www.city-data.com 2013)

The median home price is have increased slightly from approximately \$240,000 to \$250,000 since 2011. In June of 2009, there were 148 foreclosure homes for sale on the Ukiah market. In September of 2013, there were between 36 and 53 foreclosure homes in the City limits.

Overpayment: U.S. Census data reveals that 1,909 of 6,523 (29) lower income households used more than 30% of their income for housing costs. This reflects the slow growth and

development in the City and region in terms of new housing stock, and the relatively high monthly cost for rental units.

Table 4 Ukiah Households Overpayment by Tenure

	Renters		Owners		Totals	
	Number	Percentage	Number	Percentage	Total Households	Percentage
Extremely Low	769	91%	172	69%	641	87%
Very-Low	287	37%	287	37%	638	55%
Low Income	618	67%	515	41%	630	55%
Moderate	647	29%	440	63%	472	43%

*U.S. Census Data 2010

Implementing Tasks are included in this Housing Element to address the overpayment issue. These include limiting the conversion of rental units to condominiums, limiting the conversion of single family homes to professional offices, pursuit of the consideration of an inclusionary housing ordinance, supporting applications for affordable rental housing financing, amending the zoning code to allow single room occupancy developments by right, permitting small lot subdivisions, and working closer with affordable housing advocates and developers to facilitate affordable rental housing.

What Have we Accomplished in the Past?

Since 1990, 169 single family residential units and 349 multiple family units have been constructed in the City for a total of 518 residential housing units. The relatively low numbers over the past five years are a result of the lack of vacant land, a lack of unconstrained land, increased land prices, and a slumping economy.

The majority of new residential units over the past ten years have been affordable and market rate apartments, sweat-equity affordable units, and special needs housing. Even still, shortages remain for these types of housing.

The major affordable housing accomplishments the City has achieved include:

- The contribution of over 4-million dollars of Redevelopment Agency Housing funds to affordable housing projects since 1991.
- Established and maintained lower planning permit fees for affordable housing projects.
- Modified the commercial zoning district regulations to permit affordable and high density housing in all commercial zones.

- Modified the Planned Development zoning regulations to provide a tool for affordable housing projects to achieve maximum densities and receive relief from development standards.
- Modified the zoning code to establish density bonuses for affordable housing projects.
- Modified the zoning code to establish reasonable accommodation requirement for persons with disabilities.
- Encouraged the maximum possible densities in affordable housing projects and granting density bonuses.
- Sponsored HOME grants for affordable housing projects.
- Utilized CDBG funds for a variety of affordable housing related projects.
- Ongoing Staffing of the RDA Low and Moderate Income Housing Advisory Committee.
- Completed a Housing Conditions Survey in 2008 and secured a HOME grant for residential rehabilitation projects in 2009/2010.
- Approved and helped fund the permanent Buddy Eller Homeless Shelter Facility.
- Approved and help fund an important transitional housing project on the Buddy Eller Homeless Shelter site.
- Purchased properties on Cleveland Lane and Main Street for low and moderate income housing opportunities.
- Entered into an agreement with senior affordable housing developers to conduct due diligence regarding a senior affordable housing development on Cleveland Lane.
- Maintained a positive working relationship with affordable housing advocates.
- Secured an \$800,000 HOME grant in 2008 for housing rehabilitation and first time home buyer assistance. Completed six (6) first time home buyers loans during 2008-2010.
- Promoted and approved a number of infill high density affordable (extremely low, very low, and low income) housing projects, including the Summer Creek Village Apartments, Clara Court Apartments, Mulberry Street sweat equity single family homes, Cleveland Lane sweat equity single family homes, Main Street Village mixed use project, and others.

The Summer Creek Village affordable Apartments were financed in part with a City sponsored \$1 million HOME grant. The facility has 64 units with a large number of three and four-bedroom family units. It has a swimming pool, barbeque and picnic areas, basketball court, computer room, exercise facility, lounge, and spacious grounds. 11 of the units are reserved for extremely low income residents. The remaining units are reserved for very low and low income residents.

The Clara Court affordable apartment project was financed in part with City Redevelopment 20% set-a-side funds and is comprised of 32 units available to extremely low, very low, and low income residents. It is ideally situated on a major transportation corridor and bus route in close proximity to retail shopping, the Ukiah Valley Medical Center, and other services. Ground breaking is expected in 2010.

In October, 2010, the City deferred the \$413,284 water, wastewater, and electrical connection fees when it issued the building permit for the Clara Court project. These fees are now required prior to the final inspection and grant of occupancy.

- Completed a survey of mobile home park tenants to determine demographics, issues, and needs.
- Adopted a Mobile Home Park Rent Stabilization Ordinance – October 2010
- Secured a \$50,000 HOME grant to assist four participants in the first time homebuyer program.
- Secured a \$1 million dollar CDBG grant for 1) low income residents to participate in the City's sewer lateral testing and repair program; and 2) Major repairs and upgrades for an existing RCHDC affordable housing project.
- Entered into a negotiation agreement with a senior affordable housing developer to facilitate an affordable senior housing apartment complex on City-owned property.
- Completed administering a HOME grant for first time home buyer assistance program. Four participants secured loan funding that enabled them to become home buyers in the community. The four loans/grants totaled \$302,300.
- 2009-2014 Housing Production: Housing production in the City and surrounding Ukiah Valley has been sluggish for many years. Due to the significant economic decline beginning in 2008, the lack of housing production has slowed even further and new units within the City limits were essentially non-existent.
 - 2015 the City donated a 1.4 acre site for the construction of 42 low and very including 5 extremely low-income senior units. The City also deferred over \$500,000 in sewer, water and other fees to assist the project.

Table 6 Housing Production

Income Level	2009	2010	2011	2012	2013	2014	2015	Total
Very Low	0	22	0	0	0	0	21	43
Low	0	0	0	0	0	0	21	21
Moderate	0	0	0	0	0	0	0	0

Above Moderate	0	0	0	0	0	0	28	28
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Note: Units serving extremely low-income households are included in the “very low” category

What are we currently working on?

Even with reduced Staff and limited resources, the City is currently engaged in a number of affordable housing projects.

HOME Grant: In 2013, the City, with the assistance of the Community Development Commission of Mendocino County, completed administering a CDBG grant for first time home buyer assistance program. Four participants secured loan funding that enabled them to become home buyers in the community. The four loans/grants totaled \$302,300. The City is currently seeking an additional grant to continue the program in 2014.

Downtown Zoning Code: The City adopted and is implementing a new Downtown Zoning Code (Form Based Code), which provides new opportunities for medium and high density residential development in and near the historic downtown. Incentives are being discussed for projects involving affordable housing that may include density bonuses, relaxation of parking requirements, and fast-track permit processing.

City-Owned Property: The City is working with an affordable housing developer on an affordable senior housing project to be located on City-owned property (to be sold to developers) near the urban core of the City near medical services, shopping, transit, etc.

The City is also in preliminary discussions with another interested housing partner regarding a second City-owned property in close proximity to the historic downtown core.

CDBG Grant: The City recently secured a \$1 million dollar CDBG grant for 1) low income residents to participate in the City’s residential sewer lateral testing and repair program; and 2) Major repairs and upgrades for an existing RCHDC affordable housing project.

Local Housing Development: The City Staff have been working with a local developer on a number of housing projects ranging from a new duplex in the downtown to a 30+ unit apartment complex adjacent to major shopping, offices and the local transit system. Further the City donated 1.4 acres of infill parcels to PEP Housing for the construction of 42 low income senior units.

In 2015, the City approved a 28-unit multi-family infill market rate project. Also in 2015 the City approved a 2-unit duplex located on an infill parcel.

New Approaches: The City is developing new approaches to affordable housing facilitation due to the loss of the Ukiah Redevelopment Agency.

What are our Guiding Principles for Housing?

The foundations for our guiding principles for housing are to provide housing for all in need and to do so in a way that responds to climate change.

1. Supply affordable housing to the full range of our workforce and all economic segments of our diverse community.
2. Protect the surrounding agricultural lands and avoid urban sprawl.
3. Carefully focus new housing development on vacant, underutilized, and redevelopment infill sites taking care to ensure compatibility and neighbourhood preservation.
4. Increase energy efficiency in our homes and promote green, sustainable building and careful infill development to reduce greenhouse gas emissions and the City's carbon footprint. These steps will decrease our contribution to global warming and will reduce energy costs to renters and owners.

Do We Have a New Housing Strategy?

There were mixed results with implementing the 2009-2014 Housing Element. A lack of resources, the loss of the Ukiah Redevelopment Agency, and competing community driven priorities precluded full implementation success. These constraints and limiting factors are expected to remain to some degree so the updated Housing Element takes these factors into account. It is acknowledged that the regional fair share of housing units was dramatically reduced for Mendocino County and consequently for the City of Ukiah to account for the slumped economy, lack of population growth and historically low housing production numbers. This more realistic approach to defining the regional need creates a better chance for success. The strategy involves creating more opportunity for small infill housing in the urban core areas near transportation and other services, and where infrastructure is available to serve the units. The primary program to implement this strategy is to further reduce regulatory constraints for this type of development. The types of housing to be encouraged and targeted will be primarily for extremely low, very low, and low income households with an emphasis on rental units, smaller for-sale housing units, special needs housing, affordable student housing, and affordable senior housing. Above moderate income housing, while not the primary need, is still recognized as a need in the community. There will be continued assistance to homeless service providers as resources allow, and a zoning code amendment to allow homeless shelters in the C-2 (Heavy Commercial) zoning district. The strategy also calls for the same inclusionary housing ordinance called for in the adopted 2009 Housing Element, possible housing impact fees, and zoning code modifications to provide opportunities for farm worker housing.

The overall strategy also involves developing or increasing existing incentives for energy efficient, and green and sustainable housing projects. Also to preserve existing housing, promote more rental housing, and develop a housing rehabilitation program for extremely low, very low, and low income property owners that would be focused on improving energy efficiency in existing homes. Finally, the new strategy includes working with the Ukiah Police Department and local apartment housing managers to develop strategies for increasing safety in their facilities through improved and consistent management practices. Copies of the Housing

Element were provided to the sewer and water providers in accordance with Government Code section 65589.7.

Implementing programs are included to fulfil this overall strategy.

Community Participation

The elimination of the Ukiah Redevelopment Agency dissolved the RDA Low and Moderate Income Housing Advisory Committee, whose charge was to seek applications and distribute the RDA 20% set-a-side funds. The Committee had broad representation and participated in the General Plan Housing Element update process over the years. The loss of this Committee, coupled with the struggling economy, reduction of available outside funding, non-profit lay-offs, etc., has negatively impacted the energy and enthusiasm for participating in the 2014-2019 Housing Element update process.

The public outreach campaign for the 2014-2019 Housing Element update project consisted of a two public workshops conducted at City Hall, one with Northern California Legal Services, direct phone calls to and interviews with community stakeholders, letters to interested parties, public notice of the project sent to the local newspaper and broadcast via fax to all local media sources, and the posting of flyers in key locations throughout the City. The City also conducted three public hearings in the process of adopting the Housing Element. On March 17, 2016 the Mendocino County Airport Landuse Commission conducted a public hearing and found the Housing Element consistent with the Airport Landuse Plan.

Table 7 Public Outreach

Primary Suggestions from the Public Outreach Program	Response
<i>Discuss how the loss of the Redevelopment Agency has affected the ability for the community to construct affordable housing</i>	The draft document includes such a discussion
<i>Add a discussion of public safety in regard to high density apartment complexes and the need to focus on strong management</i>	The draft document includes such a discussion
<i>Consider suggesting that a public safety impact fee on commercial and large scale residential development be established.</i>	Added to the list of programs

<i>Update the discussion/analysis of the homeless population. Include the rising number of mentally ill homeless individuals that do not want housing.</i>	The discussion of the homeless population has been updated
<i>Update the data base of vacant, underutilized, and "re-developable" properties</i>	The data base and map have been updated
<i>Document the lack of housing starts in the area over the past several years and the need to provide incentives to jumpstart the housing construction industry</i>	The draft document includes such a discussion
<i>Continue to emphasize the rising senior citizen population and the need for very low priced housing</i>	The draft document includes such a discussion
<i>Continue to suggest that a program be included calling for an affordable housing impact fee.</i>	The draft document continues to include such a program
<i>Continue to emphasize the need for community stakeholders to routinely communicate and work together.</i>	The draft document continues to include such a program

The community stakeholders included affordable housing developers, real estate professionals, architects and engineers, social service providers, leadership groups representing minority populations, health industry professionals, and local government officials. The responses are summarized below:

Who Needs Housing in Ukiah?

Discussions with affordable housing providers and social service organizations, as well as the review of statistical data reveals that the primary housing needs in the City of Ukiah are unchanged from those identified in the 2009-2014 Housing Element:

- **Lower Income Households.** Extremely low, very low, low and moderate income households are in need of housing in the City of Ukiah. There is an overcrowding problem and an increase in makeshift unsafe and unhealthy housing accommodations.
- **Young Adults.** Rental housing for students and both rental and first-time home buying opportunities for young adults.
- **Persons with Special Needs.** People living with disabilities who require specific design or service considerations, such as full wheelchair-accessible apartments; people in group homes with semi-independent living; the homeless; people in need of mental

health care; farm workers; and people with severe illnesses. All of these groups are represented in the City of Ukiah.

- **Local Service Workers.** The increase in service oriented jobs and the increase in housing prices and rental costs have led to an increased need for housing affordable to local service workers.
- **The Senior Population.** Seniors with extremely low, very low and low incomes, and others who may desire to scale down and sell their homes for smaller housing units closer to services.
- **Female Heads of Households.** Single women with children who head their households.
- **Upper Income Households.** Higher level wage earners seeking upper end detached single family residences.

What services are provided to the homeless and what are their special needs?

In 2007 Mendocino County prepared a *Continuum of Care Plan* that found that local homeless individuals and families had a wide range of needs, including emergency shelter, transitional housing, and permanent supportive housing. Emergency shelters provide immediate short-term housing typically limited to less than six months. Transitional housing provides housing between six months and two years, and typically includes specialized treatment for alcohol and drug abuse, intensive case management, mental health treatment, life skills and employment training, etc. Permanent supportive housing offers a stable residential environment with mental health counseling, job training, among other services.

Homeless populations are often transient rendering city/county jurisdiction lines meaningless. According to the *Continuum of Care Plan*, there are approximately 1,400 homeless people in Mendocino County at any given time. In 2009, another count was taken by the Mendocino County Social Services Department, which revealed a total homeless population of 1,206 persons. While it is impossible to determine is how many homeless people are in the City of Ukiah at any given time because the population is very transient. However, it is safe to assume that the number is significant because the majority of services for the homeless population are located within City limits.

An updated homeless people survey was conducted by the Mendocino County Department of Social Services in 2011 and found the following:

- The highest percentage of homeless persons are Caucasian men between the ages of 31 and 50.
- The number of homeless military veterans has increased by approximately 2% since 2009.

- The number of homeless persons with physical and mental illnesses has increased 15% (physical) and 8% (mental) since 2009.
- The number of homeless persons experiencing chronic health issues has increased 11% since 2009.
- The majority of homeless persons continue to live outdoors.
- Long-term homelessness (6 months to 10 years) has increased since 2009.
- The main reasons for homelessness are no job/no money, can't pay the rent, no transportation, and alcohol/drug addiction.

The Ford Street Center – Transitional Homeless Housing Facility

The Ford Street provides a transitional homeless housing facility with a capacity of 18 individuals, and 3-4 families. The program provides a home like environment that is child friendly. Those admitted into the program are expected to be clean and sober.

In the winter of 2015-2016, with funding provided by the City of Ukiah, County of Mendocino and private donations, MCAVHN (a local non-profit) operated a temporary winter shelter providing shelter for 46 homeless individuals. The local Homeless Services Planning Group is meeting regularly to develop a plan for moving forward.

The Ford Street Project Transitional Housing Facilities

Transitional housing, as defined by H.U.D., is from six months to two years, and it is meant to be a housing bridge between shelter and permanent housing. During one's stay in transitional housing, tenants are case managed and provided services designed to increase tenant skills toward the self-sufficiency required for successful independent living. The Ford Street Project provides transitional housing for homeless single adults and to homeless families with children. Some of these units are in "scattered sites" in Ukiah:

- **748 Waugh Lane** - Six two-bedroom units for homeless individuals and families. This housing cluster has been successfully housing the homeless since 1988. Since these units are "off site," a residential manager occupies one of the apartments. Services and case management are provided.
- **"Progress House" at 200 Ford Street** - This facility is located across the street from Ford Street's main campus and houses homeless single males who have completed an aftercare program. Abstinence from alcohol and drugs is the goal for all these houses and apartment units.
- **"Unity Village" at 133 and 135 Ford Street** - This facility is located behind Ford Street Project and provides transitional housing for Ford Street program clients.

- **"T.O.T.I.L." (Transitional Opportunity Towards Independent Living)** – The site is located adjacent to the Buddy Eller permanent homeless shelter has been approved for construction.

The Ford Street Project Supportive Housing Program

Since 1996, the Ford Street Project has received funding from HUD's Supportive Housing Program (SHP) through the department of Health and Human Services of Mendocino County to provide housing and services for homeless families and homeless individuals with disabilities in Mendocino County. This funding is used in a variety of ways. Currently it is used to fund transitional housing units. In addition, SHP funds are utilized to provide case management and drug/alcohol counseling to homeless clients. The SHP has been instrumental in Ford Street's work with the homeless, not only in creating more housing and service options for this population but in promoting intensive collaboration on behalf of the homeless among a number of concerned agencies throughout the county.

The Ford Street Project Garden Court Apartments

A 10-unit apartment complex (formerly "The Garden Court Motel") for homeless, low-income adults, generally with psychiatric disabilities. Housing is "permanent", meaning that there is no target date for residents to move out to other housing. A resident manager is on the premises. There are 6 one-bedroom apartments and 3 two-bedroom apartments. Rents are based on criteria established by the State HOME Program and are pegged to resident income as determined at intake. Applications are available at the Manager's Unit at 1175 South State Street, Ford Street Project's Main Office at 139 Ford Street or through the Department of Mental Health Housing Coordinator.

Needs of the Homeless

The homeless population and homeless services providers need continued support from the City of Ukiah to address issues and problems. The City should support the local Homeless Services Planning Group and its members, and other active groups and organizations when practical to assist in their efforts to provide shelter, clothing, food, counselling, and life's essentials to the homeless population.

According to homeless population support advocates, the primary needs of the homeless population are:

- A well-defined and clearer path from shelter to permanent housing, with clear goals and client attainments for each housing stage.
- An effective day shelter program which can actually train homeless persons and prepare them for full independent living, including job training that emphasizes specific skills for various kinds of jobs, how to be an effective tenant, developing parenting skills, learning to take instructions from authorities, developing communication skills, etc.
- Additional homeless facilities given the fact that the majority of the Mendocino County homeless population congregates in the Ukiah area to utilize available services, and the existing permanent shelter only has 64 beds.

Some have argued that the current permanent shelter has too many rules for a number of the chronically homeless who can't stop drinking, using drugs, etc., but operating and managing an "open" facility with no rules that would allow for virtually any sort of behavior may not be practical or reasonable. However, because of the high number of homeless persons and the low number of available homeless facility beds, opportunity for an additional facility or facilities has been identified as a local need that must be addressed in the next planning period.

Where can homeless facilities be located?

The Ukiah Zoning Code currently permits Homeless facilities to be proposed and approved in the following zoning districts with Planning Commission approval of a Use Permit: CN (Neighborhood Commercial); C-1 (General Commercial); C-2 (Heavy Commercial/Light Industrial); PF (Public Facilities); M (Manufacturing); R-1 (Single-Family Residential); R-2 (Medium Density Residential) and R-3 (High Density Residential).

There is no location in the City where a homeless facility can locate without the approval of a Use Permit. However, an Implementation Task/Program is included in this Housing Element to allow homeless create a homeless shelter overlay zone that will allow homeless facilities by right. The homeless shelter overlay zone comprises 12 acres in the northern section of Ukiah. The Planning Commission conducted recommended the northern part of Ukiah as the location for a homeless shelter overlay zone. On September 2, 2015 the City Council adopted a homeless shelter overlay zone, in accordance with the provisions of Senate Bill 2 (SB2) (Cedillo 2008),

The need for an additional homeless shelter has not been identified as a high priority in the community. Moreover, the cost and lack of available resources are overwhelming. Regardless, the task of amending the zoning code to allow homeless shelters in the Homeless Shelter overlay zone without a Use Permit has been completed. .

What can the City do to assist the homeless over the next five years?

There are two primary ways the City can assist the homeless over the next five years. First, it can continue to provide support and possible funding to homeless services providers with a focus on helping to define the path from shelter to permanent housing, and helping to establish an effective life-skill building day shelter program. Second, the City shall examine its zoning districts and consider making homeless facilities an allowed use rather than requiring discretionary review.

Is farm worker housing needed in the City of Ukiah?

Ukiah is located in the most urbanized portion of Mendocino County paralleling the Highway 101 corridor. There are no working farms within the City limits, but there are working orchards and vineyards adjacent to the City, particularly to the east along the Russian River.

The Assessment of the Demand for Farm Worker Housing and Transportation in Mendocino County prepared in 2008 by the California Institute for Rural Studies found that in 2006, there were 4,163 farm workers in Mendocino County. Of those, 1,416 worked in Mendocino County for seven months or more, 673 worked in Mendocino County for 3 to 6 months, and 2,074 worked in Mendocino County for less than 3 months. The Assessment found that the majority of farm workers Countywide live in single family residences, rent individual rooms in single family residences, live in labor camps, apartments or trailers.

The Assessment found that 47% of the farm workers or approximately 1,957 live in the Ukiah Valley. Based on the findings in the Assessment, it is concluded that the majority of farm workers who live within the City limits live in single family homes, apartments, or mobile homes/trailers.

State Public Health and Safety Code Section 17021.5 requires employee housing with accommodations six or fewer employees to be allowed by right and treated as a single family residence rather than a dormitory, boarding house, hotel or other similar term implying that the employee housing is a business run for profit.

The City zoning ordinance allows single family residences by right in the R-1 (Single Family Residential) zoning district. It also does not limit the number of persons living in a residence, or preclude a group of employees, students, or other non-related persons from occupying the residence.

In both the R-2 (Medium Density Residential) and R-3 (High Density Residential) zoning districts, single family dwellings, duplexes, condominiums, apartment houses, and room and board residences are allowed by right without the requirement for a use permit.

The City zoning ordinance also contains an *Agriculture Exclusive* (A-E) zoning district. While no land within the City is zoned A-E, the regulations allow by-right "one family dwellings, trailers and accessory buildings, and farm buildings of all kinds, including labor camps when located upon farms and occupied or used by the owner, farm tenant, or other persons employed thereon or the non-paying guests thereof." Nothing in the statutes limits the number of dwelling units or how many persons can occupy the units.

It is concluded that the current zoning standards comply with the requirements of State Public Health and Safety Code Section 17021.5, and no new program involving code amendments is required.

Is transitional and supportive housing needed?

Supportive housing is generally defined as permanent, affordable housing with on-site services that help residents transition into stable, more productive lives. Services may include childcare, after-school tutoring, career counseling, etc. Most transitional housing includes a supportive services component. The City regulates supportive housing as a residential use, provided supportive services are subordinate to the residential use.

There are a number of existing transitional and supportive housing facilities in the City of Ukiah, some of which are described above. The City zoning ordinance defines these types of facilities

as "Community Care Facilities," and allows them for up to six persons in all residential zoning districts and in the C-1 (Community Commercial) zoning district without a use permit. Larger facilities housing between 7 and 12 persons are permitted in these zoning districts with a use permit. "Community Care Facility" is defined in the zoning ordinance as being "consistent with the definition contained in Section 1502(a) of the State Public Health and Safety Code." Section 1502(a) of the PHSC includes 12 different types of community care facilities including "transitional shelter care facility" and "transitional housing placement facility."

Currently, if a transitional or supportive housing use does not involve medical treatment or other formal services, and it is simply a residential living use, it is treated as a single family dwelling, duplex, or apartment complex identical to other single family dwellings, duplexes, or apartment complexes. However, this may not be completely consistent with Senate Bill 2, which states that all transitional and supportive housing constitutes residential uses. Accordingly, a program has been added to amend the zoning code to be consistent with Senate Bill 2.

Is there a high number of female heads of households in Ukiah?

The 2010 census revealed that there were 866 female heads of households in the City, down from 944 in 2000. Of the 866, 63% or 547 were living under the poverty level.

Table 8 - Female Heads of Household

Community	Female Heads of Household / percentage of total population
Mendocino County (unincorporated)	2268 (3.8%)
Ukiah	866 (5.4%)
Willits	309 (6.3%)
Fort Bragg	437 (6.0%)

Many female heads of household have children under the age of 18. These households generally require affordable housing, since their incomes are often less compared to two-parent households. Housing for female heads of household is a high priority for the City of Ukiah.

Is there a high number of extremely low income households in Ukiah?

Extremely low-income is defined as households with income less than 30 percent of area median income. The area median income in the City is \$58,900 for a family of 4. . For extremely low income households, this results in an income of \$24,250 or less for a four-person household. For example, most families and individuals receiving public assistance, such as social security insurance (SSI) or disability insurance are considered extremely low-income households. At the same time, a minimum wage worker could be considered an extremely low-

income household with an annual income of approximately \$17,000 or less. The service worker who makes your sandwich at the local deli and your server at a local coffee shop could be earning \$8.00 per hour. These people have jobs that could qualify them as extremely low income households.

Existing Extremely Low Income Needs: In 2014, 819 extremely low-income households resided in the City, representing 13% of the total households. This was down from 2010 when there were 819 extremely low income households or 20% of the total households. Most extremely low-income households are renters (769) and experience a high incidence of housing problems. For example, many of extremely low-income households faced housing problems (defined as cost burden greater than 30 percent of income and/or overcrowding and/or without complete kitchen or plumbing facilities) and most were in overpayment situations.

Projected Extremely Low Income (ELI) Needs: The Comprehensive Housing Affordability (CHAS) data indicates that there are 172-owner and 769-renter ELI households in the City of Ukiah. Of the ELI households, 70 percent of owners and 82 percent of renters pay greater than 30 percent of their income on housing costs.

To calculate the projected ELI housing needs, the City assumed 50 percent of its 2012 low-income regional housing needs are extremely low-income households. As a result, from the low income need of 11 units, the City has a projected need of 6 units for extremely low-income households. Many extremely low-income households will be seeking rental housing and most likely facing an overpayment, overcrowding or substandard housing condition. Some extremely low-income households could be with mental or other disabilities and special needs. To address the range of needs, the City will employ a detailed housing strategy including promoting a variety of housing types, such as single-room occupancy (SRO) units and small lot subdivisions.

To address the housing needs of extremely low-income households, the City will undertake two programs during the planning period:

1. Identity and meet with nonprofit builders who specialize in building housing for extremely low-income households. This effort is designed to build a long-term partnership in development, gain access to specialized funding sources, identify the range of local resources and assistance needed to facilitate the development of housing for extremely low-income households, and promote a variety of housing types, including higher density, multifamily supportive, single room occupancy and shared housing.

Work in conjunction with other agencies to address the needs of the extremely low income households in the City. At least annually and on an on-going basis contact agencies and developers to facilitate implementing the program. Actions to be considered for inclusion in the program include prioritizing City funding, supporting grant and other applications for funding, and exploring housing types and construction methods to promote housing for ELI citizens.

Is there overcrowding in Ukiah?

A common method of measuring overcrowding is to compare the number of persons to the number of rooms in the unit. The Census defines an overcrowded household as one that has more than 1.01 persons per room (not including kitchens and bathrooms), while units with more than 1.5 persons per room are considered severely overcrowded. In Ukiah, the data collected from the 2011 American Communities Survey shows that four percent of all occupied units were overcrowded.

Table 9 Overcrowding by Tenure

Overcrowding by Tenure				
Occupants Per Room	Owner Occupied		Renter Occupied	
1.00 or less	2,548	41%	4,346	70%
1.01-1.50	102	1.6%	102	1.6%
1.51 or more	0	0	62	1%
Total	102	1.6%	164	2.6

*American Communities Survey 2011

Are there other types of special needs housing?

Persons with disabilities in Ukiah face unique problems in obtaining affordable and adequate housing. This segment of the population, which includes individuals with mental, physical, and developmental disabilities need affordable, conveniently-located housing which, where necessary, has been specially adapted for wheelchair accessibility, along with other physical needs.

The living arrangements for persons with disabilities depend on the severity of the disability. Many persons live at home in an independent environment with the help of other family members. To maintain independent living, disabled persons may require assistance. This can include special housing design features for the physically disabled, income support for those who are unable to work, and in-home supportive services for persons with medical conditions. Accessible housing can also be provided via senior housing developments.

The majority of persons with disabilities live on an income that is significantly lower than the non-disabled population. Many disabled individuals live on a small fixed income which severely limits their ability to pay for housing. The Task Force on Family Diversity estimates that at least one-third of all persons with disabilities in the United States lives in poverty. Persons with disabilities have the highest rate of unemployment relative to other groups. For most, their only source of income is a small fixed pension afforded by Social Security Disability Insurance (SDI), Social Security Insurance (SSI), or Social Security Old Age and Survivor's Insurance (SSA), which will not adequately cover the cost of rent and living expenses even when shared with a roommate. In addition, persons with disabilities oftentimes experience discrimination in hiring and training. When they find work, it tends to be unstable and at low wages.

Description of Need

A disability is a physical or mental impairment that substantially limits one or more major life activities. According to the 2000 Census, an estimated 25% of Ukiah residents (3,494 persons) have one or more disabilities. The most pervasive disabilities for the general population are physical and mental disabilities.

Physical Disabilities: While there are a number of well-managed affordable housing facilities that are accessible to persons with a physical disability, there is a need for additional accessible units. In 1990 only one percent of the City's housing units were accessible. In order to accommodate the City's population with physical disabilities, there is a need to adapt houses or apartments for wheelchairs and other special requirements. Both federal and State housing laws require certain features of adaptive design for physical accessibility in all multifamily residential buildings with four or more units built for first occupancy starting March 13, 1991. However, numerous dwelling units built before that date are not subject to these accessibility requirements. This, however, does not assist individuals – particularly seniors – who choose to remain in their homes rather than move to assisted living facilities and/or other newly constructed units.

Mental Disability: According to 2000 Census data, there are a number of persons with a severe mental disability in Ukiah. This includes a large proportion of the homeless which are often thought to have mental disabilities. Persons with mental disabilities are a critically under-served population with respect to housing. Approximately 20-50 percent of these are capable of living semi-independently in their own supported housing units with assistance in maintaining their apartment, the provision of meals and obtaining transportation, as do other persons with disabilities.

While there is a number of well-managed permanent living and day treatment facilities and programs to serve persons with mental disabilities, there remains a need for additional facilities.

The 2000 Census recorded the disability status of the civilian non-institutional population of City residents. Approximately 21 percent of residents in the City reported as having a disability. The disability breakdown can be seen in the table below. The largest percentage (26 %) of the disabled population has a physical disability. The second largest populated group is that of employment disability of 22 percent.

Table 10 Persons with Disabilities

Persons with Disabilities by Type		
	Number	Percentage
Sensory disability	801	13%
Physical disability	1,619	26.4%
Mental disability	1,171	19%

Self-care disability	654	10.6%
Go-outside-home disability	509	8.3%
Employment disability	1,364	22%
Total Persons with disabilities	6,118	100%

Elderly Population

An analysis of the needs of elderly or senior households or persons is important for four reasons: 1) many elderly have fixed, limited incomes; 2) many elderly persons are “over-housed” (living alone or with two people in a three or four bedroom house); 3) some elderly have mobility and health problems that can create special housing needs; and 4) recent projections indicate an increase in the elderly population in the planning period, both those currently living in the area City of Ukiah.

According to the 2010 Census, there are a total of 1,375 owner-occupied housing units and 665 renter-occupied housing units of which 2,040 are senior households. Table 3-16 represents householders by tenure and age in the City of Ukiah.

Table 11 Senior Households

Senior Households						
	Owner		Renter		Total	
	Number	Percent	Number	Percent	Number	Percent
Total 65 and older	876	14%	514	8	1,390	22
Total 64 and under	499	8%	151	2	650	10
TOTAL	1,375	22%	665	10%	2,040	32%

American Communities Survey 2011

Large Households

Large families can have special housing needs if they cannot find affordable, large housing units then and living conditions may become overcrowded. The Table below shows the total occupied housing units by the number of persons living within each unit. This information is shown for owner-occupied and rental housing.

For owner-occupied units, the highest percentage is for a two-person unit (59%). Approximately twelve percent of the owner-occupied households are occupied by five or more persons. For renter-occupied units, the highest percentage is a two-four-person household

(60%). Less than two percent of the renter-occupied units are occupied by five or more persons.

Table 12 Large Family Households

Large Family Households				
	Rental	Percent	Owner-occupied	Percent
2- 4 person household	1,662	60%	1,552	59%
5+ person household	431	2%	322	12%

American Communities Survey 2011

Strategies and Programmatic Responses to Meet Projected Needs

Appropriate housing for persons with mental or physical disabilities include very low cost units in large group home settings (near retail services and public transit), supervised apartment settings with on- or off-site support services, outpatient/day treatment programs, and inpatient/day treatment programs, crisis shelters and transitional housing.

In 1984, Title 24 of the State Uniform Building Code mandated that all multiple-family residential construction projects containing in excess of 5 units under construction after September 15, 1985, would conform to specific disabled adaptability/accessibility regulations. In 1988, the Federal government enacted the U.S. Fair Housing Amendment Act, also with the intent of increasing the number of rental units being built that would be accessible to handicapped individuals. In July 1993, the State of California issued "California Multifamily Access Requirements" based upon the Act. Unfortunately, the actual increase in the number of handicapped-accessible units available on the current rental market has been small.

The City does not require special building codes or onerous project review to construct, improve, or convert housing for persons with disabilities. Both the federal Fair Housing Act and the California Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodations (i.e., modifications or exceptions) in their zoning and other land-use regulations when such accommodations may be necessary to afford disabled persons an equal opportunity to use and enjoy a dwelling. For example, it may be a reasonable accommodation to allow covered ramps in the setbacks of properties that have already been developed to accommodate residents with mobility impairments. The City allows homeowners to build ramps into single-family dwellings to allow first floor access for physically disabled residents. Such ramps or guardrails are permitted to intrude into the standard setbacks required under zoning, and are subject only to a building permit. This provision eliminates the need to obtain a zoning variance.

The City also makes rehabilitation funds available to income qualified households for accessibility improvements. The Housing Rehabilitation Program, funded with a HOME grant has been designed in part to address these needs by providing affordable loans to assist disabled tenants to improve their rental units to meet their physical needs.

The housing needs of several other categories of disabled persons, including developmentally disabled persons and the mentally ill are typically not addressed by Title 24 Regulations. The housing needs of persons with these types of disabilities, in addition to basic affordability, range

from needing slight modifications of existing units to the need for a variety of supportive housing arrangements. Some of this population can only live successfully in housing which provides a semi-sheltered, semi-independent living state, such as clustered group housing or other group- living quarters; others are capable of living independently if affordable units are available.

Group-home living quarters for a variety of specific disabled clientele groups have traditionally been found intermixed within Ukiah's residential neighborhoods. Consistent with State law, group homes with six or fewer residents per facility are allowed by right in all residential zones. Care facilities with seven or more persons are also permitted in all residential districts and several commercial districts, subject to a conditional use permit.

What types of housing are needed?

- **Rental Units.** Rental units for larger families, particularly for extremely low, very low and low income households. Small rental and for sale units, such as single room occupancy studios, particularly for seniors, students, low wage earners, female heads of household, and farm workers.
- **Smaller For-Sale Housing.** Smaller attached and detached for-sale units affordable to low and moderate income households, and first-time homebuyers. Also, small lot subdivisions. In addition, the preservation of mobile home parks as a contributor to the local affordable housing stock has become significantly important.
- **Special Needs Housing.** Special needs housing and housing with service components. This includes housing for persons with physical and mental impairments, and/or other special needs, as well as farm worker housing that may be seasonal.
- **Student Housing.** Rental housing for Mendocino College students has been a priority for the College and is a priority for the City. This could include dormitory style housing with living units and a communal kitchen/dining facility.
- **Senior Housing.** Affordable housing demand for the Senior citizen population has increased and is expected to continue growing in the future. In particular, housing units for those seniors in the *Extremely Low* income category.
- **Above Moderate Income Units.** Detached for-sale units, rental apartments, and for-sale and rental condominiums available to higher income households.

What types of housing does Ukiah have?

Table 13 provides a breakdown of the total housing units by type of structure for 2000 and 2008. In 2013, it was estimated that there were 6,523 housing units in the City. As indicated, the majority of the units (55%) in Ukiah are single-family units. The variety of housing types in Ukiah fairly diverse.

Table 13 Housing Units by Type

Housing Units by Type*		
	Number	Percent
Single Family Detached	3,596	55%
Single Family Attached	412	6%
Two to Four Attached	839	13%
Five plus Attached	1,237	19%
Mobile Home	439	7%
TOTAL:	6,523	100%

*California Department of Finance 2010

What is the vacancy rate by tenure?

The Department of Finance reported 330 vacant units, which is five percent of the total housing units in the City.

Table 14 Housing Vacancy

*Housing Stock by type of Vacancy		
	Number	Percent
For Rent	136	2
Rented not occupied	7	.01
For sale only	73	1.1
Sold not occupied	13	.1
Seasonal Use Only	25	.3
All other vacant	76	1.1
TOTAL:	330	5.0

*California Department of Finance 2010

How much housing is needed?

- MCOG Regional Housing Needs.** Under California law, every city and county has a legal obligation to respond to its fair share of the projected future housing needs in the region in which it is located. For Ukiah and other Mendocino County jurisdictions, the regional housing need is determined by the Mendocino Council of Governments, based upon an overall regional need number established by the State. The fair share numbers establish goals to guide local planning and development decision making.

In 2013, the MCOG in partnership with representatives from local City and County jurisdictions met and agreed upon the local fair share housing needs.

Table 15 – 2013 Mendocino Council of Governments Regional Housing Needs for Ukiah

Years	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
2009-2014	65	134	65	120	75	459
2014-2019	9 (50% of VL and L)	11	7	7	20	46

Limited Population Growth. As noted in Table 1, there has been very little population growth over the past five years. However, housing needs remain, particularly for extremely low, very low and above moderate income households. This interesting need statistic reflects the lack of overall housing starts in the community due to the slumping economy and the loss of the City's Redevelopment Agency.

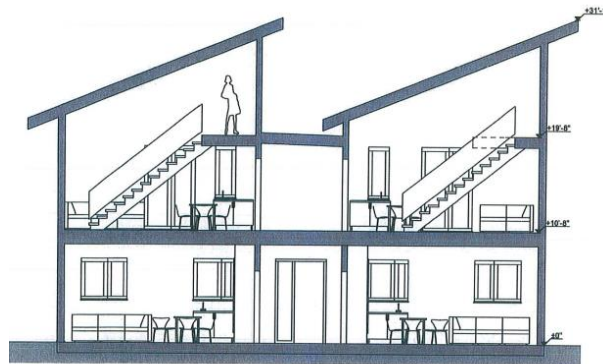
Housing Production since 2009: Even with a reduction of regulatory constraints and continued City support, housing production since 2009 has dropped dramatically. Four single family residential units were constructed in since 2009, and the Clara Court 34 unit affordable housing project was constructed and opened in 2010.

Table 16 – 2015 Housing Production

Year	Extremely Low	Very Low	Low	Moderate
2009	0	0	0	3
2010	22 (Transitional)	34	0	1
2011	0	0	0	0
2012	0	0	0	4
2013	0	0	0	0
2014	0	0	0	0
2015	21	21	0	28
TOTAL	22	34	2	4

Additionally, a number of housing projects were approved by the City Planning Commission in the past couple of years, but not yet constructed. These include:

- 28 unit market rate project at 351 S. Oak
- 42-unit affordable senior housing project, including 5 extremely low income units.
- A two unit market rate duplex on South Main Street.



Efficiency Single Room Occupancy Units Approved by the Planning Commission

Where can new housing be located?

The 2009 Vacant and Underutilized Land Map was updated in January 2014 (Appendix 3). Over the past 4-5 years there has been a very minor reduction in vacant and underutilized land available for housing development (3 acres).

Table 17 – Vacant and Underutilized Land

Year	Total Vacant and Underutilized Land
2009	108 acres
2014	105 acres

The vacant and underutilized land continues to be spread out in the City with a very limited amount of large vacant parcels. Of the last remaining larger properties, most can be developed with residential land uses, but because of location (prime commercial) it is not probable. However, the enabling zoning and regulatory framework for the development of these parcels will continue to permit residential development.

The primary opportunity sites for very low, low and moderate priced rental and ownership housing are vacant infill parcels, underutilized land, and parcels ripe for redevelopment. To successfully develop these sites, traffic, design compatibility, infrastructure, neighbourhood compatibility, and other issues must be analysed.

- **Infill Parcels.** The Vacant and Underutilized Land Map updated in 2014 shows a number of important infill opportunity sites within the City Limits. These parcels are close to existing infrastructure and situated along transportation corridors, and are close to the downtown, retail opportunities, medical services, and professional offices. Development of these parcels will promote increased pedestrian activities and will lower the City's overall carbon footprint.
- **Underutilized Land.** There is underutilized land throughout the City which provides opportunity for all types of needed housing.
- **Redevelopment Sites.** There are a number of key developed properties in and around the downtown and along important transportation corridors that are poised for redevelopment. The sites listed in the following table represent sites with the greatest potential for redevelopment within the planning period.
- **Site Consolidation.** There are a number of key sites that are contiguous to one another with the potential to be combined to accommodate larger projects.

Table 18 – Redevelopment Sites

Property Owner	Address	APN	Parcel Size (sq ft)	Percent (%) Developed	Current Use	Potential Units (see note below)	GP & Zoning	Constraints?
Somers Geraldine SUCCTEE	290 Seminary Ave	0226304	23,814	73%	Retail/Program Services	13 total 8 probable	C C-1	No
Mendocino Savings Bank	294 W. Smith Street	0218304	13,417	64%	Commercial – Bank	8 total 6 probable	C C-1	No
Heller Richard V. & Eileen E. TTEES	304 Pine Street	0217410	8,389	73%	Residential Single Family Dwelling	1	LDR R-1	No
Trinity Youth Services	915 W. Church	0121708	28,742	72%	Vacant	5	LDR R-1	No
Trinity Youth Services	225 S. Hope Street	0126101	27,749	67%	Vacant	5	LDR R-1	No
Trinity Youth Services	915 W. Church	0121603	43,151	91%	Vacant	7	LDR R-1	No
Trinity Youth Services	200 S. Barnes Street	0121404	16,873		Vacant	2	LDR R-1	No
Trinity Youth Services	200 S. Barnes Street	0121409	54,360	55%	Church and School	9	LDR R-1	No
Trinity Youth Services	W. Church & Thompson	0121401	33,611	0%	Vacant	5	LDR R-1	No
Taaning Jessica L.	E. Clay Street	0228105	13,674	0%	Vacant	2	C C-2	2-Story Maximum

H & L Schmidbauer	273 E. Clay	0228104	22,424	65%	Commercial – Warehouse	4	C C-2	2-Story Maximum
Hoskins Roy H. Jr. & Gail TTEES	276 E. Clay	0223124	58,999	43%	Retail Sales	10	C C-2	2-Story Maximum
H & L Schmidbauer Properties LLC	265 E. Clay	0228103	29,007	61%	Retail Sales	5	C C-2	2-Story Maximum
Peabody Robert L.	291 E. Clay	0228106	8,756	81%	Residential Single Family Dwelling	1	C C-2	2-Story Maximum
Mountanos Linda M TTEE	334 N. Main Street	0218602	4,442	0%	Vacant	1 total 1 probable	C C-1	2-Story Maximum
Ceja Celso	479 S. State Street	0218601	5,494	56%	Retail Sales	4 total 2 probable	C C-1	2-Story Maximum
Rocha Antonio Moreno	519 S. State Street	0227328	7,858	39%	Retail Sales	5 total 3 probable	C C-1	2-Story Maximum
Wang Quingnan	521 S. State Street	0227329	3,882	17%	Residential – Single Family Dwelling	2 total 2 probable	C C-1	2-Story Maximum
Wang Quingnan	523 S. State Street	0227322	3,655	40%	Retail Sales	2 total 1 probable	C C-1	2-Story Maximum
Chang James TTEE	527 A & B S. State Street	0227325	7,947	48%	Office	5 total 3 probable	C C-1	2-Story Maximum
Lorenzi Marlyn	533 A S. State Street	0227324	9,040	30%	Retail Sales	6 total 5 probable	C C-1	2-Story Maximum
Hoskins Roy H Fr. & Gail L.	307/311 S. Main Street	0223125	16,520	60%	Office	11 total 8 prob	C C-1	2-Story Maximum
City of Ukiah	Cleveland Lane	002-281-15	10,200	0%	Vacant	7 total 7 probable	P P-F	2-Story Maximum
City of Ukiah	Cleveland Lane	002-281-18	10,500	0%	Vacant	7 total 7 probable	C C-2	2-Story Maximum
City of Ukiah	Cleveland Lane	002-281-28	1 acre	0%	Vacant	28 total 28 probable	C C-1	2-Story Maximum
City of Ukiah	Cleveland Lane	002-281-24	½ acre	25%	Office	14 total 1 probable	C C-1	2-Story Maximum
Bertha Burnham	817 Waugh Ln.	003-574-07	1.7 acres	10%	Single- family	47 total 38 probable	R3	2-Story Maximum
TOTAL POTENTIAL UNITS						222 total 170probable		

•
NOTES:

1. The potential number of units was determined by factoring in the number of units allowed by zoning, the applicable development standards, the size of the parcels, the shape and configuration of the parcels, the percentage of existing development, surrounding land uses, on-site field work, and in some cases, subjective, yet professional opinions. Additionally, the existing development on all of the identified sites is aged and in some cases dilapidated, which increases the opportunities for redevelopment and infill affordable housing.

The Ukiah General Plan and Zoning Code permits high density residential development in the C-1 (Community Commercial) zoning district. While full high density residential development is possible, the potential number of units assumes a mix of residential and commercial (25% to 50% residential). This assumption is based on the mix of recently constructed mixed-use projects, and discussions with local and regional developers concerning how mixed-use projects must "pencil-out" to be financial successful.

2. The maximum density allowed in the high density and commercial zoning districts is 28 units per acre.
3. There is a need for 18 extremely low, very low, and low income units. There is opportunity for 280 units on residentially zoned land (vacant, underutilized and redevelopable parcels).
4. It should be noted that not all commercial zoned sites are anticipated to be developed residentially. However, as noted above, there are more than enough opportunity sites to meet the local need.
5. The Ukiah Airport Master Plan limits some parcels to two-stories which is considered a constraint because it could disallow maximum density under the zoning. The Airport compatibility zone maximum density in these areas is 90 people per acre, which does not represent a constraint because it far exceeds the maximum density under the zoning (28 units per acre).
6. No other land use controls significantly constrain the parcels. The City zoning code does not contain a floor area ratio standard, and the height limit, yard setback, and lot coverage standards in the C-I zoning district are generous, which encourages infill affordable housing development.
7. The Medium Density Residential (R2) and High Density Residential (R3) zoning districts allow owner occupied and rental multifamily residential land uses by-right without a use permit.
8. The maximum density allowed in the high density and commercial zoning districts is 28 units per acre.

There is a need for 18 extremely low, very low, and low income units. There is opportunity for 280 units on residentially zoned land (vacant, underutilized and redevelopable parcels)

9. The Cleveland Street parcels were donated to PEP Housing for the construction of 42 senior affordable units. These parcels have been combined.

The regulatory incentives that provide increased opportunity for these sites to redevelop include the availability of the Planned Development (PD) zoning tool, no floor area ratio standard, a generous height limit, limited yard setbacks in the commercial zones, (grants) for façade and infrastructure improvements.

The sites were chosen because of existing worn or dilapidated structures, near-by successful revitalization efforts, reasonably foreseeable near-by future projects, and other factors. As indicated in footnote number 1, on-site field work was performed on each parcel to determine if and how much affordable housing could be added to the sites given the location and type of existing development, parcel configuration, and other factors.

Additionally, it should be noted that the City has been successful in attracting housing projects in the C-1 (Community Commercial) zoning district. Approved and constructed projects with full residential development on commercially zoned parcels include a 6-unit apartment complex on North Main Street and a 12 unit apartment complex on South Main Street. Both of these

projects are situated in the downtown area and in close proximity to commercial services, medical services, bus routes, and governmental services.

Standard practice of the City of Ukiah Planners is to promote residential development on the commercially zoned property identified as prime for affordable housing development. Programs has been added to post the suitable sites map and associated information on the City's website and to prepare hard-copy hand-out material for property owners and developers.

Is there enough suitable land available to meet the housing need?

The City's share of the regional housing need is 46 units and there is plenty of appropriately zoned, unconstrained land to accommodate this desired number of units. The total probable units for the vacant, underutilized and redevelopable land within the City is 738 units. The primary reason for this is because the City permits medium and high density residential development in its commercial zoning districts. Another reason is that there are a substantial number of underutilized older commercial properties where residential units could be added. The zoning code permits mixed commercial/residential land uses in all commercial zoning districts. Additionally, the City's Planned Development zoning tool provides for creative, well planned residential development and the flexing of typical development standards and densities.

The Housing Element strongly encourages carefully infill medium and high density residential development because of the close proximity to existing infrastructure, transportation corridors, social services, commercial uses, and medical facilities, and to prohibit impacts on surrounding agricultural lands that results from urban sprawl.

Are there constraints to housing development in Ukiah?

The City has regulatory constraints (fees/exactions and zoning standards), as well as environmental constraints just like every other community in California. The environmental constraints include traffic, drainage/flood zones, mature trees, and airport compatibility. All of these constraints affect future development to varying degrees, and each site listed in the Vacant and Underutilized Land Survey (Appendix 3), was examined not only for the presence of constraints, but to what degree the constraints would impact the future development of housing units.

The following table provides a listing and details of constraints to housing development.

Table 19 - Constraints

Constraint	Detail
Fees and Exactions	A new fee schedule was adopted in 2007. Reduced planning permit fees are charged for affordable housing and

	special needs housing projects.
Wastewater (Sewer) Treatment	The wastewater treatment plan upgrade and expansion project has been completed and sufficient capacity is available to serve the identified vacant, underutilized and redevelopable parcels.
Water Storage and Capacity	A water storage project has been completed, which added nearly 2 million gallons of storage to the City's water storage system, and an upgrade to the water treatment plant has been completed. Sufficient water exists to serve the identified vacant, underutilized and redevelopable parcels.
Zoning and Land Use Controls (see below)	The amendments called for in the 2004 Housing Element were completed in 2008. Additionally, the City adopted a Downtown Zoning Code project that provides more opportunity and certainty for housing development in the downtown. Medium and high density housing is now permitted in all commercial zoning districts, and the Planned Development tool has been used to facilitate unconventional housing and alternative development standards. Zoning is no longer considered a constraint. The City has lot coverage, yard setback, height and other regulatory constraints to development. While these zoning standards are typical, the City also does not have a Floor Area Ratio (FAR) standard, which limits development in other communities. The City also has a Planned Development overlay zoning classification, which provides flexibility for development projects. Additionally, in 2008, the City adopted new zoning regulations establishing reasonable accommodations for persons with disabilities (see procedure below).
Airport	There are density limitations and 3-story buildings (other than for public facilities) are disallowed in the B2 Infill area north of the airport. However, many of the identified vacant, underutilized and redevelopable parcels are not located in the B1 or B2 infill area north of the airport.
Drainage	The City adopted new <i>Low Impact Development</i> drainage requirements which could result in higher costs for housing projects.
Traffic	The City adopted a City-Wide traffic study in 2007 and if traffic impact fees are considered in the future, reduced fees for affordable housing projects may be adopted. Additionally, the City has an adopted Capital Improvement Program that includes a number of significant street and intersection improvements that will reduce traffic related constraints for the identified parcels.
Parking	The Ukiah City Code requires 1 parking space for 1-bedroom apartment units and 2 spaces for 2-bedroom apartment units. However, the Planned Development zoning tool can be used to relax this standard if a proposed development such as senior housing can demonstrate that less parking would be needed.
Flood Zones	100-year flood zones and flood-ways exist in the City, but ample suitable land is available to meet the housing need. Most of the identified vacant, underutilized and redevelopable parcels are not situated in a 100-year flood zone.

Permit Processing Procedures	Permit processing for all permits is generally faster and less costly than surrounding jurisdictions. Priority processing is provided for affordable and special needs housing projects.
Housing for Persons with Disabilities	The zoning code was amended in 2008 to include provisions for reasonable accommodation (procedure listed below). Additionally, planning permit fees for special needs housing projects are even less than those charged for affordable housing projects.
Building Codes	The City has adopted the 2007 California Building Codes. These codes have not presented a hardship to affordable housing developers. The State of California and the City of Ukiah will adopt the new 2010 California Codes on January 1, 2011. All building permit applications which are submitted after January 1, 2011 will be required to comply with these new regulations. One of the most significant changes that is anticipated in the new codes is that all new residential occupancies will be required to have fire suppression systems (fire sprinklers). This will add addition costs to affordable housing projects. The City is examining the possibility of using Redevelopment Housing 20% set-a-side funds to offer grants or low interest loans to assist affordable housing developers to comply with this anticipated new requirement. The City of Ukiah code enforcement activities have become complaint driven ever since the loss of the Code Compliance Coordinator position due to budget cuts. However, City staff due initial code compliance cases when they are observed during routine inspection and field observations.
Cost of Land and Financing	Currently, the cost of land is lower than it has been in many years. This is primarily due to the economic downturn. Similarly, the availability of land is higher than it has been with a larger than average number of properties on the market. While financing is tight, there is local optimism that lending institutions are relaxing recent restrictions and the financing market is opening up. Additionally, interest rates are remaining low, and the City's first time home buyer program has been very active over the past year.
Cost of Construction	According to PEP Housing, a local affordable housing builder, the cost of construction in Ukiah is comparable to that of neighbouring counties of Sonoma and Lake. Typical construction costs are between \$190 and \$215 dollars per square foot.
High Density Housing Management	The Ukiah Police Department have expressed concern about the development of new affordable housing projects that do not have requirements for updated and consistent management practices that support safety. The Police have found that the key to safe affordable housing is strong management. A new policies and implementing task have been added to address this concern.

Housing for Persons with Disabilities Procedure:

Request: A request for reasonable accommodation may be made by any person with a disability as defined under the federal fair housing act and California fair employment and housing act, or his/her representative or any entity, when the application of a regulation under this chapter acts as a barrier to fair housing opportunities. In general, a person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. A request for reasonable accommodation may include modifications or exceptions to the regulations, standards, policies and practices for the siting, placement, construction, development or use of housing or housing related buildings, structures and facilities that would eliminate regulatory barriers and provide persons with a disability equal opportunity to housing of their choice.

Application Submittal: A request for reasonable accommodation shall be submitted on an application form provided by the director of the department of planning and community development including documentation of the disability and any other information required to make the determinations required by this section.

Review Of Application: Applications for reasonable accommodation shall be reviewed by the director of the department of planning and community development or designee, or may be referred to the authority taking action on a concurrent application.

In granting an application for reasonable accommodation, the director may impose any conditions of approval relating to the findings above as deemed practical and necessary including, but not limited to, restoration of the property to its former condition and recording in the office of the county recorder notice thereof.

Can certain constraints be overcome or resolved to provide more opportunity for housing?

Since adoption and certification of the last General Plan Housing Element in 2011, progress has been made to resolve constraints. These efforts include the adoption of the new Downtown Zoning Code which encourages more housing in and around the downtown, street improvements (East Perkins Street), drainage infrastructure improvements (East Perkins Street), etc.

The wastewater treatment plant and water treatment plant were recently upgraded and have the capacity to serve future housing development on the identified vacant, underutilized, and redevelopable parcels.

Additionally, the City has secured a CDBG grant to help fund sewer lateral inspections and repairs for extremely low, very low and low income residents.

The HOME grant First Time Home Buyers program has enabled very low and low income residents to purchase homes in the community.

Airport Compatibility:

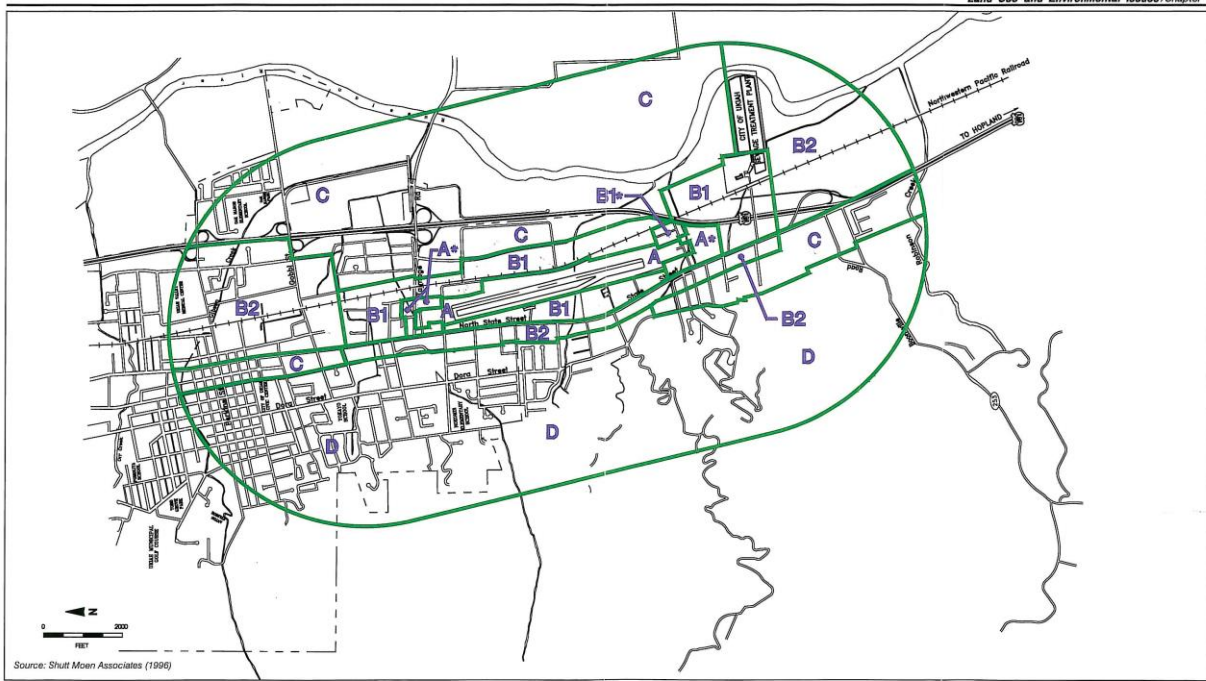


Figure 7J

Land Use Compatibility Map
Ukiah Municipal Airport

The Airport Land Use Compatibility Zone Map

The "A", "B1" (Infill) and "B2" (Infill) compatibility zones have the following standards for development:

Table 20 – Airport Master Plan Requirements

Zone	Max Density	Parcel Size for New Subdivisions	Open Space	Height
A Zone: Runway Protection Zone	10 people per acre	0	All	7 to 1 slide slope from runway center line
B1 Zone – Infill Area North of Airport: Approach and Departure Zone	60 people per acre	10 Acres	30%	7 to 1 slide slope from runway center line
B2 Zone - Infill Area North of Airport: Extended Approach and Departure Zone	60 people per acre	2 acres	30%	7 to 1 slide slope from runway center line

* If development projects in these zones can meet these requirements, they can proceed without an Airport Comprehensive Land Use Plan consistency determination from the Mendocino County Airport Land Use Commission (ALUC). However, if any project involves a General Plan amendment, rezoning, or specific plan, it is required to be submitted to the ALUC for a CLUP consistency determination.

As noted in the Table, the Ukiah Airport Master Plan indicates that residential subdivisions and multi-family residences are not normally acceptable in the B1 and B2 airport compatibility zones. However, the Plan also indicates that "These uses typically do not meet the density and other

development conditions listed. They should be allowed only if a major community objective is served by their location in this zone and no feasible alternative exists.”

There have been a number of multi-family residential projects proposed in the B1 and B2 Infill compatibility zones north of the airport over the past several years. The most notable of these is the 64-unit Summer Creek Village affordable housing project and the PEP Housing 42-unit affordable senior project. While this project served the major community objective of providing much needed affordable housing, it also complied with the density and other requirements of the B2 infill compatibility zone. Based on the long-standing procedural agreement with Mendocino County, the project did not need a formal consistency review from the Mendocino County Airport Land Use Commission because both City and County Staff determined that it was clearly consistent with all the requirements for the B2 infill area.

The Summer Creek Village project was located on a large enough parcel to meet the 60 people per acre density standard. The primary vacant and underutilized sites identified in the 2009 survey that are in the B1 or B2 airport compatibility zones are as large or larger than the Summer Creek Village parcel, therefore it is confidently assumed that multi-family residential projects could be developed on these parcels.

These constraints result in less opportunity for housing development. However, the City highly values the airport as an integral component of its economic development strategy. Accordingly, the City seeks to balance the affordable housing and economic development goals of the City.

It should be noted that none of the identified vacant, underutilized or redevelopable parcels are located in the “A” compatibility zone.

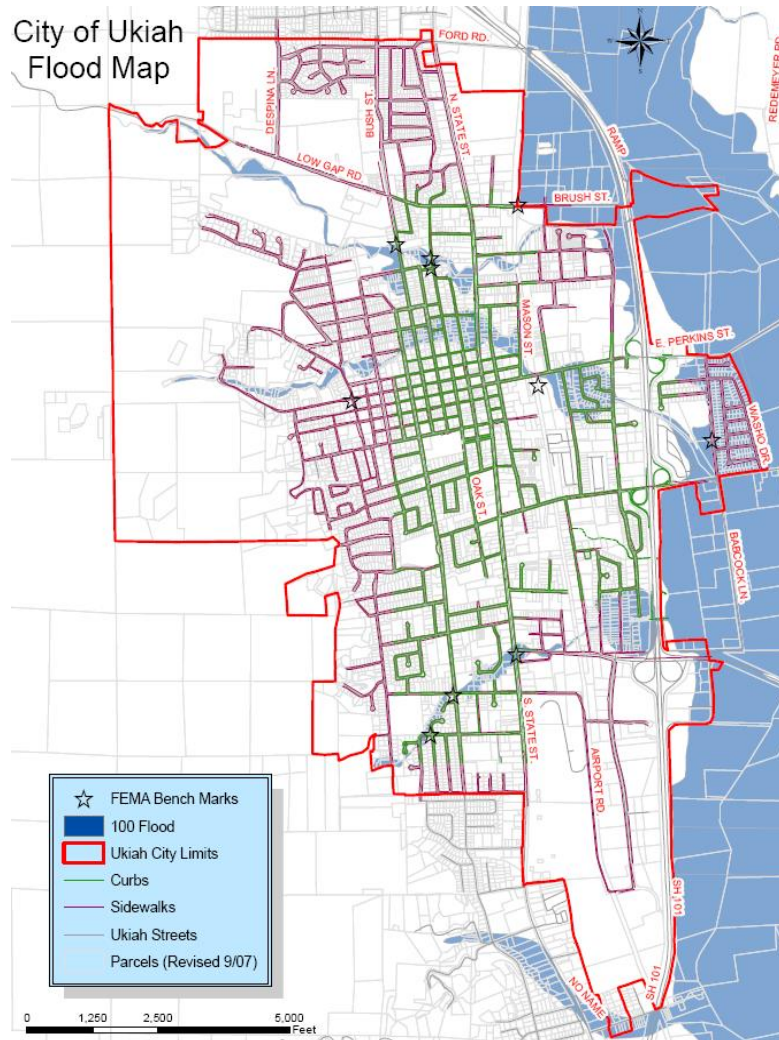
It should be further noted that most of the identified vacant, underutilized or redevelopable parcels are not significantly burdened with airport compatibility zone constraints.

In the event, a housing developer proposes to build on land within the airport B1 infill compatibility area, here is a summary of the required steps and process:

1. An affordable housing developer applies to construct 28 units on a one-acre parcel in the airport B1 infill compatibility zone area which allows a maximum density of 60 people per acre. Using the 1.92 people per unit factor, City staff determines that the project would result in 54 people per acre, and that it would be in compliance with the B1 zone.
2. The developer decides to seek a density bonus of 25% (7 units).
3. Staff determines that this would add 13 people to the site for a total of 67 people, which would exceed the density standard of 60 people per acre. The Ukiah Regional Airport Master Plan indicates that projects exceeding the density standard (or other standards) should “only be allowed if a major community objective is served by the project in the proposed location and no feasible alternative location exists.”
4. Staff refers the project to the Mendocino Airport Land Use Commission for a “consistency determination”, making the argument that the project serves the major community objective of providing affordable infill housing, and that no feasible alternative location exists.

5. If the Land Use Commission finds that even though the project exceeds the allowable density in the B1 zone, it serves a major community objective, and that no feasible alternative sites exists, and then approves the project, it would advance to the City Zoning Administrator or Planning Commission for final action.
6. If the Land Use Commission finds that the project does not meet an important community objective and/or other alternatives sites exist, and says “no” to the proposal, City staff could schedule the matter for a final determination by the City Council, who on a 4/5 votes could override the Mendocino County Airport Land Use Commission.

Flood Zones:



The City of Ukiah Flood Zone Map

A number of vacant and/or underutilized parcels are situated within the 100-year Flood Zone, which requires structures and roads to be elevated and potentially other measures to protect life and property in the event of a 100-year flood event. This represents potential increased cost associated with the future development of these parcels. The City is currently examining the Flood Zone Maps (1985) to determine if any of the zones warrant a *Map Correction* application to the Federal Emergency Management Association. This exercise could result in a reduction in the flood zone constraints.

An implementation program has been added to identify a prime affordable housing infill site currently burdened by flood zone issues and pursue an engineering study and possible FEMA map correction to eliminate this constraint.

Traffic: Traffic congestion, particularly along the City's major street corridors can affect the developability of some parcels. However, the City's adopted 2010-2011 Capital Improvement Program (CIP) identifies street and intersection improvement projects and funding sources to remedy many traffic congestion problems.

Future development projects may require the preparation of traffic studies to determine potential impacts and reasonable mitigation measures for projects outside the area covered by identified CIP projects.

What are the current land use controls for housing development?

Table 21 – 2015 Zoning Standards

ZONING DISTRICT	FRONT YARD SETBACK	SIDE YARD SETBACK	REAR YARD SETBACK	MAXIMUM HEIGHT	MAXIMUM LOT COVERAGE	REQUIRED SITE AREA	MAX DENSITY	PARKING REQ
R-1 Single Family Residential	20' 30' for garages	10' 5' for accessory buildings	20' 5' for accessory buildings	30' 20' for accessory buildings*	N/A	6,000 sq ft 7000 sq ft. for corner lot	7+ units per acre	2 on-site
R-2 Medium Density Residential	15' 25' for garages	10'	15'	30' 20' for accessory buildings*	N/A	6,000 sq ft 7000 sq ft for corner lot	14 units per acre	2 Per duplex unit; 1 per bedroom for MFR
R-3 High Density Residential	15' 25' for garages	5'	10'	40' 30' when abutting R-1 or R-2	N/A	6,000 sq ft 7000 sq ft for corner lot	28 units per acre	2 Per duplex unit; 1 per bedroom for MFR
C-N Neighbor Comm	10' 15' for second story	5' 10' for second story	10'	30' 20' for accessory buildings	40%	7000 sq ft	28 units per acre	2 Per duplex unit; 1 per bedroom for MFR
C-1 Community Commercial	10' 15' for second story	0' unless abutting an R-1, R-2, or R-3 parcel**	0' unless abutting an R-1, R-2, or R-3 parcel	50'	40%	6000 sq ft 7000 sq ft corner lot	28 units per acre	2 Per duplex unit; 1 per bedroom for MFR
C-2 Heavy Commercial	10' 15' for second story	0' unless abutting an R-1, R-2, or R-3 parcel	0' unless abutting an R-1, R-2, or R-3 parcel	40' 20' for accessory buildings	40%	6000 sq ft 7000 sq ft corner lot	28 units per acre	2 Per duplex unit; 1 per bedroom for

								MFR
P-D Planned Develop	To be determined in the review process	To be determined in the review process	To be determined in the review process	To be determined in the review process	To be determined in the review process	½ acre unless located in the downtown and fulfills other criteria	28 or more units per acre	Flexible

NOTES:

1. * 20' or the maximum height of the main building whichever is less
2. ** If abutting an R-1, R-2, or R-3 parcel, then the setback for that residential district applies
3. The B1 and B2 Airport Compatibility Zones list multiple story offices as "normally not acceptable." The B2 *Infill Policy* north of the airport limits buildings to 2-stories.
4. Various residential housing types are allowed or permitted in all of the above zoning districts
5. Parking requirements vary, but are generally less than nearby jurisdictions in an effort to reduce the size of parking lots and to discourage automobile use.
6. Deviation from lot coverage standards are possible with discretionary review.

Zoning and Housing Types: The City's current zoning code allows for a variety of housing types throughout the City. For example, multiple family residential apartment units are permitted in all commercial zoning districts, and second residential units (granny units) are allowed in the Single Family Residential (R-1) zoning district without the need for a use permit.

Small family day care (6 or fewer children) and community care facilities are allowed in all residential zones and in the Community Commercial zoning district without a Use Permit. Large family day care (7 or more) and community care facilities are permitted in these districts with the securing of a Use Permit. The City code does not include any spacing or concentration restrictions.

The Planned Development (PD) zoning tool contained in the City Code allows for creative, well planned housing projects, and provides for the possible relaxation of typical development standards, as well as permitting unconventional housing types such as cooperative housing and school dormitories. This tool was used successfully during the past planning period to approve a compact, nicely designed infill low to moderate income housing development. The tool allowed for the reduction in parking, street and driveway widths, density, and yard setbacks. This Planned Development zoning remains an important tool in the City's toolbox for affordable housing projects.

The PD tool is an overlay zoning district that technically is a rezoning. For example, an affordable senior housing project applicant may propose to lay the PD zone over an existing R-3 (High Density Residential) zoning district to reduce parking requirements, relax yard setbacks, and reduce access roadway widths. The application requires review and a public hearing by the Planning Commission and a final review and action by the City Council. Affordable housing projects that successfully used this tool include the Cleveland Lane sweat equity project, Mulberry Street sweat equity project, and the Cottage Lane project.

Fees and Development Review Process: The City requires payment of different fees as a condition of development approval. These fees are lower than comparable market-rate fees for

technical plan review tasks and for fees charged by other nearby jurisdictions. Discounted fees are levied for affordable housing projects.

Table 22 – 2015 Planning Permit Fees

Planning Permit Fees	Regular	Affordable Housing
Site Development Permit- - Major	100% cost recovery	Affordable Housing: 80% cost recovery; Special Needs Housing: 60% cost recovery
Site Development – Minor	\$450	Same
Use Permit Major	100% cost recovery	Affordable Housing: 80% cost recovery; Special Needs Housing: 60% cost recovery
Use Permit Minor	\$450	Same
Variance Major	100% cost recovery	Affordable Housing: 80% cost recovery; Special Needs Housing: 60% cost recovery
Variance Minor	\$225	Same
Subdivision Major	100% cost recovery	Affordable Housing: 80% cost recovery; Special Needs Housing: 60% cost recovery
Subdivision Minor	\$900	Affordable Housing: \$720 Special Needs Housing: \$540
Subdivision Exception	100% cost recovery	Affordable Housing: 80% cost recovery; Special Needs Housing: 60% cost recovery
Boundary Line Adjustment	\$450	Affordable Housing: \$360; Special Needs Housing: \$270
General Plan Amendment	100% cost recovery	Same
Annexation	100% cost recovery	Same
Rezoning	100% cost recovery	Same
Rezoning Planned Unit Development	100% cost recovery	Affordable Housing: 80% cost recovery; Special Needs Housing: 60% cost recovery
Environmental Impact Report (EIR)	Consultant cost plus 15% administration	Same

Specific Plan/Master Plan Review	\$1,800	Affordable Housing: 80% cost recovery; Special Needs Housing: 60% cost recovery
Development Impact Fees	None, except for a specific traffic impact fee associated with the development of the Airport Business Park mixed use shopping center. Residential sewer hook-up fees vary depending upon how many bedrooms are proposed. The fee for a one bedroom home is \$9,820; two bedroom \$10,911; and a three bedroom is \$12,002. For each bedroom beyond 3, and for a bedroom addition to an existing home, the fee is \$1,091.	Developers of affordable housing projects may be eligible funds to help finance infrastructure improvements.

Example Project: The 32-unit Clara Court affordable apartment project, which received approximately \$350,000 in grants and low interest loans from the Ukiah Redevelopment Agency for property acquisition and pre-development funds, paid approximately \$450,000 in total fees (planning permit, building permit, water, sewer, public works, electrical, planning, and fire protection). This amounts to approximately \$14,000 per unit (does not include school district fees collected by the district). This amount appears reasonable when compared to other jurisdictions. For example, in unincorporated Mendocino County, the cost is approximately \$17,500 per unit (pages 3-20 and 3-21, 2010 Mendocino County General Plan Housing Element).

Fee Percentage of Development Cost: According to the issued building permit(s) for the Clara Court project, the total value/development costs for the project are \$2,917,944. The total City collected fees of \$450,000 equate to only 15.4 percent of the development costs for the project.

The City is also deferring the electrical, water, and sewer connection fees (\$413,284 of the \$450,000) until final inspection and the grant of occupancy. This will significantly contribute to project feasibility and achievement of affordable targets because it helps to meet construction loan underwriting requirements and reduces financing costs. Additionally, in December, 2010, the City RDA provided an additional \$450,000 to the project to assist in clean-up of unanticipated contaminated soil.

Development Review Process:

Table 23 – 2015 Development Review Process

Project Type	Approving Body	Timeline	Comment
Individual single family house	Staff	2 to 4 weeks	Plan check prior to issuance of building permit
Minor Subdivision	City Engineer	1 to 2 months	Parcel Map 1 to 3 months Final Map 1 to 2 months
Major Subdivision	Planning Commission and City Council	3 to 5 months	Subdivision Map 2 to 3 months Final Map 1 to 2 months
Duplex or triplex in a R-3 District	Staff	2 to 4 weeks	Staff review of site development plan
Multifamily housing with no subdivision	Planning Commission	2 to 3 months	Site Development Permit
Multifamily housing with major subdivision	Planning Commission	3 to 4 months	Site Development Permit and Subdivision Map
Mixed Residential Commercial Use (CUP)	Planning Commission	3 to 4 months	Project with no land division requires a Use Permit and Site Development Permit Review by the PC.
Planned Development Rezoning	Planning Commission and City Council	3 to 4 months	Requires a concept plan and a precise development plan.
CEQA Negative Declaration	Planning Commission	Varies	Processed jointly with project
CEQA EIR	Planning Commission	up to 12 months	Processed jointly with project.

Site Development Permit (SDP): The review of a Site Development Permit focuses on architecture, landscaping, parking, and other site design elements. The landscaping and parking standards are clear and concise and the Planning Commission has the authority and flexibility to reduce the requirement on a case-by-case basis. The architectural design findings are similarly concise and routinely shared with project applicants early in the pre-application discussions. The finding is not burdensome and allows for flexibility in the design of housing structures:

“There is sufficient variety, creativity, and articulation to the architecture and design of the structure(s) and grounds to avoid monotony and/or a box-like uninteresting external appearance.”

The Side Development Permit Review Process: Processing a typical Side Development Permit takes approximately 6-8 weeks and includes the following steps:

Step 1 - Filing an Application

Applications are submitted to the City at the Planning and Community Development public information counter at the Ukiah Civic Center – 300 Seminary Avenue, Ukiah. While pre-application review (at no cost) is encouraged, it is not required.

Step 2 – Project Review Committee

The project planner will schedule the project for a roundtable discussion between the applicants and various City Staff members to flush out issues and problems, and to provide the applicants with a preliminary determination regarding possible conditions that may be imposed on the project.

Step 3 – Application Completeness

Within approximately 2 weeks after application submittal, the project planner will determine if enough information has been submitted to fully understand the proposed project. If enough information has been submitted, the application will be deemed “complete” for processing. If not, the project planner will send a detailed letter to the applicant indicating exactly what information is needed to fully understand the proposal.

Step 4 - Environmental Review

Some Site Development Permit applications need a preliminary environmental review (Initial Study) by the project planner. The purpose of this review is to find out if the project will cause any adverse environmental impacts. You may be required to give us more information about traffic, noise, etc. After reviewing all the information, the City Environmental Coordinator will make an environmental determination.

Step 5 - Public Notice

Once the project planner has completed an analysis of the proposal, and all issues have been resolved, a public notice is published in the local newspaper describing the proposal and when the required public hearing will be conducted. A public notice is also sent to all property owners within 300-feet of the project site, and the project planner will physically post/stake a notice on the subject parcel.

Step 6 – Public Hearing and Action

The City Zoning Administrator or Planning Commission will conduct a public hearing, make findings, and take action on the project. If the project is approved, the Zoning Administrator or Planning Commission may impose conditions on the project. For information regarding the required findings that have to be made to approve the Site Development Permit project or the conditions of approval that may be placed on the project, contact the City Planning Staff at the number listed below.

Use Permit: The primary finding required to approve a Use Permit is that the housing project would not have a detrimental effect on the health, safety, and general welfare of the public. The Use Permit review process is the same as the Site Development Permit Review process.

Planned Development Rezoning: The Planned Development Rezoning tool has been the most successful tool for creating affordable housing in the City. As indicated, it provides flexibility with development standards such as lot sizes, yard setbacks, driveway widths, etc. Hundreds of affordable housing units have been constructed as a result of this tool, including two large “sweat-equity” home ownership projects.

While the process is discretionary and involves public hearings before the Planning Commission and City Council, it is clear and provides certainty to the community and developers. The certainty is provided to the community because this rezoning proposal/application includes an actual development plan rather than just changing the zoning classification. Certainty is provided to the developer because the pre-application review is intimate with staff and staff is readily available through-out the process. It is not uncommon for staff to meet with the developer of a Planned Development project many times during the course of review to discuss and resolve issues.

Moreover, the process is not time consuming and the cost is not restrictive given the City’s fee reduction for affordable housing projects. This is why the tool has been so successful in the City of Ukiah.

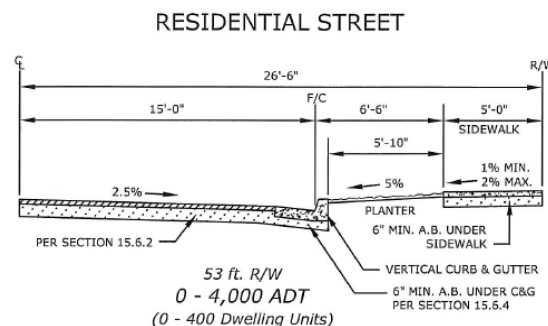
Planned Development Rezoning Review Steps: The review process for Planned Development projects takes approximately 3-4 months to complete.

1. Pre-application review. This is an optional step in the process that is free of charge, and provides the developer with an opportunity to meet with staff to discuss the proposal, identify issues, sound-board solutions, located infrastructure, and confirm the steps in the review process.
2. Application filing. The applicant meets with staff and files the application. If it is an affordable housing projects, the applicant pays reduced fees.
3. Application routing. The application is routed to various departments and agencies for review and comment.
4. Application completeness. Within approximately 2-weeks, staff determines if enough information has been submitted to fully understand the project.
5. Environmental Review. Within 30 days from determining the application to be complete for processing, staff makes a determination regarding compliance with the California Environmental Quality Act.
6. Planning Commission public hearing. Once environmental review is completed, the project is scheduled for a public hearing before the Planning Commission.
7. City Council public hearing. The City Council conducts a public hearing to consider the recommendation from the Planning Commission and to take final action on the project.

On and Off-Site Improvement Requirements: The City requires streets, curb, gutter and sidewalks, water and sewer connections, electrical connections and landscaping for all new construction, including affordable housing projects.

Street Standards: The City Department of Public Works maintains a *Standard Plans* document that provides housing developers with details and specifications for street, sidewalk, curb, gutter, wheel chair ramps, sewer, water, drains and street tree improvements. All the details and specifications are typical of a small rural city, and present no hardship or unreasonable requirement for housing developers.

The specification for a typical residential street, curbs and gutters, and sidewalks are typical of a small rural city, and have not resulted in a significant barrier to affordable housing projects:



NOTES

1. Typical street section to be used in new residential subdivisions.
2. ADT is Average Daily Traffic.
3. Rolled curb and gutter may be constructed at street elbows and cul-de-sacs if approved.
4. The planter width may only be reduced or the planter removed to meet residential housing densities or to conform to existing street right-of-way if approved.
5. The street section may be modified for infill development.

Water service connection fees are typical of a small rural City and have not resulted in a barrier to affordable housing projects. The City owns its own electrical utility and its electrical service connection fees are not only considered reasonable, but are in fact are less than those charged by the Pacific, Gas and Electric Company (PG&E), which provides electrical service outside the City limits.

The sewer connection fees charged by the City are identical to those charged by the Ukiah Valley Sanitation District which provides wastewater service to the unincorporated areas outside the City limits. The fees are considerably less than those charged by cities to the south in Sonoma County.

Landscaping: Affordable housing projects are required to landscape 20% of the project site, and this has not presented a significant barrier to past projects. The zoning code does allow a reduction to the amount of landscaping depending upon the size, scale, intensity, and location of the project.

Traffic Level of Service: Depending upon the number of units and location of a proposed project, including affordable housing proposals, a traffic study may be required. As part of the 2010 General Plan Housing Element update, the City amended its General Plan Circulation Element to relax the roadway level of service from a "C" to a "D" as an interim measure until the City completed a citywide traffic model and further revisions to its Circulation Element. This has removed a barrier to affordable housing development.

It is concluded that the City's required on and off-site improvements do not present a significant barrier to the development of affordable housing projects. This is evident because of the recent project approvals for the Clara Court and Summercreek Village affordable housing projects, where on and off-site improvements were not issues and did not present barriers.

What Affordable Housing Developers Can Expect: Affordable housing developers can expect professionalism, cooperation, and a team approach from City Staff on issues such as property identification, constraints and opportunities analysis, potential funding assistance, reduced development processing fees, and expedited time frames for permit processing.

To assist developers, the City has produced a document entitled "What You Need to Know About Construction and Development." It is provided free upon request and is posted on the City's website.

The goal and mission of City Staff is to help shape an approvable project, and to provide certainty to the developer in terms of fees, standards, findings, and the entirety of the permit review process.

Military compatibility

There are no Military bases in or near the City of Ukiah or Mendocino County. However, the City is within an SUA (Special Use Airspace) more specifically termed a Military Operations Area (MOA). An MOA is an area of airspace designated for military training activities and requires the City to notify the appropriate military office when it proposes to amend or adopt a new General Plan or when large development projects are proposed. A program has been added requiring these tasks to be accomplished.

Crime prevention and environmental design (CPTED)

CPTED is defined as "the proper design and effective use of the built environment that can lead to a reduction in the fear and incidence of crime and an improvement in the quality of life." There are ten key principals and associated strategies communities should consider when applying the CPTED framework to the design, development, redevelopment, and maintenance of buildings and community spaces:

1. **Natural Surveillance**— *the design and placement of physical features to maximize visibility and surveillance.* Keeping intruders easily observable by maximizing visibility.

Key strategies include the design, placement, and lighting of doors, windows, walkways, gathering areas, roadways, and structures. The objectives are to eliminate hiding places and increase the perception of human presence or supervision.

2. **Natural Access Management**— *the physical guidance of people and vehicles.* Designing streets, sidewalks, building entrances, and neighborhood gateways to clearly indicate public routes and discouraging access to private areas.

Key strategies include the use of real or perceived barriers such as fencing or plantings, and other way finding elements such as lighting, signage, and artwork. The objectives are to provide orientation and a pedestrian-friendly environment and to discourage would-be offenders by making noncompliance obvious.

3. **Territorial Reinforcement**— *the use of physical attributes to delineate space and express a positive sense of ownership.* Increased definition of private space to create a greater sense of ownership and territorial control of an area.

Key strategies include the use of art, signs, landscaping, and boundary treatments as well as the orientation and strategic placement of buildings. The objectives are to define borders, express ownership, and communicate a space is cared for and protected.

4. **Physical Maintenance**—*the repair, replacement, and general upkeep of a space, building, or area.*

Key strategies include the use of low-maintenance landscaping and architectural materials, trash collection and removal, and other programs to maintain a clean and orderly environment. The objective is to allow for the continued use of a space for its intended purpose.

5. **Order Maintenance**—*the attention to minor violations and reduction of opportunities for inappropriate behavior.*

Key strategies include posting rules and expectations, using graffiti- and vandalism-resistant materials, and imposing quick, fair, and consistent consequences for violations. The objectives are to foster safe, orderly, and predictable behaviors.

6. **Activity Support**—*the planning and placement of safe activities.*

Key strategies include sidewalk and street level activities, such as markets, fairs, and festivals, in key community areas. The objective is to increase the number of people using a space, thereby enhancing visibility, social comfort and control.

7. **Social Capital**—*the social trust, norms, and networks people draw upon to solve common problems, foster civic engagement, and discourage inappropriate behaviors.*

Key strategies include designated gathering areas, social events, community programs, and communication protocols or equipment. The objective is to encourage communication, trust, and collaboration among stakeholders and also with the governmental agencies that serve them.

8. **Land Use and Community Design**—*the distribution, location, and amount of land for various uses; their density and intensity; and the design elements, strategies, and overall character of a planning area.*

Key strategies include team training for professionals involved in planning and development activities, solicitation of community public safety concerns and collaboration in problem solving, and incorporation of CPTED principles into planning processes. The objectives are to create, or recreate, and manage built environments in a manner that includes considerations for public safety.

9. **Target Hardening**— *the making of potential targets resistant to criminal attack.* Using features such as window locks and dead bolts that prohibit entry or access. The City could naturally reduce crime by encouraging development projects to use these CPTED tools. Educating City staff on how CPTED principles can reduce crime and offering incentives to residential and commercial builders who incorporate CPTED principles into their project design could reduce crime and the overall need for policing in the City.

Key strategies include the reinforcement of entry and exit features, law enforcement or security presence, and security devices such as locks, alarms, and cameras. The objectives are to increase the efforts that offenders must expend and the risk of their being identified or apprehended in committing an offense.

10. **Natural Imperatives**—*ensuring access to necessary goods and services including natural light, clean air and water, healthy foods, physical activity, employment, and housing.*

Key strategies include pedestrian amenities, public parks, accessible transit systems, quality food sources, and education and employment opportunities. The objective is to promote healthy behaviors and reduce mental fatigue and associated risky behaviors by meeting the biological, social, and economic needs of the population.

A program has been added to require the use of CPTED when reviewing housing development projects.

Safety and high density housing management

The Ukiah Police Department has participated in a program that brings law enforcement together with the owners and managers of high density housing complexes to devise strategies for keeping the facilities safe. While funding for the program remains uncertain, the Police leadership believe it represents the best approach to increasing safety and reducing police calls to high density apartment complexes.

Are there affordable housing units in the community that are at-risk of being converted to market rate units?

There are affordable housing units throughout California which were built 30 years ago with federal low-interest mortgages from the U. S. Department of Housing and Urban Development with an agreement that the rents of these units be kept at a level affordable to low income

households. State Government Code §65863.10 requires owners of such projects to provide at least nine months notice of contract termination or prepayment of federal assistance to tenants and public agencies. State law requires an analysis cover a ten-year period, and be divided into two periods, coinciding with updates of the Housing Element. There are three general cases that can result in the conversion of publicly assisted units:

1. Prepayment of HUD Mortgages: Section 221(d)(3). Section 202 and Section 236: A Section 221(d)(3) is a privately owned project where the U. S. Department of Housing and Urban Development (HUD) provides either below market rate loans or a subsidy to the tenants. With Section 226 assistance, HUD provides financing to the owner to reduce the costs for tenants by paying most of the interest on a market rate mortgage. Additional rental subsidy may be provided to the tenant. Section 202 assistance provides a direct loan to non-profit organizations for project development and rent subsidy for low income tenants. Section 202 provides assistance for the development of units for physically handicapped, developmentally disabled, and chronically mentally ill residents.
2. Opt-outs and expirations of project based Section 8 contracts: Section 8 is a federally funded program that provides subsidies to the owner of a pre-qualified project for the difference between the tenant's ability to pay and the contract rent. Opt-outs occur when the owner of the project decides to opt-out of the contract with HUD by pre-paying the remainder of the mortgage. Usually, the likelihood of opt-outs increases as the market rents exceed contract rents.
3. Other: Expiration of the low income use period of various financing sources, such as the Low-Income Housing Tax Credit (LIHTC), Bond financing, density bonuses, California Housing Finance Agency (CFHA), Community Development Block Grants (CDBG) and HOME funds and redevelopment funds. Generally, bond-financing properties expire according to a qualified project period or when the bonds mature. Former properties funded with Redevelopment Agency funds generally require a minimum affordability term of 30 years.

There is one subsidized housing development that was at risk of conversion to market rate. However, according to ownership, Ukiah Autumn Leaves, a non-profit tax exempt corporation has extended its Section 8 project based voucher financing. The result is the project will not convert to market rate for at least an additional 10 years.

While the need is limited, this Housing Element includes a Program calling for the establishment of an *At-Risk Unit Program* to address the issue of at-risk unit loss.

Table 24 – Multi-Family Projects on the Market in 2013

Name/Address	Asking Price	Units	Price/Unit	Year on Market
740 El Rio Street	\$249,000	2	\$124,500	2013
Mason Street	\$895,000	8	\$111,875	2013

State Street	\$1,150,000	3	\$383,333	2013
Average			\$206,569	

Source: www.loopnet.com

The City will contact qualified non-profit organizations or other agencies and explore opportunities to assist and facilitate the transfer ownership of "at risk" units. Potential funding sources may include:

- The City of Ukiah General Fund
- State Department of Housing and Community Development
- Mendocino County Housing Authority
- Burbank Housing Development Corporation

A Note on Greenhouse Gas Emissions and Global Warming

The greenhouse effect is a natural phenomenon whereby the Earth's heat is trapped in the atmosphere by certain gases. Greenhouse gases thus contribute to maintaining a surface temperature on Earth favorable to life. Industrialization and the population explosion that have occurred over the past 200 years have been accompanied by a substantial increase in the use of fossil fuels such as coal, oil and natural gas, thus leading to an equally considerable increase in greenhouse gas emissions in the atmosphere. The additional greenhouse gas emissions have in turn exacerbated the greenhouse effect, which appears to be the cause of the increase in the temperature of the Earth's surface and the lower layers of its atmosphere.

According to California Assembly Bill 32, "Global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California. The potential adverse impacts of global warming include the exacerbation of air quality problems, a reduction in the quality and supply of water to the state from the Sierra snowpack, a rise in sea levels resulting in the displacement of thousands of coastal businesses and residences, damage to marine ecosystems and the natural environment, and an increase in the incidences of infectious diseases, asthma, and other human health-related problems."

The Legislature also found that Global warming "will have detrimental effects on some of California's largest industries, including agriculture, wine, tourism, skiing, recreational and commercial fishing, and forestry. It will also increase the strain on electricity supplies necessary to meet the demand for summer air-conditioning in the hottest parts of the state."

What Are the Sources of Greenhouse Gases? In the U.S., our greenhouse gas emissions come mostly from energy use and fossil fuel combustion (automobiles). These are driven largely by automobile use, the current manner of economic growth, fuel used for electricity generation, and weather patterns affecting heating and cooling needs. Energy-related carbon dioxide emissions, resulting from petroleum and natural gas, represent 82 percent of total U.S. human-made greenhouse gas emissions. Transportation causes 38% of greenhouse gas emissions in California.

Land Use and Greenhouse Gas: Over the past 50 years, urban sprawl in the immediate vicinity of Cities has increased dramatically. Locally, urban development has occurred in an unstructured manner outside the Ukiah City limits.

These resulting areas are characterized by low-density; have increased distances between residential areas and workplaces, businesses and services; are ill suited to modes of transportation other than the automobile; have relatively less attractive central areas; and many have vacant lots and underused or abandoned buildings.

Increase in automobile trips: Sprawling low density urban development generates automobile trips that lead to substantial greenhouse gas emissions and, more specifically, carbon dioxide (CO₂) emissions. Indeed, the automobile is the preferred if not the only possible choice for transportation. As public transit choices, walking and cycling are often unavailable, uneconomical, or inaccessible. Moreover, in urban areas, an increase in the use of the automobile is accompanied by an increase in the number of vehicle trips and in the distances traveled.

Conclusion: In response to greenhouse gas emissions and global warming, as well as other basic planning principals, a Guiding Principle for future housing development is to promote green and sustainable building, water conservation, energy efficiency, pedestrian orientation, and careful infill development.

Implementing programs are included to fulfil this Guiding Principle.

Opportunities for Energy and Water Conservation

There are positive opportunities for fulfilling the Guiding Principle to increase energy and water conservation and efficiency in housing developments.

Energy Conservation: The City is currently operating a housing rehabilitation program with the use of HOME grant funds. This program requires recipients to focus on energy efficiency measures and to date nearly \$400,000 has been utilized to improve existing housing units. The City is poised to continue this program if successful in securing additional HOME grant funds in the future.

The City also owns its own electric utility and offers a number of energy conservation incentives and rebates for residential development. These include:

- Energy Efficiency & Solar Program
- Energy Efficiency Air Conditioning and Heat Pump Rebate Program
- Weatherization Rebate Program
- Energy Efficiency Water Heater Rebate Program
- Energy Efficiency Appliance Rebate Program
- Residential Lighting Program

The programs include higher incentive rebate amounts for lower income households.

The City is committed to continuing these programs and not only encouraging energy conservation, but taking the steps to really making it happen.

Water Conservation: The City has been proactive in water conservation matters and offers both indoor and outdoor water conservation tips on its website. The Planning Commission has

consistently raised water conservation issues when reviewing proposed development projects and routinely requires native drought tolerant plant species in landscaping plans.

The City is committed to continuing these approaches to water conservation.

Housing Goals

Table 25 - 2009-2014 and 2014-2019 Housing Goals Comparison

2009 -14 Housing Goals	2014 - 2019 Housing Goals
Goal H-1: Conserve, rehabilitate, and improve the existing housing stock to provide adequate, safe, energy efficient, and decent housing for all Ukiah residents.	Goal H-1: Conserve, rehabilitate, and improve the existing housing stock to provide adequate, safe, energy efficient, and decent housing for all Ukiah residents.
Goal H-2: Provide housing for all economic segments of the community.	Goal H-2: Provide housing for all economic segments of the community.
Goal H-3: Expand affordable housing opportunities for persons with special housing needs such as the homeless, mentally ill, physically disabled, households with very low to moderate incomes, senior citizens, farm workers, female heads of households with children under 18 years old, and first time homebuyers.	Goal H-3: Expand affordable housing opportunities for persons with special housing needs such as the homeless, mentally ill, physically disabled, households with very low and low to moderate incomes, senior citizens, farm workers, female heads of households with children under 18 years old, first time homebuyers and the developmentally disabled.
Goal H-4: Promote well planned and designed housing opportunities for all persons regardless of race, gender, age, sexual orientation, marital status or national origin.	Goal H-4: Promote well planned and designed housing opportunities for all persons regardless of race, gender, age, sexual orientation, marital status or national origin.
Goal H-5: Use land effectively to meet housing needs and to implement smart growth, green building, and sustainable development policies with a focus on infill development.	Goal H-5: Use land effectively to meet housing needs and to implement smart growth, green building, and sustainable development policies with a focus on infill development.
Goal H-6: Maintain a collaborative working relationship with all groups and organizations dedicated to providing affordable housing in the community, and ensure broad public participation in the development of housing goals and policies.	Goal H-6: Maintain a collaborative working relationship with all groups and organizations dedicated to providing affordable housing in the community, and ensure broad public participation in the development of housing goals and policies.

Housing Goals and Policies

What do we want to Happen?

Goal H-1

“We want to conserve, rehabilitate, and improve the existing housing stock to provide adequate, safe, energy efficient, and decent housing for all Ukiah residents.”

Policies to Support Goal H-1 H-1.1: Promote and encourage the rehabilitation of existing residential units. H-1.2: Promote the use of sustainable and/or renewable materials and energy technologies (such as solar and wind) in rehabilitated housing when possible. H-1.3 Preserve at-risk housing units. H-1.4 Improve the safety for residents at high density apartment complexes.	
Implementing Tasks <i>How Results Will be Achieved</i> H-1.a: By the end of 2016, develop and implement a residential rehabilitation program with an emphasis on improving safety, comfort and energy efficiency. H-1.b: Work with the City Public Utility Department to potentially expand the City's Energy Efficiency Public Benefits Fund. H-1.c: Provide informational materials to the public regarding sustainable and green building materials. H-1.d: Consider measures that would preserve/conserve existing mobile home parks, such as a mobile home rehabilitation program, conversion to ownership program, infrastructure improvement incentives, rent stabilization, etc. H-1.e Develop an At-Risk Units Program: Maintain an inventory of at-risk affordable housing units and work with property owners and non-profit affordable housing organizations to preserve these units by identifying and seeking funds from Federal, State, and local agencies to preserve the units. H-1.f Work closely with the Ukiah Police Department and local apartment complex managers to keep housing safe. Consider funding mechanisms for increasing public safety. H-1.g Refer all proposed General Plan amendments to the appropriate military offices for review and comment. Revise the planning permit application form to include this step of referral.	
Tracking Progress <i>How Success Will be Measured</i> Measuring success is the key to knowing if the goal of Conserve, rehabilitate, and improve the existing housing stock is being pursued and if progress is being made. To track progress, the annual General Plan Housing Element Progress Report must ask and answer the following questions:	

- What progress has been made to Conserve, rehabilitate, and improve the existing housing stock?
- What specific tasks are planned for the next year that will increase success?
 - Has internal consistency with other Elements of the General Plan been achieved and maintained?

Why is this Goal important?

The 2008 Housing Conditions Survey revealed that 77% of the local housing stock was more 25 years old, and that 37% or 1,445 units needed moderate repairs, 0.9% need substantial repairs, or and (23.4%) minor repairs. Additionally, the survey found that 567 residential units needed window replacement or repair, and only 44% of the units showed evidence of window insulation. In 2014, this housing stock has aged further.

A decent place to live is basic to human dignity and helps define a community's quality of life. The current housing situation in Ukiah does not provide enough decent housing for extremely low income, very low income, low income, and persons in special need. It restricts opportunity for seniors and young adults to remain in the community. It limits the ability of teachers and other public service employees, people who work in local businesses and people who provide child care and elder care to find housing so that they can live in the community where they work.

How do the Goal and Policies Relate to the Guiding Principles?

One of the Guiding Principles is to promote and support green and sustainable building, increase energy efficiency, and respond to climate change. This goal and associated policies correspond directly to this Guiding Principle.

Goal H-2 "We want to provide housing for all economic segments of the community."
Policies to Support Goal H-2 H-2.1: Ensure that adequate residentially designated land is available to accommodate the City's share of the Regional Housing Need. H-2.2: Continue to allow placement of manufactured housing units on permanent foundations in residential zoning districts. H-2.3: Encourage new condominium development to provide housing for persons desiring to "scale-down" their housing circumstances and to provide broader opportunities for first-time

home buyers and moderate income persons.

H-2.4: Continue to consider and explore HOME grant, CDBG and other funding sources to facilitate housing affordable to extremely low, very low and low income households.

H-2.5: Continue to support the Ukiah Homeless Service Planning Group and homeless support services in all ways feasible.

H-2.6 Promote the construction of new market rate single-family units.

Implementing Tasks ***How Results Will be Achieved***

H-2.a: Provide copies of the inventory of vacant and underdeveloped land for public distribution.

H-2.b: Work with public transit providers and developers to encourage housing development located close to public transit facilities.

~~**H-2.c:** Provide reduced planning permit application fees for residential second dwelling units.~~

H-2.d: Review the zoning code and determine if any constraints to condominium developments and cooperative living projects exist, and if so, eliminate the constraints.

H-2.e: As Staff and resources allow, assist the Ukiah Homeless Services Planning Group in all ways possible.

H-2.f: The zoning code shall be amended to allow homeless facilities without the requirement for a Use Permit in the M Manufacturing zoning district. The zoning code shall require a Site Development Permit and facility management plan, and reasonable site development standards for homeless facilities, pursuant to California Government Code Section 65583.

H-2.g: Do not permit the conversion of rental units to condominium units unless the City's amount of rental units is sufficiently adequate.

H-2.h: Do not permit the conversion of single family residential homes to professional offices unless the City's amount of residential units is sufficiently adequate.

H-2.i: Adopt an Inclusionary Housing Ordinance by 2017 that requires below-market rate housing to be included as part of residential projects as follows:

1. 20 percent of the units in a rental housing project of five or more units shall be affordable to very low and low-income households.
2. 20 percent of the units in a for-sale project of five or more units shall be affordable to very low to moderate-income households.
3. All housing projects involving 2 to 4 units shall pay a housing impact fee if established by the City.

4. Alternative methods of meeting the intent of the inclusionary requirements such as the payment of an in-lieu fee deposited in the Housing Fund, or providing land for the construction of affordable units may be permitted under certain circumstances.
5. Inclusionary units shall be constructed, rather than in-lieu fees being paid for larger housing developments. The threshold for this requirement shall be established in the Zoning Ordinance.
6. The amount of in-lieu fees shall be established by a resolution of the City Council and bear a relationship to the difference between the sales price between market-rate versus affordable housing units.
7. The allocation of inclusionary units among the income categories shall resemble the proportion of extremely low, very-low, low, and moderate income units identified in the Regional Housing Needs Determination to the maximum feasible extent.

H-2.j: Adopt the following minimum standards for inclusionary housing units:

1. The exterior appearance of inclusionary units shall not be different than for other units in the housing development of which they are a part; and
2. Inclusionary units shall be dispersed or distributed throughout the development rather than being concentrated in one portion of the development.

H-2.k: Prepare a Nexus Study by 2017 to determine if a nexus can be established requiring the developers of large residential and commercial projects to construct needed affordable housing units on site or in another appropriately zoned location near the place of employment and/or pay a housing impact fee. If a nexus can be established, adopt the affordable housing requirement or housing impact fee. The Nexus Study shall include an analysis of housing impacts on public safety and the possible development of a Public Safety Impact fee for certain types of development.

H-2.l: Identify and meet with nonprofit builders who specialize in building housing for extremely low-income households. This effort is designed to build a long-term partnership in development, gain access to specialized funding sources, identify the range of local resources and assistance needed to facilitate the development of housing for extremely low-income households, and promote a variety of housing types, including higher density, multifamily supportive, single room occupancy and shared housing.

H-2.m: Work in conjunction with other agencies to jointly develop and implement a program that is designed to address the needs of the extremely low income households in the City. At least annually and on an on-going basis contact agencies and developers to facilitate implementing the program. Actions to be considered for inclusion in the program include prioritizing City/RDA funding, supporting grant and other applications for funding, and exploring housing types and construction methods to promote housing for ELI citizens.

H-2.n: Amend the zoning ordinance to be consistent with Senate Bill 2. All transitional and supportive housing shall be considered a residential use and only those restrictions that apply to other residential uses of the same type (single family residential, duplex, multi-family, etc.) shall be imposed.

H-2.o: Post the sites inventory map and housing development in commercial zones information on the City's website and prepare hard-copy informational handout material for property owners

and developers.

H-2.p: Within 1-year of adoption of the Housing Element, conduct a roundtable meeting with non-profit housing sponsors and developers to educate and share information about vacant and underutilized sites, the planned development tool, the lot consolidation process, and incentives offered by the City.

H-2.q: To ensure adequate sites are available throughout the planning period to meet the City's RHNA, the City will continue to annually update an inventory that details the amount, type, and size of vacant and underutilized parcels to assist developers in identifying land suitable for residential development and that also details the number of extremely low-, very low-, low-, and moderate-income units constructed annually. If the inventory indicates a shortage of available sites, the City shall rezone sufficient sites to accommodate the City's RHNA.

The City has identified residential capacity within the mixed use zone to accommodate 284 units of the City's RHNA for lower-income households. To ensure sufficient residential capacity is maintained within this zone to accommodate the identified need of 284 units, the City will develop and implement a formal ongoing (project-by-project) evaluation procedure pursuant to Government Code Section 56863. Should an approval of commercial development result in a reduction of capacity within mixed use zones below the residential capacity needed to accommodate the remaining need for lower-income households, the City will identify and zone sufficient sites to accommodate the shortfall on land zones exclusively for residential multifamily use allowing at least 16 du/acre.

H-2.r: Facilitate the consolidation of smaller, multi-family parcels by 1) publicizing the underutilized sites inventory on the City's website, and 2) providing technical assistance to property owners and developers in support of lot consolidation. To encourage development of quality housing at prices lower income households can afford on smaller, multi-family parcels, the City will meet with non-profit sponsors and developers to promote strategies and the creation of lot consolidation incentives.

H-2.s Pursue annexation of land that can accommodate single-family residential development.

Tracking Progress

How Success Will be Measured

Measuring success is the key to knowing if the goal of providing housing for all economic segments of the community is being pursued and if progress is being made. To track progress, the annual General Plan Housing Element Progress Report must ask and answer the following questions:

- What progress has been made to housing for all economic segments of the community? What specific tasks have been accomplished?
- What specific tasks are planned for the next year that will increase success?
- Has internal consistency with other Elements of the General Plan been achieved and maintained?

Why are this Goal and these Policies important?

This Goal and its associated policies are important because they ensure an ongoing effort to provide clean and safe shelter to all citizens in need.

How do the Goal and Policies Relate to the Guiding Principles?

This goal and its associated policies relate directly to Guiding Principal number 1.

Goal H-3 “We want to expand affordable housing opportunities for persons with special housing needs such as the elderly, homeless, mentally ill, physically disabled, households with very low to moderate incomes, senior citizens, Female heads of households with children under 18 years old, and first time homebuyers.”
Policies to Support Goal H-3 H-3.1: Establish working relationships with local groups and organizations that provide special needs housing. H-3.2: As Staff resources allow, be aggressive in pursuing State and Federal funding for very low, low and moderate income housing developments, particularly for those with special needs such as senior citizens. H-3.3: Allow senior housing projects to be developed with parking requirements less stringent than those specified in the Zoning Ordinance, where found to be consistent with maintaining the character of the surrounding neighbourhood. H-3.4: Provide density bonuses to projects that provide a required percentage of total units affordable to very-low and low-income households and for units meeting the special housing needs identified in this Element. H-3.5: Identify and support programs that address the housing needs of special needs groups and work with local organizations that can address their housing needs. H-3.6: Utilize the housing rehabilitation program to fund the construction of renovations and improvements that improve the accessibility to housing for seniors and persons with disabilities and developmentally disabled . H-3.7: Encourage affordable housing for first time homebuyers, and young families.
Implementing Tasks <i>How Results Will be Achieved</i> H-3.a: Special Needs Rental Housing: Support applications to State and federal agencies such as HCD, State Treasurer’s Office, HUD and USDA for affordable rental housing financing to provide

shelter for very low-income families and special needs households.

H-3.b: Increase housing opportunities for persons with disabilities consistent with the fair housing and disability laws, and encourage physical access to and within residential units and areas during the development review process.

H-3.c: Review the zoning code and consider eliminating regulatory constraints to special needs housing projects.

H-3.d: Continue to support and assist farmworker housing advocates by providing technical assistance with development applications; lower planning application fees for affordable housing projects, and identifying potential sites for farm worker housing.

H-3.e: Amend the zoning code to define and allow Single Room Occupancy (SRO) developments in the Medium Density (R-2) and High Density (R-3) zoning districts.

Tracking Progress

How Success Will be Measured

Measuring success is the key to knowing if the goal of expanding affordable housing opportunities for persons with special housing needs is being pursued and if progress is being made. To track progress, the annual General Plan Housing Element Progress Report must ask and answer the following questions:

- What progress has been made to expand affordable housing opportunities for persons with special housing needs? What specific tasks have been accomplished?
- What specific tasks are planned for the next year that will increase success?
- Has internal consistency with other Elements of the General Plan been achieved and maintained?

Why are this Goal and these Policies important?

This goal and its associated policies are important because one of the important identified housing needs in the City of Ukiah is clean and safe housing for citizens with special needs.

How do the Goal and Policies Relate to the Guiding Principles?

This goal and its associated policies relate directly to Guiding Principal number 1.

Goal H-4 “We want to promote well planned and designed housing opportunities for all persons regardless of race, gender, age, sexual orientation, marital status or national origin.”
Policies to Support Goal H-4 H-4.1: Continue to promote non-discrimination in housing in Ukiah. H-4.2: Work with local housing providers to understand local discrimination issues and what steps can be taken to resolve those issues.
Implementing Tasks <i>How Results Will be Achieved</i> H-4.a: Continue to refer housing discrimination complaints to Legal Services of Northern California, State Fair Employment and Housing Commission, and the U.S. Department of Housing and Urban Development (HUD). H-4.b: Distribute housing discrimination public information and make it available at the Ukiah Civic Center and on the City’s website.
Tracking Progress <i>How Success Will be Measured</i> Measuring success is the key to knowing if the goal of promoting well planned and designed housing opportunities for all persons is being pursued and if progress is being made. To track progress, the annual General Plan Housing Element Progress Report must ask and answer the following questions: • What progress has been made to expand affordable housing opportunities for persons with special housing needs? What specific tasks have been accomplished? • What specific tasks are planned for the next year that will increase success? • Has internal consistency with other Elements of the General Plan been achieved and maintained?

Why are this Goal and these Policies important?

This goal and its associated policies are important because in the City of Ukiah housing is a right not a privilege, and clean and decent housing must be available to all citizens.

How do the Goal and Policies Relate to the Guiding Principles?

This goal and its associated policies relate directly to Guiding Principal number 1.

Goal H-5

"We want to use land effectively to meet housing needs and to implement smart growth, green building, and sustainable development policies with a focus on infill development."

Policies to Support Goal H-5

H-5.1: Housing Design: Assure that new housing is well-designed to enhance Ukiah's neighborhoods and the community as a whole.

H-5.2: Housing Design: Support and encourage affordable housing projects that use sustainable and green building design and techniques.

H-5.3: Innovative Site Design: Support and encourage compact infill development that provides extremely low, very low, low or moderate income level housing that is safe, liveable.

H-5.4: Mixed Use: Encourage the development of mixed residential and commercial uses in the commercial zoning districts where the viability of the commercial activities would not be adversely affected.

H-5.5: Live/Work Developments: Encourage live/work housing developments particularly in the Downtown. Live/work units provide local workforce affordable housing, generate additional economic activity in the community, and improve the jobs/housing balance. Encourage opportunities for live/work developments where housing can be provided for workers on-site or caretaker or other types of housing can be provided in appropriate locations.

H-5.6: Infill Development: Support careful well-designed infill housing development in areas currently served by City services.

H-5.7: Sustainable Development: Encourage and support sustainable site planning and development.

Implementing Tasks

How Results Will be Achieved

H-5.a: Apply the CEQA Infill Exemption when possible and perform expedited review for well designed, compact projects using green and sustainable design and building techniques.

H-5.c: Prepare and present a green building/sustainable development incentive tool(s) for consideration that could include expedited permit processing, density bonuses and relief from parking and other zoning requirements.

H-5.d: Green Building Codes: Consider Amending the building and zoning codes to identify and remove constraints to green-building, resource conservation, and alternative energy generation and establish green building and sustainable practice requirements for new developments, remodels and retrofits. Topics to be included are: Green building materials and practices, Passive solar design and siting, Energy efficient heating and cooling technology, Alternative water

storage, wastewater treatment and reclamation, and storm-water management systems

H-5.e: Continue to administer the solar and energy efficiency rebate programs.

H-5.f: Assist developers and housing development agencies in incorporating green building, energy conservation, and alternative energy generation into their projects by providing information about resources and links to local organizations such as local renewable energy system designers and installers, rebates, energy-rating systems, and funding, on the Housing Resources website.

H-5.g: Promote energy and water conservation education programs that address steps to energy and water efficiency, benefits of weatherization and weatherization assistance programs, and information of onsite renewable energy generation technologies and financing options.

H-5.h: Promote stormwater management systems for multi-family housing developments that have multiple benefits such as bio-swales to reduce downstream flooding, contamination of streams and rivers, fire hazard, and irrigation needs and to distribute stormwater and recharge groundwater.

H-5.i: Reduce electricity and natural gas demands by promoting the use of renewable energy technologies in residential and mixed-use projects. Strongly promote solar energy generation, use of solar water heaters, and passive solar design in new housing and, especially, multi-family housing both prior to and during project review.

H-5.j: Work with developers to create residential neighborhoods with mixed housing densities, types, and housing affordability levels that promote human interaction, neighborhood-scale services and facilities, safety, and connectivity to schools, neighborhoods, and commerce.

Tracking Progress

How Success Will be Measured

Measuring success is the key to determining if land is being used effectively to meet housing needs and to implement smart growth, green building, and sustainable development policies, and if progress is being made. To track progress, the annual General Plan Housing Element Progress Report must ask and answer the following questions:

- What progress has been made to determining if land is being used effectively to meet housing needs and to implement smart growth, green building, and sustainable development policies? What specific tasks have been accomplished?
- What specific tasks are planned for the next year that will increase success?
- Has internal consistency with other Elements of the General Plan been achieved and maintained?

Why are this Goal and these Policies important?

The goal and its associated policies are important because the City recognizes that the way in which housing is designed and constructed, and where it's constructed can adversely impact

neighborhoods, the City, the region, the state, and ultimately the health of the planet. We want progressive, healthy, and safe housing for all residents.

How do the Goal and Policies Relate to the Guiding Principles?

This goal and its policies directly relate to Guiding Principle No. 4

Goal H-6 "We want to maintain a collaborative working relationship with all groups and organizations dedicated to providing affordable housing in the community, and ensure broad public participation in the development of housing goals and policies."
Policies to Support Goal H-6 H-6.1: Continue to encourage and facilitate public participation in the formulation and review of the City's housing and development policies. H-6.2: Assume a Leadership Role in the development of all types of needed housing in the community.
Implementing Tasks <i>How Results Will be Achieved</i> H-6.b: Develop a Housing Resources webpage that may be used to facilitate the development and improvement of affordable housing. Included on the webpage could be items such as funding resources, affordable housing development agencies and developers, energy conservation and green-building resources and services. H-6.c: Conduct periodic meetings with developers, non-profit housing development agencies, the Ukiah Police Department and others to identify constraints to development of affordable housing and use the information gained to consider zoning code amendments.
Tracking Progress <i>How Success Will be Measured</i> Measuring success is the key to determining if a collaborative working relationship with all groups and organizations is being maintained and if broad public participation is occurring. To track progress, the annual General Plan Housing Element Progress Report must ask and answer the following questions: • What specific tasks are planned for the next year that will increase success?

- Has internal consistency with other Elements of the General Plan been achieved and maintained?

Why are this Goal and these Policies important?

This goal and its associated policies are important because communication and relationship building in the community is essential to understanding and successfully addressing the true housing needs.

How do the Goal and Policies Relate to the Guiding Principles?

This goal and its policies are fundamental to all the Guiding Principles.

Five Year Quantified Objectives

	Extremely low	Very Low	Low	Moderate	Above Moderate
Construction	9	11	7	7	20
Rehabilitation	15	5	5	0	0
Conservation Preservation	15	15	15	0	0
TOTAL	39	31	27	7	20

Construction: Construction of housing and housing starts of all types has slumped dramatically over the past several years. However, the City is working with a number of local housing developers to potentially create new senior and student housing opportunities.

Rehabilitation: The City is currently administering a housing/sewer lateral testing and rehabilitation program using \$500,000 of HOME grant funds. The eligible recipients extremely low, very low and low income property owners. It is anticipated that the average sewer lateral rehabilitation project will utilized approximately \$20,000 in funds, so that the City expects to complete a total 25 projects with the currently available funding.

Conservation/Preservation: Implementation measures are included to preserve and conserve existing residential units. Measure H-1.d calls directs the City to consider steps to preserve and conserve the existing 462 affordable mobile home units that house a significant number of extremely low income seniors. Such steps could potentially include a specific rehabilitation program for mobile home units. The 462 mobile home units were surveyed in 2009 and it was discovered that the majority of the 135 survey responses received were from senior tenants in the extremely low and very low income category. These are the units that are targeted for preservation/conservation.

NOTE:

Extremely Low 1-person household: \$11,250
 Very Low 1-person household: \$19,550
 Low 1-person household: \$31,250

Annual Reporting

California Government Code Section 65400 requires each city and planning agency to prepare an annual report on the status of the General Plan housing element and its progress with implementation. The annual reports are required to contain the following information:

1. A cover sheet with the name and mailing address of the reporting local government, the name, phone, fax and email numbers for the contact person, and the calendar year of the reporting period.
2. The following data for assessing progress in meeting the local government's regional housing needs allocation ("RHNA"):
3. Total allocation of housing units for the RHNA planning period and allocation by household income levels (i.e., very low, low, moderate, above moderate).
4. Number of permits for new residential units actually issued by the local government for each year of the RHNA planning period by household income level (i.e., very low, low, moderate, above moderate).
5. Total number of permitted units by household income level, total number of permitted units issued by year, the unfulfilled regional housing need allocation by household income level, and the total remaining unfulfilled RHNA.
6. For each housing development affordable to moderate- or lower-income households including mixed-income multifamily projects for which building permits were issued during the reporting period, the following information:
 - Identifying information for each project (e.g., address, intersection, or assessor's parcel number).
 - Unit category (i.e., single family, 2-4 units, 5 or more units, second-unit, mobilehome).
 - Tenure of the unit(s) (i.e., owner or renter), where apparent at time of project application.
 - Total number of units affordable to each of the following household income groups at initial occupancy: very low-income, low-income, moderate-income and above moderate-income when included as part of a mixed-income multifamily development.
 - Monetary/financing programs used to achieve affordability (e.g., state, federal, or local financial assistance, and including tax credits and bond financing).

- Non-monetary programs used to achieve affordability and utilizing some form of deed restrictions or covenants running with the land (e.g., density bonus, inclusionary zoning).
 - Any other methods used to achieve affordability at initial occupancy and including an explanation of how the affordability of the units was determined. For units that are affordable to lower- or moderate-income households without direct governmental assistance, the report shall include the initial projected sales price or rent of the unit, and the maximum qualifying household income levels applicable at the time of initial sale or rent as determined pursuant to Health and Safety Code sections 50052.5(b) and 50053(b) and California Code of Regulations, Title 25, Division 1, Chapter 6.5, Sections 6918 and 6920
7. Report the total number of units affordable to above moderate-income households for which building permits were issued during the reporting period by unit category (i.e., single family, 2-4 units, 5 or more units, second-unit, and mobilehome).
 8. For each program identified in the housing element pursuant to the requirement of subdivision (c) of Government Code 65583, the following information:
 - Name of the program.
 - Objective of the program as set forth in the housing element.
 - Deadline for achieving the objective as set forth in the housing element.
 - Status of program implementation as of the end of the annual reporting period listing dates of specific milestones or accomplishments, and quantified to the extent applicable and possible (e.g., 25 acres rezoned to R-4 on June 1st).
 9. Notwithstanding the foregoing, for a city or county which has issued permits for 1,500 or more multifamily units in the reporting period, the following reporting requirements apply:
 - The city, county, or city and county is not required to report the information required by section (c) above on a project-by-project basis for projects of less than 25 units, but may report the information as summary data for the reporting period.

Information related to affordability on the units in projects of less than 25 units may be provided based on information other than building permit information. However, if the information is not based on building permits, the jurisdiction must provide an explanation as to how these units were determined to be assigned to the reporting period. Upon request by the Department, the city or city and county shall provide back-up documentation for the information provided.

The City will review its annual reports with the Planning Commission and City Council and will submit them to the State Department of Housing and Community Development.

Consistency with Other General Plan Elements

The Draft General Plan Housing Element Update has been guided by the Vision Statement and goals and policies of the existing General Plan. The General Plan Vision Statement includes the following:

We Envision.....development that provides a mix of housing types and process.”

The Draft updated Housing Element fulfills this vision.

Preliminary review of the goals and policies of other General Plan Elements reveals no inconsistencies and therefore no need to amend the General Plan. Specifically, no proposed goal, policy, or implementing program requires a modification to General Plan land use classifications, street levels of service, infrastructure policies, open space goals, or natural resource protection policies.

As housing development projects are proposed and the City or Redevelopment Agency undertakes housing activities, the goals and policies of all General Plan Elements/Chapters are examined to ensure consistency. In the event that a proposed project or housing activity is inconsistent with the General Plan, the project applicant or City Staff could initiate an amendment to the Plan to accommodate the project or activity. This process involves internal staff review, CEQA compliance, a public hearing before the Planning Commission, and a public hearing before the City Council.



APPENDIX A

Housing Program Implementation: What, Who, How Much, and When?

Implementation Program	Responsibility	Potential Funding	Time Frame
H-1.a: Residential rehabilitation program	City Staff (Planning and Community Development and Economic Development)	HOME Grant CDBG Grant	2014-2019
H-1.b: Expand the City's Energy Efficiency Public Benefits Fund.	City Staff (Electric Utility)	Public Benefits Fund	2015
H-1.c: Provide informational materials to the public regarding sustainable and green building materials.	City Staff (Planning and Community Development)	General Fund	2014-2019
H-1.d: Consider measures that would reserve/conserv existing mobile home parks such as a mobile home rehabilitation program, conversion to ownership program, infrastructure improvement incentives, rent stabilization, etc.	City Staff (Planning and Community Development)	General Fund	2015-2019
H-1.e: Develop an At-Risk Units Program: Maintain an inventory of at-risk affordable housing units and work with property owners and non-profit	City Staff (Planning and Community Development)	General Fund	2014-2019

affordable housing organizations to preserve these units by identifying and seeking funds from Federal, State, and local agencies to preserve the units.			
H-1.f Work closely with the Ukiah Police Department and local apartment complex managers to keep housing safe. Consider funding mechanisms for increasing public safety.	City Staff (Planning and Community Development)	General Fund	2014-2019
H-1.g Refer all proposed General Plan amendments to the appropriate military offices for review and comment. Revise the planning permit application form to include this step of referral.	City Staff (Planning and Community Development)	General Fund	2014-2019
H-2.a: Provide copies of the inventory of vacant and underdeveloped land for public distribution.	City Staff (Planning and Community Development)	General Fund	2014-2019
H-2.b: Work with public transit providers and developers to encourage housing development located close to public transit facilities.	City Staff (Planning and Community Development and Public Works)	N/A	Ongoing
H-2.c: Provide reduced planning permit application fees for residential second dwelling units.	City Staff (Planning and Community Development)	N/A	2009-2014
H-2.d: Review the zoning code and consider eliminating constraints to condominium Developments and cooperative living projects exist, and if so, eliminate the constraints.	City Staff (Planning and Community Development)	General Fund	2016
H-2.e: As Staff and resources allow, assist the Ukiah Homeless Services Planning Group in all ways possible.	City Staff (Planning and Community Development, RDA, and Economic Development)	General Fund	Ongoing
H-2.f: The zoning code shall be amended to allow	City Staff (Planning and Community Development)	General Fund	2016

homeless facilities without the requirement for a Use Permit in the M Manufacturing zoning district. The zoning code shall require a Site Development Permit and facility management plan, and reasonable site development standards for homeless facilities, pursuant to California Government Code Section 65583.	Development)		
H-2.g: Do not permit the conversion of rental units to condominium units unless the City's amount of rental units is sufficiently adequate.	City Staff (Planning and Community Development)	General fund	Ongoing
H-2.h: Do not permit the conversion of single family residential homes to professional offices unless the City's amount of residential units is sufficiently adequate.	City Staff (Planning and Community Development)	General fund	Ongoing
H-2.i: Adopt an Inclusionary Housing Ordinance that requires below-market rate housing to be included as part of residential projects as follows: 1. 20 percent of the units in a rental housing project of five or more units shall be affordable to very low and low-income households. 2. 20 percent of the units in a for-sale project of five or more units shall be affordable to very low to moderate-	City Staff (Planning and Community Development)	General Fund	2017

income households. 3. All housing projects involving 2 to 4 units shall pay a housing impact fee if established by the City. 4. Alternative methods of meeting the intent of the inclusionary requirements such as the payment of an in-lieu fee deposited in the Housing Fund, or providing land for the construction of affordable units may be permitted under certain circumstances. 5. Inclusionary units shall be constructed, rather than in-lieu fees being paid for larger housing developments. The threshold for this requirement shall be established in the Zoning Ordinance. 6. The amount of in-lieu fees shall be established by a resolution of the City Council and bear a relationship to the difference between the sales price between market-rate versus affordable housing units.			
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7. The allocation of inclusionary units among the income categories shall resemble the proportion of very-low, low, and moderate income units identified in the Regional Housing Needs Determination to the maximum feasible extent.			
H-2.j: Adopt the following minimum standards for inclusionary housing units: 1. the exterior appearance of inclusionary units shall not be different than for other units in the housing development of which they are a part; and 2. Inclusionary units shall be dispersed or distributed rather than being concentrated in one portion of the development.	City Staff (Planning and Community Development)	General Fund	2017
H-2.k: Prepare a Nexus Study to determine if a nexus can be established requiring the developers of large residential and commercial projects to construct needed affordable housing units on site or in another appropriately zoned location near the place of employment and/or pay a housing impact fee. If a nexus can be established, adopt the affordable	City Staff (Planning and Community Development)		2017

housing requirement or housing impact fee. The Nexus Study shall include an analysis of housing impacts on public safety and the possible development of a Public Safety Impact fee for certain types of development.			
H-2.l: Identify and meet with nonprofit builders who specialize in building housing for extremely low-income households. This effort is designed to build a long-term partnership in development, gain access to specialized funding sources, identify the range of local resources and assistance needed to facilitate the development of housing for extremely low-income households, and promote a variety of housing types, including higher density, multifamily supportive, single room occupancy and shared housing.	City Staff (Planning and Community Development)	General Fund	2015
H-2.m: Work in conjunction with other agencies to jointly develop and implement a program that is designed to address the needs of the extremely low income households in the City. At least annually and on an on-going basis contact agencies and developers to facilitate implementing the program. Actions to be considered for inclusion in the program include prioritizing City/RDA funding, supporting grant and other applications for funding, and exploring housing types and construction methods to promote housing for ELI citizens.	City Staff (Planning and Community Development)	General Fund	2015
H-2.n: Amend the zoning ordinance to be consistent with Senate Bill 2. All transitional and supportive housing shall be considered a residential use and only those	City Staff (Planning and Community Development)	General Fund	2015

restrictions that apply to other residential uses of the same type (single family residential, duplex, multi-family, etc.) shall be imposed.			
H-2.o: Post the sites inventory map and information on the City's website and prepare hard-copy informational handout material for property owners and developers.	City Staff (Planning and Community Development)	General Fund	2014
H-2.p: Within 1-year of adoption of the Housing Element, conduct a roundtable meeting with non-profit housing sponsors and developers to educate and share information about vacant and underutilized sites, the planned development tool, the lot consolidation process, and incentives offered by the City.	City Staff (Planning and Community Development)	General Fund	Immediate and ongoing
H-2.q: To ensure adequate sites are available throughout the planning period to meet the City's RHNA, the City will continue to annually update an inventory that details the amount, type, and size of vacant and underutilized parcels to assist developers in identifying land suitable for residential development and that also details the number of extremely low-, very low-, low-, and moderate-income units constructed annually. If the inventory indicates a shortage of available sites, the City shall rezone sufficient sites to accommodate the City's RHNA. The City has identified	City Staff (Department of Public Works)	General Fund	2014 and ongoing

residential capacity within the mixed use zone to accommodate 284 units of the City's RHNA for lower-income households. To ensure sufficient residential capacity is maintained within this zone to accommodate the identified need of 284 units, the City will develop and implement a formal ongoing (project-by-project) evaluation procedure pursuant to Government Code Section 56863. Should an approval of commercial development result in a reduction of capacity within mixed use zones below the residential capacity needed to accommodate the remaining need for lower-income households, the City will identify and zone sufficient sites to accommodate the shortfall on land zones exclusively for residential multifamily use allowing at least 16 du/acre.			
H-2.r: Facilitate the consolidation of smaller, multi-family parcels by 1) publicizing the underutilized sites inventory on the City's website, and 2) providing technical assistance to property owners and developers in support of lot consolidation. To encourage development of quality housing at prices lower income households can afford on smaller, multi-family parcels, the City will meet with non-profit sponsors and developers to promote strategies and the creation	City Staff (Planning and Community Development, RDA, and Economic Development	General Fund	Ongoing

of lot consolidation incentives.			
H-2.s: Identify a prime affordable housing infill site currently burdened by flood zone issues and pursue an engineering study and possible FEMA map correction to eliminate this constraint.	City Staff (Planning and Community Development, RDA, and Economic Development)	General Fund	2012
H-3.a: Special Needs Rental Housing: Support applications to State and federal agencies such as HCD, State Treasurer's Office, HUD and USDA for affordable rental housing financing to provide shelter for very low-income families and special needs households.	City Staff (Planning and Community Development, RDA, and Economic Development)	General Fund	Ongoing
H-3.b: Increase housing opportunities for persons with disabilities consistent with the fair housing and disability laws, and encourage physical access to and within residential units and areas during the development review process.	City Staff (Planning and Community Development, RDA, and Economic Development)		Ongoing
H-3.c: Review the zoning code and determine if any regulatory constraints to special needs housing projects exist, and if so, eliminate them.	City Staff (Planning and Community Development)	General Fund	2015-2016
H-3.d: Continue to support and assist farm worker housing advocates by providing technical assistance with development applications; lower planning application fees for affordable housing projects, and identifying potential sites for farm worker housing.	City Staff (Planning and Community Development)	General Fund	Ongoing
H-3.e: Amend the zoning code to define and allow	City Staff (Planning and Community Development)	General Fund	2016

Single Room Occupancy (SRO) developments in the Medium Density (R-2) and High Density (R-3) zoning districts.	Development)		
H-4.a: During fiscal year 2014-2015 prepare non-discrimination in housing public information	City Staff (Planning and Community Development	General Fund	2014-2015
H-4.b: Distribute housing discrimination public information and make it available at the Ukiah Civic Center and on the City's website.	City Staff (Planning and Community Development, RDA, and Economic Development	General Fund	2014-2015
H-5.a: Apply the CEQA Infill Exemption and perform expedited review for well designed, compact projects using green and sustainable design and building techniques.	City Staff (Planning and Community Development	N/A	Ongoing
H-5.b: Prepare and present a downtown core small lot subdivision ordinance or similar tool for consideration.	City Staff (Planning and Community Development and Public Works	General Fund	2011-2012
H-5.c: Prepare and present a green building/sustainable development incentive tool(s) for consideration that could include density bonuses and relief from parking and other zoning requirements.	City Staff (Planning and Community Development	General Fund	2015-2016
H-5.d: Green Building Codes: Consider Amending the building and zoning codes to identify and remove constraints to green-building, resource conservation, and alternative energy generation and establish green building and sustainable practice	City Staff (Planning and Community Development	General Fund	2015-2016

requirements for new developments, remodels and retrofits. Topics to be included are: Green building materials and practices, Passive solar design and siting, Energy efficient heating and cooling technology, Alternative water storage, wastewater treatment and reclamation, and storm-water management systems.			
H-5.e: Continue to administer the solar and energy efficiency rebate programs.	City Staff (Public utilities)	Utilities Public Benefit Fund	Ongoing
H-5.f: Assist developers and housing development agencies in incorporating green building, energy conservation, and alternative energy generation into their projects by providing information about resources and links to local organizations such as local renewable energy system designers and installers, rebates, energy-rating systems, and funding, on the Housing Resources website.	City Staff (Planning and Community Development)	General Fund	2014-2019 and Ongoing
H-5.g: Promote energy and water conservation education programs that address steps to energy and water efficiency, benefits of weatherization and weatherization assistance programs, and information of onsite renewable energy generation technologies.	City Staff (Public utilities, Public Works, Planning, Building)	Public Utilities	2014-2019 and Ongoing
H-5.h: Promote stormwater management systems for mutli-family	City Staff (Public Works, Planning, Building)		2014-2019 and Ongoing

housing developments that have multiple benefits such as bio-swales to reduce downstream flooding, contamination of streams and rivers, fire hazard, and irrigation needs and to distribute stormwater and recharge groundwater.			
H-5.i: Reduce electricity and natural gas demands by promoting the use of renewable energy technologies in residential and mixed-use projects. Strongly promote solar energy generation, use of solar water heaters, and passive solar design in new housing and, especially, multi-family housing both prior to and during project review.	City Staff (Public utilities, Economic Development, RDA and Planning, Building)	Public Utilities	Ongoing
H-5.j: Work with developers to create residential neighborhoods with mixed housing densities, types, and housing affordability levels that promote human interaction, neighborhood-scale services and facilities, and connectivity to schools, neighborhoods, and commerce.	City Staff (Planning, RDA, Economic Development)	General Fund	Ongoing
H-6.k: Prepare written and electronic public information about what the City is doing to promote and create affordable housing, and invite public participation and suggestions.	City Staff (Planning and Community Development and Economic Development)	General Fund	2012015
H-6.l: Conduct periodic meetings with developers, and non-profit housing development agencies, the Ukiah Police Department and others to identify constraints to development	City Staff (Planning, Building)	General Fund	Ongoing

of affordable housing and use the information gained to consider zoning code amendments.			
H-6.J No Net Loss The City will monitor project approvals and comply with the <i>no net loss</i> requirements of <i>Government Code</i> §65863. No zoning amendment or project approval shall reduce the residential density or allow development of any parcel at a lower residential density than assumed in the Housing Element land inventory unless the City makes written findings in accordance with §65863(b).	City Staff (Planning, Building)	General Fund	Ensure compliance with <i>no net loss</i> requirements throughout the planning period



APPENDIX B

2014 Vacant and Underutilized Land

Vacant Parcels

APN	Owner	Location	Existing Use	GP and Zoning	Acres	Potential Units	Constraints (see note below)
00130606	Henrie, P.	250 W. Gobbi Street	Vacant	MDR R2	.9259	10	Traffic
00313038	Ritdet, Y.	1006 S. State Street	Vacant	C C2	.6520	15	Traffic
00306125	Calvary Baptist Church	1030 Helen Avenue	Vacant	LDR R1	.6015	2	Access

00311083	Hiatt, M.	1080 Helen Avenue	Vacant	LDR R1	3.192	6	Hillside, Access, Drainage
00308310	Phillips, S. TTEE	1405 S. State Street	Vacant	C C2	.7607	12	Traffic, B1 Airport Zone
00308302	Cardenas, J.	1045 S. State Street	Vacant	C C2	.5395	3	Traffic, B1 Airport Zone
00211414	Zbitnoff, I	744 N. State Street	Vacant	C C1	1.184	20	Traffic
00216010	Hillside Community Hospital	E. Hamilton Drive	Vacant	C C2	1.453	30	Traffic
00216013	Hillside Community Hospital	W. Hamilton Drive	Vacant	C C2	2.419	50	Traffic
00219344	Northwestern Pacific Railroad	Railroad off Mason Street	Vacant	C C2	2.409	30	B2 Airport Zone, Traffic, Drainage
00120108	Hill, T.	110 Highland Avenue	Vacant	LDH R1H	.4123	2	Hillside Slopes
00228110	Moretta, G.	190 Cleveland Lane	Vacant	C C2	.1913	5	Drainage
00120331	Wildberger, J. TTEE	Highland Avenue & Clay Street	Vacant	LDR R1	1.458	7	Drainage
00230125	Sanchez, F.	211 W. Mill Street	Vacant	C C1	.2339	2	Traffic
00314001	Thomas, C.	190 Rupe	Vacant	C C2	2.035	10	Traffic, B1 Airport Zone
00347206	Nevill, G.	Off Wabash Avenue	Vacant	C C2	.6662	4	Traffic, B1 Airport Zone
00316057	Mountanos, M. TTEE	582 Talmage Road	Vacant	MDR R2	2.417	35	Access, Noise, Traffic
00228218	Northwestern Pacific Railroad	200 E. Clay Street	Vacant	C C2	1.812	25	Traffic, B1 Airport Zone, Drainage
00228219	Northwestern Pacific Railroad	200 E. Clay Street	Vacant	C C2	1.511	25	Traffic, B1 Airport Zone, Drainage
00234044	Patel, R. TTEE	560 S. Orchard Avenue	Vacant	C C1	.8338	12	Traffic, Drainage
00315040	City of Ukiah	410	Vacant	C	.2611	2	Traffic

		Talmage Road		C2			
00214615	Vargas, R.	502 N. State Street	Vacant	C C1	.1211	1	Traffic
00326053	Cashada, D.	1381 Laurel Avenue	Vacant	LDR R1	.2027	1	Traffic
18007003	Vanranken, F.	1117 Commerce Drive	Vacant	MPA PD	2.264	0	Airport B1 Zone
00230111	Foucault, J.	737 S. Oak Street	Vacant	HDR R3	.1493	4	Traffic
18008028	Redwood Business Park of Ukiah	1701 Airport Road	Vacant	MPA PD	4.683	29	Airport B1 Zone
18008029	Redwood Business Park of Ukiah	1701 Airport Road	Vacant	MPA PD	4.710	29	Airport B1 Zone
18008030	Redwood Business Park	1701 Airport Road	Vacant	MPA PD	7.839	56	Airport B1 Zone
18008025	Redwood Business Park of Ukiah	1240 Airport Park Blvd.	Vacant	MPA PD	3.596	25	None
00203006	Moreno & Co.	N. Orchard Avenue	Vacant	C C1	4.736	58	Traffic
00203005	Moreno & Co.	595 Brush Street	Vacant	C C1	1.142	15	Traffic
00304078	Shapiro, M.	210 E. Gobbi Street	Vacant	MDR R2	.5852	8	Traffic, B1 Airport Zone, Drainage
00304077	Shapiro, M.	210 E. Gobbi Street	Vacant	C C1	.8738	25	Traffic, B1 Airport Zone, Drainage
Total					53.275	533 Units	

Underutilized Parcels

APN	Owner	Location	Existing Use	Percent (%) Dev	GP and Zoning	Acres	Potential Units and Dev Reduction Factor	Constraints (see note below)
00211418	Titen, H.	720 N.	Pizza	77%	C	.9198	20	Traffic

		State Street	parlor		C1			
00211420	Baarsch, B. TTEE	682 N. State Street	Single Family Residence	55%	C C1	.5066	3	Traffic, Creek
00211429	Barrington, R.	660 N. State Street	Dentist office	64%	C C1	1.390	15	Creek, Traffic
00111328	Crook, B.	650 N. Bush	Single Family Residence	87%	LDR R1	.7703	5	Drainage, Traffic
00118114	Goodwin, C. TTEE	400 Park Blvd.	Single Family Residence	62%	LDR R1	2.273	15	Flood Zone
00118115	Vargas, R.	1028 W. Standley Street	Multi Family Residences	53%	LDR R1	1.441	10	Flood Zone, Traffic
00225701	Liu, G. TTEE	390 W. Clay Street	Medical Office	39%	C C1	.4187	5	Mature Trees
00130403	Davis, J,	700 S. Oak Street	Single Family Residence	69%	MDR R2	.1423	1	Yard Setbacks
00303109	American Savings & Loan	S. State Street	Bank	66%	C C1	1.832	15	Traffic, Drainage
00305065	Obergin, D.	751 S. State Street	Affordable Housing	33%	C C1	2.179	40	Traffic, access, Drainage
00313008	Siderakis, S.	1090 S. State St	Small Strip Mall	54%	C C2	.7669	10	Flood Zone, traffic
00354023	Evans, A. TTEE	196 Wabash	Single Family Residence	62%	LDR R1	1.625	6	Drainage
00210112	Orchard Village	715 Sidnie Court	Affordable Housing	55%	MPA PD	1.604	10	Traffic
00210108	Orchard Village	568 Ford Street	Affordable Housing	71%	MPA PD	1.882	10	Traffic
00213804	Orchard Manor	610 N. Orchard Avenue	Affordable Housing	72%	HDR R3	3.988	15	Traffic
00309008	Wiles, G.	23 Betty Street	Single Family Residence	63%	MDR R2	.2597	2	Traffic
00309010	Grivette, H.	19 Betty Street	Single Family	71%	MDR R2	.2612	2	Traffic

			Residence					
00309011	Ferrer, P.	17 Betty Street	Single Family Residence	49%	MDR R2	.2740	2	Traffic
00309012	Salisbury, J.	15 Betty Street	Single Family Residence	68%	MDR R2	.2500	1	Traffic
002232-12,	Northwestern Pacific Railroad	309 E. Perkins Street	Vacant	0%	C C1	6.31 acres	100	Airport B2 Zone, Drainage, Traffic
002232-13	Northwestern Pacific Railroad	309 E. Perkins Street	Railroad Depot	5%	C C-1	4.31 acres	50	Airport B2 Zone, Drainage, Traffic
002282-18	Northwestern Pacific Railroad	309 E. Perkins Street	Vacant	0%	C C-2	2.29 acres	35	Airport B2 Zone, Drainage, Traffic
002282-19	Northwestern Pacific Railroad	309 E. Perkins Street	Vacant	0%	C C-2	1.83 acres	15	Airport B2 Zone, Drainage, Traffic
00224706	Shami Enter	225 N. Orchard Avenue	Shopping Center	41%	C C1	2.123	25	Railroad, Drainage, Traffic
00224707	Shami Enter	275 N. Orchard Avenue	Shopping Center	36%	C C1	1.388	16	Traffic
00204018	Hunt, D.	902 Mazzoni	Single Family Residence	43%	C C2	.5673	1	Traffic
00301049	Wooldridge, J.	302 Banker Blvd.	Single Family Residence	67%	LDR R1	.3553	1	Infill
00114240	Snyder, M. TTEE	179 Park Place	Single Family Residence	86%	LDR R1	.5883	1	Infill
00214601	Penland, N. TTEE	589 N. School Street	Single Family Residence	38%	LDR R1	.72954	1	Infill
00218401	Keiffer, C.	493 N. School Street	Single Family Residence	52%	LDR R1	.1953	1	Infill
00210102	Porzio, F.	725 Orr Street	Single Family Residence	14%	MPA PD	.4878	1	Traffic
00209325	Seminack Most	190 Orr Street	Church	43%	C	3.254	14	Traffic

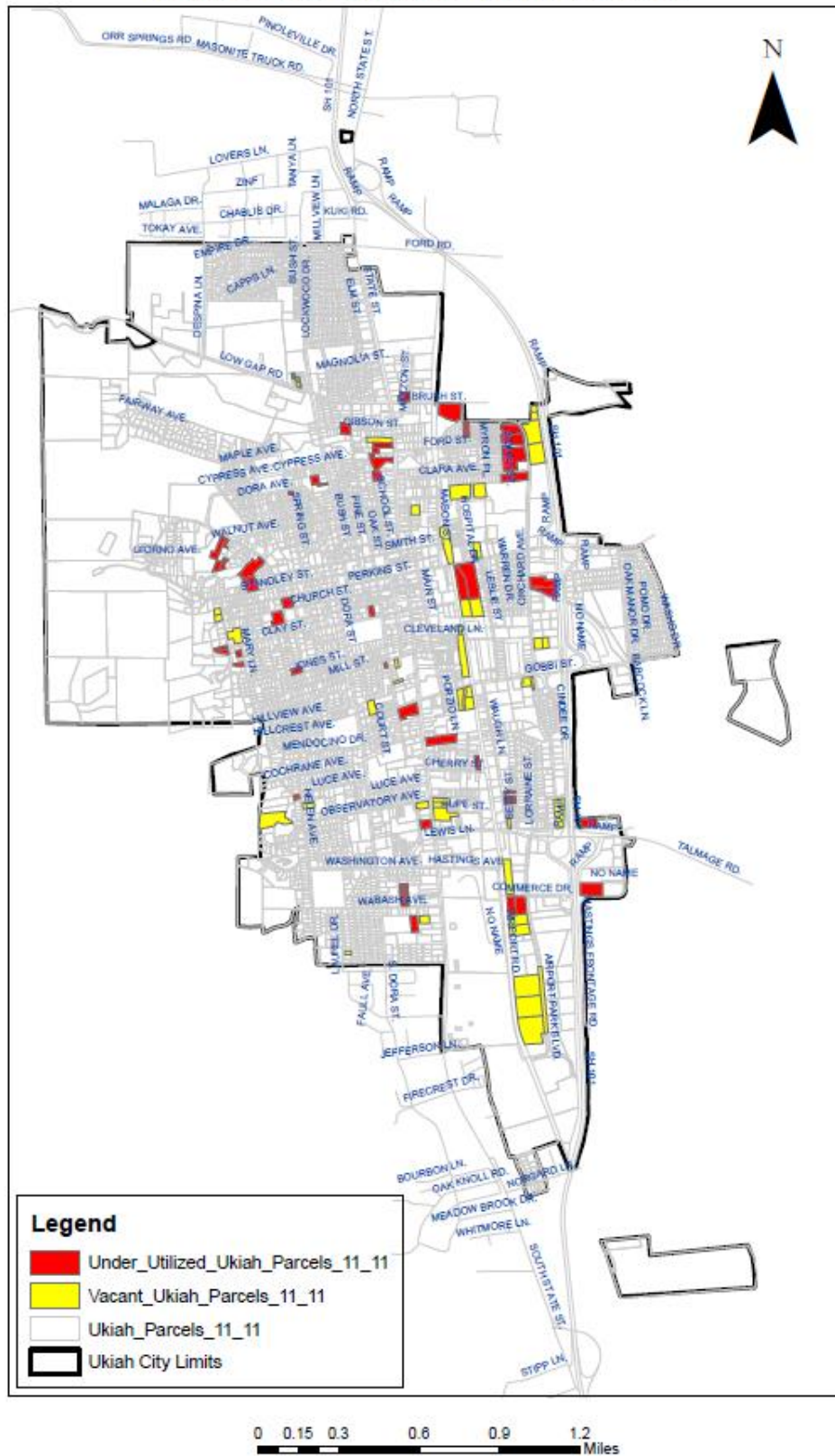
	Reverend Richard				C2			
00125245	Nazarene Church Dist. Advisory	604 Jones Street	Church	69%	LDR R1	.3788	1	Infill
00124220	Hammond, V. TTEE	606 Mary Lane	Single Family Residence	74%	LDR R1	.2432	1	Infill

APN	Owner	Location	Existing Use	Percent (%) Dev	GP and Zoning	Acres	Potential Units and Dev Reduction Factor	Constraints (see note below)
18007018	Action Rents JMP Enter	1400 Hastings Road	Equip Rental and Retail	37%	C C1	2.493	35	Drainage
18004008	Franks, J. TTEE	640 Talmage Road	Single Family Residence	74%	C C2	1.289	9	Drainage
00124217	Allen, M.	624 Mary Lane	Single Family Residence	77%	LDR R1	.5018	1	Infill
00121501	Cariveau, T. Administrator	915 W. Perkins Street	Multi Family residential	89%	LDR R1	.88595	1	Infill
00207231	Brody, T. TTEE	1000 N. Oak Street	Single Family Residence	79%	LDR R1	.8704	1	Infill
00347241	Gerhart, K.	1330 S. State Street	Commercial	66%	C C2	1.0151	10	Drainage, Traffic
0113010	McKinney, N.	506 Park Blvd.	Single Family Residence	50%	LDR R-1	1.1072	7	Odd narrow configuration
0114201	Delgrosso, B.	500 Park Blvd.	Single Family Residence	47%	LDR R1	.2586	2	Narrow configuration
00305087	Davis, M. TTEE	272 Cherry Street	Single Family Residence	49%	MDR R2	.2222	1	Traffic, Airport B1 Zone
00305088	Davis, M. TTEE	272 Cherry Street	Vacant	0%	MDR R2	.3219	1	Traffic, Airport B1 Zone
Total						50.786	346	

	2004	2009	2014
Total Vacant/Underutilized Potential Units	1129	904	879
Total Potential Hillside Units	66	63	63
Total Redevelopable Site Units	N/A	114	114
Total Potential Units	1195	1081	1056
Total Probable Units	733	659	634

1. The probable number of units takes into consideration property ownership, known long range plans of the property owner, location, market forces, and other constraints to development.
2. The traffic and access constraints are subjective and based on empirical observations and knowledge of the area surrounding each parcel. The potential number of units takes these observations into account and reflects a best guess or estimate of total probable units.
3. The drainage, creek, and flood zone constraints are listed because the sites are either located adjacent to or in close proximity to a creek or they are located in a 100-500 year flood area as mapped by FEMA. The potential number of units takes these observations into account and reflects a best guess or estimate of total probable units.
4. The Infill constraint merely recognizes that the sites are identified infill parcels that typically experience infill "issues" when proposed for development or redevelopment. These issues include neighborhood compatibility, noise, congestion, etc. Each site was evaluated independently with these "issues" in mind and the probable number of units were estimated accordingly.
5. The Airport B1 Zone limits the number of people on a site at any given time, and precludes multi-family residential development if the density standard cannot be met and other alternatives sites exist. The B2 Airport Compatibility Zone (Infill) allows a higher density than the B1, so that typical multi-family residential development (28 units per acre) can be achieved.
6. The same percentage reduction factor (36%) used in 2004 to arrive at the "Probable" units was used in 2009.
7. The 2009 land survey utilized GIS technology and more detailed field work than the 2004 land survey. As a result, additional vacant and underutilized parcels were discovered, and exact acreages were determined. In most cases, the size of the 2004 parcels were reduced somewhat with the more exact GIS technology for determining their sizes.
8. In regard to the Underutilized Land, Staff made assumptions regarding potential additional units based on such factors as where existing buildings were located on the parcels, the presence of mature trees, creeks and other natural "constraints", etc.
9. As indicated 3 of the 4 Northwest Pacific Railroad parcels are vacant. They are included in the list of underutilized parcels because they represent a prime lot consolidation opportunity with the 1 partially developed parcel.
10. The Orchard Village/Manor parcels are listed as underutilized because the development on these parcels includes large expansive lawn/turf areas that could be utilized for additional affordable housing units.
11. The residential development potential in the C-1 and C-2 zones is high. The maximum density allowed is 28 units per acre. Recently constructed housing developments in commercial zoning districts (non-mixed use) include a 6 unit apartment complex on North Main Street and a 12 unit apartment complex on South Main Street.
12. The maximum density allowed in the high density and commercial zoning districts is 28 units per acre.
13. There is a need for 234 extremely low, very low, and low income units. There is opportunity for 280 units on residentially zoned land (vacant, underutilized and redevelopable parcels).
14. It should be noted that as of March, 2011, the railroad depot site owned by the North Coast Railroad Authority was being considered by the State of California for the new Courthouse location.

CITY OF UKIAH
VACANT & UNDERUTILIZED LAND 2014-2019
GENERAL PLAN HOUSING ELEMENT UPDATE



APN	OWNER	SITUS_3	Status	MapID	Area (in Acres)
00204018	HUNT DENNIS L & MARY LYNN	902 MAZZONI ST	Underutilized	1	0.57
00209325	SEMINACK MOST REVEREND RICHARD	190 ORR ST	Underutilized	2	3.25
00203005	MORENO & COMPANY	595 BRUSH ST	Vacant	3	1.14
00207231	BRODY JOELE B TTEE	1000 NO OAK ST	Underutilized	4	0.87
00210102	PORZIO FRANK & KATHLEEN J TTEE	725 ORR ST	Underutilized	5	0.49
00210103	PORZIO FRANK & KATHLEEN J TTEE	725b ORR ST	Underutilized	6	0.42
00210112	ORCHARD VILLAGE	715 SIDNIE CT	Underutilized	7	1.60
00210108	ORCHARD VILLAGE	568 FORD ST	Underutilized	8	1.88
00213804	ORCHARD MANOR	610 NO ORCHARD AVE	Underutilized	9	3.99
00203006	MORENO & COMPANY	NO ORCHARD AVE	Vacant	10	4.74
00211414	ZBITNOFF IGOR 1/4	744 NO STATE ST	Vacant	11	1.18
00211418	TITEN HAROLD	720 NO STATE ST	Underutilized	12	0.92
00211420	BAARSCH BEATRICE J TTEE 1/2	682 NO STATE ST	Underutilized	13	0.51
00211429	BARRINGTON ROBERT W & JULIE A	660 NO STATE ST	Underutilized	14	1.39
00111126	PRIOR FAMILY TRUST	DORA @ SPRING ST	Underutilized	15	0.15
00111328	CROOK BRUCE D JR & CYNTHIA M	650 NO BUSH ST	Underutilized	16	0.77
00214601	PENLAND NORMAN H TTEE /	589 NO SCHOOL ST	Underutilized	17	0.73
00237026	PEAR ORCHARD ASSOCIATES		Underutilized	18	0.49
00237027	PEAR ORCHARD ASSOCIATES		Underutilized	19	1.03
00216013	HILLSIDE COMMUNITY HOSPITAL OF	WE HAMILTON DR	Vacant	20	2.42
00216010	HILLSIDE COMMUNITY HOSPITAL OF	EA HAMILTON DR	Vacant	21	1.45
00214615	VARGAS RODRIGO R & JOSEPHINE M	502 NO STATE ST	Vacant	22	0.12
00218401	KEIFFER CHRISTOPHER & BETTY M	493 NO SCHOOL ST	Underutilized	23	0.20
00215330	DOYLE BRENT A & HEIDI O TTEES	345 NO MAIN ST	Vacant	24	0.72
00215322	LEEPIN ALLEN	242 MASON ST	Underutilized	25	0.43
00217506	FIRST BAPTIST CHURCH OF UKIAH	460 NO OAK ST	Underutilized	26	0.22
00113010	MCKINNEY NORAH K	506 PARK BLVD	Underutilized	27	1.11
00114201	DELGROSSO BEVERLY A	500 PARK BLVD	Underutilized	28	0.26
00114240	SNYDER MARY E TTEE	179 PARK PL	Underutilized	29	0.59
00114239	SNYDER MARY E TTEE	179 PARK PL	Underutilized	30	0.43
00118114	GOODWIN EDITH M TTEE	400 PARK BLVD	Underutilized	31	2.27
00118115	VARGAS RODRIGO R & JOSEPHINE M	1028 WE STANDLEY ST	Underutilized	32	1.44
00219344	NORTHWESTERN PACIFIC RAILROAD	RR OFF MASON	Vacant	33	2.41
00219314	GRQ ENTERPRISES	326 EA PERKINS ST	Vacant	34	0.18
00223213	NORTH COAST RAILROAD AUTHORITY	309 EA PERKINS ST	Underutilized	35	2.54
00223212	NORTHWESTERN PACIFIC RAILROAD	309 EA PERKINS ST	Underutilized	36	3.93

00224706	UKIAH ORCHARD LLC	225 SO ORCHARD AVE	Underutilized	37	2.12
00224707	UKIAH ORCHARD LLC	275 SO ORCHARD AVE	Underutilized	38	1.39
00228218	NORTHWESTERN PACIFIC RAILROAD	200 EA CLAY ST	Vacant	39	1.81
00228219	NORTH COAST RAILROAD AUTHORITY	200 EA CLAY ST	Vacant	40	1.51
00225701	LIU GRACE C TTEE	390 WE CLAY ST	Underutilized	41	0.42
00121501	CARIVEAU TOM ADMINISTRATOR 1/4	915 WE PERKINS ST	Underutilized	42	0.89
00121409	TRINITY YOUTH SERVICES	200 SO BARNES ST	Underutilized	43	1.25
00120108	HILL THOMAS P	110 HIGHLAND AVE	Vacant	44	0.41
00120331	WILDBERGER JOSEPH A TTEE 1/2	HIGHLAND AND CLAY	Vacant	45	1.46
00228110	MORETTA GINO & MARY 1/3	190 CLEVELAND LN	Vacant	46	0.19
00234044	PATEL RAMAN M TTEE 1/3	560 SO ORCHARD AVE	Vacant	47	0.83
00124220	HAMMOND VIRGINIA TTEE	606 MARY LN	Underutilized	48	0.24
00124217	ALLEN MARY E	624 MARY LN	Underutilized	49	0.50
00125245	NAZARENE CHURCH DIST ADVISORY	604 JONES ST	Underutilized	50	0.38
00130403	DAVIS JAN L	700 SO OAK ST	Underutilized	51	0.14
00230125	SANCHEZ FRANCIS & MARGIE K	211 WE MILL ST	Vacant	52	0.23
00230111	FOUCAULT JOHN W	737 SO OAK ST	Vacant	53	0.15
00130606	HENRIE PATRICK	250 WE GOBBI ST	Vacant	54	0.93
00303109	AMERICAN SAVINGS & LOAN ASSOCI	SO STATE ST	Underutilized	55	1.83
00304077	SHAPIRO MICHAEL L & SHARON MK	210 EA GOBBI ST	Vacant	56	0.87
00304078	SHAPIRO MICHAEL L & SHARON K T	210 EA GOBBI ST	Vacant	57	0.59
00305065	BERGIN DANIEL	751 SO STATE ST	Underutilized	58	2.18
00305088	DAVIS MARK E & DONNA TTEES 1/2	272 CHERRY ST	Underutilized	59	0.32
00305087	DAVIS MARK E & DONNA TTEES 1/2	272 CHERRY ST	Underutilized	60	0.22
00301049	WOOLDRIDGE JASON & MOHENI	302 BANKER BLVD	Underutilized	61	0.36
00311083	HIATT MARY D	1080 HELEN AVE	Vacant	62	3.19
00306125	CALVARY BAPTIST CHURCH	1030 HELEN AVE	Vacant	63	0.60
00313038	RITDET YAOWAPHA /	1006 SO STATE ST	Vacant	64	0.65
00308310	PHILLIPS SANDRA TTEE 1/2	1405 SO STATE ST	Vacant	65	0.76
00308302	CARDENAS JAIME & MARIA G 1/4	1045 SO STATE ST	Vacant	66	0.54
00314001	THOMAS CATHERINE 1/2	190 RUPE ST	Vacant	67	2.03
00313008	SIDERAKIS SID STEVE 1/2	1090 SO STATE ST	Underutilized	68	0.77
00309008	WILES GLENN M & ROSE	23 BETTY ST	Underutilized	69	0.26
00309010	GRIVETTE HUBERT E & ANITA M	19 BETTY ST	Underutilized	70	0.26
00309011	FERRER PAZ C	17 BETTY ST	Underutilized	71	0.27
00309012	SALISBURY JERRY G & MARY LOU H	15 BETTY ST	Underutilized	72	0.25
00315040	CITY OF UKIAH	410 TALMAGE RD	Vacant	73	0.26

00316057	MOUNTANOS MARK P TTEE	582 TALMAGE RD	Vacant	74	2.42
18004008	FRANKS JACK D TTEE 1/3	640 TALMAGE RD	Underutilized	75	1.29
18007003	VANVRANKEN FRANK A	1117 COMMERCE DR	Vacant	76	2.26
00354023	EVANS ALICE V TTEE	196 WABASH AVE	Underutilized	77	1.63
18007018	THURSTON AUTO GROUP INC	1400 HASTINGS RD	Underutilized	78	2.49
00347241	GERHART KATHERINE E	1330 SO STATE ST	Underutilized	79	1.02
00347206	NEVILL GARY L & JEANNE M	OFF WABASH	Vacant	80	0.67
18008025	REDWOOD BUSINESS PARK OF UKIAH	1230 AIRPORT PARK BLVD	Vacant	81	3.60
00326053	CASHADA DONALD L & MARJORIE M	1381 LAUREL AVE	Vacant	82	0.20
18008028	REDWOOD BUSINESS PARK OF UKIAH	1701 AIRPORT RD	Vacant	83	4.68
18008029	REDWOOD BUSINESS PARK OF UKIAH	1701 AIRPORT RD	Vacant	84	4.71
18008030	REDWOOD BUSINESS PARK OF UKIAH	1701 AIRPORT RD	Vacant	85	7.84



APPENDIX C

Review of 2009-2014 Housing Element

Implementation Accomplishments

The City of Ukiah is committed to continually improving programs in the Housing Element to ensure that the housing needs of the community are met. Reviewing past accomplishments is an important step in developing housing strategies that are effective and address identified community needs. State law requires the City to report on progress made in meeting the goals, policies, and objectives set forth in the prior Housing Element. This includes reviewing progress made in implementing programs included in the adopted element, and evaluating their effectiveness and continued appropriateness for the City.

The last Housing Element was adopted in 2011 and covered the RHNA period from 2009 to 2014. Even with the loss of the Redevelopment Agency and a lack of staff and financial resources, moderate to good progress was made implementing the 2009-2014 tasks.

Program	Objective	Timeframe in Housing Element	Progress/Appropriateness
H-1.a: By the end of 2010, develop and implement A residential rehabilitation Program with an emphasis on Improving safety, comfort and Energy Efficiency.	Rehabilitate residential units	2010	Progress: CDBG funds secured for rehab projects. Mendocino County Community Development Commission managed program for the City. Two rehab projects completed. Additional funds being sought. Appropriateness: In theory, this program has a big bang for the buck, but the qualification requirements were challenging for many residents. Looking for additional funds with less stringent qualification requirements.
H-1.b: Work with the City Public Utility Department to potentially expand the City's Energy Efficiency Public Benefits Fund.	Energy Efficiency Improvements	Ongoing	Progress: Discussion in 2011. GHG Inventory and Climate Action Plan underway in 2012 -2013 – Expansion of the City's Energy Efficiency Public Benefits Fund may become a program in CAP. Appropriateness: This

			program is still appropriate and may be fulfilled with the adoption of the City Climate Action Plan – slated for 2014.
H-1.c: Provide informational materials to the public regarding sustainable and green building materials.	Education	Ongoing	Progress: Completed. Green Building Resource Center created in the Ukiah Civic Center. Appropriateness: This program provides valuable information to residents, contractors, architects, etc.
H-1.d: Consider measures That would preserve/conservate existing mobile home parks, such as a mobile home rehabilitation program, conversion to ownership program, infrastructure improvement incentives, rent stabilization, etc.	Preservation of Mobile Home Parks	Ongoing	Progress: Completed. Rent stabilization ordinance adopted in 2011. Appropriateness: While a major part of this program was completed, it remains appropriate and is included in the updated element.
H-1.e Develop an At-Risk Units Program: Maintain an Inventory of at-risk affordable housing units and work with property owners and non-profit affordable housing organizations to preserve these units by identifying and seeking funds from Federal, State, and local agencies to preserve the units.	Maintain stock of affordable housing.	Ongoing	Progress: Inventory completed in 2011. Appropriateness: While a major part of this program was completed, it remains appropriate and is included in the updated element.
H-2.a: Provide copies of the inventory of vacant and underdeveloped land for public distribution.	Education	Ongoing	Progress: Completed in 2011. Appropriateness: The program is appropriate and on-going, and remains in the updated element.
H-2.b: Work with public transit providers and developers to encourage housing development located close to public transit facilities.	Education	Ongoing	Progress: Development project referral to the Mendocino Transit Authority routine procedure. Appropriateness: The program is appropriate and on-going, and remains in the updated element.

H-2.c: Provide reduced planning permit application fees for residential second dwelling units.	Encourage and increase second dwelling units	Ongoing	Progress: Reduced fees adopted if units are affordable. Appropriateness: Completed and no longer included in the updated element.
H-2.d: Review the zoning code and determine if any constraints to condominium developments and cooperative living projects exist, and if so, eliminate the constraints.	Encourage condo and cooperative living projects.	Ongoing	Progress: Preliminary review completed in 2011. Appropriateness: This program has not been completed and is still appropriate. It remains in the updated element.
H-2.e: As Staff and resources allow, assist the Staff of the Buddy Eller Homeless Shelter facility to resolve any neighborhood compatibility issues that arise.	Eliminate incompatibility	Ongoing	Progress: No complaints received. Ongoing discussions and monitoring. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.f: The zoning code shall be amended to allow homeless facilities without the requirement for a Use Permit in the M Manufacturing zoning district. The zoning code shall require a Site Development Permit and facility management plan, and reasonable site development standards for homeless facilities, pursuant to California Government Code Section 65583.	Increase homeless shelters	Ongoing	Progress: Low priority because no capacity issues at the existing shelter. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.g: Do not permit the conversion of rental units to condominium units unless the City's amount of rental units is sufficiently adequate.	Retain rental housing stock	Ongoing	Progress: No conversions proposed in 2011-2013. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.h: Do not permit the conversion of single family residential homes to	Retain housing stock	Ongoing	Progress: No conversions proposed in 2011-2013.

professional offices unless the City's amount of residential units is sufficiently adequate.			Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.i: Adopt an Inclusionary Housing Ordinance by 2013 that requires below-market rate housing to be included as part of residential projects	Increase affordable housing	Ongoing	Progress: Preliminary work completed. Minimal housing starts in the City. Inclusionary housing ordinance low priority. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.j: Adopt the following minimum standards for inclusionary housing units: 3. The exterior appearance of inclusionary units shall not be different than for other units in the housing development of which they are a part; and • 4. Inclusionary units shall be dispersed or distributed throughout the development rather than being concentrated in one portion of the development.	Increase affordable housing	Ongoing	Progress: Preliminary work completed. Minimal housing starts in the City. Inclusionary housing ordinance low priority. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.k: Prepare a Nexus Study by 2014 to determine if a nexus can be established requiring the developers of large residential and commercial projects to construct needed affordable housing units on site or in another appropriately zoned location near the place of employment and/or pay a housing impact fee. If a nexus can be established, adopt the affordable housing requirement or housing impact fee.	Generate affordable housing funds	Ongoing	Progress: No work completed. Reduced staff and a lack of funds to prepare Study. Loss of Ukiah RDA stalled effort. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.l: Identify and meet with nonprofit builders who specialize in building housing	Develop partnerships with affordable housing developers.	Ongoing	Progress: Met and worked closely with an out-of-town affordable housing developer

for extremely low-income households. This effort is designed to build a long-term partnership in development, gain access to specialized funding sources, identify the range of local resources and assistance needed to facilitate the development of housing for extremely low-income households, and promote a variety of housing types, including higher density, multifamily supportive, single room occupancy and shared housing.			about the old Trinity School site. Effort stalled due to the elimination of the Ukiah RDA. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.m: Work in conjunction with other agencies to jointly develop and implement a program that is designed to address the needs of the extremely low income households in the City. At least annually and on an on-going basis contact agencies and developers to facilitate implementing the program. Actions to be considered for inclusion in the program include prioritizing City/RDA funding, supporting grant and other applications for funding, and exploring housing types and construction methods to promote housing for ELI citizens.	Create more affordable housing	Ongoing	Progress: Some progress made. Loss of staff and the elimination of the Ukiah RDA has stalled efforts. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.n: Amend the zoning ordinance to be consistent with Senate Bill 2. All transitional and supportive housing shall be considered a residential use and only those restrictions that apply to other residential uses of the same type (single family residential, duplex, multi-family, etc.) shall be imposed.	Streamline transitional housing projects.	Ongoing	Progress: Preliminary work completed in 2011. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.o: Post the sites inventory map and housing development in commercial zones information on the City's website and prepare hard-copy informational handout material for property	Education	Ongoing	Progress: Completed in 2011 Appropriateness: This program is on-going and still appropriate. It remains in the updated element.

owners and developers.			
H-2.p: Within 1-year of adoption of the Housing Element, conduct a roundtable meeting with non-profit housing sponsors and developers to educate and share information about vacant and underutilized sites, the planned development tool, the lot consolidation process, and incentives offered by the City.	Create more affordable housing	Ongoing	Progress: Loss of staff and the elimination of the Ukiah RDA have stalled efforts. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.q: To ensure adequate sites are available throughout the planning period to meet the City's RHNA, the City will continue to annually update an inventory that details the amount, type, and size of vacant and underutilized parcels to assist developers in identifying land suitable for residential development and that also details the number of extremely low-, very low-, low-, and moderate-income units constructed annually. If the inventory indicates a shortage of available sites, the City shall rezone sufficient sites to accommodate the City's RHNA. The City has identified residential capacity within the mixed use zone to accommodate 284 units of the City's RHNA for lower-income households. To ensure sufficient residential capacity is maintained within this zone to accommodate the identified need of 284 units, the City will develop and implement a formal ongoing (project-by-project) evaluation procedure pursuant to Government Code Section 56863. Should an approval of commercial development result in a reduction of capacity within mixed use zones below the residential capacity needed to accommodate the remaining need for lower-income households, the City will identify and zone sufficient sites to accommodate the	Education	Ongoing	Progress: Completed. Inventory updated in 2014 Appropriateness: This program is on-going and still appropriate. It remains in the updated element.

shortfall on land zones exclusively for residential multifamily use allowing at least 16 du/acre.			
H-2.r: Facilitate the consolidation of smaller, multi-family parcels by 1) publicizing the underutilized sites inventory on the City's website, and 2) providing technical assistance to property owners and developers in support of lot consolidation. To encourage development of quality housing at prices lower income households can afford on smaller, multi-family parcels, the City will meet with non-profit sponsors and developers to promote strategies and the creation of lot consolidation incentives.	Create more affordable housing	Ongoing	Progress: Initial steps completed in 2012. Ongoing efforts slowed by reduced staff and the elimination of the Ukiah RDA. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-2.s: Identify a prime affordable housing infill site currently burdened by flood zone issues and pursue an engineering study and possible FEMA map correction to eliminate this constraint.	Increase potential affordable housing sites	Ongoing	Progress: Completed in 2011. ("Garden Café" site – South State Street). Appropriateness: Completed and therefore not included in updated element.
H-3.a: Special Needs Rental Housing: Support applications to State and federal agencies such as HCD, State Treasurer's Office, HUD and USDA for affordable rental housing financing to provide shelter for very low-income families and special needs households.	Increase very low and special needs housing units	Ongoing	Progress: Reduced staff and the elimination of the Ukiah RDA have stalled implementation. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-3.b: Increase housing opportunities for persons with disabilities consistent with the fair housing and disability laws, and encourage physical access to and within residential units and areas during the development review process.	Increase housing opportunities for persons with disabilities	Ongoing	Progress: Routine procedure with the review of development projects. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-3.c: Review the zoning code and consider eliminating regulatory constraints to special needs housing projects.	Eliminate constraints	Ongoing	Progress: Preliminary work competed in 2011. Appropriateness: This program is on-going and still

			appropriate. It remains in the updated element.
H-3.d: Continue to support and assist farmworker housing advocates by providing technical assistance with development applications; lower planning application fees for affordable housing projects, and identifying potential sites for farm worker housing.	Increase farmworker housing	Ongoing	Progress: Lower fees adopted. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-3.e: Amend the zoning code to define and allow Single Room Occupancy (SRO) developments in the Medium Density (R-2) and High Density (R-3) zoning districts.	Increase tools to encourage affordable housing.	Ongoing	Progress: Downtown Zoning Code adopted in 2012 – includes opportunities for SRO development. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-4.a: Continue to refer housing discrimination complaints to Legal Services of Northern California, State Fair Employment and Housing Commission, and the U.S. Department of Housing and Urban Development (HUD).	Education	Ongoing	Progress: No complaints received. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-4.b: Distribute housing discrimination public information and make it available at the Ukiah Civic Center and on the City's website.	Education	Ongoing	Progress: Completed. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-5.a: Apply the CEQA Infill Exemption when possible and perform expedited review for well designed, compact projects using green and sustainable design and building techniques.	Education	Ongoing	Progress: Implemented with Planning Commission approval in 2012 of the Richard Ruff project on North State Street. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-5.b: Prepare and present a	Education	Ongoing	Progress: Completed with

downtown core small lot subdivision ordinance or similar tool for consideration.			adoption of the Downtown Zoning Code in 2012. Appropriateness: Completed and not included in updated element.
H-5.c: Prepare and present a green building/sustainable development incentive tool(s) for consideration that could include expedited permit processing, density bonuses and relief from parking and other zoning requirements.	Education	Ongoing	Progress: Project programed for 2013. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-5.d: Green Building Codes: Consider Amending the building and zoning codes to identify and remove constraints to green-building, resource conservation, and alternative energy generation and establish green building and sustainable practice requirements for new developments, remodels and retrofits. Topics to be included are: Green building materials and practices, Passive solar design and siting, Energy efficient heating and cooling technology, Alternative water storage, wastewater treatment and reclamation, and storm-water management systems.	Education	Ongoing	Progress: Project programed for 2013 Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-5.e: Continue to administer the solar and energy efficiency rebate programs.	Education	Ongoing	Progress: The program continues and is under evaluation for possible expansion. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-5.f: Assist developers and housing development agencies in incorporating green building, energy conservation, and alternative energy generation into their	Education	Ongoing	Progress: Green Building Information Center completed in the Ukiah Civic Center. Appropriateness: This

projects by providing information about resources and links to local organizations such as local renewable energy system designers and installers, rebates, energy-rating systems, and funding, on the Housing Resources website.			program is on-going and still appropriate. It remains in the updated element.
H-5.g: Promote energy and water conservation education programs that address steps to energy and water efficiency, benefits of weatherization and weatherization assistance programs, and information of onsite renewable energy generation technologies and financing options.	Education	Ongoing	Progress: Green Building Information Center completed in the Ukiah Civic center. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-5.h: Promote stormwater management systems for multi-family housing developments that have multiple benefits such as bio-swales to reduce downstream flooding, contamination of streams and rivers, fire hazard, and irrigation needs and to distribute stormwater and recharge groundwater.	Education	Ongoing	Progress: Routine practice of Public Works Staff. New storm-water ordinance adopted in 2010. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-5.i: Reduce electricity and natural gas demands by promoting the use of renewable energy technologies in residential and mixed-use projects. Strongly promote solar energy generation, use of solar water heaters, and passive solar design in new housing and, especially, multi-family housing both prior to and during project review.	Education	Ongoing	Progress: Routine practice during project review. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-5.j: Work with developers to create residential neighborhoods with mixed housing densities, types, and housing affordability levels that promote human interaction, neighborhood-scale services and facilities, safety, and connectivity to schools, neighborhoods, and commerce.	Education	Ongoing	Progress: No opportunities have surfaced. Poised to implement. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-5.k: Adopt a form based zoning code for the downtown	Education	Ongoing	Progress: Downtown form-

that would promote and provide opportunity for compact, pedestrian friendly, infill mixed use development including a variety of housing types.			based code adopted in 2012. Appropriateness: Completed and not included in the updated element.
H-6.a: Redesign and reinvigorate the RDA low and moderate income housing program.	Increase affordable housing	Ongoing	Progress: RDA eliminated by the State of California. Appropriateness: RDA eliminated and this program is not included in the updated element.
H-6.b: Develop a Housing Resources webpage that may be used to facilitate the development and improvement of affordable housing. Included on the webpage could be items such as funding resources, affordable housing development agencies and developers, energy conservation and green-building resources and services.	Education	Ongoing	Progress: New City website under construction 2012-2014. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.
H-6.c: Conduct periodic meetings with developers and non-profit housing development agencies to identify constraints to development of affordable housing and use the information gained to consider zoning code amendments.	Education	Ongoing	Progress: Reduced staff and the elimination of the Ukiah RDA have stalled efforts. Appropriateness: This program is on-going and still appropriate. It remains in the updated element.



APPENDIX D

Zoning Matrix



CITY OF UKIAH
Department of Planning & Community Development, 300 Seminary Avenue, Ukiah, CA 95482
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BASE ZONING DISTRICTS – LAND USE MATRIX

This matrix provides a generalized reference for identifying uses by zoning district. The matrix is not adopted and does not amend or substitute for regulations adopted by the City. Consult the Ukiah Municipal Code (Division 9, Chapter 2, Zoning) for definitions, regulations, standards and exceptions. Other regulations may apply. Some base and combining zoning districts are not shown. The Ukiah Municipal Code is online at: <http://66.113.195.234/CA/Ukiah/index.htm>

BASE ZONING DISTRICTS – GENERALIZED LAND USE MATRIX (A = Allowed use by right, UP = Use permit required)

USE	R-1	R-2	R-3	C-N	C-1	C-2	M	PF
RESIDENTIAL								
Condominiums	UP	A	A		A			
Duplexes		A	A		UP			
Dwelling groups		UP	UP					
Multiple-family residential units, apartment houses		A	A		UP	UP		
Mobile home parks			UP		UP	UP	UP	
Manufactured homes	A	A	A					
Single-family dwellings	A	A	A	A	UP			
Single-family dwelling - 3,000 square foot lot		UP						
Second dwelling units	A	A	A	A	A			
Farm labor camps								
Resident manager/security personnel housing						UP	UP	
RESIDENTIAL/COMMERCIAL								
Mixed residential with compatible commercial land uses					UP	UP		
Mixed rental dwelling units with allowed or permitted use(s)				UP				
Boarding or rooming houses		A	A					
Bed and breakfast establishments	UP	UP	UP	UP	A	UP		
Hotels, motels			UP		A	UP	UP	
PUBLIC, QUASI-PUBLIC, COMMUNITY								
Public buildings, structures and uses			UP			UP		A

BASE ZONING DISTRICTS – GENERALIZED LAND USE MATRIX
(A = Allowed use by right, UP = Use permit required)

USE	R-1	R-2	R-3	C-N	C-1	C-2	M	PF
Public buildings and places of temporary public assembly	UP	UP						
Quasi-public buildings, structures and uses						UP		UP
Public or private schools	UP	UP		UP	A			A
Churches, chapels, religious assembly and instruction	UP	UP	UP	UP	A			
Small family child daycare home - 6 maximum		A						
Small family child daycare home - 8 maximum, including children under the age of ten (10) years who reside at the home	A		A	UP	A			
Large family child daycare home - 7 - 14 including children under the age of 10 who reside at the home	UP	UP	UP	UP	UP			
Community care facility - 6 maximum	A	A	A		A			
Community care facility - 7 - 12	UP	UP	UP		UP			
Small homeless facilities - 7 - 12 (see section 9171)	UP	UP	UP	A	A	UP	UP	UP
Large homeless facilities - more than 12 (see section 9171)	UP	UP	UP	UP	UP	UP	UP	UP
Rest homes, convalescent services, residential medical facilities		UP	UP	UP				
Hospitals and pharmacies			UP	UP				
Conservation and natural resource conservation areas								A
Airports and aviation-related functions and uses								A
Corporation yards								UP
Public cemeteries and similar uses								UP
Public transportation facilities								UP
Public utility facilities and uses								A
Recycling facility						A		
Refuse disposal/recycling areas, refuse transfer stations								UP
Minor food services unrelated to primary use								A
Historical sites and monuments								A
Parks, community gardens, playgrounds	UP	UP	UP			UP		A
Fairgrounds								A
Community concerts, farmers markets, craft bazaar, flea markets								UP
COMMERCIAL								
Bar, dance hall, live entertainment establishment, nightclub					UP			
Billiard parlor, amusement arcade, bowling alley					UP			
Theater					UP			
Adult entertainment businesses (see section 9176)							UP	UP
Social halls and lodges		UP			UP			
Circuses, carnivals, amusement parks, open air theaters, similar	UP*	UP*	UP*	UP*	UP*	UP	UP*	UP

BASE ZONING DISTRICTS – GENERALIZED LAND USE MATRIX
(A = Allowed use by right, UP = Use permit required)

USE	R-1	R-2	R-3	C-N	C-1	C-2	M	PF
temporary establishments involving large assemblages of people								
Home occupations	A	A	A	A				
Outdoor sales establishments (see section 9184)	UP	UP		UP	UP	UP	UP	
Professional offices generally			UP	A	A	UP	UP	
Professional office - converted from a single-family residence		UP						
Medical offices				A				
Banks					A			
Business services						A		
Personal service establishments				UP	A		UP	
Barbershops, beauty shops			UP	A				
Coin operated laundromat			UP			A		
Laundry service						A		
Drugstores				A				
Florist			UP	A				
Video rentals/sales			UP					
Tailor shop				UP				
Bookstore				UP				
'Mom and pop' convenience grocery stores, delicatessens			UP	A				
Bakeries			UP	UP				
Coffee shops			UP	UP				
Restaurants, cafes (no drive-through)				UP				
Restaurants (includes drive-through)					A	UP		
Retail stores					A	UP	UP	
Retail – except large commercial retail stores (such as department stores, supermarkets, chain drugstores, discount clothing stores)				UP				
Wholesale stores						A		
Kennel, pet shop, and pet services						A		
Veterinarian					UP			
HEAVY COMMERCIAL OR INDUSTRIAL								
Auto sales – new or used					A	A		
Auto – repair, body and painting, car wash, service (gas) station					A	A	A	
Equipment repair shop						A	A	
Auto wrecking, junk yards							A	
Public or private parking lots for automobiles to accommodate primary use, or when next to C-N, C-1 or C-2 (see section 9176)	UP	UP	A					

BASE ZONING DISTRICTS – GENERALIZED LAND USE MATRIX
(A = Allowed use by right, UP = Use permit required)

USE	R-1	R-2	R-3	C-N	C-1	C-2	M	PF
Parking lots					UP			
Transportation services						A		
Blacksmith shops							A	
Building materials yards, lumber yards							A	
Construction sales and service						A	A	
Farm equipment sales and feed stores						A	A	
Cabinet shop					UP	A	A	
Machine shop					UP	A	A	
Planing mills							A	
Sign shop						A	A	
Safety services						A		
Mini/convenience storage					UP	A	A	
Storage facilities and bulk fuel storage							A	UP
Warehousing and distribution (limited)						A	A	
Warehousing and distribution (general)							UP	
Wholesale and storage establishments							A	
Light manufacturing and industrial uses						UP	A	UP
Industrial, manufacturing, or storage uses objectionable due to smoke, dust, noise, radioactivity, vibration, bright light, etc.							UP	
Heavy industrial and manufacturing uses without appreciable offensive or objectionable noise, odor, dust or nuisance factors							A	
Removal of minerals, earth, other natural materials (see section 9176)	UP	UP	UP	UP	UP	UP	UP	UP
Temporary uses meeting purpose and intent of district, not to exceed 6 months (see section 9176)	UP	UP	UP	UP	UP	UP	UP	UP
Fences - 6' or less	A	A	A	A	A	A	A	A
Fences - exceeding 6 feet (see section 9178)	UP	UP	UP	UP	UP	UP	UP	UP
Accessory uses and buildings	A	A	A	A	A	A	A	A

Source: City of Ukiah - Planning and Community Development Department, 6/2007

California Department of Housing and Community Development
Housing Element Update Schedule for Regional Housing Need Assessment (RHNA)

The jurisdiction that will report new housing units to Department of Finance (annual Housing Unit Survey) can take RHNA credit (1 time) for units approved (entitled or permitted) or built since the start date of the RHNA Projection Period.

Last updated: December 7, 2018

Number of Jurisdictions (539)	Council of Governments/Jurisdictions	Sixth Housing Element (HE) Revision Due Date <i>Estimated/Actual ^{1/ 2/}</i>
	6th RHNA Cycle	
2	<u>Calaveras County (HCD acts as COG):</u> Calaveras County (1) and all cities [1] <u>6th Cycle RHNA Projection Period (8.5 years)</u> December 31, 2018 – June 15, 2027	June 15, 2019* <i>Actual</i> <u>HE Planning Period (8 years): ⁴</u> <u>June 15, 2019 – June 15, 2027</u>
4	<u>Nevada County (HCD acts as COG):</u> Nevada County (1) and all cities [3]	
2	<u>Mono County (HCD acts as COG):</u> Mono County (1) and all cities [1]	August 15, 2019* <i>Actual</i>
5	<u>Mendocino Council of Governments (MCOG):</u> Mendocino County (1) and all cities [4]	<u>HE Planning Period (8 years): ⁴</u> <u>August 15, 2019 – August 15, 2027</u>
3	<u>Lake County City Area-wide Planning Council:</u> Lake County (1) and all cities [2] <u>6th RHNA Projection Period (8.7 years):</u> December 31, 2018 – August 15, 2027	
8	<u>Humboldt County Association of Governments (HCAOG):</u> Humboldt County (1) and all cities [7] <u>6th RHNA Projection Period (8.7 years):</u> December 31, 2018 – August 31, 2027	August 31, 2019* <i>Actual</i> <u>HE Planning Period (8 years): ⁴</u> <u>August 31, 2019 – August 31, 2027</u>
17	<u>Other Regions (non-COG) (HCD acts as COG):</u> Counties (total 9). Cities [total 8]. Alpine [0], Lassen [1], Mariposa [0], Modoc [1], Plumas [1], Sierra [1], Tehama [3], Trinity [0], and Tuolumne [1] <u>6th RHNA Projection Period (5.7 years):</u> December 31, 2018 – August 31, 2024	August 31, 2019 <i>Actual</i> <u>HE Planning Period (5 years): ³</u> <u>August 31, 2019 – August 31, 2024</u>
4	<u>Shasta County (HCD acts as COG):</u> Shasta County (1) and all cities [3] <u>6th Cycle RHNA Projection Period (9.4 years)</u> December 31, 2018 – April 15, 2028	April 15, 2020* <i>Actual</i> <u>HE Planning Period (8 years): ⁴</u> <u>April 15, 2020 – April 15, 2028</u>
3	<u>Colusa County (HCD acts as COG):</u> Colusa County (1) and all cities [2] <u>6th Cycle RHNA Projection Period (9.5 years)</u> December 31, 2018 – June 15, 2028	October 15, 2020* <i>Estimate</i> <u>HE Planning Period (8 years): ⁴</u> <u>June 15, 2020 – June 15, 2028</u>

* Consequence of late element adoption: SB 375 (2008, Chapter 728). GC 65588(e)(4). Jurisdictions on an 8-year planning period that do not adopt their element within 120 calendar days from the start date of the planning period must revise and adopt the housing element every four years until timely adopting at least two consecutive revisions by the applicable due date.

California Department of Housing and Community Development
Housing Element Update Schedule for Regional Housing Need Assessment (RHNA)

The jurisdiction that will report new housing units to Department of Finance (annual Housing Unit Survey) can take RHNA credit (1 time) for units approved (entitled or permitted) or built since the start date of the RHNA Projection Period.

Last updated: December 7, 2018

Number of Jurisdictions (539)	Council of Governments/Jurisdictions 6 th RHNA Cycle	Sixth Housing Element (HE) Revision Due Date <i>Estimated/Actual</i> ^{1/ 2/}
8	<u>San Luis Obispo Council of Governments (SLOCOG):</u> San Luis Obispo County (1) and all cities [7] <u>6th Cycle RHNA Projection Period (10 years)</u> December 31, 2018 – December 31, 2028	December 31, 2020* <i>Actual</i> HE Planning Period (8 years): December 31, 2020 – December 31, 2028
6	<u>Amador County (HCD acts as COG):</u> Amador County (1) and all cities [5] <u>6th Cycle RHNA Projection Period (10.1 years)</u> December 31, 2018 – January 31, 2029	January 31, 2021* <i>Estimated</i> HE Planning Period (8 years): ⁴ January 31, 2021 – January 31, 2029
2	<u>Inyo County (HCD acts as COG):</u> Inyo County (1) and all cities (1) <u>6th Cycle RHNA Projection Period (10.1 years)</u> December 31, 2018 – February 15, 2029	February 15, 2021* <i>Estimate</i> HE Planning Period (8 years): ⁴ February 15, 2021 – February 15, 2029
19	<u>San Diego Association of Governments (SANDAG):</u> San Diego County (1) and all cities [18] <u>6th RHNA Projection Period (8.8 years):</u> June 30, 2020 – April 15, 2029	April 15, 2021* <i>Actual</i> HE Planning Period (8 years): April 15, 2021 – April 15, 2029
3	<u>Glenn County (HCD acts as COG):</u> Glenn County (1) and all cities [2] <u>6th Cycle RHNA Projection Period (10.4 years)</u> December 31, 2018 – April 15, 2029	April 15, 2021* <i>Estimate</i> HE Planning Period (8 years): ⁴ April 15, 2021 – April 15, 2029
29	<u>Sacramento Area Council of Governments (SACOG):</u> Counties (6) and cities [23] within each county: El Dorado [2], Placer [6], Sacramento [7], Sutter [2], Yolo [4], and Yuba [2] <u>Tahoe Regional Planning Agency (TRPA)</u> City of South Lake Tahoe (included in SACOG count) <u>5th RHNA Projection Period (8.1 years):</u> June 30, 2021 – August 31, 2029	August 31, 2021 <i>Estimate</i> HE Planning Period (8 years): August 31, 2021 – August 31, 2029
197	<u>Southern California Association of Governments (SCAG):</u> Counties (6) and cities [191] within each county: Imperial [7], Los Angeles [88], Orange [34], Riverside [28], San Bernardino [24], and Ventura [10] <u>6th RHNA Projection Period (8.3 years):</u> June 30, 2021 – October 15, 2029	October 15, 2021* <i>Estimate</i> HE Planning Period (8 Years): October 15, 2021 – October 15, 2029

* Consequence of late element adoption: SB 375 (2008, Chapter 728). GC 65588(e)(4). Jurisdictions on an 8-year planning period that do not adopt their element within 120 calendar days from the start date of the planning period must revise and adopt the housing element every four years until timely adopting at least two consecutive revisions by the applicable due date.

117

California Department of Housing and Community Development
Housing Element Update Schedule for Regional Housing Need Assessment (RHNA)

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Last updated: December 7, 2018

Number of Jurisdictions (539)	Council of Governments/Jurisdictions 6 th RHNA Cycle	Sixth Housing Element (HE) Revision Due Date <i>Estimated/Actual</i> ^{1/} ^{2/}
10	<u>Siskiyou (HCD acts as COG):</u> Siskiyou County (1) and all cities [9] <u>6th Cycle RHNA Projection Period (9 years)</u> December 31, 2018 – December 15, 2029	December 15, 2021* <i>Estimate</i> <u>HE Planning Period (8 years):</u> ⁴ December 15, 2021 – December 15, 2029
2	<u>Del Norte County (HCD acts as COG):</u> Del Norte County (1) and all cities [1] <u>6th Cycle RHNA Projection Period (11.4 years)</u> December 31, 2018 – May 15, 2030	May 15, 2022* <i>Estimate</i> <u>HE Planning Period (8 years):</u> ⁴ May 15, 2022 – May 15, 2030
6	<u>Butte County Association of Governments (BCAG):</u> Butte County (1) and all cities [5] <u>RHNA Projection Period XX years):</u> December 31, 2021 – May 15, 2029	June 15, 2022* <i>Estimate</i> <u>HE Planning Period (8 years):</u> June 15, 2022 – June 15, 2030
109	<u>Association of Bay Area Governments (ABAG):</u> Counties (9) and all cities [100] within each county: Alameda [14], Contra Costa [19], Marin [11], Napa [5], San Francisco [0], San Mateo [20], Santa Clara [15], Solano [7], and Sonoma [9] <u>6th RHNA Projection Period (8.5 years):</u> June 30, 2022 – January 15, 2031	January 15, 2023* <i>Estimate</i> <u>HE Planning Period (8 years):</u> January 15, 2023 – January 15, 2031
9	<u>Santa Barbara County Assn of Governments (SBCAG):</u> Santa Barbara County (1) and all cities [8] <u>6th RHNA Projection Period (8.7 years):</u> June 30, 2022 – February 15, 2031	February 15, 2023* <i>Estimate</i> <u>HE Planning Period (8 years):</u> February 15, 2023 – February 15, 2031
18	<u>Association of Monterey Bay Area Governments (AMBAG):</u> The counties (2) and all cities [16] within each county: Monterey County [12] and Santa Cruz County [4]	December 15, 2023* <i>Estimate</i> <u>HE Planning Period (8 years):</u> December 15, 2023 – December 15, 2031
3	<u>San Benito County Council of Governments (San Benito COG):</u> San Benito County [1] and all cities [2]	
8	<u>San Joaquin County Council of Governments (SJCOG):</u> San Joaquin County (1) and all cities [7]	
10	<u>Stanislaus County Council of Governments (Stan COG):</u> Stanislaus County (1) and all cities [9] <u>6th RHNA Projection Period (8.5 years):</u> June 30, 2023 – December 15, 2031	

* Consequence of late element adoption: SB 375 (2008, Chapter 728). GC 65588(e)(4). Jurisdictions on an 8-year planning period that do not adopt their element within 120 calendar days from the start date of the planning period must revise and adopt the housing element every four years until timely adopting at least two consecutive revisions by the applicable due date.

118

California Department of Housing and Community Development

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Last updated: December 7, 2018

Number of Jurisdictions (539)	Council of Governments/Jurisdictions 6 th RHNA Cycle	Sixth Housing Element (HE) Revision Due Date <i>Estimated/Actual</i> ^{1/} ^{2/}
16	<u>Fresno Council of Governments (FCOG):</u> Fresno County (1) and all cities [15]	January 15, 2024* <i>Estimate</i>
12	<u>Kern Council of Governments (KCOG):</u> Kern County (1) and all cities [11]	
5	<u>Kings County Association of Governments (KCAG):</u> Kings County (1) and all cities [4]	
3	<u>Madera County Transportation Commission (MCTC)</u> <u>(HCD acts as COG):</u> Madera County (1) and all cities [2]	
9	<u>Tulare County Association of Governments (TCAG):</u> Tulare County (1) and all cities [8]	
	<u>6th RHNA Projection Period (8.6 years):</u> June 30, 2023 – January 15, 2032	<u>HE Planning Period (8 years):</u> January 15, 2024 – January 15, 2032
7	<u>Merced County Association of Governments (MCAG):</u> Merced County (1) and all cities [6]	March 15, 2024* <i>Estimate</i>
	<u>6th RHNA Projection Period (8.8 years):</u> June 30, 2023 – March 15, 2032	<u>HE Planning Period (8 years):</u> March 15, 2024 – March 15, 2032

NOTES:

1. Until actual RTP adoption date is known, housing element due date is marked “*Estimated.*”
 - a. “***Estimated***” date is based on required MPO/RTPA 12-month notice to HCD and any subsequent required notices from changes to the estimated RTP adoption date.
 - b. “***Actual***” date is based on official RTP adoption date. An adoption date past the estimated date used by HCD to determine the RHNA period will change the actual housing element due date and period past the RHNA period (GC 65588(e)(5)).
2. HCD rounds up the housing element due date falling in a month to the 15th or last day of the month.
3. To change from a 5-year to a 8-year housing element period, an MPO/RTPA must elect to adopt the RTP on a 4-year schedule. After making an election, all local governments within a county in the region change the next housing element period to 8-years. For the next 7th housing element cycle (starting after August 31, 2024), the election must have been made by **March 1, 2020** (54 months before the next housing element due date) and the next RTP adopted within three (3) years of the election date. For HCD to determine RHNA and housing element periods, GC 65588(e)(5) requires MPOs and RTPAs on a 4-year RTP update schedule to notify HCD in writing of the estimated RTP adoption date at least 12 months prior to the estimated adoption date.
4. Elected to change from 5-year to 8-year housing element planning period.

* *Consequence of late element adoption: SB 375 (2008, Chapter 728). GC 65588(e)(4). Jurisdictions on an 8-year planning period that do not adopt their element within 120 calendar days from the start date of the planning period must revise and adopt the housing element every four years until timely adopting at least two consecutive revisions by the applicable due date.*

Completeness Checklist

Local agency staff can use the following checklist to help ensure that the housing element addresses all required issues. Please note that use of this checklist is advisory, and only contains issues that are legally required in [Government Code section 65583](#). Housing elements may include additional content at the discretion of the local jurisdiction. For example, the housing element is well suited to address requirements related to environmental justice and disadvantaged unincorporated communities. Because general plan formats may vary, this checklist suggests identifying where the particular government code provision is satisfied.

Statutory Citation	Brief Description of Requirement
Gov. Code §65583(c)(8)	Public Participation: description of diligent effort to include all economic segments of the community
Gov. Code §65588	Review and Revise: - Progress in implementation - Effectiveness of the element - Appropriateness of goals- objectives, policies and programs
Gov. Code §65583(a)(1 and 2)	Housing Needs Assessment: Quantification and analysis of existing and projected housing needs Populations and employment trends, including documentation of projections Housing and Household characteristics, including: - Level of payment compared with ability to pay (overpaying households) - Housing stock conditions - Overcrowded households Existing and projected needs for all income levels, including: - Regional Housing Need Allocation (RHNA) - Existing housing need for extremely low income households - Projected housing need for extremely low income households based on RHNA or Census
Gov. Code §65583(a)(7)	Persons with Special Needs: Identification and analysis of any special housing needs including: - Elderly - Persons with disabilities, including developmental disabilities - Large Households - Farmworkers (seasonal and permanent) - Female headed households - Homeless (annual and seasonal) - Other
Gov. Code §65583(a)(9)	At-risk Units: Inventory of at-risk units (10 years from the housing element due date) - Estimate of replacement versus preservation costs - Identification of qualified entities - Identification of potential funding
Gov. Code §65583(a)(5 and 6)	Potential Governmental Constraints: Include an analysis of actual and potential governmental constraints for each of the following: - Land use controls - Building codes and their enforcement - Site improvement requirements - Fees and other exactions - Local processing and permit procedures - Housing for persons with disabilities - Transitional housing and supportive housing as a residential use of property and subject only to those restrictions that apply to other residential dwellings of the same type in the same zone
Gov. Code §65583(a)(5 and 6)	Potential Non-governmental Constraints Include an analysis of actual and potential non-governmental constraints for each of the following: - Availability of financing - Price of land - Cost of construction

Statutory Citation	Brief Description of Requirement
Gov. Code §65583 (a) (3) and 65583.2	Sites Inventory and Analysis: • Listing of properties by parcel number or other unique reference showing for each parcel • General description of environmental constraints to the development of housing • General description of infrastructure (planned/available) including water, sewer and other dry utilities, including availability and access to distribution facilities • For Non-vacant sites, specify the additional development potential for each site within the planning period and provide an explanation of the methodology to determine development potential • Demonstration of zoning to accommodate the housing need for lower income households • Map of sites included in the inventory • Number of units built between the start of the projection period and the deadline for adoption of the housing element (optional) • Number of units proposed using alternative provisions such as rehabilitation, conversion, preservation or accessory dwelling units (optional) • Analysis of whether inventory provides for a variety of housing types (Multifamily rental housing, Factory-built housing, Mobile homes, Housing for agricultural employees, Emergency Shelters, Transitional and supportive housing) • Carryover obligation (AB 1233), if applicable
Gov. Code §65583(b) and (c) (1 through 6)	Quantified Objectives and Housing Programs: Provide statement of quantified objectives; Maximum number of units, by income group, including extremely low-income of: • New construction; • Rehabilitation; and • Conservation.
Gov. Code §65583(c)	Include programs with: • Schedule of specific actions; and • Timeline for implementation with a beneficial impact in the planning period; and Identification of agencies and officials responsible for implementing each program.
Gov. Code §65583(c)(1)	Program(s) providing adequate sites: • Programs to rezone and any other programs needed to address a shortfall of sites to accommodate the regional housing need, if applicable, and any programs included pursuant to Section 65583.2(h) and (i) or carryover obligation pursuant to Section 65584.09. • Programs to rezone and any other programs needed to address a shortfall of capacity for housing for farmworkers that could not be accommodated on sites identified in the inventory, if applicable. • If applicable, programs to facilitate a variety of housing types, including multifamily rental, factory-built housing, mobile homes, housing for agricultural employees, supportive housing, single room occupancy, emergency shelters and transitional and supportive housing.
Gov. Code §65583(c)(2)	Programs to assist in the development of housing for extremely low, very low, low and moderate income households.
Gov. Code §65583(c)(3)	Programs to address governmental constraints and where appropriate and legally possible, to remove constraints to the maintenance, improvement and development of housing.
Gov. Code §65583(c)(3)	Program to remove constraints on housing for persons with disabilities and provide reasonable accommodation for housing for persons with disabilities.
Gov. Code §65583(c)(4)	Program(s) to conserve and improve the condition of the existing affordable housing stock.
Gov. Code §65583(c)(5)	Program(s) to promote housing opportunities for all persons.
Gov. Code §65583(c)(6)	Program(s) to preserve at-risk units.
Other Requirements	
Gov. Code §65583 (c) (7)	Description of general plan consistency.
Gov. Code §65585	Review by HCD and legislative body.
Gov. Code §65588	Analysis of construction, demolition and conversion of housing for lower income households in the Coastal Zone.
Gov. Code §65583 (a) (8)	Description of opportunities for energy conservation in residential development.
Gov. Code §65589.7	Water and Sewer Priority See the HCD Memo at http://www.hcd.ca.gov/hpd/memo_sb1087.pdf . *
Gov. Code §65589.5	Housing accountability act; analysis for rejection.



AGENDA SUMMARY REPORT

SUBJECT: Approval of the February 20, 2019, Regular Meeting Minutes

DEPARTMENT: Clerk/Admin

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - Draft Minutes for February 20, 2019](#)

Summary: Council will consider approving the Minutes of February 20, 2019, a Regular Meeting (Attachment 1).

Background: N/A

Discussion: N/A

RECOMMENDED ACTION: Approve the Minutes of February 20, 2019, a Regular Meeting, as submitted.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: _____


Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting, Budget Workshop, Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
January 16, 2019
5:00 p.m.**

JOINT MEETING WITH THE UKIAH VALLEY FIRE DISTRICT

Ukiah City Council and the Ukiah Valley Fire District met at a Special Meeting on February 20, 2019, having been legally noticed on February 15, 2019. Mayor Mulheren called the meeting to order at 5:31 p.m. Roll was taken with the following **Councilmembers Present:** Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Councilmember Absent:** Juan V. Orozco. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Cathy Elawadly, Deputy City Clerk.

Ukiah Valley Fire District Board (UVFD) Members Present: David B. Haas, Patrick Garrett, Jenifer Bazzani, D. C. Carpenter, and Allen Cherry.

UVFD Staff Present: Daniel Grebil, Ukiah Valley Fire Authority Administrator; Kevin Jennings, Fire Marshal; Jeff Adair, Training Officer; Stephanie Abba, Clerk of the UVFD Board.

PLEDGE OF ALLEGIANCE AND ROLL CALL

AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Presenter: Susan Knopf.

NEW BUSINESS

a. Administer of Oath, Introduction, and Badge Pinning of New Fire Chief, Douglas Hutchison.

Presenters: Daniel Grebil, Fire Authority Administrator and Sage Sangiacomo, City Manager.

District Clerk Abba administered the Oath of Office to new Chief Hutchison.

The wife of Chief Hutchison pinned the official badge onto the Chief.

Public Comment: None.

ADJOURNMENT

There being no further business, the joint meeting between the City and the UVFD was adjourned at 5:46 p.m.

BUDGET WORKSHOP

a. Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 18-19 and Review of Draft Objectives for Fiscal Year 19-20.

Presenters: FINANCE: Dan Buffalo, Finance Director; Daniel Grebil, Ukiah Valley Fire Authority & Sage Sangiacomo, City Manager.

Public Comment: None.

Council Consensus to continue the aforementioned Budget Workshop to the next regular Council

meeting.

The Budget Workshop was adjourned at 5:59 p.m.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Regular Meeting on February 20, 2019, having been legally noticed on February 15, 2019. Mayor Mulheren called the meeting to order at 6:01 p.m. Roll was taken with the following **Councilmembers Present:** Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, Douglas F. Crane, and Maureen Mulheren. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Cathy Elawadly, Deputy City Clerk.

MAYOR MULHEREN PRESIDING.

The Pledge of Allegiance was led by C. Thompson.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation of the Ukiah City Council Recognizing March as Women's History Month.

Presenter: Mayor Mulheren.

Public Comment: None.

Proclamation was received by Katarzyna Rolzinski.

b. Proclamation Recognizing and Celebrating STEM Programs in our Community.

Presenter: Mayor Mulheren.

Public Comment: None.

Proclamation was received by Ukiah Unified School District Representative.

c. Mendocino-Rebuilding Our Community One-Year Anniversary of the Redwood Complex Fire Report Presentation.

Presenter: Tami Bartolomei, Community Services Administrator / Emergency Management Coordinator and Megan Barber Allende, Community Foundation of Mendocino County.

Presentation was received.

d. Presentation of Awards that have been received by The City of Ukiah Public Work Department for Redwood Business Park Transportation Improvement and Talmage Road Interchange Project.

Presenter: Tim Eriksen, Public Works Director / City Engineer and Jarod Thiele, Public Works Management Analyst.

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the February 6, 2019, Regular Meeting Minutes

Motion/Second: Brown/Crane to approve Minutes of February 6, 2019, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of January 2019 – *Finance*.
- b. Request for Approval to Reclassify the Salary Range of the Airport Manager Job Classification – *Human Resources*.
- c. Award Contract (*COU No. 1819-171*) for the Oak Manor Joint Trench Project, Specification No. 18-07, to Wylatti Resource Management, Inc. in the Amount of \$489,943.56 – *Electric Utility*.
- d. Approval of Execution of Contract Amendment No. 3 (*COU No. 1718-128-A3*) to the Agreement with Crawford & Associates, Inc. in an Amount not to Exceed \$12,000 for Additional On-Call Planning Services, and Approve Corresponding Budget Amendment – *Community Development*.
- e. Consideration of Approval of Budget Amendment to Fund Associate Planner Position in the Planning Division of the Community Development Department – *Community Development*.
- ~~f. Authorization for City Manager to Negotiate and Execute a Contract for Legal Services with Briscoe, Ivester, and Bazel, LLP for Counsel on Issues Related to Water, Natural Resources, and Planning – *Water Resources*. Pulled and placed as agenda item 13f.~~
- g. Authorize City Manager to Formally Notify the Ukiah Valley Sanitation District of Objections, if any, to the 2018-19 Fiscal Year Budget – *Finance*.

Motion/Second: Crane/Brown to approve Consent Calendar Items 7a,b,c,d,e,g, as submitted, and pulled item 7f to become 13f of this agenda. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Randal McDonald, Lindsey Wood, Heather (no surname given), Lisa Beck, Ferdinand Thieriot, John McCowen, and two unidentified persons.

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager and Craig Schlatter, Community Development Director.

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

a. Receive an Update Report on the History and Status of the Streetscape Project.

Presenter: Tim Eriksen, Public Works Director / City Engineer & Shannon Riley, Deputy City Manager.

Public Comment: Neil Davis, Laura Fogg, unidentified person, Jill Gordon, John McCowen, Carol Lindberg, Alyssum Wier, unidentified person, Nancy Rudig, Tracy Thieriot, Ferdinand Thieriot, Ronald Parker, Nephele Barrett, Phil Baldwin, Mark Hilliker, Matt Fronberger, Ken Steely, Casey Gray, unidentified person.

Report was received.

13d. New Business

Award Professional Services Agreement to GHD Inc. in the Amount of \$1,257,720 for Preparation of Plans, Specifications, and Estimate for the Downtown Streetscape, Road Diet, & Utilities Project and Approve Budget Amendment.

Presenters: Tim Eriksen, Public Works Director / City Engineer & Sage Sangiacomo, City Manager.

Public Comment: Roe Sandelin, Carol (Surname inaudible).

Motion/Second: Crane/Brown to award professional services agreement (*COU No. 1819-173*) to GHD Inc. in the amount of \$1,257,720 to prepare the plans, specifications, and estimate for the Downtown Streetscape, Road Diet, & Utilities Project and approve budget amendment. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

Break: 9:27 p.m.

Reconvene: 9:33 p.m.

13. NEW BUSINESS

a. Consider Approval of Specification #19-02, Final Plans and Specifications for Vinewood Park Renewal - Phase 1 Funded by Housing-Related Parks Program.

Presenter: Jake Burgess, Recreation Supervisor.

Public Comment: Nancy Parker.

Motion/Second: Brown/Scalmanini to approve Specification #19-02, final plans and specifications Vinewood Park Renewal - Phase 1. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: Crane.

12b. Unfinished Business

Consideration of Authorization to the City Manager to Negotiate and Execute Purchase Agreement for Three Parcels on East Gobbi Street, APNs 003-040-77, 003-040-78, and 003-040-79.

Presenter: Craig Schlatter, Community Development Director.

Public Comment: Phil Baldwin.

Motion/Second: Crane/Scalmanini to approve of Community Development Director Determination that the purchase of APNs 003-040-77, 003-040-78, and 003-040-79 qualifies for a CEQA exemption and consider authorization to the City Manager to negotiate and execute a Purchase Agreement (*COU No. 1819-172*) for the three parcels on East Gobbi Street. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

13.

b. Approve an Electric Vehicle Charger Rebate Program, Funded by Low Carbon Fuel Standard Credit Proceeds, Approve the Establishment of a Low Carbon Fuel Standard Reserve Account, Establish an Electric Cap-and-Trade Account Loan, and Authorize the City Manager to Execute Necessary Documents Including Registration of the Electric Department for the Low Carbon Fuel Standard Program Through Air Resources Board.

Presenter: Mel Grandi, Electric Utility Director and Diann Lucchetti, Electric Program Coordinator.

Public Comment: None.

Motion/Second: Crane/Scalmanini to approve an Electric Vehicle Charger Rebate Program, funded by low carbon fuel standard credit proceeds, approve the establishment of a Low Carbon Fuel Standard (LCFS) reserve account, establish a \$30,000 Electric Cap-and-Trade account loan to the LCFS reserve account, and authorize the City Manager to execute necessary documents including registration of the Electric Department for the low carbon fuel standard program Page 5 of 6 through Air Resources Board. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

c. Electric Vehicle Charging Station Program Discussion and Update.

Presenter: Mel Grandi, Electric Utility Director and Shannon Riley, Deputy City Manager.

Public Comment: Sean White, John McCowen, Randal McDonald.

Report was received.

e. Receive Updates on City Council Committee and Ad Hoc Assignments and, if necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

Presenter: Mayor Mulheren.

Public Comment: None.

Report was received.

f. Authorization for City Manager to Negotiate and Execute a Contract for Legal Services with Briscoe, Ivester, and Bazell, LLP for Counsel on Issues Related to Water, Natural Resources, and Planning – from Consent Calendar Item 7f

Presenter: Sean White, Water/Sewer Utilities Director.

Public Comment: Phil Baldwin.

Motion/Second: Crane/Brown to approve Consent Calendar Items 7f, as submitted (COU No. 1819-170), Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: Scalmanini.

14. **CLOSED SESSION**

There was no closed session.

15. **ADJOURNMENT**

There being no further business, the meeting adjourned at 10:47 p.m.



AGENDA SUMMARY REPORT

SUBJECT: Notification of Software and Hardware Support Renewal for Checkpoint Firewall in the Amount of \$27,069.68.

DEPARTMENT: Information Technology

PREPARED BY: Michael Ingwell

ATTACHMENTS:

[Attachment 1 - Bid Tabulation](#)

Summary: Staff is notifying City Council of the Checkpoint Firewall Yearly Software and Hardware Renewal from Carintech LLC in the Amount of \$27,069.68.

Background: The City of Ukiah utilizes a Checkpoint Perimeter Firewall to protect our network from outside threats that can originate from the internet. Equipment and services provided in the agreement include:

- Detects and controls application usage
- Identifies, allows, blocks or limits usage of applications, and features within them, which enables safe Internet use while protecting against threats and malware
- Creates granular policy definitions per user and group
- Integrates seamlessly with Active Directory and protects our internal infrastructure and internet applications
- Provides the benefits of application control and intrusion protection (IPS), as well as Intrusion Detection

RECOMMENDED ACTION: Receive Report.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$27,069.68 Account Number 20913900.54320

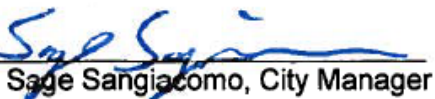
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: IT Software

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order #45890

COORDINATED WITH: Seth Strader, Buyer

Approved: _____


Sage Sangiacomo, City Manager

System(IDS)

Discussion: The City of Ukiah utilizes a Checkpoint Perimeter Firewall to protect our network from outside threats that can originate from the internet. In order to utilize the above applications Checkpoint requires a yearly purchase of software licenses along with a manufacture support contract for any hardware issues that may arise.

Purchasing issued a Request for Bid for this renewal. Please see Attachment 1 for a copy of the bid tabulation. Carintech LLC was the lowest responsible bidder in the amount of \$27,069.68.

RFB - E37119 Checkpoint License Renewal								
ITEM #	ITEM DESCRIPTION	QTY	CarlNTech		SHI International		Dataway US	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	#CPBP-NGTP Check Point Enterprise Based Protection	1	\$ 14,113.44	\$ 14,113.44	\$ 14,880.62	\$ 14,880.62	\$ 14,915.34	\$ 14,915.34
2	#CPES-SS-STANDARD Support for Software Gateways	1	\$ 4,380.64	\$ 4,380.64	\$ 4,618.76	\$ 4,618.76	\$ 4,629.54	\$ 4,629.54
3	#CPES-SS-STANDARD-ADD Support for Appliance Gateways	1	\$ 7,255.60	\$ 7,255.60	\$ 7,650.00	\$ 7,650.00	\$ 7,667.85	\$ 7,667.85
4	#CPSB-EVS-SM205-1Y Annuity Blades	1	\$ 1,320.00	\$ 1,320.00	\$ 1,391.75	\$ 1,391.75	\$ 1,395.00	\$ 1,395.00
	GRAND TOTAL			\$ 27,069.68		\$ 28,541.13		\$ 28,607.73
RFB - E7119 Checkpoint License Renewal								
ITEM #	ITEM DESCRIPTION	QTY	Sharper Technology		Zensar Technology		CDW-G	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	#CPBP-NGTP Check Point Enterprise Based Protection	1	\$ 16,030.00	\$ 16,030.00	\$ 13,223.00	\$ 13,223.00	\$ 7,245.42	\$ 7,245.42
2	#CPES-SS-STANDARD Support for Software Gateways	1	\$ 4,970.00	\$ 4,970.00	\$ 16,038.00	\$ 16,038.00	\$ 12,677.40	\$ 12,677.40
3	#CPES-SS-STANDARD-ADD Support for Appliance Gateways	1	\$ 8,240.00	\$ 8,240.00	\$ 1,500.00	\$ 1,500.00	\$ 19,549.53	\$ 19,549.53
4	#CPSB-EVS-SM205-1Y Annuity Blades	1	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,350.00	\$ 1,350.00
	GRAND TOTAL			\$ 30,740.00		\$ 30,761.00		\$ 40,822.35



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for Slurry Seal of Local Streets, Specification No. 18-02.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin

ATTACHMENTS:

[Notice of Completion-Spec18-02](#)

Summary: Staff is submitting a report to the City Council that recommends accepting the completion of the Slurry Seal of Local Streets, Specification No. 18-02.

Background: The City Council awarded a contract on August 1, 2018, to California Pavement Maintenance of Sacramento, CA in the amount of \$198,118.19 inclusive of quantities to be billed at actual amounts. This project involved the slurry seal of 32 various street locations and placement of striping and street markings.

Discussion: The work of the contract was completed by the contractor in substantial conformance with the approved plans and specifications on November 5, 2018. The City increased the project scope to include slurry seal of pavement sections at the Airport, Civic Center and Ukiah Fire Department parking lots. The final contract cost, based on actual quantities constructed and the authorized contract change order for additional slurry seal and additional use of thermoplastic striping, is \$221,001.32. Final payment of the retention will be

RECOMMENDED ACTION: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for Slurry Seal of Local Streets, Specification No. 18-02.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 12024200.80230: \$206,267.41; 77725200.56300: \$3,474.41; 20822500.56300: \$9,411.50; 10021210.56300: \$924.00; 91521400.56300: \$924.00 PC18007

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract #1819-096

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen Director of Public Works; and Jarod Thiele, Management Analyst

Approved: _____


Sage Sangiacomo, City Manager

made to the contractor after 35 days from the date the Notice of Completion is filed with the County Recorder.

Please return to:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400
(707) 463-6200

No fee pursuant to Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the real property described is owned by the following whose address is: City of Ukiah, a Municipal Corporation, 300 Seminary Avenue, Ukiah, California 95482-5400.
2. That the nature of the title to the Slurry Seal of Local Streets, Specification No. 18-02 of all said owners is that of fee simple.
3. That on the 5th day of November, 2018, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is California Pavement Maintenance, 9390 Elder Creek Road, Sacramento CA 95829.
5. That the real property herein referred to is situated in the County of Mendocino, State of California, and is described as follows: City-owned property identified as stated streets within the City of Ukiah.

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval

CITY OF UKIAH, a Municipal Corporation

Date

By: _____
Kristine Lawler, City Clerk

Date

State of California

County of Mendocino



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for Transportation Improvements for Redwood Business Park, Specification No. 17-09 and Talmage Interchange Improvements Projects, Specification No. 17-07.

DEPARTMENT: Public Works

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - Notice of Completion-Spec17-07 & -09](#)

Summary: Approval of Notice of Completion for Transportation Improvements for Redwood Business Park, Specification No. 17-09 and Talmage Interchange Improvements Projects, Specification No. 17-07

Background: The City Council awarded a contract on September 6, 2017 to Ghilotti Construction Company in the amount of \$4,608,888 for the Transportation Improvements for Redwood Business Park, Specification No. 17-09. On September 20, 2017 City Council awarded a separate contract to Ghilotti Construction Company in the amount of \$1,858,888 for the Talmage Interchange Improvements, Specification No. 17-07.

Discussion: Work on both of these projects began in October of 2017 and continued through late summer of 2018. The final signal installation at the intersection of Talmage Road and Airport Park Boulevard did not occur until December of 2018 due to a manufacturer delay.

During the course of the project Change Orders were issued as reported to Council on November 7, 2018. The

RECOMMENDED ACTION: 1. Accept the work as substantially complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for both project Specification Numbers 17-07 and 17-09

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: Account 12024200.80230 PC 13001- \$7,333,000

PROPOSED BUDGET AMOUNT: 10024620.80230 PC 13001

FINANCING SOURCE: iBank Financing and General Fund Revenues

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contracts 1718-107 and 1718-124

COORDINATED WITH: Tim Eriksen Director of Public Works/City Engineer

Approved: _____


Sage Sangiacomo, City Manager

total contract amount for Specification No 17-07 was \$2,008,942.40 and for Specification No. 17-09 was \$5,144,628.02.

At this time, staff is recommending approval of the Notice of Completion (Attachment 1) for both projects as they are substantially complete.

Total cost for the project, including encumbrances of approximately \$110,000, is \$7,860.014. Staff will come back to Council at a future meeting with the final financing strategy for these costs.

Please return to:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400
(707) 463-6200

No fee pursuant to Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the real property described is owned by the following whose address is: City of Ukiah, a Municipal Corporation, 300 Seminary Avenue, Ukiah, California 95482-5400.
2. That the nature of the title to the Talmage Road Interchange, Specification No. 17-07 of all said owners is that of fee simple.
3. That on the 22nd day of February, 2019, the Contract work for this project was substantially completed.
4. That the name and address of the Contractor is Ghilotti Construction Company, 246 Ghilotti Avenue, Santa Rosa CA 95407.
5. That the real property herein referred to is situated in the County of Mendocino, State of California, and is described as follows: City-owned property identified as stated streets within the City of Ukiah.

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval

CITY OF UKIAH, a Municipal Corporation

Date

By: _____
Kristine Lawler, City Clerk

Date

State of California

County of Mendocino

Please return to:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400
(707) 463-6200

No fee pursuant to Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the real property described is owned by the following whose address is: City of Ukiah, a Municipal Corporation, 300 Seminary Avenue, Ukiah, California 95482-5400.
2. That the nature of the title to the Transportation Improvements for Redwood Business Park, Specification No. 17-09 of all said owners is that of fee simple.
3. That on the 22nd day of February, 2019, the Contract work for this project was substantially completed.
4. That the name and address of the Contractor is Ghilotti Construction Company, 246 Ghilotti Avenue, Santa Rosa CA 95407.
5. That the real property herein referred to is situated in the County of Mendocino, State of California, and is described as follows: City-owned property identified as stated streets within the City of Ukiah.

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval

CITY OF UKIAH, a Municipal Corporation

Date

By: _____
Kristine Lawler, City Clerk

Date

State of California

County of Mendocino



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Removing 60 Lineal Feet of On-Street Parking and Establishing a Bus Loading Zone at 260 Hospital Drive.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 Resolution and Location Map.pdf](#)

Summary: Council will consider a report that recommends establishing a no parking zone at 260 Hospital Drive for an MTA bus loading zone.

Background: The Traffic Engineering Committee (TEC) received a request from the Mendocino Transit Authority (MTA) to establish a bus loading zone at 260 Hospital Drive.

Discussion: A bus stop / no parking zone at the proposed location (Attachment 1, Exhibit A) would occupy approximately 2 on-street parking spaces. Off street parking is available in the parking lots for the various medical buildings and the hospital. However, staff has not observed this location to be a high demand area for on-street parking. Staff notified the property owner at 260 Hospital Drive of the proposed no parking zone / bus loading zone by mail. In addition, staff provided door to door notification of all the offices at 260 Hospital Drive of the proposed no parking zone / bus loading zone. Staff has been notified by MTA that the hospital administration

RECOMMENDED ACTION: Adopt resolution removing 60 lineal feet of on-street parking and establishing a bus loading zone at 260 Hospital Drive.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Director of Public Works / City Engineer; Jacob King, Operations Manager - MTA

Approved: _____


Sage Sangiacomo, City Manager

supports this action. To date, no one else has voiced objection to the proposed no parking zone / bus loading zone.

The TEC reviewed this request at its meeting of February 12, 2019. The TEC recommends approval to the City Council.

Staff recommends adoption of the resolution, included as Attachment 1.

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
REMOVING 60 LINEAL FEET OF ON-STREET PARKING AND ESTABLISHING A
NO PARKING ZONE / BUS LOADING ZONE AT 260 HOSPITAL DRIVE**

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the provisions of Sections 21458 and 22500 of the California Vehicle Code permit the stopping of buses in a red zone marked or posted as a bus loading zone; and

WHEREAS, on February 12, 2019 the Traffic Engineering Committee (Traffic Engineer) considered the request from Mendocino Transit Authority to establish a “No Parking Zone / Bus Loading Zone” within the City of Ukiah; and

WHEREAS, the Traffic Engineer recommends the request regarding this “No Parking Zone / Bus Loading Zone” as shown on the location map, Exhibit “A”.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Ukiah City Council does establish a “No Parking Zone / Bus Loading Zone” at 260 Hospital Drive for a length of 60 feet at the location designated by the City Engineer. The City Engineer shall direct installation of signage and curb painting as necessary.

PASSED AND ADOPTED this 6th day of March, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A



Proposed
Bus Stop



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Removing 60 Lineal Feet of On-Street Parking and Establishing a Bus Loading Zone on the East Side of Mason Street just South of Norton Street.

DEPARTMENT: Public Works

PREPARED BY: Rick Seanor

ATTACHMENTS:

[Attachment 1 Resolution and Location Map](#)

Summary: Council will consider a report that recommends establishing a no parking zone on the east side of Mason Street just south of Norton Street for an MTA bus loading zone.

Background: The Traffic Engineering Committee (TEC) received a request from the Mendocino Transit Authority (MTA) to establish a bus loading zone on the east side of Mason Street just south of Norton Street.

Discussion: A bus stop / no parking zone at the proposed location (Attachment 1, Exhibit A) would occupy approximately 3 on-street parking spaces. However, no vehicles typically park at the proposed bus stop location due to lack of curb and gutter. The TEC reviewed this request at its meeting of February 12, 2019. The TEC recommends approval to the City Council. Staff recommends adoption of the resolution, included as Attachment 1.

RECOMMENDED ACTION: Adopt resolution removing 60 lineal feet of on-street parking and establishing a bus loading zone on the east side of Mason Street just south of Norton Street.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Director of Public Works / City Engineer; Jacob King, Operations Manager - MTA

Approved: _____


Sage Sangiacomo, City Manager

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
REMOVING 60 LINEAL FEET OF ON-STREET PARKING AND
ESTABLISHING A NO PARKING ZONE / BUS LOADING ZONE
ON THE EAST SIDE OF MASON STREET JUST SOUTH OF NORTON STREET**

WHEREAS, the City Council may by resolution designate portions of streets upon which the standing, parking, or stopping of vehicles is prohibited or restricted pursuant to Article 11, Chapter 1, Division 8 of the Ukiah City Code; and

WHEREAS, the provisions of Sections 21458 and 22500 of the California Vehicle Code permit the stopping of buses in a red zone marked or posted as a bus loading zone; and

WHEREAS, on February 12, 2019 the Traffic Engineering Committee (Traffic Engineer) considered the request from Mendocino Transit Authority to establish a “No Parking Zone / Bus Loading Zone” within the City of Ukiah; and

WHEREAS, the Traffic Engineer recommends the request regarding this “No Parking Zone / Bus Loading Zone” as shown on the location map, Exhibit “A”.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Ukiah City Council does establish a “No Parking Zone / Bus Loading Zone” on the east side of Mason Street just south of Norton Street for a length of 60 feet at the location designated by the City Engineer. The City Engineer shall direct installation of signage as necessary.

PASSED AND ADOPTED this 6th day of March, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A



Proposed
Bus
stop



AGENDA SUMMARY REPORT

SUBJECT: Notification to City Council of Purchase Order #45916 Issued to Rain for Rent, with the Emergency Approval from the City Manager to Rent Two Diesel Pumps, Hoses and Adapters as well as Installation and Removal Costs for the Waste Water Treatment Plant in the amount of \$21,398.52, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

None

Summary: Council will Receive Notification to City Council of Purchase Order #45916 Issued to Rain for Rent, with the Emergency Approval from the City Manager to Rent Two Diesel Pumps, Hoses and Adapters as well as Installation and Removal Costs for the Wastewater Treatment Plant in the amount of \$21,398.52.

Background: Pursuant to the requirements of Section 1522 of the Municipal Code, staff is reporting to City Council the expenditure for amount of \$21,398.52 for the rental of two diesel pumps, hoses and adapters as well as installation and removal Costs.

RECOMMENDED ACTION: Receive Notification to City Council of Purchase Order #45916 Issued to Rain for Rent, with the Emergency Approval from the City Manager to Rent Two Diesel Pumps, Hoses and Adapters as well as Installation and Removal Costs for the Waste Water Treatment Plant in the amount of \$21,398.52, and Approval of Corresponding Budget Amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$501,640- 84027225.52100

PROPOSED BUDGET AMOUNT: WWTP Contracted Services- 84027225.52100, \$21,398.52

FINANCING SOURCE: WWTP Contracted Services

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 45916

COORDINATED WITH: Tim Eriksen, Public Works Director; Sean White, Water Resources Director; Alan Hodge, Wastewater Treatment Plant Supervisor; Dave Kirch, Fleet and Plant Maintenance Supervisor; Mary Horger, Procurement Manager

Approved: _____


Sage Sangiacomo, City Manager

Discussion: As a result of high inflows to the plant (20 MGD), and limitations on discharge capacity (6 MGD) the City's Wastewater Treatment Plant (WWTP) began running out of storage on February 26th. City staffed maximized storage by transferring water and other operational efficiencies, but by 6:00am on February 27th the percolation ponds were on the verge of overtopping.

In order to avoid levee failure that would result in the eminent discharge of roughly 120 million gallons into the river, staff installed emergency pumps on the levee adjacent to the river and began over-boarding disinfected secondary wastewater to the river. This decision was made in consultation with the Director of Water Resources and the City Manager. Staff immediately notified the SWRCB as well as OES of the discharge. The pumps that were originally installed prevented overtopping but did not create any freeboard. This resulted in the need to rent equipment. Staff had larger pumps delivered from Woodland, CA which were utilized in concert with the original pumps.

Council will Receive Notification to City Council of Purchase Order #45916 Issued to Rain for Rent, with the Emergency Approval from the City Manager to Rent Two Diesel Pumps, Hoses and Adapters as well as Installation and Removal Costs for the Wastewater Treatment Plant in the amount of \$21,398.52.

Note: Given the overall impacts throughout our community related to the recent storm event, the City Manager proclaimed a local emergency to ensure the necessary resources, response and ultimately potential funding would be available to address storm related issues.



AGENDA SUMMARY REPORT

SUBJECT: Report and update on Mendocino County's Ambulance Exclusive Operating Area (EOA) Request for Proposals (RFP) and provide additional direction if necessary.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison

ATTACHMENTS:

[Attachment 1- MOU with County](#)

[Attachment 2- County Ambulance EOA RFP](#)

[Attachment 3- Letter in Response to RFP](#)

Summary: Mendocino County and Coastal Valleys EMS have recently released their Ambulance Exclusive Operating Area RFP. Per a Memorandum of Understanding (MOU) between the City and County dated May 23rd 2018, the City has fourteen (14) days from the formal release to submit written comments and concerns to the County.

Background: For several years, Mendocino County has been attempting to create an Ambulance Exclusive Operating Area for the Hwy. 101 corridor and other inland areas. The County, and their Local Emergency Medical Services Agency (LEMSA), Coastal Valleys EMS, recently released their proposed Request for Proposals (RFP). After review, Fire and City Staff have significant concerns about its content, the degradation of service levels and the impact to our service as a result. Per a Memorandum of Understanding (MOU) between the City and County dated May 23rd 2018, the City has fourteen (14) days from the formal release to submit written comments and concerns to the County. The MOU and RFP are included as Attachments #1 & #2 for review.

RECOMMENDED ACTION: Receive Report and update, discuss any desired action or further direction to staff.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

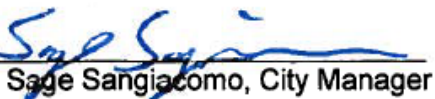
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: _____


Sage Sangiacomo, City Manager

Discussion: As currently presented, the RFP has inadequate response time requirements, inadequate penalties for noncompliance, inadequate financial contributions by the winning bidder towards dispatch resulting in the City subsidizing their operations, and provides no financial incentives to partner with local agencies to achieve higher efficiencies and better patient outcomes. In a previously presented item to Council, dated September 20th 2017, the City had received assurances from the County that 1) the RFP would maintain levels of service within the City at or better than historic levels, and 2) that the efforts to integrate services between providers should be included in the RFP rather than negotiated during the bidding process or after the award. Neither of those has been included in what the County and Coastal Valleys EMS are currently proposing.

In accordance with the MOU, the City has issued a letter to the County and LEMSA requesting a meet and confer (Attachment #3).

MEMORANDUM OF UNDERSTANDING**BETWEEN****THE COUNTY OF MENDOCINO****AND****THE CITY OF UKIAH**

This Memorandum of Understanding ("MOU") is made and entered on May 23, 2018 ("Effective Date"), in Ukiah, California, between the County of Mendocino ("County"), a California county and political subdivision of the State of California and the City of Ukiah ("City"), a general law municipal corporation. County or City may be referred to herein as "Party" or collectively as "Parties."

RECITALS:

1. The California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act ("EMS Act": Health and Safety Code §§ 1797 et seq.) empowers the County to develop an emergency medical services program and designate a local Emergency Medical Services ("EMS") agency.
2. The City of Ukiah has entered a Joint Powers Agreement ("JPA") with the Ukiah Valley Fire Protection District ("District"). City and District, under the name Ukiah Valley Fire Authority ("Fire Authority"), jointly provide fire protection, emergency medical services and other emergency services to the City and the District.
3. The City maintains that it has provided emergency medical services in the City since prior to June 1, 1980, and may have a right to retain some administration of EMS in the City pursuant to Health and Safety Code section 1797.201.
4. County has decided to establish an exclusive operating area ("EOA") in Mendocino County pursuant to Health and Safety Code section 1797.224, excluding only the coastal areas of the County. The proposed EOA will include the areas within the City and District boundaries as well as areas as far east as Covelo and as far north as Leggett.
5. The County is nearing completion of a Request for Proposals ("RFP") to qualified service providers ("Bidders") to be the exclusive emergency response ambulance service for the EOA.
6. The City cannot participate in the detailed drafting of the RFP, because of the potential contractual relationships that may arise between the City and potential Bidders.
7. Since the County cannot legally provide the draft RFP to the City or District (a potential subcontractor) for their review and comment before the formal RFP is released, the City and District have not had the opportunity to fully address the provisions of the RFP that may affect the quality of emergency ambulance service in the City and the District, the cost of service, the

impact on the City's provision of EMS in the City and the District, or other aspects of emergency ambulance service as they may impact the City or the District.

8. To address the City's and District's concerns, the parties have entered into this MOU to provide the City with an adequate opportunity to review the specific provisions of the RFP and to seek changes or modifications of the RFP after it is released to Bidders while retaining any rights the City may have pursuant to Health and Safety Code section 1797.201.

AGREEMENT:

In reliance upon the above-recitals, the parties agree as follows:

1. Upon its formal release, the City shall have fourteen (14) days to submit to the County written comments and concerns addressing the specific provisions of the RFP.
2. If the City submits comments as provided in Section 1 of the Agreement, the County agrees not to conduct a Responders Conference as described in Section III of the Guidelines for Creating Exclusive Emergency Medical Services Operating Service Areas promulgated by the California Emergency Medical Services Authority or similar meeting with Bidders, until the City and County meet and confer in good faith to address the City's concerns, not to exceed thirty days (30) after the release of the RFP.
3. Except as expressly provided in this Agreement, neither the City nor the County waive any rights it may have concerning the administration of emergency medical services or its respective authority under the EMS Act.
4. The City and the District, by this agreement, waive their right to submit a proposal to the RFP, but retain the right to provide support or back-up services to potential ambulance service providers that insure an adequate level of service in the City and the District.
5. Any notice given under this Agreement shall be in writing and deemed given when personally delivered, delivered by overnight courier service, such as Federal Express, sent by email, with acknowledgment of receipt, or 48 hours after deposited in the U.S. mail with proper first class postage affixed thereto, and addressed to the Parties as follows:

City:

City Manager
City of Ukiah
Ukiah Civic Center
300 Seminary Avenue
Ukiah, California 95482
Email: ssangiacomo@cityofukiah.com

With copy to:
Daniel Grebil, Administrator
Ukiah Valley Fire Authority

County:

County Executive Officer
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
angeloc@mendocinocounty.org

With copy to:
Bryan Cleaver, EMS Coordinator
Coastal Valleys EMS Agency

1500 South State Street
Ukiah, CA 95482
Email: dgrebil@cityofukiah.com

195 Concourse Blvd., Suite B
Santa Rosa CA 95403
Bryan.Cleaver@sonoma-county.org

Each party may by notice in writing change its address for the purpose of this Agreement.

6. This MOU contains the entire agreement between the City and the County concerning the release and modification of the RFP for the EOA and supersedes any statements, representations or agreements that were made or entered prior to the Effective Date. This Agreement will terminate on June 30, 2021.

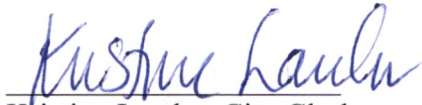
WHEREFORE, the parties have entered this Agreement on the Effective Date.

CITY OF UKIAH

By: 

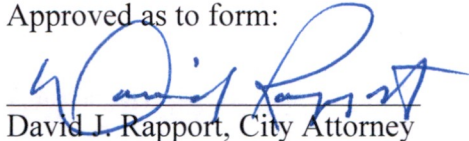
Sage Sangiacomo
City of Ukiah
City Manager

ATTEST:



Kristine Lawler, City Clerk

Approved as to form:



David L. Rapport, City Attorney

COUNTY OF MENDOCINO

By: _____

Dan Hamburg, Chair
Mendocino County
Board of Supervisors

ATTEST:

Carmel Angelo, Clerk of the Board

Approved as to form:

Katharine L. Elliott, County Counsel

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 5-16-18
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

COUNTY OF MENDOCINO

By: [Signature: Dan Hamburg]
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: MAY 23 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature: Karla Van Hagen]
Deputy
MAY 23 2018

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

CARMEL J. ANGELO, Clerk of said Board

By: [Signature: Karla Van Hagen]
Deputy
MAY 23 2018

INSURANCE REVIEW:

By: [Signature: Carmel J. Angelo]
Risk Management

Date: 5-16-18

CONTRACTOR/COMPANY NAME

FOR CONTRACTOR'S SIGNATURE,
PLEASE SEE PAGE 4

NAME AND ADDRESS OF CONTRACTOR:

City of Ukiah

300 Seminary Avenue

Ukiah, Ca 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature: K. Elliott]
Deputy

Date: 5/16/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature: Jonelle Rawn]
Deputy CEO

Date: 5-16-18

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: _____

REQUEST FOR PROPOSALS MENDOCINO COUNTY

EXCLUSIVE OPERATING AREA PROVIDER FOR EMERGENCY AMBULANCE SERVICE

FEBRUARY 2019



REQUEST FOR PROPOSAL

THE COUNTY OF MENDOCINO CHIEF EXECUTIVE OFFICE

On behalf of the Coastal Valleys EMS Agency,
invites your proposal to serve as the

EXCLUSIVE EMERGENCY AMBULANCE SERVICE OPERATOR FOR THE MENDOCINO COUNTY EXCLUSIVE OPERATING AREA

Notice is hereby given that proposals will be received at the Mendocino County Executive Office for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions.

One (1) proposal and seven (7) identical copies in a package clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside, and forwarded to:

Mendocino County Executive Office
Attn: Janelle Rau
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Proposals must also be submitted electronically via CD or flash drive in PDF format, with the Signature Page placed as the first page. Required documentation (i.e., Budget, Financials) should be submitted as a separate PDF file.

Any Proposer, who wishes its proposal to be considered, is responsible for making certain that the proposal is received in the Mendocino County Executive Office by the closing date/time. Postmark, date of mailing, or other mailing receipt shall not be considered.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND NOT OPENED.

All prospective Proposers must comply with the Terms and Conditions listed in this Request for Proposal (RFP). Signature Sheet-Form A of the RFP will require written certification that the Proposal is being submitted in compliance with the RFP Terms and Conditions by 4:00 P.M. on the closing date of the RFP.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE EXECUTIVE OFFICE OFFICIAL TIME CLOCK READS 4:01 P.M.

CLOSING DATE: May 28, 2019

Table of Contents

Section 1: Submittal Checklist.....	5
Section 2: RFP-Specific Definitions.....	6
Section 3: Intent of the Request for Proposal	7
3.1 Introduction	7
3.2 Background.....	7
3.3 Period of Operation	8
3.4 Scheduled Activities	8
Section 4: Scope of Work.....	9
4.1 Scope.....	9
4.2 Partnerships within the Exclusive Operating Area	9
4.3 EMS Run Data.....	10
4.4 Level of Care.....	11
4.5 Response Time Zones and Standards.....	11
4.6 Dispatch Services	14
4.7 Performance Standards	14
4.8 System Status Plan.....	17
4.9 Mutual Aid/Standbys.....	17
4.10 Radio Equipment.....	17
4.11 Vehicle and Equipment Requirements	18
4.12 Data Collection and Evaluation Requirements.....	18
4.13 Financial Requirements.....	18
4.14 Fees for Service.....	19
4.15 First Responder/PSAP Training and Coordination.....	20
4.16 Implementation Schedule and Requirements.....	21
4.17 Safety and Risk Program	21
4.18 Legal Entity	21
4.19 License to Operate	21
Section 5: Information for Proposer	22
5.1 Request for Proposal Deadline	22
5.2 Proposer Conference (Mandatory).....	22
5.3 Interpretation of Request for Proposal	23
5.5 False or Misleading Statements.....	23
5.6 Investigation	24
5.7 Rules for Withdrawal or Revision of Proposals	24
5.8 Subcontracting	24
5.9 Confidentiality	24
5.10 Proposal Terms and Conditions.....	24
5.11 General Terms and Conditions – Contract Agreement.....	24
Section 6: General Provisions and Assurances	25
6.1 General Information	25

6.2	Proposal Confidentiality	25
6.3	Public Disclosure	25
6.4	Qualifications of Proposer.....	26
6.5	Disqualification of Proposer.....	26
6.6	Integrity of Expenditure.....	26
6.7	Gratuities	26
6.8	Conflict of Interest.....	27
6.9	Laws and Health Insurance Portability and Accountability Act (HIPAA)	27
6.10	OSHA Requirements.....	27
6.11	Environmental Protection.....	27
6.12	Drug Free Work Place.....	27
6.13	Legal Considerations	27
Section 7:	Special Provisions	28
7.1	Insurance and Taxes.....	28
7.2	Performance Security Provisions	29
Section 8:	Submitting Proposal and Content Requirements	30
8.1	General Information	30
8.2	Number of Copies to be Submitted	31
8.3	Proposal Format.....	31
8.4	Proposal Content.....	31
Section 9:	Award, Selection, and Evaluation Criteria	46
9.1	Basis of Award	46
9.2	Selection of Proposal	47
9.3	Evaluation Criteria	47
9.4	Proposal Evaluation Process.....	48
9.5	Notice of Intent to Award	51
9.6	News Releases	52
9.7	Protest.....	52
Section 10:	Signature Sheets	54
	Signature Page	54
	Form A: Affirmation Statement Form.....	55
	Form B (1): Investigative Authorization – Individual.....	56
	Form B (2): Investigative Authorization – Entity.....	57
	Form C (1): Request for Verification of Deposit.....	59
	Form C (2): Request for Verification of Deposit.....	60
	Form D: Certificate of Non-Collusion.....	61
Section 11:	Attachments	62
	Attachment 1: EMS Definitions	62
	Attachment 2: EMS Data.....	67
	Attachment 3: Key Contacts.....	73
	Attachment 4: Overview of Mendocino County.....	74
	Attachment 5: Draft Contract.....	77
	Attachment 6: Evaluator Scoring Tool	141

Section 1: Submittal Checklist

This submittal checklist identifies some of the various components that are required with your proposal. This form is to be completed and included in the proposal and must be located directly behind the signature sheets.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Submittal Checklist/Table of Contents	Page No.
Signature Sheets	
Submittal Checklist/Table of Contents	
Cover Letter	
Executive Summary	
References	
Proposer's Qualifications & Approach	
Contract	
Affirmation Statement Form (Form A)	
Investigative Authorization – Individual (Form B (1))	
Investigative Authorization – Entity (Form B (2))	
Request for Verification of Deposit (Form C (1))	
Request for Verification of Deposit (Form C (2))	
Certificate of Non-Collusion, signed by authorized representative (Form D)	
Insurance Coverage (Certificate of Insurance)	
In a separate sealed envelope include:	-----
Cost Proposal and Narrative	
Financial Statement and Sufficient Financial Information as listed in the RFP (Non-submittal will be considered non-responsive and cause for rejection of proposal).	

Section 2: RFP-Specific Definitions

(for other EMS Definitions, see Attachment 1)

Closing Date/Time – The last day and time the RFP must be received in the Chief Executive Office.

Contract – Comprises the RFP, any addenda thereto, the proposal, and the purchase order, if appropriate. The Contract constitutes the entire agreement between the County and the awarding Proposer.

Contractor – The Proposer awarded the Contract derived from this RFP. The Proposer who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Contract Administrator – The Contract Administrator will be the single authority to act for the County under the Contract.

County – The County of Mendocino, a political subdivision of the State of California.

Duly Appointed Officer – Person who has the legal authority to enter into and sign contracts on behalf of the firm.

Evaluation Committee – A committee established to review and evaluate proposals to recommend the Contract award.

Formal Date of Award – Date the Board of Supervisors take formal action to award the subject RFP to the most responsive Proposer.

Notice of Intent to Award – Letter sent by the County to all participating Proposers advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Contract to the successful Proposer as recommended by the Evaluation Committee.

Project Director – The person named by the County who will oversee the project associated with the RFP and be the first contact regarding any questions, problems, and any other issues that arise during the Contract period.

Proposal Deadline – The closing date associated with this Request for Proposal.

Proposer – A person, partnership, firm, corporation, or joint venture submitting a proposal for the purpose of obtaining a County contract.

Subcontractors – Any person, entity, or organization to which Contractor or County has delegated any of its obligations hereunder.

Section 3: Intent of the Request for Proposal

3.1 Introduction

The Mendocino County Local Emergency Medical Services Agency (LEMSA), functioning as the designated local EMS agency pursuant to Division 2.5 of the California Health and Safety Code (commencing with Section 1797; also known as the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act, or the EMS Act), proposes to maintain an EMS Exclusive Operating Area (EOA) within Mendocino County.

The implementation of an EOA within Mendocino County is at the recommendation of the Board of Supervisors. The LEMSAs has designed this process and has selected the County Board of Supervisors as the awarding agency for this EOA competitive procurement process, consistent with California State Guidelines for Creating EMS EOA. The County of Mendocino Executive Office will function as the Procurement Coordinator for this competitive procurement process and the Mendocino County Board of Supervisors will authorize the successful proposer, if any, to act as the contractor (Contractor) will provide services within the EOA pursuant to a written agreement (Agreement) awarded by the Board of Supervisors. An evaluation committee will be designated by the LEMSAs to review credentials/proposals and make recommendations to the LEMSAs on the proposer's submitted proposals to the Request for Proposal (RFP).

This is a performance based Contract. Details regarding the Contract, performance standards, and other details of the scope of work requested are described in the RFP. Proposers should note that the County is very diverse in its population and geography. A comprehensive proposal will require orientation and familiarity to the unique service requirements of the County. Contract compliance will be monitored by the LEMSAs in coordination with Mendocino County Contract Compliance standards. Proposals that do not include all information necessary to assess capacity and/or financial qualifications will not be submitted to the evaluation committee.

The following provisions, attachments, and exhibits constitute a Request for Proposals that will be used by the LEMSAs to conduct a competitive process for the selection of one EOA provider servicing the entire EOA. The EOA includes existing ambulance zones 1, 2, 3, 5, 8, and 9 as shown in Attachment 2. Please see Section 4.2 for a discussion of the option to form partnerships within the EOA.

The successful proposer will be granted a contract for a period of five (5) years. The County may extend the Contract at the mutual agreement of the LEMSAs, the County and the EOA Contractor. for up to two (2) 30-month periods, or a maximum of ten (10) years, based on superior performance as evaluated and approved by the Contract Administrator.

3.2 Background

Mendocino County encompasses an area of 3,878 square miles with a U.S. Census' estimated population of 88,018 during 2017. The EOA represents an estimated population of 63,600 and includes all incorporated and unincorporated areas of the northwest corner and inland section of the County as detailed in this RFP. There is one consolidated dispatch center for fire & EMS operations covering the entire County.

Existing EMS Services

Currently, there are 10 ground ambulance providers serving the residents and visitors of Mendocino County. Within the newly formed EOA, there are seven different services, three public agencies and four private companies, covering the six zones within the EOA. The private

companies and one of the public agencies offer Advanced Life Support (ALS) level of care, while the remaining provide Basic Life Support (BLS) ambulance services. There are a number of first response agencies at different levels of service; however, not all areas of the EOA currently have first responder coverage. The service is fragmented and there are legitimate concerns about sustained ambulance coverage within the County. There are two air ambulance providers, both private, based in the County. Air ambulance service is specifically not included within this RFP.

Until this RFP, there have been no response time or high-performance operational standards for ground emergency ambulance service within Mendocino County.

General Requirements and Governing Law

California Health and Safety Code section 1797.224 permits a local EMS agency to establish EOAs. California State Law, contractual standards as stipulated in the RFP and future addenda, County resolutions, ordinances and rules and regulations, published operational and medical policies of the Local EMS Agency (LEMSA), California EMS Authority, and this RFP set forth the requirements for service for the County EOA, and all proposers shall comply with them. Collectively, they are referred to as the "governing law" in this RFP.

Exclusive Operating Area

The response area to be served by this RFP is the "Mendocino County EOA - Ground" which is one, single EOA servicing existing zones 1, 2, 3, 5, 8, and 9 of the County (see Attachment 2). The authority of the LEMSAs allows the restriction of operations to one or more emergency ambulance services within the EOA.

3.3 Period of Operation

Unless initiated earlier by mutual agreement, this contract shall commence at 12:00 a.m. on March 1, 2020, and terminate at 11:59 p.m. on February 28, 2025, unless extended or terminated as provided for in the executed EOA Contract.

The LEMSAs and County shall make any decision regarding renewal of this contract or any extension thereof at least 18 months prior to the scheduled termination date so that if no extension is approved, a new RFP process may be conducted on a schedule that will identify the new CONTRACTOR and allow reasonable time for both outgoing and incoming CONTRACTORS to plan and execute an orderly transition (transition period).

The purpose of this requirement is to allow reasonable time for both outgoing and incoming Contractors to plan and execute an orderly transition, to allow the County and its new Contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, and other contracts previously managed by the outgoing Contractor.

3.4 Scheduled Activities

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

Event	Date
Release RFP	February 19, 2019
Deadline for Written Questions for Proposers Conference	March 8, 2019
Proposers Conference – Mandatory	March 15, 2019
Final Deadline for RFP Questions (by 4:00 p.m. in writing)	March 22, 2019
Letter of Intent Due (may be scanned and submitted via email attachment to rauja@mendocinocounty.org)	(April 8, 2019)
Proposals Due (by 4:00 p.m.)	May 28, 2019
Notice of Intent to Award	June 2019
Approval of Contract by Board of Supervisors	August 2019
Implementation	March 2020

Section 4: Scope of Work

4.1 Scope

This RFP and its provisions, attachments, and addenda (if any) constitute a solicitation for the selection of a single provider of ground emergency ambulance service for the defined EOA. The operation of the emergency ambulance service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes provision for all ambulance responses. All of the following transports originating in the County EOA shall be referred to the holder of the exclusive Contract; the holder of the exclusive Contract shall provide all responses and ground transports as follows:

- 1) Emergency Ambulance Service;
- 2) 9-1-1/PSAP requests Emergency Response, BLS or ALS level;
- 3) All requests for immediate Emergency Ambulance Service transmitted through an authorized 9-1-1/PSAP;
- 4) All requests for Emergency Ground Ambulance Services made directly to CONTRACTOR or another Ambulance or public safety dispatch center through a seven-digit telephone call request without going through an authorized 9-1-1/PSAP;
- 5) All ground interfacility transport (IFT) requests requiring the services of an BLS, ALS, or critical care transport (CCT) ambulance;
- 6) All "Special Events" requiring the presence of an ambulance, regardless of level of service requested; and
- 7) All "Special Events" requiring ALS level of service, even if there is no ambulance required.

4.2 Partnerships within the Exclusive Operating Area

Due to the number of established ambulance providers within the EOA, the County encourages partnerships to provide a cost-effective service with optimal response times and integration with existing EMS providers. Possible partnership opportunities include, but are not limited to, existing ALS and BLS ambulance providers, existing air ambulance providers, and community health centers.

Proposals should include any commitments to negotiate, in good faith, subcontracts with current providers. Ideally, Proposers shall have entered into negotiations with the respective agencies prior to submission of the proposal. The successful Proposer will retain ultimate responsibility for the subcontractors with respect to the performance standards associated with the subcontracted services as required by the Contract with the County. The subcontractors should be utilized

primarily to provide service within their regular service areas; however, they may be included in the Proposer's Initial System Status Plan (see Section 8.4 I) and utilized by the Proposer as to post or respond to calls within the EOA. The Proposer shall ensure that adequate contract termination language will be included in the subcontracts for failure to meet the Contractor's required performance standards.

A. Automatic Aid Providers

The City Ambulance of Eureka for Zone 1 and Cloverdale Ambulance for Zone 9 (see Attachment 2) provide ambulance services to small portions of northwestern and southeastern Mendocino County, respectively. It is the County's intent in this procurement process that these automatic aid services continue under a subcontract with the successful Proposer of the RFP.

B. Existing ALS Ambulance Providers

Laytonville Fire Department is the primary transport provider currently in Zone 2. Proposers may subcontract with the department for 1) continuing to provide service meeting the EOA standards or 2) any other partnership that is beneficial to the EOA service while maintaining or exceeding its standards.

Within Zone 5, Ukiah Valley Fire Authority offers ALS backup ambulance services. Proposers may subcontract with the department for 1) providing primary or backup service meeting the EOA standards or 2) any other partnership that is beneficial to the EOA service while maintaining or exceeding its standards.

C. Existing BLS Ambulance Providers

In Zones 3 and 8, BLS ambulance service is provided by Covelo Fire and Anderson Valley Ambulance, respectively. Currently, the BLS ambulance rendezvous with an ALS ambulance while enroute to the hospital when necessary (i.e., ALS intercept). Proposers are encouraged to establish agreements to utilize these BLS ambulance providers in conjunction with an ALS provider from the Contractor, whether staffed on the ambulance or in a quick response vehicle (QRV), to ensure ALS level of care is available on all calls within the EOA when it is needed. As allowed by LEMSA policies, dispatch protocols may determine a BLS ambulance is sufficient or patient transports can be downgraded from ALS to BLS when appropriate. The goal is to preserve ALS resources in rural areas when patients only require BLS level care and transport.

D. Existing Air Ambulance Providers and CCT

CALSTAR and REACH currently provide helicopter EMS (HEMS) services within the County, both 9-1-1 and interfacility. They are the primary providers of CCT service. When a patient's needs exceed the ALS scope of practice and HEMS is unavailable (e.g., weather, aircraft maintenance), hospital emergency departments are sending a staff nurse with a ground ambulance due to the lack of ground CCT ambulance service. This reduces the nursing resources at the hospitals. A potential partnership opportunity is a hybrid air/ground ambulance crew to transport patients to a higher level of hospital care while not depleting resources from the area hospitals. This opportunity has the potential to improve patient care and outcomes through more timely transfers to trauma, STEMI, and stroke receiving hospitals. Proposers are encouraged to develop any type of general partnership with air providers that benefits the residents and visitors of the County.

E. Community Health Centers

In the communities of Boonville, Laytonville, and Covelo, there are health centers providing primary and urgent care. Proposers are encouraged to discuss joint staffing models to optimize and subsidize the paramedic resource when not responding and transporting patients.

4.3 EMS Run Data

See Attachment 2 for EMS data from the providers. No data was available for Zone 9. CAD data is available from the County contracted dispatch (2010-2016) and Ukiah Fire dispatch (12/2010-2/2013). There has been no independent validation of this data. Proposers are encouraged to use their own means to analyze the information to determine response and transport volumes. The County does not guarantee any number of responses or transports.

4.4 Level of Care

The exclusive Contract holder will provide BLS, ALS, and CCT level of care for all requests for emergency, urgent and scheduled ground emergency ambulance service as well as special event ambulance stand-by originating within the EOA. Only ALS level of care will be acceptable for 9-1-1/emergency requests for service unless the dispatch center has properly completed emergency medical dispatch process and determined that the call can be handled by BLS level of care, which is defined by the LEMSA Medical Director. It is estimated that 15-25 percent of 9-1-1 ambulance requests can be dispatched at the BLS level.

4.5 Response Time Zones and Standards

A. General

It is the Proposer's sole responsibility to be familiar with the geographic considerations and response-time zones comprising this solicitation. Response times shall be calculated from the moment the Contractor receives the call from dispatch, until the time the Contractor arrives on the scene with a fully functional and staffed ambulance appropriate for the service level (i.e., BLS or ALS) based on LEMSA policies for dispatch priority determinant. All response times are measured in seconds, not whole minutes. All ambulance dispatch services and times will be documented under strict procedures set by the LEMSA.

The County and LEMSA are interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Any enhanced services above the standard of this RFP, while not encouraged, must include a separate cost estimate. However, clinical and response-time performance will not be sacrificed for economy.

Service to the EOA must be at or above the level of service as defined in this RFP. Service must include primary response, backup, and move-up-and-cover plans that clearly define timely emergency ambulance coverage. Oversight will be provided by the LEMSA and the County.

B. Response-Time Zones

Response time requirements vary depending upon the response-time zone to which the ambulance provider must respond. There are three (3) response time compliance zones in the County EOA. The County is divided into public land survey (PLS) grids, and each grid has been assigned a response time requirement based upon underlying population density, proximity to urban areas and other factors. For a map of the compliance zones, please see Attachment 2.

These maps are based on ambulance industry standards for defining such zones and may be changed by the LEMSA from time to time as population, road access, effective contract monitoring, and other relevant conditions change. No response-time amendments will be made without giving notice to, and opportunity for, consultation to the Contractor, fire departments/districts, cities, and other interested parties and organizations in the affected area of the exclusive zone. The LEMSA will establish a

procedure for making such changes that provides for such notice, comment, and input to be achieved.

In addition to the compliance zone evaluation, the LEMSA will periodically review population densities, single communities and response times in areas within the compliance zones and may request the Contractor alter its system status plan (SSP) to respond to needs of improved performance and adaptation to population trends. This alteration may also include adjusting the SSP to improve backup and move-up-and-cover ambulance coverage. Any changes will not impact the original manner and scope of this agreement. Contractor shall agree to negotiate in good faith with the LEMSA and revise its SSP as needed to improve performance to these communities, as determined by the LEMSA, Contractor shall also negotiate in good faith on the issue of any impact on contract terms these changes may have and include these in the negotiation process. Failure to negotiate in good faith regarding these potentially underserved areas may constitute a contract default.

C. Code-3 Calls (Emergency)

Contractor must provide 24-hour, 365-day per year coverage for all Code-3 requests for service for the term of the contract, as defined by approved medical dispatch protocols. Code-3, for purposes of this RFP, is defined as all requests receiving a response with lights and siren for presumed life-threatening emergency conditions. The Contractor must guarantee response times as specified below:

Urban: 90.00 percent of all calls in 11:59 minutes or less. Calls at or exceeding the maximum response time of 24:00 minutes will be subject to liquidated damages.

Suburban: 90.00 percent of all calls in 19:59 minutes or less. Calls at or exceeding the maximum response time of 40:00 minutes will be subject to liquidated damages.

Rural: 90.00 percent of all calls in 29:59 minutes or less. Calls at or exceeding the maximum response time of 60:00 minutes will be subject to liquidated damages.

Wilderness: Immediate dispatch and response and best effort to all requests.

Proposers should familiarize themselves with population densities, transportation corridors, and other factors so as to provide effective and prompt emergency ambulance service.

D. Code-2 Calls (Non-Emergency)

Contractor must provide 24-hour, 365-day per year coverage for all Code-2 requests, as defined by medical dispatch protocols. Code-2, for purposes of this RFP, is defined as any call that does not require lights and siren, but must have an immediate response due to a presumption of an urgent, but non-life-threatening, medical condition.

The Contractor must respond immediately to all Code-2 requests. The Contractor must guarantee response times for each calendar month, as follows:

- Urban: 90.00 percent of all calls in 17:59 minutes or less. Calls at or exceeding the maximum response time of 36:00 minutes will be subject to liquidated damages.
- Suburban: 90.00 percent of all calls in 29:59 minutes or less. Calls at or exceeding the maximum response time of 60:00 minutes will be subject to liquidated damages.
- Rural: 90.00 percent of all calls in 44:59 minutes or less. Calls at or exceeding the maximum response time of 90:00 minutes will be subject to liquidated damages.
- Wilderness: Immediate dispatch and response and best effort to all requests.

E. Healthcare Facility Calls

Contractor shall respond to hospital and healthcare facility requests for BLS or ALS interfacility transfer in the following manner and using the following definitions, consistent with EMS Policy No. 7013, "Interfacility Transfers."

- 1) Emergency Transfer – shall mean an emergency transfer by ambulance where immediate transfer may be requested when any delay in transferring the patient could result in placing the patient's health in immediate jeopardy. The transport provider retains a response-time requirement for these transfers just as they would for a Code 3 (emergency) 9-1-1 request to the facility's location. As these transfers may immediately remove an ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency transfer when the patient's condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer such that the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit.
- 2) Urgent Transfer – This should be requested when the patient's medical condition requires transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy. These shall have a 59:59 minute response time requirement. Calls at or exceeding the maximum response time of 120:00 minutes will be subject to liquidated damages.
- 3) Pre-arranged Transfer – shall be a pre-arranged transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition. Arrival should occur within 15 minutes of scheduled time.
- 4) Critical Care Transfer – When the level of service required exceeds ALS, the Contractor agrees to work with the hospital to supply a nurse on board the Contractor ambulance and return the nurse upon completion of the transport. When possible, partnerships with other nurse providers, such as air ambulance services, may provide this level of service without requiring a hospital nurse.

The successful Proposer is expected to maintain sufficient ambulance staffing to meet the needs of emergency, urgent, pre-arranged and critical care transfers with at least ninety percent (90.00%) compliance. Non-compliance with these standards for hospital response shall be forwarded to the LEMSA and County for review and recommendation.

**Mendocino LEMSA
Response Time Requirements Summary
(in minutes)**

Area	Code 3 (Emergency)		Code 2 (Non-Emergency)		Urgent Transfer	
	Standard	Outlier	Standard	Outlier	Standard	Outlier
Urban	90% $\leq$ 11:59	> 24:00	90% < 17:59	> 36:00	90% $\leq$ 59:59	$\geq$ 120:00
Suburban	90% $\leq$ 19:59	> 40:00	90% < 29:59	> 60:00		
Rural	90% $\leq$ 29:59	> 60:00	90% $\leq$ 44:59	> 90:00		
Wilderness	Best Effort and Immediate Dispatch & Response		Best Effort and Immediate Dispatch & Response			

Table 1

F. Online Compliance Utility

The LEMSA has selected FirstWatch/PASS to administer the response time compliance for this Contract. The goal is to automate as much of the compliance process as possible and minimize the workload on the LEMSA and Contractor. The cost of the online compliance utility (OCU) is included within the annual oversight and information technology costs due to the COUNTY on behalf of the LEMSA. Proposers shall agree to work with FirstWatch/PASS and the LEMSA to automate as much of the response time compliance process as well as other features offered by this OCU.

4.6 Dispatch Services

Contractor shall coordinate services with County's contracted dispatch center (currently CAL FIRE Howard Forest ECC [HFECC]). The center shall dispatch all ambulance requests for service as well as execute the provided SSP from the Contractor. Successful Proposer shall reimburse the County for the cost of ambulance dispatch assessed quarterly. Costs may increase annually based on the cost of dispatch operations and by no more than the applicable Consumer Price Index (CPI). The annualized cost for dispatching services during the first year is estimated at \$60,000. This is subject to change based on further analysis of actual dispatch provider cost.

4.7 Performance Standards

Performance standards may be adjusted by the LEMSA through the course of the Contract consistent with the modifications in EMS operational and medical standards which are developed by the LEMSA. The Contractor shall be notified with 60 days advance notice of the effective date of the change and shall define the contract impact within 30 days of initiation.

A. Liquidated Damages: Code-2 and Code-3 Calls

Contractor shall not refer exclusive Contract calls to another agency unless it is part of an approved mutual aid plan submitted by the Contractor and approved by the LEMSA with its proposal or subsequently offered and approved. Appropriate referral to air medical services is exempted from such requirement. Use of mutual aid from any source during

disaster response is also exempted from this requirement. A Subcontractor is not considered a referral or use of mutual aid.

Each period in which the Contractor fails to meet the 90.00 percent standard, within any compliance zone the Contractor shall pay to the LEMSA a \$250 financial liquidated damage for each one-tenth (1/10) of a percentage point by which the Contractor's performance falls short of the 90 percent standard. Each period in which the Contractor fails to meet the applicable response-time requirements, the LEMSA will review the Contractor's SSP, unit-hour of production capacities, and/or other factors to determine the causes of non-compliance.

All areas have a maximum specified response time. Every call where the ambulance fails to arrive within the maximum specified time is an outlier call. The liquidated damage for each outlier is \$500 per occurrence.

Exclusive Contract calls referred to a non-contracted agency will be considered an outlier for calculating compliance. Repeated failure to meet the standards may result in breach of contract.

Table 2 provides a breakdown for the compliance period per zone.

Existing Zone	New Zone	Description	Compliance Period
1, 2, 3	North	Piercy, Leggett, Laytonville, Covelo	Annual
5, 8, 9	South	Ukiah, Willits, Anderson Valley, Hopland	Semi-annual
-	IFT	Interfacility Transports	Semi-annual

Table 2

B. Upgrades, Downgrades, Canceled, and Incorrect Addresses

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance will be as follows:

- 1) Upgrades
If an assignment is upgraded prior to arrival of an ALS ambulance unit (e.g., from Code-2 to Code-3 response) on the scene, the Contractor's response time compliance and liquidated damages will be calculated based upon the Code-2 response time standard, assuming the initial priority was established correctly and in accordance with the priority dispatch system adopted by the LEMSA. If incorrectly prioritized initially, the more stringent standard will apply.
- 2) Downgrades
If, prior to an ambulance unit's arrival on scene, a call is downgraded; 1) by the 9-1-1/PSAP or 2) by any other person authorized by policy, compliance and liquidated damages will be determined as follows:
 - (a) If the time of downgrade occurs after the unit has exceeded the more stringent standard or maximum response time for the zone involved, the more stringent higher-priority standard or maximum will apply; or,
 - (b) If the time of downgrade occurs before the unit has exceeded the more stringent standard or maximum response time for the zone involved, the less stringent lower-priority standard or maximum will apply.

- 3) **Canceled Responses**
If a call is canceled prior to the ALS unit arrival on the scene, the Contractor's compliance and liquidated damages will be calculated based on the elapsed time from receipt of call to the time the call was canceled. However, if Contractor makes a request for mutual aid ambulance response as stipulated in this RFP, the Contractor may not cancel the mutual aid responder if the responding provider is closer to the call.
- 4) **Incorrect Addresses**
When the address (or approximate location for calls on a roadway) provided is incorrect through no fault of the Contractor, the response start time for compliance measurement will be the time when the correct address is given to the responding ambulance unit.

C. Quick Response Vehicles

Contractor may employ, at its discretion, a quick response vehicle (QRV) staffed with a paramedic and used to enhance the system response and assist BLS ambulances. QRV does not stop the ambulance response time clock.

D. Inter-Facility Transports

Contractor is expected to meet ninety (90.00) percent compliance on all emergency, urgent, pre-arranged and critical care transfers within the EOA. Repeated failure to meet the standards may result in breach of contract.

E. Exemption Requests

The LEMSA may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents or other disaster situations. Such calls will be excluded when calculating performance compliance. In order to be eligible for such exemption, the Contractor shall notify the LEMSA within a reasonable amount of time of the occurrence.

The Contractor may apply to the LEMSA for an exemption to response-time compliance calculations in the following situations:

1. **Automatic Appeals**
 - (a) Upgrades and downgrades that are compliant are eligible for exemption.
 - (b) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
 - (c) Inaccurate address given by the reporting party. If inaccurate response information is the result of an error by the Contractor's personnel, the exemption will not be allowed.
 - (d) Multi-Casualty Incident (MCI) or locally declared disaster - The Contractor may apply for an exemption to response-time standards during MCIs or times of declared emergencies, locally or in a neighboring county, as defined by the Emergency Operations Procedures of the jurisdictions involved (e.g., city or County).

F. Other Response Time Issues

The Contractor will not be held responsible for response-time performance on an emergency response to a location outside the EOA. However, Contractor shall use its best efforts in responding to mutual aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly contract compliance.

For each response in which the Contractor's management or field staff fails to report the at-scene time, the next radio or electronic transmission will determine on-scene time.

Table 3 summarizes categories and liquidated damages listed in this RFP.

Mendocino County Summary of Liquidated Damages	
Category	Liquidated Damage
1. Compliance evaluation below standard	\$250/tenth of percentage point
2. Extended response time (i.e., outlier)	\$500/call

Table 3

4.8 System Status Plan

A System Status Plan (SSP), Posting Plan and the proposed maximum Unit Hour of Utilization (UHU) by units shall be developed by the Contractor, submitted to the LEMSA for approval and adhered to by the Contractor. Any changes to the SSP, Posting Plan and UHU shall be forwarded to the LEMSA for review and approval. The actual UHU shall be submitted to the LEMSA at least every six months. All resources to be used in this Contract for emergency ambulance service shall be included in this SSP. The SSP must have clearly identified backup ambulance plans including move-up-and-cover arrangements in sufficient detail to convince the LEMSA that backup ambulance coverage in a timely manner will be consistently available.

4.9 Mutual Aid/Standbys

The Contractor agrees to respond to all requests for mutual aid services. Should the delivery of mutual aid services to a neighboring jurisdiction become excessive (e.g., in excess of two percent of the calls for that zone absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the Contractor's resources for emergency calls, the Contractor shall inform the LEMSA. The LEMSA will then assess the situation and take appropriate steps as necessary to rectify the inequity.

Contractor agrees to provide standby services for working fires, hazardous materials incidents, law enforcement incidents, and other allied agency events with a high potential for injury. Contractor shall also participate in prevention events, disaster exercises, and other training to educate the public and prepare for multi-casualty incidents. There will be no charge for these services; however, the Contractor may charge for standby services at private events. The standby services shall be based on a Contractor's written policy that is subject to the LEMSA's approval and included in the response to this RFP.

4.10 Radio Equipment

Each Proposer will be responsible to install and maintain all radio equipment on the appropriate frequencies necessary to complete the Contract scope of work (e.g., field communications to/from the 9-1-1/PSAP dispatch, first responder agencies, and contiguous mutual aid agencies). The current system uses 13 UHF channels for hospital and 40 VHF channels for dispatch/fire communications as the primary frequencies. The County holds and maintains the license for

these frequencies. Currently, Motorola mobile and portable radios are primarily used by law enforcement and County Communications' staff finds the most reliable within the County. The fire services typically use Kenwood for mobile radios and either Kenwood, Bendix King, or Icom for portable radios.

4.11 Vehicle and Equipment Requirements

Proposers shall state and justify the minimum number of ambulance (both primary and reserve) vehicles believed to be necessary to fulfill this contract. All vehicles shall meet the standards of Title XIII, California Code of Regulations, as well as any LEMSA policies in effect at the time of original manufacture. No emergency vehicles utilized under the Contract for the purpose of patient response and transportation shall be operated once its mileage exceeds 300,000.

All vehicles used in the County EOA shall display a logo, text, and color in a manner and format defined by the LEMSA. Each vehicle shall have markings approved or designed by the LEMSA to include 9-1-1 emergency number advertising.

Contractor shall maintain preventative fleet maintenance records and adhere to an approved preventative fleet maintenance program for each vehicle. The maintenance program shall be submitted with the proposal. Each vehicle shall meet ambulance equipment standards of the State of California, and LEMSA. For a list of required equipment and supplies, please see LEMSA Policy 4004, "Minimum Authorized Equipment List." This shall include the specific equipment from EMSA policy #188.

4.12 Data Collection and Evaluation Requirements

The Contractor shall complete all forms and data reports required by the LEMSA, including field-assessment forms and standardized data requests and shall cooperate and participate in field research as requested including special medical and trauma studies. This includes using ImageTrend as the standard for data collection. LEMSA will provide software licenses at no cost; Contractor is responsible for compatible hardware to support software. The patient care report (PCR) with at least the critical elements (see LEMSA policy) completed shall be delivered electronically to the ED at the time of patient delivery at least 90 percent of the time during any three-month audited time period. PCRs shall be 100 percent completed and the data available for review by the receiving hospital and LEMSA clinical care coordinator within 24 hours during any three-month audited time period. Any exception to the above requirement must be approved by the LEMSA.

The County has established a health information exchange (HIE) project; however, it does not currently involve pre-hospital care. It is anticipated during the term of this Contract that the HIE project will incorporate pre-hospital data from ImageTrend, dispatch, and other sources. The Contractor will be required to participate as necessary to benefit pre-hospital care (e.g., access prior hospital discharge and disposition information) and the HIE project overall.

The Contractor will provide monthly operational dashboard reports. These reports, in a format approved by the LEMSA, will include incidents of unit breakdowns, calls referred to other agencies, unit hour utilization, PCR compliance, and other key performance indicators used to determine contract compliance. Additionally, the Contractor may be required to make reports to the LEMSA. These reports may vary from meeting to meeting depending on specific issues that need to be addressed.

4.13 Financial Requirements

The County expects Proposers to establish, in their responses to the RFP, that Proposers have a firm commitment to maintain:

1. sufficient financial capacity to commence all services listed in the RFP on or before the implementation date; and
2. sufficient financial resources to maintain all services for at least the primary Contract period of five (5) years.

It is incumbent upon the Proposer to include sufficient information within the proposal package to allow independent reviewers and County staff to determine that the Proposer:

- A. Understands and documents all costs associated with the Contract;
- B. Has documented all revenue sources; and
- C. Has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the contract.

All Contractor costs must be clearly defined and justified. Proposals that do not justify costs, in detail, and that do not meet the levels of independent verification of financial information requested, will not be submitted to the Evaluation Committee.

In addition to the financial documentation discussed, the County is requiring the submission of financial surety instruments (e.g., bonds, letters of credit) to act as non-liquidated damages for non-performance and assist the County with the costs of the selection of a temporary or new permanent contractor. Any legal limitation or inability to fully meet this standard must be disclosed in the proposal.

4.14 Fees for Service

The revenue premise for this RFP is a traditional fee-for-service system for ambulance calls. There is no general County subsidy offered as part of this procurement. It is also recognized that it may be in the best interest of the community to encourage other types of "at-risk" payment systems with local managed care programs and systems. Any existing contractual agreements or immediately anticipated arrangements, including membership programs, must be stipulated in the response to this RFP by the Proposer. As future opportunities develop, Contractor must assure that all such arrangements will be forwarded to the County and LEMSA to be evaluated as they are proposed by the Contractor before they are implemented so as to assure that the other ambulance call sources, which are not part of the Contract arrangement, are not subsidizing the benefiting managed care payer. These arrangements may be adjusted on a regular basis if the local population moves into managed care plans.

Upon award of a contract, the Contractor shall charge only the charges authorized by the Contract with the County. Adjustment to the charges may be authorized annually based on changes in the Consumer Price Index (CPI) All Urban Consumers, medical care commodities in west urban and/or other appropriate indexes reflecting increased costs of operations times 200 percent. Any increase above this must be approved by the Board of Supervisors. No rate adjustment will be considered for the first 12 months, except if additional services are required by the County. All other changes to the rate structure must be approved by the County as stipulated in this RFP based on substantial documentation of need. All documentation shall be provided based on a format required by the County.

Proposers may be allowed alternatives to traditional fee-for-service arrangements on a case by case basis as long as the Contractor is not shifting additional costs to other EOA patients or their payers. Any form of capitation agreement with managed care organizations must demonstrate to the County's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third-party payers in the area.

A comprehensive EOA feasibility report was completed in July 2013 and is available on the County website. The two private providers currently serving the Zone 5 area provided payer mix information in that report as well as updated information in Attachment 2. Similar to the call volume data, the County has not independently validated the information and does not warrant any specific payer mix.

A. Public Funding Opportunities

There are new funding opportunities available to public agencies operating ambulance services – ground emergency medical transportation (GEMT) and inter-governmental transfer (IGT) funds related to Medi-Cal transports. The successful Proposer will be willing to partner and contract with the County as necessary to take advantage of these funding opportunities in order to benefit EMS system revenue. Any innovative approaches that Proposers have utilized in other markets to reach these funding streams should be described as well as any recommended approaches for The County to benefit.

4.15 First Responder/PSAP Training and Coordination

First responder agencies are an integral part of a quality EMS system and the Contractor will be expected to document its experience and future efforts to coordinate with first responder agencies. The Contractor must demonstrate its ability to integrate its service including educational support with existing first responder, PSAP, and allied agencies. Regular training programs provided by the Contractor and scheduled coordination meetings with these agencies are expected. Contractor must also agree to participate in training on Incident Command System (ICS) procedures and tactical care training related to multi-casualty incidents. All training shall be consistent with the LEMSA medical control policies, National Incident Management System (NIMS), and Standardized Emergency Management System (SEMS) requirements. Specific commitments with regard to this coordination and training must be provided in the response to the RFP.

The Proposer is encouraged to explore how it could further medical training through teaching emergency medical responder (EMR) and EMT classes at first responder agencies to fully utilize the Proposer's on-duty personnel, if located in lower volume areas.

The Contractor shall re-supply first responders with disposable supplies on a one-for-one basis for supplies used by the first response agency in the response. The Proposer may also propose a standardized supply and equipment list for all County providers to simplify restocking; if so, the proposal should describe the process utilized to accomplish the standardization.

4.16 Implementation Schedule and Requirements

The Proposer must be able to meet all minimum requirements of this RFP and do so within established deadlines. Please include a comprehensive plan to begin emergency ambulance service prior to the current implementation date.

4.17 Safety and Risk Program

Proposers shall provide a safety and risk management program which shall include, at a minimum:

- A. A safety manual that ensures compliance with CAL/OSHA requirements.
- B. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk, protect them from danger, and preserve them from loss.
- C. A training program for all managers and supervisors to ensure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- D. A person must be responsible for the safety and risk program and he/she must have received formal training on risk and loss issues.
- E. The safety and risk program starts in the employment application phase and must include the following:
 - (1) an employment physical exam; and
 - (2) physical capacity evaluation that is fair, nondiscriminatory, and commensurate with job requirements.
- F. An emergency vehicle operator-safety program that meets or exceeds any state or local requirements.
- G. A continuing education program for all employees on safety and health issues that is scheduled no less than bi-annually.
- H. Ongoing monitoring of driver license status on all personnel.

4.18 Legal Entity

The Proposer must be a single legal entity properly licensed to do business in the State of California.

4.19 License to Operate

Contractor shall also be required to reimburse the County and the LEMSA the annual cost of staff hours allotted for the coordination and oversight required as a result of the performance-based contract with Contractor and is intended to partially offset the cost to the LEMSA for oversight of the Contractor's operations. The annual cost shall also support FirstWatch/PASS and EMS information system services. The annual reimbursement for these costs for the proposed Contract is \$140,000 and subject to CPI increase annually thereafter.

Section 5: Information for Proposer

5.1 Request for Proposal Deadline

One (1) proposal and seven (7) identical copies of the proposal plus a PDF electronic file version (via CD or flash drive) shall be clearly marked with the Proposal Number and the Proposal Closing Date/Time on the outside of the shipping box and forwarded to:

Mendocino County Executive Office
Attn: Janelle Rau
501 Low Gap Road, Room 1010
Ukiah, CA 95482

All required documentation (e.g., financial) should also be submitted as an attached PDF file via CD or flash drive.

Any Proposer, who wishes its proposal to be considered, is responsible for making certain that the proposal is received in the Mendocino County Executive Office by the closing date.

Upon receipt, each proposal should be noted with a separately identifiable proposal number, the date and time of receipt. Proposals received prior to the time set for opening shall not be opened and will be secured in a locked receptacle. At 4:01pm, the response opening will occur at the Mendocino County Executive Office location noted above.

5.2 Proposer Conference (Mandatory)

A pre-proposal conference will be held to discuss all relevant issues associated with the RFP. **Attendance is required.** Each firm will be limited to not more than four (4) representatives in attendance. Proposers may attend via conference call. Call-in information will be provided prior to the date of the conference.

Questions about the RFP are encouraged to be submitted in writing prior to the Proposers Conference. Please submit written questions to the Mendocino County Executive Office via email, to rauja@mendocinocounty.org or by fax at (707) 463-5649 by March 8, 2019.

The Proposer Conference may be taped and answers will be provided in writing via addendum following the conference. Please contact the Mendocino County Executive Office at (707) 463-4441 for confirmation of your attendance. Oral answers at the conference will not be binding on the County.

The location, date and time will be as follows:

Location: Mendocino County Executive Office
Conference Room C
501 Low Gap Road
Ukiah, CA 95482
Date: March 15, 2019
Time: 10:00

5.3 Interpretation of Request for Proposal

The Proposer must carefully examine the specifications, terms, and conditions expressed in the RFP and become fully informed as to the requirements set forth therein.

If Proposers planning to submit a proposal find discrepancies or omissions in the RFP, or have any doubt as to the true meaning, they may submit questions and/or request in writing an interpretation or correction thereof with the deadline set in Section 3.4 for questions. This final deadline for all written questions is March 22, 2019, by 4:00 pm. No further questions, requests for clarification or objections to the RFP will be accepted or considered after this date. The Proposer may fax requests to (707) 463-5649, or e-mail/mail to:

Mendocino County Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attention: Janelle Rau
Email: rauja@mendocinocounty.org

Answers to submitted questions and any change in the RFP will be made only by written addendum, duly issued by the Mendocino County Executive Office to each firm in receipt of the Request for Proposal, prior to the mandatory letter of intent due date. The County will not be responsible for any other explanations or interpretations.

All inquiries shall be directed only to the designated County staff person shown above. Contact with any other County personnel by the Proposer, relating to this RFP, is prohibited. Failure to comply with this request may be considered cause for rejection of a proposal.

5.4 Mandatory Letter of Intent

Each Proposer shall provide a letter of intent, signed by the authorized representative of the proposing firm or entity who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Proposer's intent to participate in the RFP. Failure to provide this letter by the deadline set in Section 3.4 may be considered cause for rejection of a proposal. This final deadline for the letter of intent is April 8, 2019, by 4:00 pm.

The Proposer may fax to (707) 463-5649, or e-mail/mail to:

Mendocino County Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attention: Janelle Rau
Email: rauja@mendocinocounty.org

5.5 False or Misleading Statements

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

5.6 Investigation

The County reserves the right to continue its investigation of proposal after the Contract is awarded and throughout the term of the Contract. The furnishing of false or misleading information during the proposal process may constitute a breach of Contract.

5.7 Rules for Withdrawal or Revision of Proposals

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals, provided that the request for withdrawal or revision is in writing and executed by the Proposer's duly authorized representative. A request for withdrawal of a proposal must be filed with the Mendocino County Executive Office/Central Services Division before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Proposer to submit a new proposal, provided the Proposer can submit the new proposal by the deadline stated herein.

5.8 Subcontracting

Any Proposer using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Proposer will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Subcontracting, or other legal arrangements made by the Proposer are the sole responsibility of the Proposer. Any contract that is entered into between the selected Proposer and the Subcontractor(s) shall contain provisions for federal, state, and local access to the books, documents, records, and inspection of work. The LEMSA and the County shall review and approve any proposed subcontracts.

5.9 Confidentiality

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until the Contract is awarded and signed. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Proposer's proposal shall be kept confidential to the extent allowed by law unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision agreement or an evaluation of the proposal or it is subject to disclosure due to a Public Records Act request. A disclosure of such working papers or discussions by the Proposer may be a basis for rejecting the Proposer's proposal and ruling the Proposer ineligible for further participation.

5.10 Proposal Terms and Conditions

The proposal itself is only a reference point to the County's standard general terms and conditions and is not the legal document itself. Proposer agrees to incorporate by reference the County's solicited proposal, the Proposer's responding proposal and any other documentation deemed necessary by the County into any contract that may be derived from this RFP.

Any contract that may be developed as a result of this proposal will not become legally binding until it has been approved by the LEMSA and the County Board of Supervisors.

5.11 General Terms and Conditions – Contract Agreement

The successful Proposer will be required to enter into a final contract with the County, specifically identifying the scope of work as well as the County's general terms and conditions (sample

contract provided herein for Proposer's review). All Proposers shall familiarize themselves completely with the contents and requirements of the Contract.

Section 6: General Provisions and Assurances

6.1 General Information

- A. The County reserves the right to reject any or all proposals, to waive any informalities in the proposal and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not confined to price alone.
- B. Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.
- C. Each proposal must be submitted on such forms provided herein (if provided in the proposal), and must be placed in a sealed envelope or carton with the proposal number and closing date visibly displayed on the outside. Proposals received after this deadline will be rejected regardless of postmark date.
- D. All proposals shall remain firm for at least 120 days after proposal closing date. The County reserves the right to withhold an award of the proposal for a period of 90 days from date of closing.
- E. All proposals and accompanying documentation submitted by the Proposers become the property of the County and will not be returned. Evaluation shall be based on the material contained in the proposal. Proposers are instructed to disregard any prospective oral representations they may have received prior to the solicitation of the proposal.
- F. The cost for developing and preparing the proposal is solely the responsibility of the Proposer whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.
- G. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

6.2 Proposal Confidentiality

All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Proposers during the evaluation process.

6.3 Public Disclosure

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the awarded Proposer and the County Board of Supervisors have signed the Contract. The working documents, evaluation tools and notes of the Proposal Evaluation Committee are not retained and, therefore, are not available through a Public Records Act request.

In the event that an unsuccessful Proposer files an official request to view the awarded Proposer's proposal, the County must comply with the appropriate public disclosure procedures.

6.4 Qualifications of Proposer

The County may make such investigation as it deems necessary to determine the ability of the Proposer to provide the services requested herein, and the Proposer shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Proposer reveals that such Proposer is not properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein. Examples include, but not limited to: falsification/exaggeration of qualifications, lack of financial solvency, inability to fund startup costs, lack of insurance coverage, etc.

6.5 Disqualification of Proposer

A Proposer may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

1. Proof of collusion among Proposers, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Proposer.
2. The Proposer's lack of responsibility, performance, and cooperation as discovered through reference checks and investigations.
3. The Proposer being in arrears on existing contracts with the County or having defaulted on previous contracts.
4. The Proposer's delivery of its proposal after the deadline specified in the proposal.
5. Incomplete information or missing documents as required in the proposal.
6. Lack of attendance, by phone or in-person, at the Proposer Conference.

6.6 Integrity of Expenditure

The Proposer assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

6.7 Gratuities

Neither the Proposer nor any person, firm, or corporation employed by the Proposer shall give, directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, neither during the proposal process nor during the performance of any contract period resulting from this proposal.

6.8 Conflict of Interest

The Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. The Proposer further covenants that if awarded a Contract resulting from this proposal, no person having any such interest is presently employed or shall be employed in the future.

6.9 Laws and Health Insurance Portability and Accountability Act (HIPAA)

Contractor shall comply with all applicable federal, state and local laws, rules, and regulations ("Laws") that are in effect at the inception of any Contract generated as a result of this proposal and that become effective during the term of such Contract, including without limitations HIPAA (42 USC sections 1320d et. Seq.) The parties shall execute any amendments necessary to implement such laws.

6.10 OSHA Requirements

All material, equipment, or labor submitted under this proposal by Proposer shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Proposer warrants that the described material, equipment, or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

6.11 Environmental Protection

The Proposer awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agencies.

6.12 Drug Free Work Place

The awarded Proposer must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

6.13 Legal Considerations

Any Proposer, by submission of a response to this proposal, shall be deemed to have agreed to be bound by applicable sections of Title 41, United States Code (USC), and the laws of the State of California and the ordinances of the County. Any legal proceedings against the County or any state or federal agency regarding this proposal or any resultant contract shall be brought in the California courts.

Section 7: Special Provisions

7.1 Insurance and Taxes

The successful Proposer shall obtain and maintain in full force and effect throughout the term of the Contract, such insurances as set forth herein. The successful Proposer shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. The successful Proposer shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein. The insurance carrier shall be required to give County notice of termination at least 30 days prior to the intended termination of any specified policy. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$10,000 without the express written permission of the County. If Contractor has a self-insurance retention (SIR), Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

The successful Proposer shall provide Certificates of Insurance and endorsements for the following types of insurance, and policies and declarations as requested by the County, evidencing such coverage to LEMSA, with a copy to the County CEO, before the commencement of any work under this Contract.

- A. Commercial General Liability for limits not less than one million dollars (\$1,000,000) combined single limit for bodily injury, personal injury, and property damage for each occurrence and three million dollars (\$3,000,000.00) general aggregate. The policy shall be endorsed with the following specific language or contain equivalent language within the policy:

"Mendocino County their officers, agents, employees and volunteers are named as additional insured using form CG 2026 or equivalent broad form, for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract."

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the entity's liability."

"The insurance provided herein is primary coverage to Mendocino County with respect to any insurance or self-insurance programs maintained by the County."

- B. Automobile Liability covering the type of vehicle operated under this proposal for limits not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage for each occurrence, which may be satisfied through plus excess and/or umbrella liability insurance. Coverage shall include owned, non-owned, and hired automobiles.

The County and its officers, employees and agents shall be endorsed to above policy(ies) as Additional Insured using form CG 2026 or equivalent broad form, for such liability as may be incurred in the performance of any Contract resulting from this proposal.

- C. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of one million dollars (\$1,000,000) per occurrence. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
- D. Medical Malpractice-Professional Liability for all applicable activities of the Contractor arising out of or in connection with this Contract for limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering Contractor's wrongful acts, errors, and omissions. The limits of this policy apply separately to this Contract. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract and shall maintain tail insurance in effect for not less than two (2) years following completion of performance of this Contract.
- E. The County requires insurance carriers to maintain during the Contract term, a Best Key Rating of A: VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- F. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful Proposer to furnish insurance during the term of any Contract resulting from this proposal. The insurance requirements and limits of the insurance provisions of this Contract shall not be construed to limit any liability of the Contractor.
- G. Required to Maintain Coverage: If the Contractor fails to maintain any of the insurance coverage required herein, County may 1) order the Contractor to stop the work, 2) declare the Contractor in breach, 3) suspend or terminate the Contract, 4) assess liquidated damages as defined herein, or 5) may purchase replacement insurance or pay premiums due on existing policies. County may collect any replacement insurance costs or premium payments made from the Contractor deduct the amount paid from any sums due the Contractor under this Contract.

7.2 Performance Security Provisions

- A. Contractor shall furnish, within 14 days of Contract execution, performance security in an amount of one million dollars (\$1,000,000) in any of the following forms. The performance bond shall be considered liquidated damages in the event of contract default. Performance security options are:
 - 1) Performance Bond

A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the County that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.

- 2) Irrevocable Letter of Credit
An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.
 - 3) Cash Deposit
Cash which must be deposited with an escrow holder acceptable to the County and subject to an escrow agreement approved by the County. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the Contractor.
 - 4) Combination of the Above
A combination of the above must be acceptable to the County.
- B. Whatever form of performance security is selected by the Proposer, the proposal shall indicate the form selected, and shall include full and detailed documentation of Proposer's ability to provide such security.

Any performance bond furnished by Contractor in fulfillment of the requirements of this Contract for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon 30 days advance written notice to the County. Not later than 20 days following the commencement of the 30-day notice period, Contractor shall provide to the County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall constitute a material breach of contract. The performance security may be adjusted annually on the contract anniversary date (July 1) based on the change in the Consumer Price Index for the category of Urban Consumer, Mendocino County, over the 12-month period beginning April 1 and ending March 31 immediately preceding the adjustment date.

Failure of the successful Proposer to meet these performance security requirements after the successful Proposer has been selected, and prior to contract start date, shall result in forfeiture of the award.

Section 8: Submitting Proposal and Content Requirements

8.1 General Information

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled "Optional Exhibits and Attachments."

Each Proposer shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of the proposal.

Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal

may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified. **Proposals not received by the closing date and time and at the location specified will be rejected.** Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not so rejected, the original proposal will provide the basis for resolving such discrepancies.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document.

Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete, and consistent with the proposal content requirements.

8.2 Number of Copies to be Submitted

Please submit **one (1) original proposal** to be signed in blue ink where required (original proposal must be marked as such) and **seven (7) identical copies** of the proposal so there will be a sufficient number to distribute to the Proposal Evaluation Committee members and CEO. In addition to the hard copies required above, each Proposer shall also provide an electronic copy of the proposal, in its entirety, in Adobe Acrobat format (i.e., PDF) via CD or flash drive.

8.3 Proposal Format

The proposal must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8½" by 11" paper. Double-sided pages are encouraged. Each page must be clearly and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals must include the signature page, signed by a corporate officer, partner of the company, or agent authorized by the organization, and the signature sheets committing the organization to the specifications of the proposal must appear immediately following the cover letter.

Upon approval by the County Board of Supervisors, a Contract will be developed for the proposal and will become legally binding upon the signature by the Chairperson of the County Board of Supervisors and the authorized official of the selected Proposer's corporation or company.

8.4 Proposal Content

To ensure that comparison of proposals is fair and complete, all proposals shall employ the format described in this section, be tabbed, and included in three-ring binders. Proposals are limited to 200 pages and 200 pages for appendices (i.e., 200 single-sided or 100 double-sided pages each). All appendices shall be included in a separate three-ring binder.

A. Required Table of Contents

Each proposal shall be structured to incorporate a table of contents which shall clearly indicate where each required section is located. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such

as charts, policies, and plans are encouraged to be placed in an appendix. All proposals shall include page numbers and have major sections tabbed.

B. Detailed Description of Proposal Sections

Each of the sections in the table of contents is described below. It is the intent of this procurement to preserve or improve upon the current pre-hospital system in every category of service, and to meet or, where possible, improve the quality of service. Thus, Proposer shall describe Proposer's capabilities and agree to meet or exceed minimum service requirements. Failure to accept LEMSA and County's minimum-service requirements in any service category may be grounds for automatic disqualification. While additional commitments are not encouraged, all additional commitments, if offered, shall be separately stated within each section, and the costs associated therein shall be separately identified.

1) Cover Letter

Each proposal shall have a cover letter, signed by the authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Proposer's full understanding and acceptance of all terms set forth in the RFP including the financial projections in the Proposer's proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict of interest statutes or ordinances. The letter must state that the proposal is a firm and binding offer to perform the services stated under the conditions specified in the proposal. The letter shall also include the number of years that the Proposer has been in business under the present business name as well as any related business names and describe any financial interests in any other related businesses. Failure to provide this letter will cause the proposal to be considered non-responsive.

Proposer shall ensure the placement of all signature sheets and forms required by the RFP in a section titled "Signature Sheets" to immediately follow the cover letter.

2) Executive Summary

Each proposal shall have an executive summary that describes, in summary form, the Proposer's general approach to providing the services required by this RFP that addresses the essential elements in the proposal. The executive summary shall not exceed 10 pages in length.

Proposer's Credentials, Experience Local Management Team

The following questions and/or requirements must be answered in the order and format requested.

- 1) Name and address of organization.
- 2) Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
- 3) Type of organization or legal entity (e.g., sole proprietor, partnership, corporation) and the state under whose laws the entity is formed.

- 4) Names and addresses and share of ownership of all owners, shareholders, directors, officers, and corporate linkages of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided. If the Proposer is a corporation with 30 or more shareholders, provide title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.
- 5) Provide names and affiliations of all other corporations or entities potentially providing services to this Contract.
- 6) List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 7) Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above \$75,000.
- 8) Provide a narrative description of ambulance services and related services currently provided by the organization.
- 9) Describe the organization's experience in providing ALS-level emergency ambulance service under a performance-based contract serving an area with service conditions similar to those of the County (e.g., geo-demographics, payer mix).
- 10) The Proposer and each of its partners or shareholders must provide letters from any EMS regulatory agencies (maximum of five where it operates at the credentialing level) that provides a report of compliance with their standards, including response-time requirements, if measured by the agency, for the last two years.
- 11) List at least three hospitals and three public safety agencies (e.g., fire departments, law enforcement agencies) with which the organization has worked within any 911 operation during the past year and which shall serve as references.
- 12) Describe contracts with counties similar to Mendocino entered into during the past five years regarding ALS/BLS pre-hospital delivery of services showing year, type of services (e.g., 9-1-1, interfacility, combined), location, name and address of contracting agency.
- 13) Provide details, if any, of any failure, default, problems, or refusal to complete a contract by the organization.
- 14) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service. Explain any medical malpractice suits with a dollar loss (list the actual circumstances, conclusions and dollar loss) for the last 10 years.

- 15) List accident rate per vehicle and per 100,000 miles driven for the past three years for the organization and its affiliates.
- 16) List any commitments and potential commitments which would impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
- 17) References: Include no more than five letters of reference specifically related to the organization's current and existing:
 - a) Agreements and contracts
 - b) Clinical performance as an ALS contractor
 - c) Quality assurance/improvement program effectiveness
 - d) Response-time performance
 - e) Vehicle maintenance and replacement program
 - f) Relationships with first responder agencies
 - g) Organization's local and/or national reputation as a contractor of ALS service
 - h) Relationship with labor organizations

Note: Letters of reference must include the following:

- a) Be signed and dated by the author.
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the Proposer.
- c) Describe the extent to which the author/organization is familiar with the Proposer and the Proposer's work/performance.

Note: Letters of reference will not be supplied by or considered from the County staff members. All auto collision rates and lawsuits must indicate corporate wide experience as well as experience for the California area, if applicable.

- 18) List planned number of employees for this contract using the format below (use separate charts for current and planned):

Category	Full Time	Part Time	Total
Management			
Accounting/Billing			
Field Supervisors			
EMT-Paramedic			
EMT			
CQI Staff			
All Others			
Total			

Proposers shall define their use of "full time" and "part time." "Management" personnel shall include personnel who are scheduled for less than 25 percent of their time in the field.

- 19) Using the format below, document the number of ambulance responses/transportations conducted by the organization in any contract or exclusive area with a similar performance expectation, population, geographical area or transport volume during the past 12 months. Identify each contract and exclusive area served on a separate chart (maximum of five separate jurisdictions).

Call Type	Responses	Transports
9-1-1 Code 3		
9-1-1 Code 2		
9-1-1 Backup/Mutual Aid		
Interfacility		

- 20) Provide annual turnover rates by category of personnel, define "turnover," and how it is calculated.
- 21) Provide supporting documentation to demonstrate existing capabilities to furnish service which is similar to that required under this procurement.
- 22) List and state current status and/or outcomes of any current or pending criminal cases or investigations against any officer or manager of Proposer.
- 23) List and state the current status and/or outcomes of any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations involving the Proposer and/or its personnel for the past 10 years in all corporate operations.
- 24) List and state the status and/or outcomes of any investigations for affirmative action violations involving the Proposer and its personnel.

(c) Criteria for Evaluation of Proposer's Credentials, Experience and Local Management Team

Proposals will be evaluated based on the extent to which the organization as a whole (or in the case of a new entity, the agency, or its constituent organizations) has the experience described below. The proposals will also be evaluated based on the extent that the Proposer's key corporate and local management personnel (which may include general partners, directors, officers, and principal management personnel) possess this experience or have participated in the acquisition of this experience as management personnel. The criteria set forth below describe the desired minimum experience. Each proposal must describe how and to what extent the organization and its key management personnel meet or exceed these criteria.

- 1) On-Site Key Personnel, Organization and Management Description
Minimum: Include job descriptions and resumes of the on-site and off-site management team that will oversee operations, quality, training, vehicle maintenance, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this EOA. Specify which key personnel listed above will be on-site (i.e., in Mendocino County) vs. off-site, if applicable. Provide names and qualifications of field supervisory staff to be assigned to the contract, if

awarded. The qualifications of the key personnel are a significant consideration for review of this section.

- 2) Criteria for Evaluating Proposer's Credentials - Please respond to each section below with detailed information regarding experience and/or compliance with each element.
- a) Experience as an ALS ambulance service provider to populations over 40,000 residents or equivalent experience in a single contiguous area. The contiguous area may be made up of multiple political jurisdictions which may include multiple cities, counties, states, or other jurisdictions.
 - b) Historical experience with response-time standards in a rural area with small to moderate-sized population centers separated by sparsely populated unincorporated areas. The population may be located in multiple political jurisdictions which may include cities, counties, states or other jurisdictions.
 - c) Experience providing 9-1-1 ambulance service or first response at the ALS level in a contiguous area totaling at least 600 unit hours per week.
 - d) Ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience as required in this RFP.
 - e) Financial strength, stability, and reputation.
 - f) Expertise in system management, vehicle maintenance, and billing/accounts receivable management.
 - g) Ability to provide a high level of ambulance resource management performance.
 - h) Commitment to maintaining quality personnel.

(d) Compensation Package and Working Conditions

The County encourages Proposers to demonstrate how their wages, benefits, shift schedules, and expected productivity will attract and retain experienced personnel, especially existing employed paramedics and EMTs, in the County. Please include a proposed wage and benefit package designed to encourage personnel to remain within the EMS system to reduce the turnover rate and to meet all applicable state and federal laws (e.g., Fair Labor Standards Act).

Proposers must submit their turnover and vacancy rates for the past three years for all categories of personnel and the salary levels (current and proposed) for entry, middle, and top levels for all personnel.

Note: Wages and benefits are significant areas of review for this RFP. At a minimum, the Proposer shall provide a specific personnel plan which compensates personnel commensurate with area expectations and which produces low attrition. Wages should be structured so as to recognize

multi-cultural capability commensurate with the needs of the County. The Contractor shall supply multi-cultural sensitivity training to its employees.

(e) **Incumbent Work Force**
Proposers should note that the handling of the incumbent workforce is a significant factor in the rating of proposals.

A preference to currently employed EMTs and paramedics in the County shall be given by Proposers. Proposers shall provide specific plans to address this effort in their proposal.

Proposer is required to make and document its best efforts to afford job opportunities to members of the incumbent work force who are interested in employment in the new EMS system. As this subject is an important aspect of the analysis of proposals, plans for a smooth transition of the work force must be detailed.

1) Workforce Diversity

All Proposers must submit evidence that there is a plan in place consistent with currently applicable federal, state, and local laws and regulations, to promote diversity of personnel in the organization, including methods for meeting this need and the timelines anticipated. Diversity in this context includes establishing opportunities for women and minority personnel.

2) Workload Management and Scheduling Practices

The Proposer shall normally schedule so as to provide staff at least eight hours of rest between regularly scheduled shifts. The successful Proposer shall have and enforce an operational policy to ensure on-duty staff is rested and response ready at all times, regardless of shift length and/or work schedule. Policies shall include a mechanism for on-duty staff to be relieved from response duties if fatigued.

3) Training Programs

Minimum: Furnish, in-house or by approved subcontract, an in-service training program plan which will allow field personnel to meet the State of California recertification, or licensing requirements. Cooperate with the current LEMSA and County continuing education program.

(f) Response-Time Commitment

Describe how you will meet the response-time performance standards set forth in this RFP. Outlier and zone non-performance payments shall be in accordance with the provisions set forth in this RFP.

The Proposer's plan for the location and housing of field staff and units for meeting response-time performance shall be included in the proposal. The Initial SSP shall include the number of units on duty by hour and day, the post locations used, the priority of post locations, move up triggers, and the rationale for the SSP.

Minimum: Requirements for response time performance on calls originating within the EOA are set forth herein and shall be used as the basis for preparation of this section.

(g) Fiscal Strength

Describe your company's fiscal strength highlighting features of the financial documents provided as required as well as other aspects that would allow evaluation of fiscal viability to initiate, operate, and sustain this Contract.

(h) Cost and Revenue Forecasts

All costs and all revenue sources must be clearly listed and assumptions documented. Since cost and revenue projections will be compared among all Proposers, the County and the LEMSA require that information be provided in the format and with the level of completeness and detail specified herein.

The County and the LEMSA requires all Proposers to present detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that the LEMSA and the County may clearly determine the cost impact per call on all costing assumptions. Costs and proposed charges for alternative performance standard plans and any other alternative plan shall be specified separately.

All revenue sources must likewise be fully described. The LEMSA assumes that patient care fees will be a major component of Contract financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in this RFP, and must be consistent with volume-related cost projections. Proposers must identify all other revenue sources supporting their proposed budget and must explain how these revenue sources will change as a result of this commitment.

Minimum: The proposal must describe and document all costs and cost estimates necessary for providing services required by the Contract separating out costs and charges for alternatives.

Proposers must describe all revenue sources (direct and in-kind) and document working capital needs and sources for the startup of this Contract and/or any changes anticipated for this Contract plus any sponsoring organization's commitment to Contract financing (if any) and the legal authority to continue this commitment throughout the term of the Contract.

Important: Proposals shall submit charge data broken down on a call basis using a spreadsheet format to show stepping down of all costs to a per-call basis.

(i) Other Financial Statements and Budget

In addition to the budget, a complete set of financial statements shall be provided. Three (most recent) consecutive years of financial statements shall be provided, of which one year shall be a fully audited financial statement and shall include all accountant's footnotes, if provided with the original audit. The remaining two years of financial statements shall be reviewed statements, as defined by the American Institute of Certified Public Accounts (AICPA). If the Proposer does not have a fully audited financial statement, conducted within the past three years, they may submit a reviewed statement in its place. Note: Reviewed statements, in lieu of an audited statement, shall be subject to the limited interpretation that the statements offer. All financial documents must include the following:

- 1) Current financial status
 - a) Balance sheets;
 - b) Profit and loss statements, statements of revenues and expenditures;
 - c) Statement of changes in financial position;
 - d) Aged accounts receivable for ambulance revenues, and for other revenues expected to support ambulance services (if available);
 - e) Listing of any loans to officers (business, personal, or both, etc.);
 - f) Any lines of credit over \$75,000, with maturity, interest, annual payments identifying source and contact address;
 - g) Brief description of accounting, billing and payroll systems;
 - h) Brief description of any federal or state tax liabilities other than current payroll obligations;
 - i) Documentation of net worth of the entity submitting the proposal and the form (i.e. liquid and non-liquid);
 - j) Funding for contingency;
 - k) Full cost allocation for risk management, insurance, human resources, startup for legal; and
 - l) Cash-flow statement for the first six months of operation with detailed cost and revenue sources.

All Proposers should be aware that the documents requested will serve to confirm the soundness of their current financial positions. The County and

LEMSA's intent is to award the Contract only to an organization demonstrating the financial capability to operate successfully. All financial information contained in the proposal shall be considered confidential and proprietary to the Proposer and only released as may be required by law. Proposers should submit all required financial information in a separate, sealed envelope clearly marked with the RFP Section numbers that the Proposer is responding to, and clearly mark the envelope "Confidential and Proprietary."

2) Financing

a) Capital Financing

Proposer shall demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations required by this Contract. It is the Proposer's responsibility to conclusively document the source, the availability of the capital, and the firm commitment of the source or sponsoring agency, as appropriate.

b) Rate Adjustment

During the term of the Contract, the Contractor may be allowed opportunities for rate adjustments, based on the Bay Area Consumer Price Index, and/or other appropriate indexes reflecting increased costs of operations, as approved by the LEMSA and County. The Contractor may propose rate changes to the County no more frequently than annually unless the Contractor can demonstrate to the satisfaction of the LEMSA and County that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the Contract.

If a Contract extension is approved, the rate of reimbursement for additional terms under the Contract may be negotiated with the Contractor based on the following:

- a) Actual expenditures by the Contractor, as documented during the first contract term and approved by the awarding agency.
- b) Changes in state program requirements.
- c) Other reasonable costs or increases in cost over which the Contractor has no control.

The LEMSA and County shall assure, by audit if necessary, that all cost increases are reasonable and necessary to the continuation of the Contract.

3) Other Financial Information

Submit any other financial information that the Proposer considers relevant.

(j) **Equipment Maintenance and Management**

Please provide a detailed description, including brand names, the major equipment items to be furnished, and the scheduled replacement policies related to each class of equipment. In addition, stipulate the policy which shall govern, throughout the term of the Contract, fleet size as a percentage of maximum scheduled peak-load unit coverage requirements for the EOA. The overall fleet and management program shall be fully described such that the Evaluation Committee may ascertain the caliber and capability of the maintenance and equipment management program.

(k) **Billing / Collection Program and Data Integration**

Describe your data processing, billing, collection, and accounts receivable management system. Provide copies of all current, applicable policies.

Minimum:

- 1) System shall generate and electronically bill Medicare and Medi-Cal statements.
- 2) System shall be HIPAA compliant at the time of contract execution.
- 3) System shall handle third-party payers, self-pay patients, special contracts, diagnostic-related group (DRG) transports, and other special arrangements.
- 4) Itemized statements shall list all procedures and supplies employed, unless included in base rate.
- 5) System must be capable of responding to patient and third-party payer inquiries regarding submission of insurance claims, dates, and types of payments made, itemized charges, and other inquiries.
- 6) System must provide daily, monthly, and annual reports which furnish clear audit trails, including details of payments and adjustments experience.
- 7) System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- 8) System shall insure that billing records are consistent with PCR records and support the ability to monitor accuracy and completeness of required data.
- 9) System shall facilitate updates of account type, addresses, and other pertinent patient and third-party payer data.
- 10) System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:

- i. Assignment of follow up based on accounts receivable aging reports
- ii. Reminder mailings
- iii. Telephone collection methods
- iv. Policy regarding use of collection agents
- v. Policy regarding write-off of accounts receivable
- vi. Identifying and pursuing alternative third-party payments and other reimbursements
- vii. Policies for hardship cases, charity care, compassionate care and write-offs
- viii. Policy regarding prohibition of on-scene collections

11) Billing and collection data shall track to dispatch data by use of a record identifier.

(l) Initial (ambulance) System Status Plan/ Unit Hour Commitment

Provide an initial coverage plan to be in effect during the first three months of the Contract term. The SSP may employ more unit hours per week than Contractor projects will be needed later in the contract.

Minimum: Proposer shall specify the minimum weekly unit-hour coverage to be initially employed. Contractor must meet or exceed this plan during the first three months.

(m) Integration with Existing Ambulance Providers and First Responders

The existing EMS system has significant resources that should be leveraged to develop the optimal approach to cost-effective and highly-efficient pre-hospital care within the County. Please discuss your coordinated approach to EMS, including methodologies for covering each zone. If applicable, clearly identify the status of potential partnerships to subcontract for ambulance and/or first responder coverage. The Proposer may describe any partnerships to optimize the availability of CCT services.

Minimum: Proposer should specify plans, if any, for integrating with the existing ambulance and first responder public and private agencies as defined as a minimum here and in Section 4 of this RFP.

(n) Commitment to EMS System and the Community

Please discuss your intended involvement in and support of the first responder and community education and service programs. Describe your proposed methodology for integrating services with existing first responder public agencies including fire departments, police agencies, and 9-1-1/PSAPs. Specific plans must be submitted with prioritized objectives. Plans must include specific procedures for scene control and problem resolution. Please describe your process for establishing a methodology for assessing first responder training needs and training schedules. These requirements would only go into effect if requested by existing EMS providers and approved by the LEMSA. Commitments for ongoing liaison with the agencies must also be stated. Commitments to disposable item re-supply as described in the First Responder Section should be explained here.

The provider must develop a plan for the prompt return of first responders and nurses (from CCT) to their respective stations or hospitals, as appropriate, should they be used while transporting patients. Proposers should not assume that a

firefighter will always be available to ride into the hospital to assist with critical patients, e.g., cardiac arrest or bariatric transports.

Minimum: Contractor shall restock or pay for restocking first responder medical supplies used in response to emergency medical calls as is currently practiced in the County subject to applicable federal and state laws. A plan for community commitment to include programs on education and other service is required.

Multi-casualty incident services must be proposed by the Proposer and shall be discussed in this section. The Contractor will be required to maintain a disaster cache in an orderly and complete fashion to serve its own needs. The Contractor will be required to complete this requirement within six months of contract execution with the County.

(o) Proposed Patient Charges

The LEMSA and County require all Proposers to use the same assumptions to allow equitable comparisons among the proposals. The Proposers shall assume no general County subsidy for this procurement. It is the LEMSA's and County's desire to encourage proposals that achieve a balance in service, quality, cost and the fees charged.

This RFP requires a well-defined charge system which assures no "overcharging." Patient charges are an expected element of this proposal, subject to approval and incorporation in the Contract with the County. In this section, Proposer shall state the charges that it proposes to set for its services listed in Table 4 and shall provide information justifying those charges.

Services
ALS base rate
BLS base rate
CCT base rate
Non-transport fee
Mileage
Oxygen

Table 4

Minimum: In setting charges, the Proposer must use the assumptions stated below, in order to allow comparisons among all proposals. If the Proposer believes that any of these assumptions would lead to charges set by the Proposer that are too high or too low, the Proposer may so state and should then explain what changes should be made to the assumptions or to the proposed charges, in order to set the charges at a more appropriate level. The assumptions to be made by the Proposer and other considerations that should enter into the setting of charges are as follows:

- 1) **Number of calls/ transports:** The number of transports is provided in Table 5 for purposes of proposing and evaluation only. No guarantee of future revenues or results is made by the County.

Service Type	Transports
9-1-1	4,000

Interfacility-BLS	1,250
Interfacility-ALS	200
Interfacility-CCT	50

Table 5

Please see Attachment 2 for the historical response and transport data as provided by the current ambulance providers; again, the County makes no guarantees or promises to the accuracy of the data provided. Proposers are encouraged to review CAD data provided to further ascertain the most accurate information.

- 2) **Mileage:** An average of 10.0 transport miles shall be assumed for the purposes of evaluating the proposals.
- 3) **Base rate:** Separate ALS and BLS base rates are required. Assume that charges shall be consistent with the level of service provided to the patient, not the level of readiness provided by the Contractor. This will be a bundled base rate including all supplies and equipment other than oxygen. For the sake of the budget required, assume 65 percent of all 9-1-1 transports are ALS, 35 percent BLS.
- 4) **Non-transport rate** Proposers must propose a non-transport fee for circumstances where services are requested and provided at-scene but transportation is refused or unnecessary. Specific protocols should accompany the proposal.
- 5) **Oxygen:** Assume 10 percent of all calls require oxygen.
- 6) **Assignment:** All Proposers must agree to accept assignment from Medicare and Medi-Cal.
- 7) **Average charges:** The Proposer shall calculate the average charge per call that would occur if the charges set by this RFP and the charges proposed by the Proposer were implemented. The computation must use standard formulas for such computation and must use the assumptions set forth above regarding call volumes and frequency of the various charges. The computations must be set forth in this section.

(p) Commitment for Clinical Quality

In this section, the Proposer demonstrates the level of clinical sophistication that will be possessed by its field and management staff.

- 1) **Commitment to Clinical Quality**
Provide a copy of your current continuous quality improvement (CQI) plan, including: meeting the standards of the quality improvement movement in the healthcare industry and consistent with the LEMSA policies and the California EMS Authority System Model Guidelines. The plan shall describe:
 - a) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;

- b) program for continuous learning and development of staff and management;
- c) service to all internal and external EMS providers and customers;
- d) commitment to participate in and contribute to the LEMSA CQI process; and
- e) commitment to cooperate with system research.

The plan should include the following parameters:

Internal mechanism such as: medical director, CQI manager, CQI committee structure and process, prospective training and education efforts, concurrent and retrospective review, establishment of performance indicators and development of personnel performance improvement plans, personnel development, problem identification, needs assessment, education/compliance remediation, problem resolution, and the documentation and tracking of implementation strategies and outcomes.

- f) Required interfaces
 - 1) County of Mendocino
 - 2) Base and Receiving Hospitals
 - 3) First Responder Agencies
 - 4) Ambulance Public Agencies
 - 5) Communications Center
 - 6) PSAPs

Additionally, the plan shall include the following elements:

- g) Patient Rights

Include a current policy on the client/patient rights which shall, at a minimum, provide the following:

 - 1) fast, effective medical treatment and transportation to a facility of their choice (unless this is in conflict with LEMSA policies), regardless of ability to pay;
 - 2) full information regarding the immediate treatment needed with the right to refuse any treatment or service;
 - 3) full explanations of bills about which the patient has questions;
 - 4) confidential treatment of medical records;
 - 5) listening to patients during transport or later and answering all questions promptly;
 - 6) billing insurance or third-party payer as part of the service to the patient;

- 7) charity care policies and thresholds (e.g., 300 percent of Federal Poverty Level) for patient bill write offs and discounts; and,
- 8) retention of patient records and patient access to their records.

Copies of these policies shall be included in the Proposer's proposal.

2) **Performance Measures**

As part of the service delivery, the County and LEMSA desire to improve patient outcomes by identifying, monitoring, and implementing performance measures that are data-driven and clinically proven to be effective. Describe current efforts and results within your company to implement clinical quality improvements that have increased performance measures. Examples include, but are not limited to:

- a) increased bystander CPR;
- b) improved return of spontaneous circulation (ROSC);
- c) approach to airway management;
- d) minimal on-scene times for trauma, stroke, and STEMI patients;
- e) correct identification of STEMI cases;
- f) aspirin administration during heart attacks; and
- g) pain management

(q) **Contract Provisions**

The proposed Contract is provided in Attachment 5 of this RFP. The County in coordination with the LEMSA reserves the right to make further, non-substantive refinements to the Contract as necessary (e.g., required reports, frequency/format of reports, community education specifics, definitions, clarifications, clinical and performance standards).

(r) **Performance Security Method**

Proposer shall describe in detail its intended method of satisfying the performance security requirements as identified in Section 7 of the RFP.

(s) **Additional Forms**

Forms A, B (1 and 2) and C (1 and 2) included in this RFP, shall be completed and included in this section for the Proposer and all of its Subcontractors.

Section 9: Award, Selection, and Evaluation Criteria

9.1 Basis of Award

Award will be made to the Proposer whose proposal demonstrates the most responsive and advantageous proposal to the County. The County and LEMSA shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the County after all factors have been evaluated using an objective scoring system. The proposal with the highest overall score will be the successful Proposer.

The County and LEMSA reserves the right to reject any or all proposals or any part thereof, to waive any informalities in the proposal and minor irregularities, technical defect or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not be confined to cost alone. False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. The LEMSA and County shall be the sole judges in making such determination.

The County and LEMSA reserve the right to cancel or discontinue with the proposal process and reject any or all proposals, when the County and LEMSA determine in writing that cancellation is in the best interest of the County for reasons such as those listed below:

- A. There is no longer a requirement for the furnishing of such items, materials, equipment and/or services.
- B. Funding is no longer available for this proposal.
- C. It is otherwise in the County's best interest to cancel the proposal process.
- D. Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
- E. All otherwise acceptable proposals received are at unreasonable prices.
- F. The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- G. The proposals received did not provide competitive adequate to ensure reasonable prices in accordance with local resources or generally accepted prices.
- H. No proposal is received which meets the minimum requirements of the RFP.
- I. The County and LEMSA determine after analysis of the proposals that its needs can be satisfied by a less expensive method.

9.2 Selection of Proposal

An Evaluation Committee consisting of recognized EMS system experts selected by the County's consultant will evaluate the proposals. All Evaluation Committee members will be thoroughly screened for conflicts of interest. It is the intent of the Evaluation Committee to select a successful Proposer with a recommendation to be forwarded to the Board of Supervisors based on the evaluation of all elements to this proposal. Selection will not be made primarily on cost, but will be based upon the proposal that receives the best overall score based on the evaluation criteria of the County's needs.

9.3 Evaluation Criteria

The Evaluation Committee will consider only those proposals which have been considered responsive to the RFP. Any proposal which fails to meet the requirements of the RFP will be considered non-responsive and may be rejected. The County may contact and evaluate the Proposers and the subcontractors' references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Section	Possible Points	
Credentials, Experience, and Local Management Team	75	18.8%
Compensation Package and Working Conditions	25	6.3%
Incumbent Work Force	15	3.8%
Response-Time– Evidence to support ability to meet Response Time Requirements	20	5.0%
Fiscal Strength	20	5.0%
Equipment Maintenance and Management	10	2.5%
Billing/Collection Program and Data Integration	20	5.0%
System Status Plan/Unit Hour Commitment	25	6.3%
Integration with Existing EMS Providers	75	18.8%
Commitment to EMS System and the Community	15	3.8%
Proposed Patient Charges	25	6.3%
Clinical Quality Improvement Plan	75	18.8%
Total	400	100.0%

9.4 Proposal Evaluation Process

A. Evaluation Committee

The Evaluation Committee may include non-scoring subject matter experts from the County including but not limited to: CEO Representatives, Health and Human Services Agency representatives, County Counsel, County Purchasing Agent, and other technical consultants as may be determined appropriate. Subject matter experts will not score the RFPs and will only provide local expertise as requested by the evaluators to fully appreciate the benefits of or concerns with any specific proposal components.

B. Conflict of Interest

All Evaluation Committee or advisory group members, and other parties involved with the review of proposals shall be carefully screened by the County and LEMSA for potential conflicts of interest. Each evaluation participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the County and LEMSA. Those potential evaluation participants with a material conflict of interest, as determined by the County and LEMSA, will not be allowed to participate in the evaluation process.

C. Evaluation of Proposals

All proposals must specify capabilities to meet or exceed credentialing standards. Each proposal must specify information sufficient to demonstrate the level of credentials, scope of service and financial capabilities for the Contract bid on to be able to complete the screening and evaluation process. The County will appoint an evaluator who will begin the review process with an initial screening of credentials and proposal completeness. The evaluator will submit the results of his or her initial screening to the Evaluation Committee. Each member of the Evaluation Committee shall complete an individual proposal ranking sheet (see Attachment 6) and rank each proposal according to the individual evaluation requirements.

At the discretion of the Evaluation Committee, a presentation by the Proposers may be requested by the County with at least two weeks' notice. If requested, each Proposer will be allowed 45 minutes of presentation and up to 90 minutes of questions and answers by Committee members.

Proposers may include up to eight staff persons of the Proposers, however, at a minimum the Chief Executive Officer or equivalent, Chief Financial Officer, and anticipated manager of the Exclusive Operating Area shall be present. The order of presentations will be determined by random draw.

Proposer presentations are not public meetings and attendance will be restricted to the County, Proposer and their staff persons, and the Evaluation Committee.

Site visits to the Proposers' offices, substations or contract sites may be requested by the Evaluation Committee.

The Evaluation Committee will not allow any public testimony or the introduction of any new materials or information. The County reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. The Evaluation Committee shall make its recommendations to the County which may include that any or all proposals be rejected.

D. **Scoring Process**

An initial review of all proposals by the LEMSA or their designee for completeness and a review on credentials (pass or fail) will be conducted before any proposal is reviewed by the Evaluation Committee. Proposal submissions in regard to each scoring category shall be scored by each Evaluation Committee member. Proposers will be rated individually allowing for more than one proposal to receive the same score per category; the only exception is the pricing of service category.

Each proposal category will receive the appropriate percentage of allocated points based on the following criteria:

Points Awarded	Description
100%	Excellent: The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor and the element contributes appropriately to meeting the requirements of the criterion.
75%	Good: The proposal addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.
50%	Fair: The proposal broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.
25%	Poor: The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.
0%	Fail: The proposal fails to address the element in all aspects and its relationship to supporting the criterion.

The score for the pricing category will be determined following the formula provided below. The lowest price will be awarded the maximum points for the category. This is not a bid process. All other pricing proposals will receive a percentage of the maximum points equal to the difference between the Proposer's price and the lowest price proposed. For example, if the lowest price is \$900 and the next lowest is \$1,000, then the latter proposer would receive 90 percent of the points allocated to this category (i.e., $\$900/\$1,000 = 90\%$).

Item	Quantity	Proposed Rate	Subtotal
9-1-1 Volume			
ALS emergency Base Rate	2,600		
BLS emergency Base Rate	1,400		
Mileage (10 miles)	40,000		
Oxygen (10%)	400		
IFT Volume			
BLS Base Rate	1,250		
ALS Base Rate	200		
CCT Base Rate	50		
Mileage (10 miles)	15,000		
Oxygen (10%)	150		
Total			
Total/5,500 total transports			

E. Ranking and Weighing of Proposals

It is the County and LEMSA's intent to select a Proposer based on the best balance of quality, price, experience, performance assurance, and integration with system needs. Proposers offering services with pricing which substantially varies (i.e., greater than 25 percent) from the market, without justification, will be considered as non-responsive.

F. Recommendation to the LEMSA

After completing the scoring of the proposals, the Evaluation Committee shall discuss the proposals, the scoring, any other relevant considerations, and make a recommendation to LEMSA.

G. Deficient Proposal

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Proposer is deficient. It is in the Proposer's interest to submit a complete and accurate proposal.

H. **Authority for the LEMSA to Investigate and Verify Credentials and Qualifications**

Proposers shall submit executed and notarized forms provided including the "Investigative Authorization" forms provided for the Proposer's organization according to the proposal.

I. **Additional Investigation**

LEMSA staff or its delegate may continue to undertake additional investigation during and after the proposal review process to verify claims made by the recommended Proposer during the proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

If the Proposer selected by the Board of Supervisors refuses or fails to accept the Contract within the time period approved by the Board, the Board, after receiving further recommendation from LEMSA, may award the contract to the Proposer whose proposal has the next best overall score. Alternately, the Board may reject all the remaining Proposers.

J. **Required Pre-contract Bond to Ensure Execution of Contract**

Upon recommendation by the County staff or designee and at the discretion of the LEMSA and County, the recommended Proposer may be required to post a \$50,000 bond within 15 days after the notifying the Proposer of his or her recommendation to the Board. The purpose of the bond is to insure the negotiation in good faith of a completed Contract with the recommended Proposer. The bond will be returned to the recommended Proposer upon approval of the Contract by the Board of Supervisors.

K. **Rejection of Proposals**

The County and LEMSA reserve the right to reject any and all proposals. The LEMSA shall notify each unsuccessful Proposer in writing and include the specific reason for the rejection of the proposal.

L. **Disposition of Proposals**

All materials which are submitted in response to the RFP will become the property of the LEMSA and the County and may be subject to the State of California's Public Records Act.

9.5 Notice of Intent to Award

A "Notice of Intent to Award" will be sent to all participating Proposers upon Evaluation Committee recommendation to initiate Contract negotiation. This "Notice of Intent to Award" will be sent to all participating Proposers by U.S. postal mail, email, or facsimile. The final recommendation and subsequent Contract award will be presented to the Board of Supervisors by LEMSA.

9.6 News Releases

News releases by the Proposer pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

9.7 Protest

The protest procedure is an extension of the formal bid and/or proposal process that provides recourse to proposers that wish to protest the results or the method by which a proposal request was processed. This procedure shall be utilized only after all informal methods have failed to reach a solution.

If a Proposer wishes to protest the award, the procedure shall be as follows:

Within five (5) business days from the date of public notice of the results, the Proposer shall submit a letter of protest to the Executive Office/Purchasing Agent, signed by an authorized representative of the organization, specifically stating the reason(s) for the protest. Protests received after this time will not be considered.

Protests must be submitted to:

**Mendocino County Executive Office
Attn: Purchasing Agent
501 Low Gap Road, Room 1010
Ukiah, CA 95482**

The Proposer must provide all relevant facts to support the protest, such as the law, rule, regulation or criteria on which the protest is based; document the date and action taken resulting in a protest; and identify the material issue, including a detailed explanation of the basis for the protest and the remedy sought. Specification related protests must be fully supported by technical data, test results, or other pertinent information, that a rejected product offered is equal to or better than the specification requirement.

PROTEST RESOLUTION PROCESS

Within fourteen (14) calendar days following the receipt of the written protest, the Purchasing Agent shall provide a written response to the protesting party. If the Purchasing Agent finds the protest has merit, the Purchasing Agent may modify the award recommendation and notify all proposers of the decision.

Where a protest has been resolved or withdrawn the Contract may be awarded in accordance with the Purchasing Agent's original recommendation.

Appeal of protest actions to the Board of Supervisors

In the event the protest remains unresolved the protestor can appear before the Board of Supervisors at the time that the contract award is being presented to the Board for consideration at a regularly scheduled Board meeting. All Proposers shall be notified of the date on which the matter will be heard by the Board of Supervisors.

STAY OF PROCUREMENT ACTION DURING A PROTEST

In the event of a timely protest under this Section, the LEMSA and County will not proceed further with the solicitation or the award of the contract until the protest is resolved, unless the Purchasing Agent, in consultation with the LEMSA, the head of the issuing department and County Counsel, make a determination that the award of the contract without further delay is necessary to protect a substantial interest of the LEMSA and County.

Nothing in these Policies and Procedures shall be deemed to prevent the LEMSA and County of Mendocino from proceeding with negotiations or awarding a contract while the protest or protest appeal is pending.

REMEDIES PRIOR TO AN AWARD

If prior to award it is determined that a solicitation or proposed award of a contract is in violation of these Policies and Procedures, then the solicitation or proposal award shall be either:

- (1) Canceled
- (2) Revised to comply with these Policies and Procedures

REMEDIES AFTER AN AWARD

If after an award it is determined that a solicitation or award of a contract is in violation of these Policies and Procedures, then:

- (1) If the person awarded the contract has not acted fraudulently, or in bad faith:
 - (a) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the LEMSA and the County
 - (b) The contract may be terminated
- (2) If the person awarded the contract has acted fraudulently or in bad faith:
 - (a) The contract shall be declared voidable.

Section 10: Signature Sheets

Signature Page

(To be included as first page of proposal)

Proposer: _____

Mailing address: _____

Proposal contact Name: _____

Contact phone number: _____

Contact email address: _____

The undersigned, through the formal submittal of the proposal response, declares that s/he has examined all related proposal documents and read the instruction and conditions, and hereby proposes to supply materials and services detailed in this RFP as specified, in accordance with the proposal documents herein.

The undersigned, by signature below, hereby represents as follows:

- (a) That no supervisor, officer, agency or employee of Mendocino County is personally interested directly or indirectly in the potential contract or the compensation to be paid there under, and that no representation, statement or statements, oral or in writing, of the County, its Board of Supervisors, officers, agents, or employees have induced him to submit the proposal response and the papers made a part hereof by its terms;
- (b) That the Proposer having submitted the proposal attached to this submittal is not submitting a competing proposal to the same RFP in coordination with any other person, firm or corporation.
- (c) That all statements made in the proposal are true.
- (d) That the awarding agency has the right to audit the Proposer's financial and other records.
- (e) That the Proposer has the required business and professional licenses or certifications for the nature of the contract work to be performed and held by the Proposer.

In witness hereto, the undersigned has set his/her hand this ____ day of _____ 2019.

Name of Firm/Corporation

Signature of Proposer

Title

Form A: Affirmation Statement Form

In submitting this proposal/offer, _____ a prospective Contractor, hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP) and in the Terms and Conditions as detailed on the Mendocino County website. Further, prospective Contractor certifies the completeness and accuracy of all information contained in the response to the RFP and supplied to Mendocino County during the proposal process.

Prospective Contractor's proposal constitutes a firm and binding offer by prospective Contractor to perform the services as stated, including the terms of the proposed contract (unless otherwise excepted). Prospective Contractor further affirms that prospective Contractor will meet or exceed proposal specifications.

Date

Proposing Organization

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal
Commission Expiration Date

Form B (1): Investigative Authorization – Individual

The undersigned, being _____ (title) _____ for _____ (entity), which is a prospective Contractor to provide emergency ambulance service to Mendocino County recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by LEMSA or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that LEMSA, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Individual Name

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal
Commission Expiration Date

Form B (2): Investigative Authorization – Entity

The undersigned entity, a prospective Contractor to provide emergency ambulance service for the Mendocino County recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by LEMSA, or its agents. The entity specifically agrees that LEMSA or its agents may conduct an investigation for the purpose into, but not limited to the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership, or key personnel which might reasonably be expected to influence LEMSA's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

This authorization shall expire six (6) months from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

Form B (2), continued

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal
Commission Expiration Date

Form C (1): Request for Verification of Deposit

Please complete the following information. The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required by applicable law. This form is to be transmitted directly to Mendocino County and is not to be transmitted through the applicant or any other party.

Company Name

To be completed by Depository

Deposit Accounts of Applicant(s)						
Type of Account	Account Number	Current Balance	Average Balance for previous two (2) months		Date Opened	

Bank Card Accounts of Applicant(s)				
Type of Bank Card	Account Number	Current Balance	Monthly Average	Expiration Date
		\$	\$	
		\$	\$	

Loans Outstanding to Applicant(s)							
Loan Number	Date of Loan	Original Amount	Current Balance	Installments:		Secured by:	No. of Late Payments
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		

Please include any additional information which may be of assistance in determining credit worthiness.
Please include information on loans paid-in-full in section above.

Form C (2): Request for Verification of Deposit

The undersigned entity, a prospective Contractor to provide emergency ambulance service for the Mendocino County Exclusive Area recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by LEMSA, or its agents. The entity specifically agrees that LEMSA or its agent may conduct an investigation for the purpose of evaluating the financial stability of the entity. This authorization expires six (6) months from signature date.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal
Commission Expiration Date

Form D: Certificate of Non-Collusion

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 2019
Date

Section 11: Attachments

Attachment 1: EMS Definitions

The following terms and abbreviations are utilized throughout the RFP.

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT-1 and one EMT-P.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Average Response Time – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Chronic Referrals – Chronic referrals for mutual response in rural areas of the County are defined as any three (3) consecutive months where five (5) or more requests are referred to an outside agency.

Code-2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with LEMSA policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code-3 Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with LEMSA policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource

dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Demand Analysis – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Medical Dispatch (EMD) – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Emergency Medical Technician-Paramedic (EMT-P) – Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

EMS Authority (EMSA) – The California agency charged with providing leadership in developing and implementing EMS systems throughout California and setting standards for the training and scope of practice of various levels of EMS personnel. The EMS Authority also has responsibility for promoting disaster medical preparedness throughout the state, and, when required, coordinating and supporting the state's medical response to major disasters.

En Route Time (Out of Chute) – The elapsed time from unit alert to unit en route. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

Exclusive Operating Area (EOA) – Exclusive Operating Area as defined in Health and Safety Code section 1797.85.

First Responder – An agency with equipment and staff (e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Full Costs – The total costs including baseline plus marginal costs to achieve a new program.

Health Information Exchange (HIE) – Transmission of healthcare-related data among facilities, health information organizations and government agencies according to national standards.

Intervention Time – The actual time spent by field personnel directly with the patient, including treatment at the scene and transport to the destination.

Local EMS Agency (LEMSA) – Contracted by the Mendocino County Board of Supervisors as the local EMS agency pursuant to California law, including implementation of an EOA within the County. In California, day-to-day EMS system management is the responsibility of the local and regional EMS agencies. It is principally through these agencies that the EMS Authority works to promote quality EMS services statewide.

Marginal Costs – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director – shall mean the Mendocino County EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mobile Intensive Care Nurse (MICN) – A Registered Nurse who is authorized to give medical direction to advanced life support personnel from a base hospital under direction of a base hospital physician.

Mutual Aid – shall refer to: 1) responses into the Mendocino County EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the Mendocino County EOA for the purpose of assisting the ground transport provider in an adjacent service area.

Online Compliance Utility (OCU) – Software that automates the process of administering contract compliance through data mining and interpretation. For example, determining whether an ambulance arrived on time based on defined criteria.

Outlier – Any call where the ambulance arrives at or exceeding the maximum specified response time.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also known as an EMT-P.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Mendocino County shall be one (1) EMT-P and one (1) EMT-1.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post-to-Post Move – Movement of an ambulance from one designated posting (positioning) location to another designated post.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Revenue – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

Standby Service – The dispatch of an emergency ambulance unit(s) by County Dispatch or other PSAP authorized by the County at the specific request of a public safety agency to a position of immediate availability.

Status "0" – Any point during operations where the number of available ambulances available to be dispatched is 0.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Controller (SSC) – Personnel with special SSM training who are responsible for on-line implementation and management of the system status plan.

System-Status-Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Manager – An experienced System Status Controller with advanced SSM training (Level 3) that manages control center operations and oversees the development and continuous refinement of the SSP.

System Status Plan – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is actually en route to the scene.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of transports (not calls) initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Units involved in long-distance transfer work, special event coverage and certain other classes of activity are excluded from these calculations.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Workload – measure of work performed by on-duty units during any given period of time.

Attachment 2: EMS Data

EMS Zones

There are currently nine ambulance service zones in Mendocino County. Figure 1 displays the current ambulance service zones within the County and the current providers for each of those zones (see legend). This specific RFP is for an EOA that includes Zones 1, 2, 3, 5, 8, and 9. Zones excluded for the EOA are Zones 4, 6, and 7.

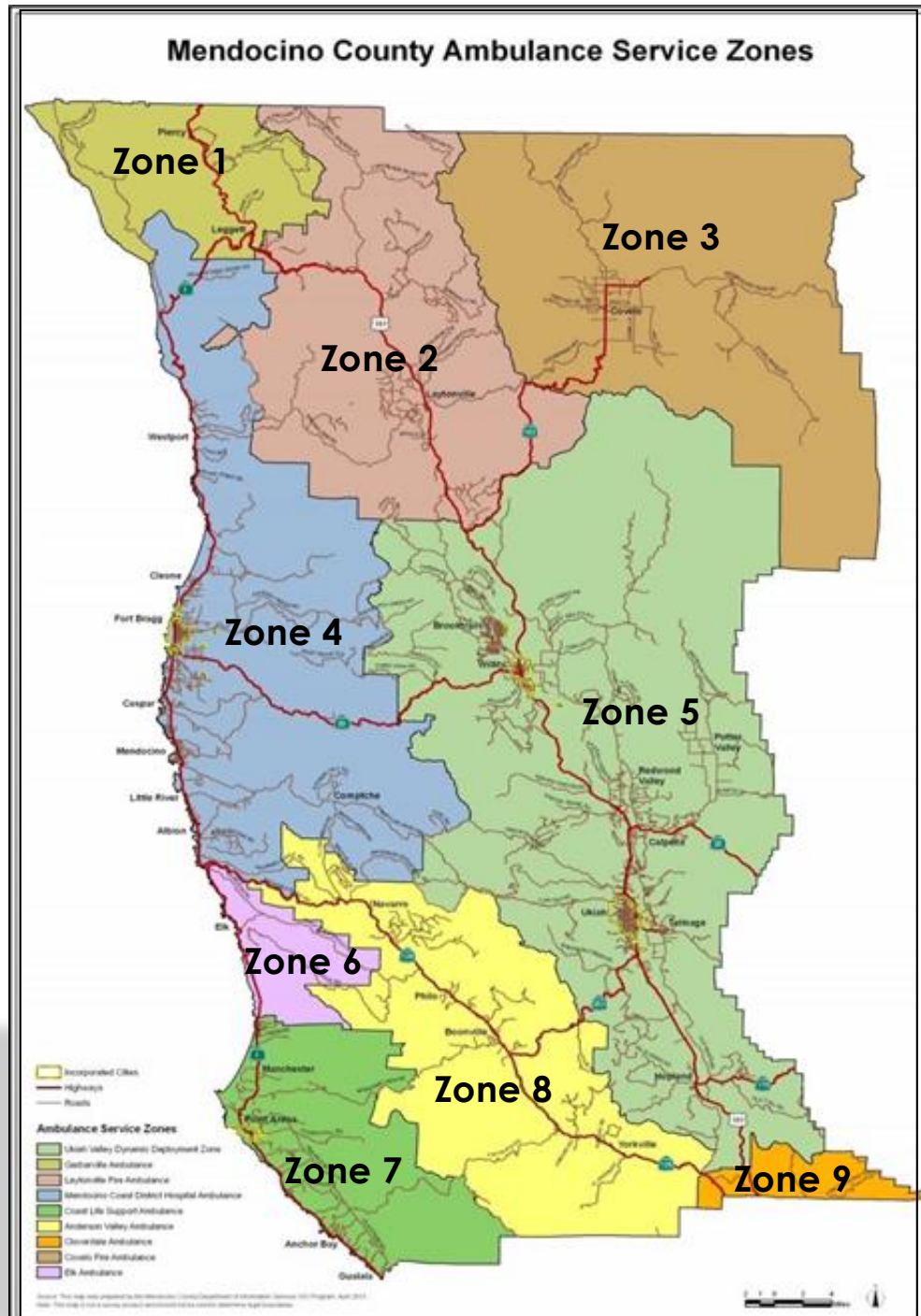


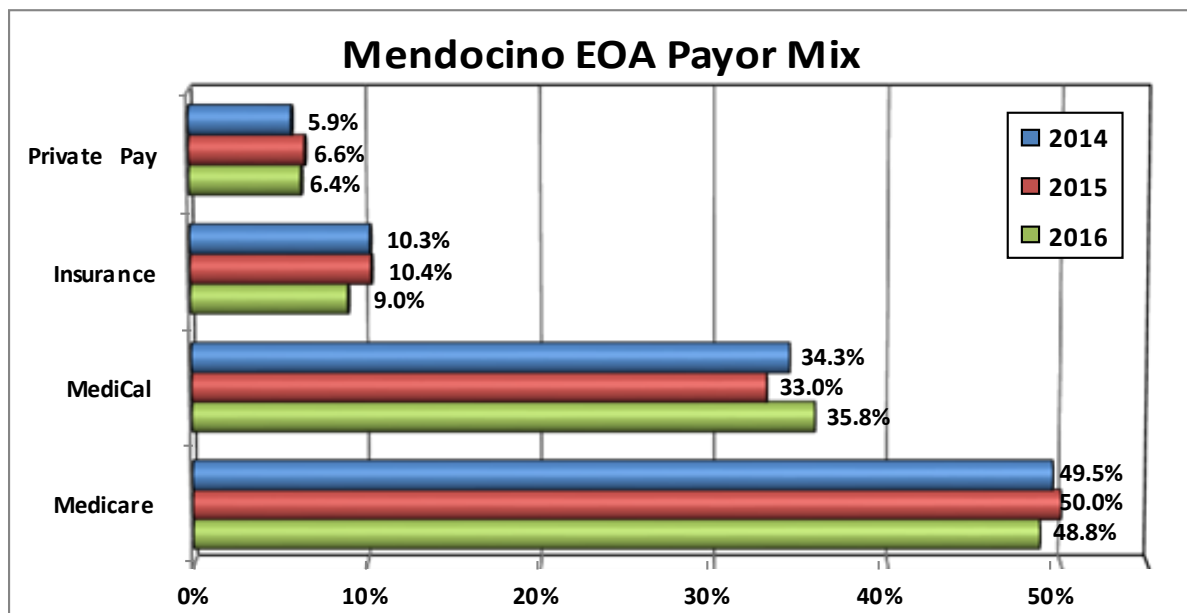
Figure 1

The entities currently provide ambulance transportation within the zones specified, mutual aid as requested within any zone, and whether it is part of the EOA are defined in Figure 2.

Zone	Primary Ambulance Provider	Part of EOA
1	City Ambulance	Yes
2	Laytonville Fire	Yes
3	Covelo Fire	Yes
4	Mendocino Coast Healthcare District	No
5	MedStar/Ukiah Ambulance & Falck/verihealth Ambulance	Yes
6	Elk Fire	No
7	Coast Life Support	No
8	Anderson Valley Ambulance	Yes
9	Cloverdale Ambulance	Yes

Figure 2

Figure 3 reflects the EOA ambulance transport payor mix (e.g., ALS1 E, ALS1 NE, BLS E, BLS NE, ALS2, CCT), as described by the current ambulance providers. It is weighted based on call volume.



Source: Existing transport providers, weighted for call volume

Figure 3

Data obtained from the California Office of Statewide Health Planning and Development (OSHPD) shows EMS visits and admissions to hospitals in the County (Figure 4).

EMS Hospital Visits and Admission Rate - 2016						
Facility	EMS visits		Admissions		AdmissionRate	
	2015	2016	2015	2016	2015	2016
Frank R Howard Memorial Hospital	9,034	12,876	536	794	5.9%	6.2%
Mendocino Coast District Hospital	10,466	10,178	675	448	6.4%	4.4%
Ukiah Valley Medical Center	28,778	29,388	2,246	2,146	7.8%	7.3%
Total	48,278	52,442	3,457	3,388	7.2%	6.5%

Source: OSHPD Annual Utilization Data, 2016, final

Figure 4

Figure 5 provides EMS response data as reported by the County contracted and Ukiah Fire (for 1/2010-2/2013) dispatch centers. It contains both 911 and interfacility responses.

Mendocino County EMS Responses								
Agency	Zone	2010	2011	2012	2013	2014	2015	2016
Anderson Valley Amb	8	179	150	129	160	157	192	201
City Amb	1	Not tracked						
Cloverdale Amb	9	13	17	14	16	14	10	10
Covelo Fire	3	326	290	313	336	307	425	45
Laytonville Fire	2	264	254	282	258	288	279	321
Medstar/Ukiah Amb	5	2,838	2,701	2,566	2,753	2,635	3,370	3,381
Ukiah Fire	5	1,451	1,389	1,310	230	-	368	420
Verihealth	5	-	-	208	1,848	2,286	4,330	4,817
Total		5,071	4,801	4,822	5,601	5,687	8,974	9,195

Sources: CAL FIRE Howard Forest Emergency Communications Center, Ukiah Police/Fire Dispatch Center, Cloverdale Ambulance

Figure 5

Currently, some EMS transport agencies are transferring patients to another transport agency in order to return to service faster. Figure 6 shows the provider-reported data of these occurrences.

911 Intercepts by Provider									
Agency	2009 ¹	2010	2011	2012	2013	2014	2015	2016	2017
Anderson Valley Amb	25	36	34	44	52	56	55	84	67
City Amb	Unknown								
Cloverdale Amb	Unknown								
Covelo Fire ²	10	20	-	19	53	81	Not reported	Not reported	Not reported
Laytonville Fire ³	9	6	-	-	-	-	Not reported	Not reported	Not reported
MedStar/Ukiah Amb ⁴	-	5	12	-	21	13	4	8	5
VeriHealth	-	-	-	5	16	60	108	66	92
Total	44	67	46	68	142	210	167	158	164

Source: Coastal Valleys EMS Agency, provider-shared data, data through Feb-2017

Notes: ¹Jul through Dec-09 data, ²Missing data for Jul-10 thru Dec-11, ³No data since Jun-10, ⁴Missing data for Sep & Dec-10

Figure 6

Listed in Figure 7 are the transport data for the current air ambulance providers. This data includes all transports within Mendocino County, not just those within the EOA.

Air Ambulance Volume by Provider									
Agency	2009	2010	2011	2012	2013	2014	2015	2016	2017YTD
CalSTAR	227	240	214	219	290	267	199	127	25
REACH	100	119	82	98	unknown	123	58	-	-

Source: Coastal Valleys EMS Agency, provider-shared data, through Apr-2017

Notes: Volume estimated using annual rate for months with unreported data: includes all of Mendocino County, not just EOA

Figure 7

Existing providers are self-reporting transport information to the County. 911 transports are shown in Figure 8.

911 Transports by Provider									
	2009 ¹	2010	2011	2012	2013	2014	2015	2016	2017
Anderson Valley	41	83	63	44	55	45	58	45	53
City Ambulance	Not tracked, estimated 7-10/year								
Cloverdale	Not tracked, estimated 10-15/year								
Covelo ²	57	31	-	57	52	48	Not reported	Not reported	Not reported
Laytonville ³	89	81	Not reported	Not reported	Not reported	Not reported	Not reported	Not reported	Not reported
UAS-Ukiah ⁴	365	1,064	1,243	1,167	1,482	1,961	1,742	1,560	1,523
UAS-Willits ⁵	631	607	640	666	481	N/A	N/A	N/A	N/A
Ukiah Fire ⁶	618	1,220	1,189	1,133	Not reported	Not reported	Not reported	Not reported	Not reported
VeriHealth	-	-	-	120	1,350	1,641	2,202	2,069	2,384
Total	1,801	3,086	3,135	3,187	3,420	3,695	4,002	3,674	3,960

Source: Provider self-reported data to Mendocino County

Figure 8

The population density measures are displayed in Figure 9. This density information defines the respective ambulance response time standard compliance zones within the EOA.

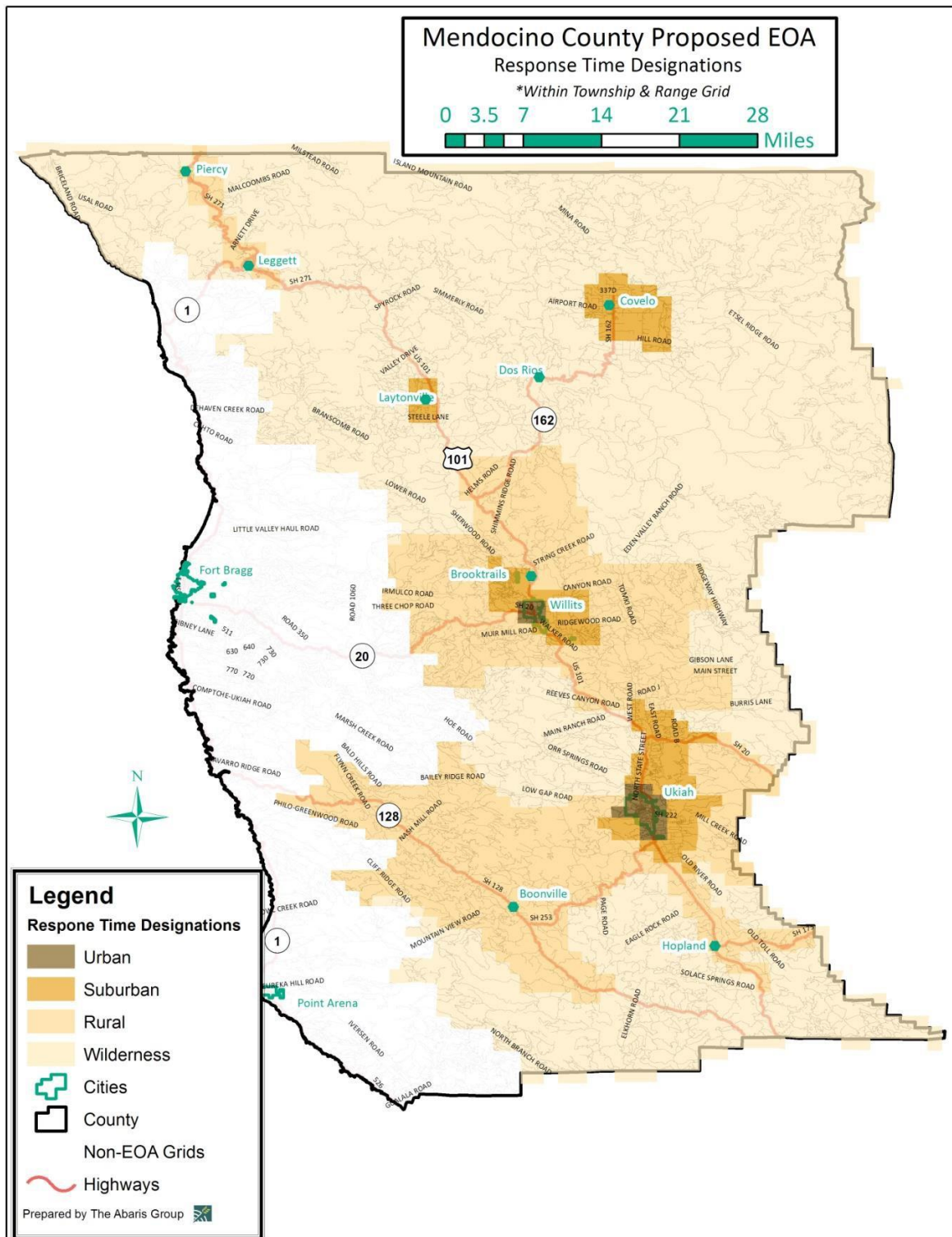


Figure 9

The compliance zones will be evaluated based on the following timetable (Figure 10). The frequency may be reasonably adjusted by LEMSA and the County as necessary to ensure adequate performance.

Compliance Zones, Description, & Timetable			
Existing Zone	Compliance Zone	Primary Service Area	Compliance Frequency
1, 2, 3	North	Piercy, Leggett, Laytonville, Covelo	Annual
5, 8, 9	South	Ukiah, Willits, Anderson Valley, Hopland	Semi-Annual
-	IFT	Interfacility	Annual

Figure 10

Attachment 3: Key Contacts

Name	Agency	Title	Office	Email
RFP Contact				
Janelle Rau	Mendocino County	Chief Executive Office	707-463-4441	rauja@mendocinocounty.org
Communications				
Brandon Gunn	Howard Forest ECC	Battalion Chief	707-459-7409	brandon.gunn@fire.ca.gov
First Responders				
Andres Avila	Anderson Valley Fire	Fire Chief	707-895-2020	firechief.avcsd@gmail.com
Daryl Schoepner	Brooktrails Fire	Fire Chief	707-459-4441	firedept@btcsd.org
George Gonzalez	CAL FIRE	A. Chief, Operations	707-459-7418	george.gonzalez@fire.ca.gov
Mitch Franklin	Hopland Volunteer Fire	Fire Chief	707-391-4699	chief6400@att.net
Ely Reighter	Leggett Valley Fire	Fire Chief	707-925-6334	leggettfire@gmail.com
Chris Wilkes	Little Lake Fire	Fire Chief	707-459-6271	Hopchiefs6100@gmail.com
Patrick Landergen	Piercy Fire	Fire Chief	707-247-3449	piercy5600@yahoo.com
Don Dale	Redwood Valley-Capella	Fire Chief	707-485-8121	rvcfd@comcast.net
Dan Grebil	Ukiah Fire	Fire Chief	707-343-8897	dgrebil@cityofukiah.com
Current Ground Transport Providers				
Allan Green	Anderson Valley Ambulance	Manager	707-895-2002	
Jaison Chand	City Ambulance	Manager	707-445-4907	jchand@cityambulance.com
Tom Hinrichs	Cloverdale Ambulance	Owner	707-894-5862	clvdambulance@gmail.com
Doreen Freeman	Covelo Fire & Ambulance	Fire Chief	707-983-6719	covelofire@pacific.net
Bill Sugiyama	Falck/verihealth	Chief Operations Officer	707-766-2400	Bill.Sugiyama@falck.com
Sue Carberry	Laytonville Fire	Fire Chief	707-984-6055	scarberry2@gmail.com
Leonard Winter	Medstar Ambulance	Owner	707-462-3808	winter@medstarmendocino.org
Current Air Transport Provider				
Eric Freed	REACH Air Medical Holdings	Vice President of Program Operations	707-799-7174	Eric_Freed@REACHair.com
Health Centers				
Michelle Ambrois, RN	Anderson Valley Health Center	Clinical Manager	707-895-3477 x131	mambrois@avhc.org
Rose Abono	Round Valley Indian Health Center	Clinical Manager	707-983-6181 x138	rose.abono@rvihc.com
Laura Curtis	Long Valley Health Center	Human Resources Coordinator	707-984-6131 x146	lcurtis@longvalley.org

Attachment 4: Overview of Mendocino County

Geographic Profile

Mendocino County lies on the northern coast of California. The County's extensive coastline and nearby sources of water (i.e., the Pacific Ocean, the Russian and Eel Rivers, among others, and Lake Mendocino), Redwood forests, and wine production support the County's economy (see Figure 11). According to the US Census Bureau, Mendocino County is predominantly rural and consists of 3,506 square miles. The map to the right shows the location of Mendocino County within California.



Figure 11

The automobile is the predominant form of transportation in Mendocino County. The two major traffic arteries that bisect the county in a north-south direction are State Highway 1 (in the western part of the county) and U.S. Route 101 (in the central part of the county). State Highway 128 runs in an east-west direction from I-1 to the southeast county line, through Sonoma County and wine country, and eventually to California's Central Valley. During the prime travel and harvest seasons of spring, summer and early fall, Mendocino County's population can grow, as travelers pass through the county. Weather conditions and rainfall are generally moderate. The temperature rarely falls below freezing and only occasionally rises above 100 degrees. Rainfall averages about 37 inches per year.

Demographic Profile

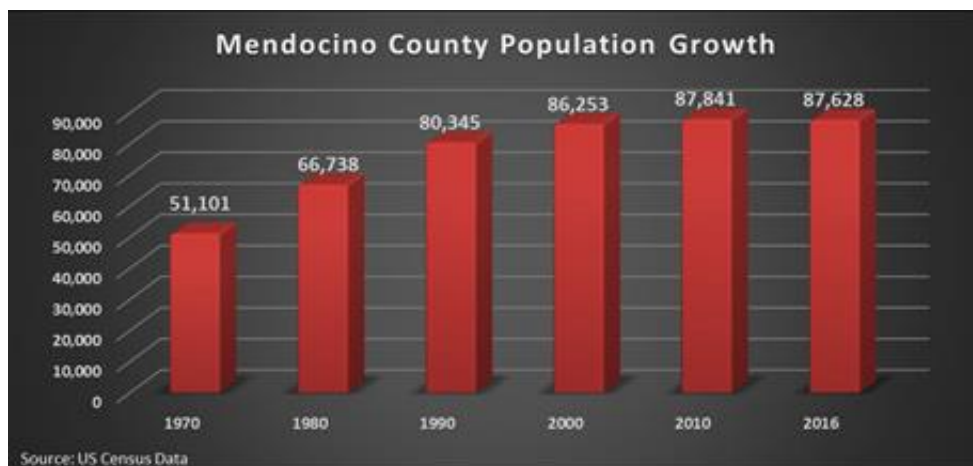


Figure 12

The 2016 population estimates from the US Census Bureau shows Mendocino County's population at 87,628 residents. Figure 12 shows the population for Mendocino County over the last 40 years. Average annual growth in the County since 1970 is 1.8 percent. While population growth was high

between 1970 and 1990, growth has since slowed in the last decade, with population remaining virtually the same since 2000.

Figure 13 shows population projections for the next ten years in Mendocino County, California, and the United States. Population is projected to increase by 4,000 residents by 2025, a growth rate of 0.4 percent per year.

Population Projections (thousands)					
Region	2015	2020	2025	2015-2025 Change	Average Annual Change
Mendocino County	89	91	93	4.4%	0.4%
California	38,801	40,644	42,452	9.4%	0.9%
United States	321,369	321,363	333,896	3.9%	0.4%

Source: US Census Bureau Population Projections, 2014, CA Department of Finance, 2013

Figure 13

Figure 14 displays Mendocino County's 2016 demographic profile as compared to California and the United States, and was obtained from the US Census Bureau.

US Census Bureau Demographic Profile, 2016						
Data	Mendocino County	Percent of Total	California	Percent of Total	US	Percent of Total
Total Population	87,628	100.0%	39,250,017	100.0%	323,127,513	100.00%
Male	43,551	49.7%	19,507,258	49.7%	158,978,736	49.2%
Female	44,077	50.3%	19,742,759	50.3%	164,148,777	50.8%
Under 5 years	5,258	6.0%	2,472,751	6.3%	20,033,906	6.2%
5-19 years	19,015	21.7%	9,106,004	23.2%	73,673,073	22.8%
20-64 years	45,304	51.7%	22,333,260	56.9%	180,305,152	55.8%
65 & over	18,051	20.6%	5,338,002	13.6%	49,115,382	15.2%
White (non-Hispanic) ¹	57,396	65.5%	14,797,256	37.7%	198,077,165	61.3%
Hispanic/Latino (of any race) ²	21,907	25.0%	15,268,257	38.9%	57,516,697	17.8%
Asian (non-Hispanic) ¹	1,840	2.1%	5,809,003	14.8%	18,418,268	5.7%
Black/African American (non-Hispanic) ¹	876	1.0%	2,551,251	6.5%	42,975,959	13.3%
Hawaiian/Pacific Islander (non-Hispanic) ¹	175	0.2%	196,250	0.5%	646,255	0.2%
American Indian/Alaskan Native (non-Hispanic) ¹	5,521	6.3%	667,250	1.7%	4,200,658	1.3%
Two or more races	3,505	4.0%	1,491,501	3.8%	8,401,315	2.6%

1. Includes persons reporting only one race.

2. Hispanics may be of any race, so also are included in applicable race categories.

Source: US Census Bureau 2016 Estimates

Figure 14

The map below shows Mendocino County's population density (Figure 15). As shown, Mendocino is a very rural county with few densely populated areas. Ukiah and Willits (located off of US Highway 101) are the most highly populated cities in the EOA.

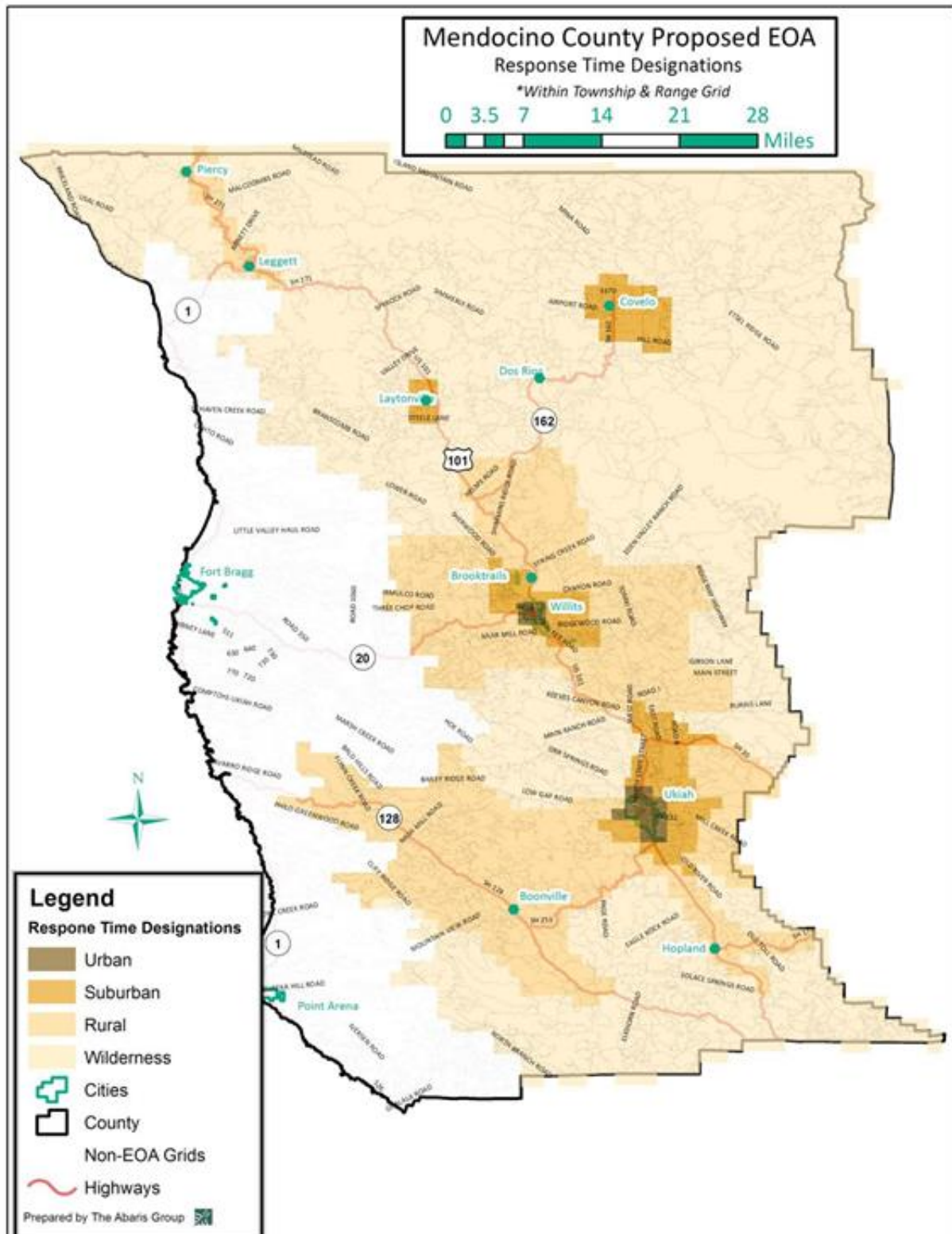


Figure 15

Attachment 5: Draft Contract

COUNTY OF MENDOCINO CONTRACT FOR EMERGENCY GROUND AMBULANCE SERVICES IN THE EXCLUSIVE OPERATING AREA

This Contract, dated as of _____, 2020, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY is authorized by law to develop an Emergency Medical Services (EMS) system, and has designated its Local Emergency Medical Services Agency (LEMSA) pursuant to the EMS and Prehospital Care Personnel Act (Health and Safety Code sections 1797 et seq., hereinafter referred to as the "EMS Act"); and

WHEREAS, COUNTY desires to obtain CONTRACTOR for Emergency Ground Ambulance Services in the Exclusive Operating Area (EOA), hereinafter referred to as "Services," as described within the Request for Proposal RFP# 56-17 dated February 2019 and has engaged in a competitive process pursuant to the EMS Act, and,

WHEREAS, the CONTRACTOR submitted a proposal ("Proposal") and has been selected by the COUNTY to provide Services and CONTRACTOR represents that it is highly qualified to provide said Services according to the terms and conditions herein stated; and

WHEREAS, in the judgment of the COUNTY, it is necessary and desirable to retain the Services of CONTRACTOR for the performance of this Contract; and

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

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

EXHIBIT A	EOA MAP AND RESPONSE ZONE CLASSIFICATIONS
EXHIBIT B	CONTRACTOR RATE SCHEDULE
EXHIBIT C	COUNTY REQUEST FOR PROPOSAL
EXHIBIT D	CONTRACTOR PROPOSAL SUBMITTED IN RESPONSE TO RFP
EXHIBIT E	INSURANCE REQUIREMENTS
EXHIBIT F	LIST SERVICE SUBCONTRACTORS
EXHIBIT G	CONTRACTOR CLINICAL PERFORMANCE OVERSIGHT PLAN

The term of this Contract shall be from March 1, 2020 through February 28, 2025.

SIGNATURE

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

Date: _____

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: _____

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

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

DEFINITIONS

For the purpose of this Contract the following terms shall have the meaning given herein.

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

ALS Unit – An ambulance especially equipped to provide Advanced Life Support services, staffed by at least one EMT-1 and one EMT-P.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Average Response Time – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

Basic Life Support (BLS) – As defined in Health and Safety Code section 1797.60.

BLS Unit – As defined in Health and Safety Code section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Chronic Referrals – Chronic referrals for mutual response in rural areas of the COUNTY are defined as any three (3) consecutive months where five (5) or more requests are referred to an outside agency.

Code-2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with LEMSA policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code-3 Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with LEMSA policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Demand Analysis – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Medical Dispatch (EMD) – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Emergency Medical Technician-Paramedic (EMT-P) – Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

EMS Agency – The agency, established by the County, which monitors the medical control and standards of the County EMS system.

En route Time (Out of Chute) – The elapsed time from unit alert to unit en route. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

Exclusive Operating Area (EOA) – Exclusive Operating Area as defined in Health and Safety Code section 1797.85.

First Responder – An agency with equipment and staff (e.g. fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Full Costs – The total costs including baseline plus marginal costs to achieve a new program.

Health Information Exchange (HIE) – Transmission of healthcare-related data among facilities, health information organizations and government agencies according to national standards.

Intervention Time – The actual time spent by field personnel directly with the patient, including treatment at the scene and transport to the destination.

Local EMS Agency (LEMSA) – The agency, established by the COUNTY, which monitors the medical control and standards of the COUNTY EMS system.

Marginal Costs – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director – shall mean the COUNTY LEMSAs Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mobile Intensive Care Nurse (MICN) – A Registered Nurse who is authorized to give medical direction to advanced life support personnel from a base hospital under direction of a base hospital physician.

Mutual Aid – shall refer to: 1) responses into the COUNTY EOA from a ground transport provider outside the EOA for the purpose of assisting the CONTRACTOR with emergency and/or non-emergency requests for service; 2) responses by the CONTRACTOR to service areas outside the COUNTY EOA for the purpose of assisting the ground transport provider in an adjacent service area.

Online Compliance Utility (OCU) – Software that automates the process of administering contract compliance through data mining and interpretation. For example, determining whether an ambulance arrived on time based on defined criteria.

Outlier – Any call where the ambulance arrives at or exceeding the maximum specified response time.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also known as an EMT-P.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in COUNTY shall be one (1) EMT-P and one (1) EMT-1.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post-to-Post Move – Movement of an ambulance from one designated posting (positioning) location to another designated post.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Response Time – The actual elapsed time between receipt by the CONTRACTOR of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Revenue – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

Standby Service – The dispatch of an emergency ambulance unit(s) by COUNTY Dispatch or other PSAP authorized by the COUNTY at the specific request of a public safety agency to a position of immediate availability.

Status "0" – Any point during operations where the number of available ambulances available to be dispatched is 0.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Controller (SSC) – Personnel with special SSM training who are responsible for on-line implementation and management of the system status plan.

System-Status-Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Manager – An experienced System Status Controller with advanced SSM training (Level 3) that manages control center operations and oversees the development and continuous refinement of the SSP.

System Status Plan – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is actually en route to the scene.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Workload – measure of work performed by on-duty units during any given period of time.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:**

No relationship of employer and employee is created by this Contract; 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 Contract 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 Contract, 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 and LEMSA, 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**

a) **GENERAL PROVISION**

At all times during the term of this Contract, and throughout any extension periods, CONTRACTOR shall maintain in force current insurance coverage and bonds as specified

in Exhibit E. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the COUNTY. With respect to performance of work under this Contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit E.

b) DOCUMENTATION

The following documentation shall be submitted to the COUNTY Executive Office:

1. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Contract. CONTRACTOR agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the COUNTY for the Contract duration.
2. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Contract. CONTRACTOR agrees to maintain current endorsements evidencing the above-specified requirements on file with the COUNTY for the duration of this Contract.
3. Upon COUNTY's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of COUNTY's request.
4. After the Contract has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

c) POLICY OBLIGATIONS

CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

d) MATERIAL BREACH

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, the same shall be deemed a Material Breach of this Contract. COUNTY, in its sole option, may terminate this Contract and obtain damages from CONTRACTOR resulting from said breach. These remedies shall be in addition to any other remedies available to the COUNTY.

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 Contract.

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

5. CONFORMITY WITH LAW AND SAFETY

- a. In performing services under this Contract, 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. To the furthest extent permitted by law, CONTRACTOR shall assume the defense of, indemnify and hold harmless COUNTY and LEMSA, their officers, agents, and employees, from and against 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 Contract, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office. 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 Contract. 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. TAXES

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

7. 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 Contract, 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 Exhibits C and D of this Contract have been fully performed.

The COUNTY's rights under this Paragraph 7 shall not extend to any computer software used to create such Documents and Materials.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The CONTRACTOR further covenants that no person having any such interest is presently employed or shall be employed in the future.

9. NOTICES

All notices, requests, demands, or other communications under this Contract 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 (e.g., 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
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Janelle Rau

To CONTRACTOR: [Name of CONTRACTOR]
[Number and Street]
[City, State, Zip Code]
ATTN:

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

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

10. **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 Contract.
11. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS**
CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
- a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Contract, 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 Contract, 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 Contract 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.
12. **DRUG-FREE WORKPLACE**
CONTRACTOR must certify that it will provide a drug free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.
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 Contract.
13. **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).
14. **COMPLIANCE WITH LICENSING REQUIREMENTS**
CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

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

15. AUDITS; ACCESS TO RECORDS

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 required by this Contract, 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 made 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 Contract. 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. 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 five (5) year period following termination of this Contract 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 five (5) years after the CONTRACTOR makes the final or last payment or within five (5) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Contract are closed, whichever is later.

16. DOCUMENTS AND MATERIALS

CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Contract, all Documents and Materials, as defined in Paragraph 7 of this Contract. CONTRACTOR's obligations under the preceding sentence shall continue for five (5) years following termination or expiration of this Contract 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 five (5) years following the CONTRACTOR's last payment to COUNTY under this Contract.

17. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Contract 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 Contract.

18. TERM OF CONTRACT AND EXTENSION PROVISIONS

INITIAL TERM

The initial term of this Contract shall begin on Implementation Date and shall terminate five (5) years later, unless extended as provided for herein.

EXTENSION OF CONTRACT

This Contract may be extended by the COUNTY and LEMSA, within their sole discretion, for two (2) extension periods of two and a half (2.5) years each, for a maximum of ten (10) years based on superior performance. Any decision regarding possible renewal of this Contract or any extension thereof shall be made at least 18 months prior to the scheduled termination date so

that if no extension is approved, a new RFP process may be conducted on a schedule that will identify the new contractor and allow reasonable time for CONTRACTOR and incoming contractor to plan and execute an orderly transition (transition period).

19. TERMINATION:

COUNTY and LEMSA have and reserve the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR with or without cause at any time upon giving the CONTRACTOR notice. Such notice shall be in writing and may be issued by the LEMSA, the County Chief Executive Officer, or any other person designated by the Mendocino County Board of Supervisors.

20. END TERM PROVISIONS:

a. GENERAL

In the event CONTRACTOR is not awarded the contract by COUNTY and LEMSA's next RFP process, CONTRACTOR shall continue to provide services during the transition period, and shall assist COUNTY, LEMSA and the new contractor in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both CONTRACTOR and LEMSA during the period of transition from one contractor to another.

b. END TERM EQUIPMENT REPLACEMENT

LEMSA recognizes that CONTRACTOR's equipment replacement schedules cannot be made to coincide with LEMSA's procurement cycles. CONTRACTOR may find it difficult to arrange replacement of equipment toward the end of the Contract term, unless special arrangements are made through the LEMSA. To that end, CONTRACTOR may request a waiver during the final extension, providing CONTRACTOR can demonstrate a negative fiscal impact and that such waiver shall not compromise CONTRACTOR's other performance requirements set forth herein and shall not jeopardize public health and safety.

c. TRANSFER OF NAME AND GOODWILL

Upon termination of this Contract, and if CONTRACTOR is not the winner of COUNTY and LEMSA's next RFP process, COUNTY and LEMSA may require CONTRACTOR to cease doing business using the COUNTY approved vehicle logo and markings. CONTRACTOR shall convey to LEMSA and/or its new contractor, all rights to business for Emergency Ground Ambulance Services pursuant to the exclusive operating provisions of this Contract that have been developed by CONTRACTOR during the term of this Contract. This shall include, but not be limited to, any trademark, copyright, or other exclusive rights which CONTRACTOR has acquired in COUNTY approved vehicle logo and markings.

d. PERIODIC RFP PROCESS

By entering into this Contract, including the competitive award of certain market rights, CONTRACTOR acknowledges and accepts periodic RFP process, as structured under this or subsequent contracting procurement processes, as a safe, fair and economically effective method of awarding and periodically reallocating business and market rights in the Emergency Ground Ambulance Service industry.

21. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS:

a. MAJOR BREACH DEFINITIONS

Conditions and circumstances which shall constitute a Major Breach of this Contract by CONTRACTOR shall include the following:

1. Failure of CONTRACTOR to operate services in a manner which enables the LEMSA and CONTRACTOR to remain in substantial compliance with the

requirements of the applicable federal, state, and local laws, rules, and regulations. Minor infractions of such requirements, as determined in the sole discretion of the LEMSA, shall not constitute a Major Breach of this Contract.

2. Failure to comply with Response Time requirements within any response zone or combination of zones for three (3) consecutive periods, or four (4) periods over two (2) calendar years, shall be considered a Major Breach of this Contract. Failure to comply with Response Time requirements within any response zone or combination of zones for two (2) consecutive periods, or three (3) periods over two (2) calendar years, shall be considered a Minor Breach of this Contract.
3. Failure to maintain in force throughout the term of this Contract, including any extensions thereof, the insurance coverages required herein.
4. Failure to provide a replacement performance security in a form acceptable to the LEMSA, as required by this Contract, which failure shall be deemed to be a Major Breach endangering the public's health and safety.
5. Multiple or un-remediated failures to correct any Minor Breach within a reasonable period of time after written notice from the LEMSA.
6. Any act or omission of CONTRACTOR which, in the reasonable opinion of the LEMSA Director, poses a serious risk and threat to public health and safety.

b. **NOTICE TO CONTRACTOR**

If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the LEMSA Director shall notify CONTRACTOR in writing of such existence or occurrence. CONTRACTOR shall have a period of time, which shall be reasonable under the circumstances as determined by LEMSA, in its sole discretion, but no less than thirty (30) days, to take appropriate remedial action to correct the deficiencies. CONTRACTOR and LEMSA staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to other remedies available herein.

c. **MAJOR BREACH**

If an allegation of Major Breach has not been resolved under the above provisions, LEMSA Director shall notify CONTRACTOR and the Board of Supervisors in writing for the Board of Supervisors to conduct a meeting as set forth pursuant to below.

d. **MINOR BREACH**

If LEMSA finds that only a Minor Breach has occurred, or that a Major Breach has occurred, but the public health and safety would not be endangered by allowing CONTRACTOR to continue its operations, then LEMSA may require other actions, short of referring the Major Breach to the Board of Supervisors, as it deems appropriate under the circumstances.

e. **BOARD OF SUPERVISORS REVIEW**

1. After CONTRACTOR is given reasonable notice, the COUNTY Board of Supervisors shall hold a public meeting upon the LEMSA Director's recommendations. The Board shall receive and consider any additional information and evidence on the matter which CONTRACTOR or others may wish to present, and determine whether a Major Breach of this Contract has occurred and whether said breach is such that the public health and safety would be endangered by allowing CONTRACTOR to continue its operations under this Contract. If the Board of Supervisors finds that a Major Breach has occurred, it shall declare this Contract terminated and commence action to affect an immediate takeover by LEMSA of CONTRACTOR's operations.

2. If the Board of Supervisors finds that only a Minor Breach has occurred, or that a Major Breach has occurred but that the public health and safety would not be endangered by allowing CONTRACTOR to continue its operations, the Board of Supervisors may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.
- f. **EXPEDITED HEARING PROCESS**
If in the judgment of the LEMSA Director, it appears a condition or circumstance of Major Breach exists and has not been cured, the LEMSA Director, after giving notice to CONTRACTOR, may take the matter directly and immediately to the Board of Supervisors for its determination under the above provisions.
- g. **NOTICE OF TERMINATION AND/OR TAKEOVER**
Pursuant to the above provisions, the Board of Supervisors shall have the right to terminate and takeover services provided under this Contract or to pursue any appropriate legal remedy in the event of a Major Breach. In such instance, the LEMSA shall provide written notice to CONTRACTOR specifying the date and time of intended termination and takeover.
- h. **DECLARATION OF PUBLIC HEALTH OFFICER AND LEMSA MEDICAL DIRECTOR**
The parties understand and agree that the COUNTY Public Health Officer and LEMSA Medical Director may determine that the facts constituting a Major Breach pose a risk and immediate threat to the general public health and safety. In the event that the Public Health Officer and LEMSA Medical Director declare that the facts constituting a Major Breach pose a risk or threat to the general public health and safety, the Public Health Officer and LEMSA Medical Director shall have the right to terminate immediately, cancel or takeover services provided under this Contract or to pursue any appropriate legal remedy in the event of a Major Breach. In such instance, the Public Health Officer and LEMSA Medical Director shall provide reasonable written notice, as determined in the sole discretion of the Public Health Officer and LEMSA Medical Director, to the CONTRACTOR specifying the date and time of intended termination or takeover.
- i. **EMERGENCY TAKE OVER**
If the Board of Supervisors finds that a Major Breach has occurred and that the public health and safety would be endangered by allowing CONTRACTOR to continue its operations, CONTRACTOR shall cooperate fully with the COUNTY AND LEMSA to affect an immediate takeover by the LEMSA of CONTRACTOR's equipment and vehicles. Such takeover may be affected as set forth in the above provisions.
- j. **EQUIPMENT AND VEHICLES**
All of CONTRACTOR's equipment, vehicles, and related property, including, but not limited to, medical equipment and supplies and facilities necessary for the performance of Services shall be deemed assigned to the COUNTY during the takeover period. CONTRACTOR shall promptly deliver to the COUNTY all equipment, including, but not limited to, ambulances, quick response vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff, maintenance facilities and communications equipment used in providing Emergency Ground Ambulance Services under this Contract. CONTRACTOR's assignment to COUNTY shall include the number of vehicles used by CONTRACTOR's SSP for the peak hour of the day, peak day of the week, for Emergency Ground Ambulance Services under the terms of this Contract. Each vehicle shall be equipped at a level in accordance with its utilization in CONTRACTOR's System Status Plan and in accordance with LEMSA policies, including all supplies necessary for minimum stocking levels of such vehicles.

k. PAYMENT BY COUNTY

CONTRACTOR shall be required to deliver the above delineated vehicles and equipment to COUNTY in mitigation of any damages resulting from CONTRACTOR's breach. COUNTY shall pay monthly rent to CONTRACTOR equal to the aggregate monthly amount of CONTRACTOR's debt service and/or lease payments on all facilities, equipment or vehicles used in the performance of this Contract that are financed to a purchase or lease schedule as documented by CONTRACTOR, at the Director of LEMSA's request and verified by COUNTY's Auditor. Payments for COUNTY use of vehicles, equipment or facilities that are wholly owned by CONTRACTOR at the time of takeover shall be based on the fair market value, taking into account the age and condition of the items and presenting a payment schedule that is based on an interest free amortization schedule for the then current anticipated useful life of the equipment which in no event shall be longer than the life remaining on CONTRACTOR's depreciation schedule determined in accordance with GAAP. COUNTY's Auditor shall arrange for an independent third party to determine the fair market value of such items and the payment schedule that will prevail during the term of the takeover. COUNTY's Auditor shall disburse any payments that are made to either CONTRACTOR or CONTRACTOR's obligee during the takeover period. Such payments shall be made within forty-five (45) days of takeover and every 45 days thereafter. LEMSA shall also be entitled to utilize, at CONTRACTOR's cost, all other services and supplies of CONTRACTOR or available to CONTRACTOR not previously addressed including billing services, maintenance, administrative consulting and management services. CONTRACTOR shall assign all applicable service, supply or other Contracts to COUNTY or, if such Contracts require consent for assignment, shall use its best efforts to obtain such consent.

l. TAKEOVER COOPERATION

1. Consistent with the above provisions, CONTRACTOR shall cooperate completely and immediately with the COUNTY and LEMSA to effect an immediate takeover by COUNTY and LEMSA of CONTRACTOR's operations. Such takeover shall be effective immediately or such other period as the LEMSA may determine, after such finding of Major Breach as determined by the Board of Supervisors or the Public Health Officer as set forth in this Section. The COUNTY and LEMSA shall attempt to keep whole the existing staff and operations until such time as either a new RFP can be issued and a new contractor secured or another alternative method of ensuring the continuation of services can be affected. CONTRACTOR shall not be prohibited from disputing any such finding of Major Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by COUNTY and LEMSA.
2. Any Subcontractor contracts shall remain in effect during any Emergency Takeover process. As such, all Subcontractor contracts should permit such continuation of Services during any dispute, termination, or other interruption in CONTRACTOR's Services.
3. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of the public health and safety, and any legal dispute concerning the finding that a Major Breach has occurred shall be initiated and shall take place only after the Emergency Takeover has been completed, and shall not, under any circumstances, delay the process of the Emergency Takeover of COUNTY access to performance security funds or to CONTRACTOR's equipment.

4. CONTRACTOR's cooperation with and full support of such termination of this Contract and Emergency Takeover, as well as CONTRACTOR's immediate release of performance security funds to COUNTY, shall not be construed as acceptance by CONTRACTOR of the finding of Major Breach, and shall not in any way jeopardize CONTRACTOR's right to recovery should a court later find that declaration of Major Breach was made in error. However, failure on the part of CONTRACTOR to cooperate fully with COUNTY and LEMSA to effect a safe and smooth takeover of operations shall itself constitute a Major Breach of this Contract, even if it was later determined that the original declaration of Major Breach by the Provider Compliance Committee was made in error.

The Board of Supervisors shall be the final authority for the COUNTY. If the Board of Supervisors declares the CONTRACTOR to be in Major Breach of this Contract on grounds other than performance deficiencies deemed to be dangerous to the public health and safety, CONTRACTOR may dispute the Board of Supervisor's claim of Major Breach without allowing takeover of operation by the COUNTY and LEMSA prior to legal resolution of the dispute. This Section shall not apply if the Public Health Officer determines there is an immediate risk to the public health and safety pursuant to above.

22. CHOICE OF LAW
This Contract, and any dispute arising from the relationship between the parties to this Contract, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
23. VENUE
All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
24. WAIVER
No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ADVERTISING OR PUBLICITY
CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
26. ENTIRE CONTRACT: This Contract, including all attachments, exhibits, and any other documents specifically incorporated into this Contract, shall constitute the entire Contract between COUNTY and CONTRACTOR relating to the subject matter of this Contract. As used herein, Contract refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Contract 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 Contract may not be modified except by a written document signed by both parties. The RFP and Proposal are attached hereto as Exhibits C and D, respectively.

27. **HEADINGS**
Herein are for convenience of reference only and shall in no way affect interpretation of this Contract.
28. **MODIFICATION OF CONTRACT**
This Contract may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Contract shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE**
If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Contract or that CONTRACTOR may fail to complete the Services as required by this Contract, 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 Contract.
30. **SUBCONTRACTING/ASSIGNMENT**
CONTRACTOR shall not subcontract, assign or delegate any portion of this Contract or any duties or obligations hereunder without the COUNTY and LEMSA's prior written approval.
- a. Neither party shall, on the basis of this Contract, contract on behalf of or in the name of the other party. Any Contract that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall identify subcontractors identified in Exhibit F and shall not substitute subcontractors without COUNTY and LEMSA's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Contract, regardless of the terms of any Contract between CONTRACTOR and its subcontractors.
31. **SURVIVAL**
The obligations of this Contract, which by their nature would continue beyond the termination on expiration of the Contract, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 7), and Conflict of Interest (Paragraph 8), shall survive termination or expiration for two (2) years.
32. **SEVERABILITY**
If a court of competent jurisdiction holds any provision of this Contract 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 Contract would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR** warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute,

perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

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

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

34. The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. CONTRACTOR shall cooperate with County and LEMSA in the performance of all work hereunder.
36. 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 Contract. CONTRACTOR hereby agrees to provide all services under this Contract 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 and LEMSA 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 Contract pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

SCOPE OF WORK

1. GENERAL RESPONSIBILITIES AND DUTIES OF CONTRACTOR

- a. Personnel, Equipment and Materials Required. Beginning on the Implementation Date and throughout the term of this Contract, CONTRACTOR shall provide the personnel, equipment and materials necessary to provide Emergency Ground Ambulance Services within the EOA and other services as described herein to persons in need thereof. With regard to CONTRACTOR's responsibilities set forth in this Contract, the terms "provide", "operate", or "furnish" shall mean to perform, make available or utilize either directly through CONTRACTOR's personnel and resources or through sub-contracts or other Contracts which have been approved by the LEMSA, the services, personnel, materials or supplies required herein. CONTRACTOR shall comply with the COUNTY EMS Ordinance, EMS Plan and all applicable LEMSA policies, procedures, protocols and directives issued by the EMS Medical Director in accordance with law. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including but not limited to the requirements of the United States Department of Health and Human Services, Health Care Financing Administration, California Highway Patrol, California Department of Health Services, California EMS Authority and the County of Mendocino. CONTRACTOR's obligations are set forth in detail in the provisions of this Contract and accompanying attachments.
- b. In-Service Training Required. CONTRACTOR shall provide or contract for employee in-service training, as set forth in CONTRACTOR's Proposal, which will allow field personnel to meet and maintain state and local certification, accreditation, and licensure standards. Such in-service programs shall include training on LEMSA policies and procedures, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and training in radiologic/nuclear/biological/chemical/explosive weapons.
- c. EMS System Interaction. CONTRACTOR shall participate regularly in all aspects of development of the local EMS System including, but not limited to the following: (1) Expanded scope of practice treatment and equipment programs; (2) First Responder, EMT-1, Paramedic, MICN, Base Hospital physician, and ride-along programs; (3) Disaster exercises and drills; and (4) Continuing education programs.
- d. Equipment Maintenance. CONTRACTOR shall provide or contract for equipment maintenance. CONTRACTOR shall be responsible for installing and maintaining all radio equipment on the appropriate frequencies as required to comply with the terms of this Contract.
- e. Materials and Supplies. CONTRACTOR shall furnish all fuel, lubricants, repairs, initial supply inventory and all supplies (except those replaced by hospitals). CONTRACTOR shall maintain, through a combined inventory of its COUNTY operating locations, sufficient supplies and equipment, excluding fuel, lubricants and repair items, to sustain local operations for a minimum of fourteen (14) days.
- f. Policies and Working Relations. CONTRACTOR shall develop, negotiate, and maintain personnel policies, patient care policies, equipment rotation program, hospital relationships where appropriate, and maintain good working relations with other health care provider organizations and personnel.

- g. First Responder Relations. CONTRACTOR shall maintain good working relationships with First Responder agencies and personnel.
- h. Posting Locations. CONTRACTOR shall maintain Ambulance post locations pursuant to its System Status Plan (SSP) on file with the LEMSA.
- i. Law Enforcement Relations. CONTRACTOR shall maintain good working relationships with area law enforcement agencies.
- j. Professional Conduct of Personnel. CONTRACTOR shall ensure courteous and professional appearance and conduct of its personnel at all times.
- k. Professional Equipment and Facilities. CONTRACTOR shall maintain neat, clean, and professional appearance of equipment and facilities.
- l. Mutual Aid Contracts. CONTRACTOR shall develop mutually beneficial support contracts with neighboring Ambulance Services, subject to approval by the LEMSA.
- m. Reputation. CONTRACTOR shall promote and maintain a good reputation through participation in published research and industry affairs, prompt response, and follow-up to inquiries and complaints.
- n. Training. CONTRACTOR shall provide, upon request, basic First Responder in-service training, and Paramedic-assist training to First Responder personnel.
- o. Continuous Quality Improvement Program
 - 1) CONTRACTOR shall maintain a comprehensive continuous quality improvement (CQI) program approved by the LEMSA and consistent with the LEMSA's CQI program. CONTRACTOR shall not modify its approved CQI program without the prior approval of the LEMSA.
 - 2) CONTRACTOR's CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care.
 - 3) CONTRACTOR agrees that CONTRACTOR's Medical Director and clinical quality improvement staff will have significant levels of interaction and collaborative involvement with the EMS Medical Director and quality improvement staff.
 - 4) CONTRACTOR's CQI program shall incorporate all activities and components delineated in its Proposal and shall meet all of the requirements set forth in the RFP.
 - 5) CONTRACTOR shall provide CQI staff to coordinate and manage CONTRACTOR's CQI activities, including a physician Medical Director who shall meet regularly with the LEMSA Medical Director and participate in the LEMSA quality improvement activities and committees and other staff as required by the LEMSA.
 - 6) In accordance with this Section, CONTRACTOR shall use benchmarking of key clinical indicators and key performance indicators as tools for measuring CONTRACTOR's performance. CONTRACTOR shall provide quarterly reports detailing progress in those items according to a schedule approved by the

LEMSA. CONTRACTOR shall provide data developed through its CQI process to the LEMSAs for use in evaluating EMS system performance and in setting system improvement goals. CONTRACTOR shall incorporate any COUNTY approved benchmarking tools developed during the term of this Contract into CONTRACTOR's CQI process.

- 7) CONTRACTOR shall establish and maintain a CQI mechanism to allow customers and system participants the ability to communicate directly with CONTRACTOR regarding concerns or suggestions for service improvements. CQI contact information will be published at local healthcare facilities, First Responder stations, and public safety agencies. Members of the CONTRACTOR's CQI team are to be automatically notified of incoming calls. Incidents that require feedback are to be attended to by the end of the following week.
 - p. Permits and Certification. CONTRACTOR shall maintain all appropriate and required state and local vehicle permits.
 - q. Implementation of LEMSAs Policies. CONTRACTOR shall cause LEMSAs policies to be properly implemented. CONTRACTOR shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. CONTRACTOR shall also respond to all quality improvement and incident reports in accordance with established LEMSAs policies.
 - r. Financial implications of Operations. When requested, CONTRACTOR shall advise the LEMSAs concerning financial implications of operational changes under consideration by either CONTRACTOR or LEMSAs.
 - s. Data, Billing and Collection. CONTRACTOR shall operate a data processing, billing collection, and reporting system as set forth herein.
 - t. Paramedic Preceptors. In coordination with the Base Hospital Medical Directors, Paramedic training programs, and LEMSAs, CONTRACTOR shall provide Paramedic preceptors for prehospital training programs.
 - u. Reports to LEMSAs. CONTRACTOR shall provide data, reports, and records to the LEMSAs as set forth herein.
2. MEDICAL CONTROL
 - a. Medical Control Authority. CONTRACTOR acknowledges that the LEMSAs Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of Ambulance and prehospital EMS care are maintained within the COUNTY and that the Medical Director has the authority for establishing the required drug inventories and Medical Protocols and that CONTRACTOR, its employees, and all personnel providing services under sub-contract(s) or Contracts are subject to said plan, policies, standards, and protocols.
 - b. Adherence to Medical Control Standards. The LEMSAs has an established system of medical control through the LEMSAs Medical Director of the EMS System. CONTRACTOR shall adhere to the standards of medical control established by the LEMSAs.

- c. Compliance with Laws and Policies. CONTRACTOR shall comply with the COUNTY EMS Ordinance, EMS Policies and Protocol Manual and other directives, e.g., special memos, which may be issued under the LEMSA Medical Director's authority.
 - d. CONTRACTOR's Medical Director. CONTRACTOR shall provide a physician Medical Director who will oversee and coordinate the CONTRACTOR's clinical performance consistent with the provisions of the RFP, Proposal and Contract. The CONTRACTOR's Medical Director shall be a physician Board certified in Emergency Medicine or equivalent Emergency Medicine experience and approved by the LEMSA. The CONTRACTOR's Medical Director shall work with the LEMSA Medical Director and the physicians of the EMS system to ensure compliance by the CONTRACTOR and subcontractors with the clinical standards established for the COUNTY EMS system.
3. EMERGENCY GROUND AMBULANCE SERVICES
- a. CONTRACTOR shall be responsible for providing one hundred percent (100%), twenty-four (24) hour per day coverage for all requests for Emergency Ground Ambulance Services for the term of this Contract within the EOA. For all requests for Emergency Ground Ambulance Services within the EOA, CONTRACTOR shall respond with the appropriate level of service ambulance as defined by the emergency medical dispatch LEMSA policy. Provision of Emergency Ground Ambulance Service includes all interfacility transports within the EOA, regardless of the level of service.
 - b. All of the following transports originating in the EOA, except those Specialty Transport exclusions set forth below, shall be referred to CONTRACTOR. CONTRACTOR shall provide all Ambulance response and ground transports in response to the following:
 - 1) Emergency Ambulance Service;
 - 2) All 9-1-1/PSAP requests Emergency Response, BLS or ALS level;
 - 3) All requests for immediate Emergency Ambulance Service transmitted through an authorized 9-1-1/PSAP;
 - 4) All requests for Emergency Ground Ambulance Services made directly to CONTRACTOR or another Ambulance or public safety dispatch center through a seven-digit telephone call request without going through an authorized 9-1-1/PSAP;
 - 5) All ground interfacility transport (IFT) requests requiring the services of an BLS, ALS, or critical care transport (CCT) ambulance;
 - 6) All "Special Events" requiring the presence of an ambulance, regardless of level of service requested; and
 - 7) All "Special Events" requiring ALS level of service, even if there is no ambulance required.
 - c. Interfacility Transports. Provision of Emergency Ground Ambulance Service includes interfacility transports originating within the EOA. CONTRACTOR understands and agrees that the LEMSA may assess Liquidated Damages to CONTRACTOR for poor interfacility transport performance consistent with the late response Liquidated Damages provisions set forth herein.
 - d. Specialty Transports. Air medical (e.g., helicopter, fixed-wing), neonatal, and pediatric transports are not included in the scope of exclusivity covered by this Contract, but

CONTRACTOR may provide those services on a non-exclusive basis.

- e. Wheel Chair Van and Litter Van Service. CONTRACTOR may provide wheel chair van and litter service (as those terms are defined in Title 13 of the California Code of Regulations) within the EOA for those calls which do not require Ambulance transportation. These may be provided on a non-exclusive basis.
 - f. Special Events. CONTRACTOR shall provide Ambulance standby for Special Events coverage. CONTRACTOR shall make every attempt to negotiate a fair and reasonable charge for such services. CONTRACTOR shall be responsible for ensuring standby Emergency Ground Ambulance Services are provided at Special Events. On-site medical aid services for Special Events are not included within the exclusive scope of the EOA.
 - g. Public Information and Education. CONTRACTOR shall participate in and provide personnel and equipment to perform demonstrations at health fairs and other related events to promote EMS awareness and education.
 - h. CONTRACTOR shall establish and maintain a community CPR/First Aid training and education program subject to the review and approval of the LEMSA.
4. **RESPONSE TIME STANDARDS**
- a. The overall Response Time performance requirement for services under this Contract is intended to ensure that CONTRACTOR responds to and arrives at each incident with an appropriate ambulance resource in accordance with established standards. The standards set forth herein establish the level of Response Time performance required by CONTRACTOR for calls within the EOA. During the term of this Contract, Response Time standards may be modified at any time by the LEMSA. These modifications shall be consistent with the modifications in EMS operational and medical standards which are developed by the LEMSA. CONTRACTOR shall be notified no less than sixty (60) days prior to the effective date of the modification and CONTRACTOR shall define the contract impact within thirty (30) days of implementation.
 - b. CONTRACTOR shall respond to all 9-1-1 system requests for Emergency Ground Ambulance Services with the appropriate level of ambulance. The Response Time clock for an ambulance will not be stopped until the arrival of an ambulance of appropriate level (i.e., BLS or ALS).
 - c. Response Time Performance Calculation. Response Times are measured and calculated on a regular basis for each response compliance zone within each of the seven individual EOA zones. The three zones are set forth in the EOA map attached hereto as Exhibit A. Each of the seven zones has been identified as urban, suburban, rural, or wilderness area based on population density. The designations in each of the seven zones are provided in the RFP attachments. Response Times shall be calculated from the time the CONTRACTOR has been alerted to the incident until the time the CONTRACTOR arrives on the scene with a fully functional and staffed ambulance. All Response Times are measured in minutes and seconds. CONTRACTOR shall document all Emergency Ground Ambulance Services and times as required by LEMSA procedures.
 - d. The Response Time standards as measured for each response compliance zone within each of the seven zones in the EOA, as shown in Exhibit A, shall be as follows:
 - 1) The Response Time for the ambulance on calls prioritized as Code-3 Calls, defined as all requests receiving a response with lights and siren for presumed life-threatening emergency conditions, shall be as follows:

- Urban: 90.00 percent of all calls in 11:59 minutes or less and no single calls at or exceeding 24:00 minutes.
- Suburban: 90.00 percent of all calls in 19:59 minutes or less and no calls at or exceeding 40:00 minutes.
- Rural: 90.00 percent of all calls in 29:59 minutes or less and no calls at or exceeding 60:00 minutes.
- Wilderness: Best effort with immediate dispatch and response.

- 2) The Response Time for the ambulance on calls prioritized as Code-2 Calls, defined as any call that does not require lights and siren, but must have an immediate response due to a presumption of an urgent, but non-life-threatening, medical condition, shall be as follows:

- Urban: 90.00 percent of all calls in 17:59 minutes or less and no single calls at or exceeding 36:00 minutes.
- Suburban: 90.00 percent of all calls in 29:59 minutes or less and no calls at or exceeding 60:00 minutes.
- Rural: 90.00 percent of all calls in 44:59 minutes or less and no calls at or exceeding 90:00 minutes.
- Wilderness: Best effort with immediate dispatch and response.

e. Healthcare Facility Calls

CONTRACTOR shall respond to hospital and healthcare facility requests for BLS or ALS interfacility transfer in the following manner and using the following definitions, consistent with EMS Policy No. 7013, "Interfacility Transfers."

- 1) Emergency Transfer – shall mean an emergency transfer by ambulance where immediate transfer may be requested when any delay in transferring the patient could result in placing the patient's health in immediate jeopardy. The transport provider retains a response-time requirement for these transfers just as they would for a Code 3 (emergency) 9-1-1 request to the facility's location. As these transfers may immediately remove an ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency transfer when the patient's condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer such that the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit.
- 2) Urgent Transfer – This should be requested when the patient's medical condition requires transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy. These shall have a 59:59 minute response time requirement. Calls at or exceeding the maximum response time of 120:00 minutes will be subject to liquidated damages.
- 3) Pre-arranged Transfer – shall be a pre-arranged transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition. Arrival should occur within 15 minutes of scheduled time.

- 4) Critical Care Transfer – When the level of service required exceeds ALS, the CONTRACTOR agrees to work with the hospital to supply a nurse on board the CONTRACTOR ambulance and return the nurse upon completion of the transport. When possible, partnerships with other nurse providers, such as air ambulance services, may provide this level of service without requiring a hospital nurse.
- f. CONTRACTOR shall maintain sufficient ambulance staffing to meet the needs of emergency, urgent, pre-arranged and critical care transfers with at least ninety percent (90.00%) compliance. Non-compliance with these standards for hospital response shall be forwarded to LEMSA for review and recommendation.
- g. CONTRACTOR shall respond to all urgent requests for an interfacility transfer (non CCT/Specialty Transport) such that the unit arrives within 59:59 minutes at least ninety percent (90.00%) of the time and no single call shall at or exceed 120:00 minutes. If the request is pre-arranged for a non-urgent transfer, the response time standard shall be within 15:00 minutes of the scheduled time. 7) Equipment failure, personal error, weather, traffic, or lack of a nearby ambulance shall not furnish grounds for release from late response Liquidated Damages or general response-time standards. If CONTRACTOR believes that any run or group of runs should be exempt from Response Time standards due to unusual circumstances beyond CONTRACTOR's reasonable control, CONTRACTOR may request that these runs be excluded from Response Time performance calculations and late response Liquidated Damages. Examples include call upgrades/downgrades, call cancellations, inaccurate address (due to reporting party), declared multi-casualty incident, and other disaster situations. If the LEMSA concurs that the circumstances are reasonable to allow such exemption, the LEMSA may allow such exemptions and applicable calls will be excluded from calculating performance.
- h. LEMSA may alter response zones from time to time based on ambulance industry standards as population, road access, and other relevant conditions change. LEMSA shall give CONTRACTOR notice and opportunity to be heard before amending response zones. LEMSA may request CONTRACTOR alter its SSP to respond to population trends. This may require CONTRACTOR adjusting its SSP to improve back-up and move-up-and-cover ambulances. CONTRACTOR shall negotiate in good faith with the LEMSA to revise its SSP to improve performance as determined by the LEMSA. CONTRACTOR also shall negotiate in good faith to revise the terms of this Contract if necessary to accommodate these changes.
- i. LEMSA may alter performance standards during the term of this Contract consistent with the modifications in EMS operational and medical standards developed by the LEMSA. LEMSA shall notify CONTRACTOR at least sixty (60) days in advance of the effective date of the modification. CONTRACTOR shall define the Contract impact within thirty (30) days of initiation. CONTRACTOR shall negotiate in good faith to revise the terms of this Contract if necessary to accommodate these changes.
- j. Performance Reports. The LEMSA shall review performance reports regarding CONTRACTOR's performance under the terms and conditions of this Contract and shall assess Liquidated Damages to be paid by CONTRACTOR as specified herein. Such reports shall include, but are not limited to, a summary report of all Response Time exceptions requested by CONTRACTOR. The reports shall provide a detailed explanation of all Response Time exception requests which CONTRACTOR chooses to submit for consideration. CONTRACTOR shall have a full opportunity to present any exculpatory or

mitigating evidence prior to LEMSA's determination concerning the assessment of any Liquidated Damages as set forth in this Contract.

5. FIRST RESPONDER COORDINATION

- a. To the extent allowable under Federal and State law, CONTRACTOR shall re-supply First Responder units at no cost with disposable medical supplies utilized in direct patient care on a one-for-one basis for emergency medical responses within the EOA. Expired disposable medical supplies shall be replaced in the same manner as expended medical supplies.
- b. CONTRACTOR shall implement and maintain a First Responder orientation program designed to acquaint all COUNTY public safety and First Responder agencies with CONTRACTOR's equipment and response system.
- c. For all equipment left with a patient, CONTRACTOR shall provide appropriate information to enable all equipment to be returned within 24 hours. In addition, CONTRACTOR shall establish a mechanism to ensure that all First Responder staff who accompanies CONTRACTOR to the hospital will be returned to their station.
- d. CONTRACTOR shall respond to hazardous materials incidents, working fires, and law enforcement standbys upon request by any public safety agency or dispatch center within the EOA at no charge.
- e. CONTRACTOR shall provide a LEMSA approved First Responder training program as set forth in the RFP and Proposal attached hereto as Exhibits C and D, respectively. CONTRACTOR may charge a fee for such services at a level to recover its actual cost of providing such services.
- f. CONTRACTOR's internal continuing education programs shall be open to First Responder personnel. CONTRACTOR's regular calendar of training will be sent to all interested agencies.
- g. CONTRACTOR shall assist LEMSA in evaluating and implementing expanded scope programs for Paramedics, Advanced EMTs, EMTs and First Responder personnel.

6. DATA COLLECTION AND EVALUATION REQUIREMENTS

- a. CONTRACTOR shall maintain data collection and reporting systems as set forth in the RFP and Proposal attached hereto as Exhibits C and D respectively, except where the provisions of this Contract set forth a different requirement. The Data Collection and Evaluation Plan shall meet the minimum standards set forth herein.
- b. CONTRACTOR shall utilize the LEMSA selected electronic patient care report (ePCR) system, ImageTrend, or such other system as the LEMSA may otherwise designate. The ePCR system shall be used for patient care documentation, data collection and reporting.
- c. CONTRACTOR shall utilize COUNTY's selected electronic databases and be able to track individual patients from dispatch through billing and collection phases. Data collection and reporting methods shall also allow for data aggregation and cross tabbing in a format approved by the LEMSA. Data collection requirements shall be completed and submitted electronically on a schedule and in a format approved by the LEMSA.
- d. For each patient contacted, CONTRACTOR's personnel shall complete an ePCR and, for instances when a patient is transported to a LEMSA approved receiving facility,

CONTRACTOR shall furnish an electronic or paper copy of the ePCR to the receiving facility with at least the critical elements (see LEMSA policy) completed prior to the departure of its unit from that facility at least ninety percent (90.00%) of the time during any three-month audited time period. PCRs shall be one-hundred percent (100%) completed and the data available for review by the receiving hospital and the LEMSA within 24 hours during any three-month audited time period. Any exceptions to this requirement must be approved by the LEMSA.

- e. According to LEMSA policy, CONTRACTOR shall submit data, including CAD data for each response and patient care data as specified herein. In addition, CONTRACTOR shall produce such data within thirty (30) days of LEMSA's request.
- f. CONTRACTOR shall participate in response-time compliance by Response Time requirement and zone, including a list of all requested response-time exceptions using the COUNTY's Online Compliance Utility (OCU) (e.g., FirstWatch/PASS). These reports shall include compliance with response-time standards in a format approved by the LEMSA. The summaries shall sort by geographic zones, mutual aid-responses, call downgrades, call upgrades, and other data used to determine Contract compliance and health of the EOA. These summaries shall be produced within thirty (30) days after the end of each defined period. The LEMSA has selected FirstWatch/PASS to administer the response time compliance for this Contract. The goal is to automate as much of the compliance process as possible and minimize the workload on the LEMSA and CONTRACTOR. The cost of the Online Compliance Utility is included within the annual oversight and information technology costs due to the COUNTY. CONTRACTOR agrees to work with FirstWatch/PASS and the LEMSA to automate as much of the response time compliance process, as well as, other features offered by this OCU.
- g. CONTRACTOR shall submit quarterly reports to the LEMSA detailing quarterly and year to date information as specified below in a format approved by the Contract Administrator. Reports shall include data broken out as necessary to provide clear detail of the CONTRACTOR's fiscal health. Such reports shall be provided to the LEMSA within thirty (30) days after the last day of the preceding period. CONTRACTOR and Contract Administrator shall determine the best period (e.g., fiscal year, calendar year, contract year) for reporting such data. Reports detailing information directly related to the operations under this Contract shall include the following:
 - 1) Fixed asset schedule
 - 2) Profit and loss statement
 - 3) Aged accounts receivable
- h. CONTRACTOR shall submit, on an annual basis, records pertaining to the Contract based on generally accepted accounting principles as defined by the American Institute of Certified Public Accountants. Records shall be for the previous calendar year and shall be provided within ninety (90) days after the end of each calendar year of this Contract.
- i. In addition to the aforementioned reports and data, CONTRACTOR shall maintain records and data pertaining to its services as listed below. CONTRACTOR shall make available for review and inspection, upon request of the LEMSA, such reports and data as follows: (1) sales by pay source; (2) services provided by category (e.g., ALS, BLS, mileage) by financial classes; (3) sales by date of service; (4) accounts receivable aging report by payer source; (5) payment and adjustment journal; (6) collections by payer source; (7) summary of billings and collections (quarterly and annually); and (8) annual financial statements, specific to operations in COUNTY, ninety (90) days following the close of

fiscal year, including the following: fixed asset schedules, profit and loss statements, and aged accounts receivables.

- j. CONTRACTOR shall insure its data remains secure and is not subject to tampering. CONTRACTOR shall not seek economic gain from confidential data received from the 9-1-1 / PSAP in any manner unauthorized by law.

7. PERSONNEL

- a. Personnel Required. CONTRACTOR shall provide the personnel necessary to provide Emergency Ground Ambulance Services within the EOA and other services as described herein.
- b. Key Personnel. CONTRACTOR understands that the decision to award this Contract is based upon the qualifications of the CONTRACTOR, and upon the qualifications of key personnel presented in CONTRACTOR's Proposal. CONTRACTOR shall furnish the personnel identified in CONTRACTOR's Proposal, and throughout the term of the Contract, CONTRACTOR shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications. CONTRACTOR shall not reduce or otherwise eliminate the number and functions of the key personnel as specified in its Proposal or as specified in this Contract without express written permission of the LEMSA.
- c. Management and Supervisory Personnel. The CONTRACTOR shall establish a management and supervisory system meeting the standards set forth by the CONTRACTOR in its Proposal and approved by the LEMSA. Management and supervisory personnel shall be in sufficient numbers and competencies to provide appropriate oversight of CONTRACTOR's personnel in accordance with CONTRACTOR's operating procedures, quality improvement plan and EMS policies and procedures.
- d. Field Evaluation. CONTRACTOR shall provide Field Training Officers to train and evaluate employees as set forth in its Proposal and in accordance with EMS policies and procedures.
- e. Emergency Vehicle Operations Course. CONTRACTOR shall ensure that all of its field personnel shall complete an Emergency Vehicle Operations Course. The LEMSA shall give prior approval to the curriculum of the Emergency Vehicle Operations Course. This course requirement shall apply to all field employees prior to receiving authorization to operate an emergency vehicle as a driver in the COUNTY. All field employees shall be required to complete an Emergency Vehicle Operations Course prior to driver authorization. The LEMSA may authorize a waiver of this requirement upon request from CONTRACTOR.
- f. Certification and Licensure of Personnel. CONTRACTOR shall ensure that all CONTRACTOR's employees functioning as emergency medical technicians and paramedics are appropriately certified, accredited, and licensed at both the State and local levels.
- g. Records and Credentials. CONTRACTOR shall maintain, and make available to LEMSA upon request, records and data pertaining to the certifications, licenses, and other applicable credentials of its employees and personnel used to provide services under this Contract.

- h. Wage and Benefits. CONTRACTOR shall, at a minimum, adhere to the wage and benefit package in accordance with the requirements in the attached RFP and Proposal.
- i. Employee Handbook. CONTRACTOR shall develop and maintain an Employee's Handbook describing the personnel policies and procedures utilized by CONTRACTOR in its operations. A copy of the current Employee Handbook shall be made available to LEMSA upon request.
- j. Administrative Representative. CONTRACTOR shall provide an administrative representative to the COUNTY fire and police chief organizations whenever requested. CONTRACTOR shall also routinely participate in the EMS committees and EMS training organizations as invited.
- k. EMS Incident Forms. CONTRACTOR shall furnish to all employees approved "EMS Incident Report Forms" and shall routinely furnish a copy of a completed form to the Contract Administrator in accordance with LEMSA policies.
- l. Competency and Conduct. All employees, subcontractors, or other persons used by CONTRACTOR in the performance of work under this Contract shall be competent and holders of appropriate permits, licenses, and certificates in their respective trades and professions. The LEMSA may request and CONTRACTOR shall take action in accordance with its personnel policies and procedures to affect the removal of or take appropriate disciplinary remedial action against any people used by the CONTRACTOR who misconduct themselves or are chronically incompetent or negligent in the due and proper performance of their duties. Such persons shall not be reassigned by the CONTRACTOR for provision of services under this Contract without the written consent of the LEMSA.
- m. Knowledge of EMS. The CONTRACTOR shall assure that all pre-hospital care personnel, including EMTs and paramedics provided under this Contract shall be knowledgeable and cooperative in the provision of Emergency Ground Ambulance Services or other services required under this Contract.
- n. Infectious Disease Exposure. CONTRACTOR shall provide testing and counseling services to all employees exposed to serious infectious diseases at no cost to the employee. CONTRACTOR shall ensure that such services and programs pertaining to infectious disease exposures are provided in accordance with the provisions of state and federal law.
- o. Employee Assistance Program. CONTRACTOR shall provide its employees with an Employee Assistance Program that offers counseling services for mental health and substance abuse.
- p. Occupational Health Services. CONTRACTOR shall maintain an in-house program related to occupational health for its employees at no cost to the employee.
- q. Immunization and Testing Program. CONTRACTOR shall provide an immunization and testing program for its employees as approved by the LEMSA Medical Director.
- r. Injury Prevention and Treatment Program. CONTRACTOR shall maintain an injury prevention and treatment program for its employees.
- s. Hiring Standards and Practices. CONTRACTOR shall maintain an employee hiring standards and practice program.

- t. Safety and Risk Management Program. CONTRACTOR shall provide a Safety and Risk Management Program that meets the standards set forth in the RFP. As it pertains to the above personnel requirements, CONTRACTOR shall maintain such services as set forth above; however, CONTRACTOR may replace or modify any such services subject to written approval by the LEMSA.
 - u. MCI Services
 - 1) CONTRACTOR shall comply with its MCI Services Plan as set forth in the RFP and Proposal attached hereto in Exhibits C and D, respectively.
8. RIGHTS AND RESPONSIBILITIES OF FIELD PERSONNEL
- a. Field personnel are certified, licensed, and/or accredited pursuant to the Health and Safety Code Section 1797 et seq. A linkage exists between field personnel and the system's physician leadership and medical control. Where issues involving questions of patient care are concerned, there is no "chain of command." Each of the certified personnel working in the system has not only a right, but a legal obligation, to work directly with the system's physician leadership on issues related to patient care.
 - b. The direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, and collection and recording of primary data. EMS personnel are prohibited by the laws, rules, and regulations which govern the EMS system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., patient care reports, incident reports). Field personnel have a professional responsibility with regard to issues related to the delivery of patient care and the accurate reporting of primary data.
 - c. While this Contract is a performance contract and while the CONTRACTOR is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, CONTRACTOR is expressly required to use reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care; the CONTRACTOR is expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent which might impair judgment or motor skills.
 - d. All normally scheduled shifts shall allow at least eight (8) hours of rest between such work shifts. CONTRACTOR shall implement wage, benefit and compensation packages in accordance with the requirements in the attached RFP and Proposal. CONTRACTOR may modify its wage, benefit and compensation packages with written approval from the LEMSA.
9. SYSTEM STATUS PLAN
- a. CONTRACTOR shall operate its services to equalize Response Time performance throughout the various jurisdictions of the EOA in accordance with the designated response zone standards.
 - b. CONTRACTOR shall develop a SSP that shall be submitted to the LEMSA for approval and adhered to by CONTRACTOR. CONTRACTOR shall identify, as part of the plan, the proposed Unit Hour of Utilization to provide Emergency Ground Ambulance Services under this Contract.

- c. Any change to the SSP and/or deployment plan must be reviewed and approved by the LEMSA at least three (3) calendar days prior to implementation. Approval of any such change is contingent upon CONTRACTOR's ability to demonstrate that such change will continue to ensure equalized Response Time performance. CONTRACTOR shall submit daily compliance reports to the LEMSA for a seven (7) day period following any such change.
 - d. In addition to the aforementioned requirements, CONTRACTOR shall submit a copy of its SSP to the LEMSA on at least an annual basis.
 - e. During the first three months of operations under this Contract, CONTRACTOR shall adhere to the initial coverage SSP as submitted in its Proposal, or an approved modification of the SSP. Thereafter, at CONTRACTOR's discretion, with LEMSA approval, the SSP may be altered by the CONTRACTOR to produce the required Response Time performance with the greatest possible efficiency.
 - f. The SSP shall specify locations of ALS Resources, Ambulances, post location, and identify the number and location of vehicles to be deployed during each hour of the day, each day of the week for coverage of Code-2 and Code-3 responses.
10. STAFFING OF AMBULANCE AND RESPONSE UNITS
- a. CONTRACTOR shall provide for staffing each ALS Ambulance with a minimum of one Paramedic and one EMT per unit and each BLS Ambulance with two EMTs per unit.
 - b. Each ALS Ambulance shall have at least one Paramedic with all the ALS equipment required by the LEMSA policy for ALS equipment.
 - c. All Quick Response Vehicles shall be staffed with a minimum of one Paramedic per unit with all the ALS equipment required by the LEMSA ALS equipment list.
 - d. Each BLS Ambulance shall have at least two EMTs with all the BLS equipment required by the LEMSA policy for BLS equipment.
 - e. CONTRACTOR shall ensure that 100 percent of all responses to Code-2 and Code-3 Calls, within the EOA, shall be handled by an appropriate resource as required by this Contract.
11. VEHICLES, EQUIPMENT AND MAINTENANCE
- a. CONTRACTOR shall provide at least the minimum number of vehicles required at the peak load of the SSP and sufficient reserve capacity. Each ALS Resource and Ambulance Unit shall meet California Code of Regulations, Title 13 standards as well as any LEMSA policies in effect at the time of original manufacture. Each Ambulance Unit shall have a standard floor plan approved by the LEMSA. Each Ambulance Unit shall be a Type I, II or III model. All vehicles must have current CHP permits.
 - b. All ALS Resources and Ambulance Units utilized by CONTRACTOR in providing service under this Contract shall be staffed and equipped in accordance with state law and local LEMSA policies.
 - c. The LEMSA shall assist CONTRACTOR in obtaining any special waivers which may be required by law to operate its Quick Response Vehicles.
 - d. CONTRACTOR shall maintain a vehicle replacement program that ensures the replacement of CONTRACTOR's ALS Resources and Ambulance Units when any particular

unit's mileage reaches the maximum mileage as set forth in its equipment replacement schedule. CONTRACTOR shall not use an ALS Resource or Ambulance Unit once its mileage exceeds 300,000 to respond to Emergency Ground Ambulance Service requests without the prior written consent of the LEMSA.

- e. CONTRACTOR shall adhere to the preventative maintenance program, equipment replacement schedule, and reporting system subject to approval by the LEMSA. CONTRACTOR shall maintain preventative fleet maintenance records, and adhere to an approved preventative fleet maintenance program for each ALS Resource and Ambulance Unit.
- f. Each Transport Vehicle and Ambulance Unit shall have an interior height and configuration to allow for the transportation of multiple patients, defined as a minimum of two stretcher patients per Transport Vehicle/Ambulance Unit.
- g. Each ALS Resource and Ambulance Unit shall have markings approved or designed by the LEMSA to include 911 Emergency number advertising. This will include 9-1-1 advertising on both sides as well as COUNTY/ALS markings that have been approved by LEMSA. CONTRACTOR shall submit its vehicle marking design to the LEMSA for approval and, once approved, shall not alter or modify such vehicle marking design without written permission of the LEMSA.
- h. Each Transport Vehicle shall meet the ambulance equipment standards of the State of California and the LEMSA. All ambulance equipment, including ALS and BLS equipment and supplies, as required by state law and LEMSA policies shall be supplied at the peak load of the SSP and sufficient reserve capacity.
- i. CONTRACTOR shall provide all restocking of required drugs and other expendable supplies as necessary to provide the services set forth herein.
- j. CONTRACTOR shall assure that each ALS Resource and Ambulance Unit serving the EOA shall be equipped with emergency alerting devices and two-way radios capable of communicating on the approved local EMS and fire frequencies. The radios in the ALS Resource and Ambulance Units must have VHF and UHF frequencies on the proscribed EMS channels.
- k. CONTRACTOR shall ensure that each individual employee and supervisor has the capability of being alerted off-duty for disaster recall or other use through cellular phone, pager, or other personal alerting device.
- l. CONTRACTOR shall be responsible for furnishing all maintenance of CONTRACTOR's Ambulance Units, on-board equipment, and facilities used by CONTRACTOR in the performance of services under the terms of this Contract.
- m. CONTRACTOR shall not be responsible for routine maintenance of COUNTY-owned communication equipment except if repair is necessary due to abuse or neglect.
- n. CONTRACTOR will assist LEMSA with implementation and debugging of new EMS equipment, including computerized communications and data systems and software which may be placed in service over the period of this Contract. It shall be CONTRACTOR's responsibility to inspect such equipment for acceptance, cooperate and assist in implementation and debugging, and report to the LEMSA in a timely manner

concerning any problems with such equipment which might reasonably require the LEMSA's attentions as regards to guarantees, warranties, or payment upon acceptance.

- o. Equipment Replacement Plan. CONTRACTOR shall submit to the LEMSA for its approval a Proposed Equipment Replacement Plan. This policy shall state CONTRACTOR's operational assumptions regarding the anticipated safe useful life of equipment items, by category or type, and CONTRACTOR's general plan for equipment replacement in accordance with the plan.
- p. Right to Required Replacement. Throughout the term of this Contract and any extension period, LEMSA may, after an inspection and for cause, require CONTRACTOR to replace any equipment at any time after that item's scheduled replacement date, as defined by the terms of CONTRACTOR's submitted and accepted Equipment Replacement Plan. However, if through superior maintenance or by other means, CONTRACTOR is able to extend the safe useful life of an equipment item beyond its time of scheduled replacement, LEMSA shall not, except for cause, require replacement of that item. These controls are related only to equipment kept in service beyond scheduled replacement date and are in addition to regulatory requirements affecting equipment standards and inspections imposed by law or EMS policies.

12. DISASTER, MULTI-CASUALTY INCIDENT, AND INSTANT AID RESPONSE

- a. CONTRACTOR shall develop and implement a plan for the immediate recall of personnel for staffing of additional units and dispatch in multi-casualty incident (MCI) or disaster situations or times of peak overload.
- b. To the extent that CONTRACTOR may have resources available, CONTRACTOR shall respond to requests from neighboring jurisdictions and ambulance providers for instant aid that require a Code 3 (lights and sirens) response.
- c. To the extent that CONTRACTOR has resources available to meet its required responsibilities specified in herein, CONTRACTOR shall participate in the LEMSA Ambulance Strike Team (AST) program as follows:
 - 1) Provide a minimum of two (2) ALS level ambulances for the first request for an "immediate need" ambulance strike team to any single incident/event; or
 - 2) Provide a minimum of three (3) ALS level ambulances for the first request for a "planned need" ambulance strike team to any single incident/event;
 - 3) Develop and maintain a cadre of trained and approved AST Leaders and ambulance personnel sufficient to support its obligations to participate in ambulance strike team deployments as set forth above.
 - 4) In the event that CONTRACTOR commits its ALS ambulances to an immediate need request, CONTRACTOR shall be exempted from Response Time performance requirements, including late response Liquidated Damages, and System Status Plan staffing requirements for up to 24 hours after the request was received by CONTRACTOR or until CONTRACTOR is able to staff replacement units for those committed or until the committed units return to service in the EOA, whichever is sooner.
- d. During a declared State-of-Emergency, locally or in neighboring jurisdictions, the normal course of business may be interrupted from the moment of the State-of-Emergency or

MCI situation is made known to CONTRACTOR by the LEMSA. CONTRACTOR shall then, as provided for in the approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, CONTRACTOR shall be exempted from Response Time performance requirements, including late response Liquidated Damages, until notified by the LEMSA that disaster assistance may be terminated. At the scene of such disasters, CONTRACTOR's personnel shall perform in accordance with local disaster protocols established by that community. When MCI assistance has been terminated, CONTRACTOR shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.

- e. During the course of a State-of-Emergency, CONTRACTOR shall provide local Code-2 and Code-3 coverage, and may suspend, with the LEMSA approval, interfacility transport work as necessary, informing persons requesting interfacility transport service of the reason for the temporary suspension.
- f. At the conclusion of such State-of-Emergency assistance, CONTRACTOR shall determine its direct marginal costs incurred in the course of rendering this disaster assistance, and shall present such cost statement to the LEMSA for review and possible reimbursement should federal or state funds become available. CONTRACTOR shall allow, but not require, its employees to render aid under such disaster conditions voluntarily. CONTRACTOR shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under State-of-Emergency conditions shall be based entirely upon the actual direct marginal costs incurred by CONTRACTOR in the course of rendering such State-of-Emergency assistance, and shall not include costs of maintaining production capacity that would have been borne by CONTRACTOR to meet normal service requirements if the disaster had not occurred.
- g. Mutual Aid/Standby
 - 1) CONTRACTOR shall, to the extent that it has sufficient resources available to maintain coverage and response within the EOA, respond to requests for Mutual Aid by COUNTY 9-1-1 and First Responder agencies and Special Events requiring ALS coverage outside the EOA. If CONTRACTOR believes delivery of mutual-aid services to a neighboring jurisdiction becomes excessive (e.g., in excess of two percent of the calls for that zone absent a written contract for that level of Mutual Aid), CONTRACTOR shall inform the LEMSA. The LEMSA shall independently review the incidents and take appropriate steps it deems necessary, in its sole discretion, to rectify any inequity. Normal (i.e., not disaster related) MCI calls rendered by CONTRACTOR shall be performed in accordance with approved Mutual Aid Contracts. In the course of rendering such Mutual Aid services, CONTRACTOR shall not be automatically exempt from late-run assessments, but may appeal assessments for individual calls, otherwise imposed by this Contract. CONTRACTOR shall manage any response to such Mutual Aid requests in a manner which does not jeopardize CONTRACTOR's ability to render reliable Response Time performance as required herein.
 - 2) CONTRACTOR shall provide Emergency Ground Ambulance Services standby services for working fires, hazardous materials incidents, hostage/SWAT events, disaster exercises and other Special Events within the EOA. CONTRACTOR shall draft a written standby service policy and obtain LEMSA approval. CONTRACTOR understands and agrees that it is responsible for ensuring standby services are provided in accordance with the instructions of the entity that requested the

standby services, subject to the approval of the LEMSA. In the event that CONTRACTOR is unable to provide such services either by itself or through an approved Mutual Aid provider due to unforeseen or extenuating circumstances, the LEMSA reserves the right to authorize another entity to provide such services.

- h. CONTRACTOR shall provide services supporting the LEMSA's medical disaster and MCI programs consistent with the terms of a separately negotiated Contract between CONTRACTOR and the LEMSA.

13. SURGE CAPACITY

- a. LEMSA acknowledges there may be periodic instances when a surge in demand will temporarily strain CONTRACTOR's available resources. When CONTRACTOR experiences periods of time where demand exceeds its available resources, CONTRACTOR may use multiple strategies to respond, including mutual aid, automatic aid and enlisting the services of existing qualified resources that are available within and adjacent to the EOA.
- b. If non-CONTRACTOR resources respond to the scene within the applicable required Response Time, Liquidated Damages shall not be assessed against the CONTRACTOR for the response. This subsection applies if the CONTRACTOR and the other Mutual Aid providers enter into a LEMSA-approved Mutual Aid contract.
- c. CONTRACTOR may enter subcontracts with agencies that provide surge capacity support in order to ensure that the responders and the responding agencies meet the LEMSA's requirements. These agencies and resources may include the following: (1) ALS fire First Responders; (2) QRV; (3) other approved ALS Ambulance Service providers; and (4) other approved BLS Ambulance Services providers.

FEES

1. USER FEES

- a. Rate Scheduled for Services Rendered. CONTRACTOR shall utilize the rate schedule for Emergency Ground Ambulance Services and interfacility transports rendered as set forth in Exhibit B. CONTRACTOR may not discount or reduce any rate for Emergency Ground Ambulance Services and interfacility transports without the express written permission of the LEMSA and County (except where required by law, e.g., Medicare, Medicaid, MediCal, where a patient meets CONTRACTOR's compassionate care policy or COUNTY program). Notwithstanding any other provision of this Contract, because this Contract requires CONTRACTOR to respond at the ALS Resource level to certain Emergency Ground Ambulance Service calls, the CONTRACTOR shall bill the ALS rate in these circumstances except where prohibited by law, e.g., Medicare, Medicaid, MediCal. The rates shown in Exhibit B shall remain in force for at least the first year after the Implementation Date.
- b. Rate Inflation Adjustment. Effective one (1) year after the Implementation Date of this Contract, CONTRACTOR will be allowed an opportunity for annual inflation adjustments to the base, mileage, and oxygen rates. No later than 90 days prior to each adjustment date, the CONTRACTOR must make a written request to the LEMSA who will evaluate any requested rate increase based upon the percentage of rate of inflation of the Medical Consumer Price Index (CPI) for the Urban Consumer, San Francisco-Oakland-San Jose over the most recent 12-month period. The parties agree that the LEMSA will provide a recommendation to the County based on its evaluation of published figures available at the time. The County and LEMSA shall not unreasonably withhold approval of such rate adjustments.
- c. Other Requests for Rate Adjustments. The COUNTY and the LEMSA have the authority to determine rates for services provided under this Contract and have exercised that authority by establishing the rates set forth in Exhibit B. CONTRACTOR shall be allowed annually to apply for negotiated adjustments to CONTRACTOR's allowed fee structure in the event changes in applicable federal, state or local laws, rules or regulations require changes in the CONTRACTOR's operations which may reasonably be expected to increase the CONTRACTOR's cost of performance of services which are the subject of this Contract. The burden of proving the fact and the amount of such actual and reasonable financial impact upon CONTRACTOR's costs of operations shall rest entirely with CONTRACTOR. In this respect, CONTRACTOR shall make such request and shall provide the COUNTY and LEMSA with a full explanation of justification for the proposed adjustments with its request. Thereafter, the COUNTY and LEMSA will meet on the request, receive any evidence and testimony from CONTRACTOR, and determine whether to grant, modify or deny the requested adjustments as it shall deem appropriate under the circumstances. CONTRACTOR will provide non-audited records pertaining to the Contract based on generally accepted accounting principles as defined by the American Institute of Certified Public Accountants (AICPA). Requests for rate adjustments shall be approved by the Board of Supervisors.
- d. Any rate adjustments made under these provisions shall be agreed to in writing by both parties as Amendments to Exhibit B of this Contract.

2. ON-SCENE COLLECTIONS

Except for Special Events, as that term is defined herein, CONTRACTOR's personnel shall not request payment for services rendered under this Contract in response to any Emergency Ground Ambulance Services call either at the scene of the call, enroute, or upon delivery of the patient.

3. BILLING AND COLLECTIONS

- a. CONTRACTOR's billing and collection program shall be managed in compliance with all applicable local, state, and federal laws and regulations and as set forth in the RFP attached hereto as Exhibit C.
- b. CONTRACTOR shall recruit and maintain a billing and collection staff that is knowledgeable in data collections, medical auditing, and reimbursement practices and are customer service oriented and sensitive to the needs of patients.
- c. CONTRACTOR shall maintain a billing and collections system that: (1) automatically generates Medicare and Medi-Cal statements; (2) verifies Medi-Cal eligibility prior to submitting claims; (3) files appeals on the patient's behalf for claims denied by Medicare and follows up for additional information; (4) assists patients throughout the billing process by seeking third-party billing information and filing claims on the patients' behalf to such payers; (5) handles private-pay patients, special contracts, DRG transports and other special arrangements; (6) generates itemized statements that list all procedures and supplies employed, when billed separately; (7) responds to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries; (8) generates listings of accounts requiring specialized follow-up; (9) provides daily, monthly, and annual reports which furnish clear audit trails, including detailed payments and adjustments; (10) furnishes data necessary to document CONTRACTOR's compliance with rate approvals and other provisions as set forth herein; (11) facilitates changes of account type, addresses, etc.; (12) identifies missing information; and supports monitoring of each employee's accuracy and completeness in gathering required information; (13) provides for two-way cross-referencing of "run data" with "patient data"; and (14) demonstrates account activity, follow-up and pursuance of alternative third party and reimbursement sources.
- d. Billing Procedures. CONTRACTOR shall obtain necessary billing information and perform billing services as set forth herein. It is the CONTRACTOR's responsibility to accurately prepare all appropriate billing information in order to do the following: (1) submit billings to third party payers; (2) bill patients for services rendered; (3) adhere to industry standards including billing patients' third party payers, providing patients with detailed listing of services provided, and monthly patient billing practices; and (4) mail bills to users.
- e. CONTRACTOR shall establish a process to create a "Compassionate Care Allowance" for those patients with self-pay balances who can demonstrate insufficient funds or financial hardship wherein such balances may be written off. Insufficient funds or financial hardship shall be defined as income equal to or less than 200% of the Federal Poverty Level standards. The LEMSA may request, on the behalf of any particular patient, consideration for a "Compassionate Care Allowance." Such request shall be reviewed and a decision rendered by CONTRACTOR for the area encompassing its COUNTY operations. CONTRACTOR shall develop and maintain policies and procedures for its billing and collection services and shall, upon request of the LEMSA, provide the LEMSA with the written copies of such policies and procedures. CONTRACTOR shall develop and maintain a plan for user payment schedules.
- f. CONTRACTOR shall ensure professional and courteous services and responses to answer questions about billing and payment schedules and services.

4. CONTRACT MANAGEMENT/MONITORING COSTS

CONTRACTOR shall reimburse the COUNTY annually an amount sufficient to cover the monitoring and enforcement of the provisions of this Contract. It shall also support EMS information system services. Such reimbursement shall be set at \$140,000.00 for first year of operations and shall be amended thereafter by the COUNTY provided however that the amount shall be less than or equal to the County and the LEMSA's actual costs to provide the services.

5. RFP PROCESS COST

Upon authorization of this Contract by the COUNTY Board of Supervisors, CONTRACTOR shall reimburse the COUNTY for the costs of conducting the RFP process in the amount of \$75,000.00.

DISPUTE AND GRIEVANCE PROCEDURE

1. **GENERAL PROVISION**
LEMSA's duties shall include monitoring of the operation of this Contract and insuring that CONTRACTOR fulfills its obligations hereunder. In fulfilling this responsibility, LEMSA shall employ staff knowledgeable in issues concerning EMS, Emergency Ground Ambulance Services and the terms of this Contract.
2. **DISPUTES AND GRIEVANCES**
In addition to the duties outlined above, the LEMSA shall attempt to resolve disputes or grievances concerning Contract performance matters between CONTRACTOR and any city, fire district, public agency, consumer of service, and any other interested person or party. The LEMSA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies which are reasonably available.
3. **MINOR BREACH OF CONTRACT**
The LEMSA shall also have the power to assess Liquidated Damages for CONTRACTOR's "minor breaches" of this Contract as set forth in Section XIV of this Contract. Minor breaches mean failures to fulfill any of the terms and conditions of this Contract which do not amount to a Major Breach of the Contract, as that term is defined in Section XIV of this Contract.
4. **APPEAL TO LEMSA DIRECTOR**
The LEMSA's decisions in the matters referred to above may be appealed by CONTRACTOR to the LEMSA Director, in writing within fifteen (15) days. If no appeal is taken, the LEMSA's decision is final. When such matters are appealed to the LEMSA Director, the Director shall conduct a hearing, consider such evidence, testimony and argument as may be reasonably presented, and shall render written findings and decisions to uphold, modify, or overturn the initial decision. The LEMSA's Director's findings and decision shall be final. Notwithstanding this provision, CONTRACTOR may utilize the Dispute Resolution provisions set forth in Section XV of this Contract for final resolution of such disputes.
5. **FINAL DECISION**
When decisions made under the above provisions become final, and CONTRACTOR is found at fault, CONTRACTOR shall pay to COUNTY Liquidated Damages as set forth below.

LIQUIDATED DAMAGES

1. GENERAL PROVISION

- a. This Contract requires the highest levels of performance by CONTRACTOR. Mere demonstration of effort, even diligent and well intentioned effort by CONTRACTOR, shall not substitute for performance results required under this Contract. CONTRACTOR and COUNTY agree that COUNTY's actual damages, in the event CONTRACTOR does not comply with the terms of this Contract, would be extremely difficult or impracticable to determine, and therefore the parties agree to assess Liquidated Damages for said violations. The LEMSA may impose Liquidated Damages on CONTRACTOR as set forth in this Section and to pursue any other remedies permitted by law if CONTRACTOR fails to comply with the terms and conditions set forth in this Contract.
- b. This Contract includes provisions for Liquidated Damages for late responses occurring within the EOA and other failures of CONTRACTOR to meet other requirements of this Contract. CONTRACTOR shall pay COUNTY said Liquidated Damages as determined and assessed by LEMSA pursuant to the provisions contained herein. Liquidated damages received from the Contractor shall be used in accordance with the County EMS ordinance. This requires funds to be dispersed by the COUNTY for EMS system improvements.

2. DAMAGES FOR LATE RESPONSES TO CODE 2 CALLS, CODE 3 CALLS, AND INTERFACILITY TRANSPORTS

- a. Each period in which CONTRACTOR fails to meet the applicable response-time standards, CONTRACTOR shall review its staffing, SSP, unit hour of production, capacities, and any other possible causes of non-compliance. CONTRACTOR shall prepare a report regarding the measures taken to prevent future failures and ensure compliance with the standards. CONTRACTOR shall submit the report to the LEMSA within thirty (30) days of the failure.
- b. CONTRACTOR shall not refer EOA calls to another agency unless it is part of a Mutual Aid plan submitted by the CONTRACTOR and approved by the LEMSA. EOA calls referred to another agency will be included as part of the response-time requirements for calculating compliance and Liquidated Damages as set forth above.
- c. For each period in which the CONTRACTOR fails to meet the 90.00 percent Response Time standards within any Response Time zone or Urgent Transfer, CONTRACTOR shall pay Liquidated Damages in the amount of \$250.00 for each one-tenth (1/10) of a percentage point by which CONTRACTOR's performance falls short of the 90 percent standard.
- d. For every call in which CONTRACTOR fails to arrive within the maximum specified time is an outlier call. The liquidated damages for each outlier will be \$500 per occurrence.

3. DAMAGES CALCULATIONS FOR UPGRADES, DOWNGRADES, CANCELED RESPONSES, AND OTHER INCIDENTS

The parties hereby acknowledge that on occasion special circumstances may cause changes in call-priority classification. Response-time standards for determination of compliance and Liquidated Damages shall be calculated as follows:

- a. Upgrades. If an assignment is upgraded prior to arrival of an ambulance on the scene (e.g., from Code 2 to Code 3 response), CONTRACTOR's response-time compliance and Liquidated Damages shall be calculated based on the Code 2 response-time standard. This Section applies only if the initial priority was established correctly and in accordance

with the Medical Priority Dispatch System. If the initial priority was incorrectly established by CONTRACTOR, the more stringent standard shall apply.

- b. Downgrades. If an assignment is downgraded prior to arrival of an ambulance on the scene, CONTRACTOR's response-time compliance and Liquidated Damages shall be calculated based on the following criteria:
 - 1) If the downgrade occurs after the ambulance has exceeded the more stringent maximum Response Time for the applicable zone, the more stringent standard shall apply.
 - 2) If the downgrade occurs before the ambulance has exceeded the more stringent maximum Response Time for the applicable zone, the less stringent standard will apply.
 - 3) This Section shall only apply if the downgrade is authorized by the following: (1) 9-1-1/PSAP; (2) on-scene First Responders; or (3) any other person authorized by LEMSAs policies.
- c. Canceled Responses. If a call is canceled prior to arrival of an ambulance on the scene, CONTRACTOR's response-time compliance and Liquidated Damages shall be calculated based on the elapsed time from receipt of the call (i.e., the ambulance's official time stamped as dispatched) to the time the call was canceled.
- d. Other Incidents Affecting Response-Time Calculations
 - 1) Where response-time areas are divided along the center of the road, the shorter Response Time shall apply to both sides of the road.
 - 2) CONTRACTOR shall not be responsible for response-time performance when providing emergency response service outside the EOA. However, CONTRACTOR shall use its best efforts to respond expeditiously to mutual-aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly contract compliance.
 - 3) For each response in which the CONTRACTOR's management staff or field staff fails to report the at-scene time, it shall be established from either vehicle location data, if available, or the next radio transmission.
- 4. **FAILURE TO PROVIDE COMPLIANCE DATA**
 - a. For each compliance period wherein CONTRACTOR fails to furnish required information within thirty days of request, the CONTRACTOR shall be considered non-compliant with the response times specified.
 - b. This Section shall not apply to cases where CONTRACTOR can demonstrate that the failure to produce requested information was beyond CONTRACTOR's reasonable control. Loss of records and computer problems shall not be considered beyond CONTRACTOR's reasonable control for purposes of this Section.
 - c. On-Scene times shall be established from vehicle location data, if available, or radio transmissions identifying the On-Scene time.
- 5. **FALSIFICATION OF ON-SCENE TIME**
 - a. For any incidence of falsification of data, LEMSAs shall review the circumstances to determine if there has been a Material Breach of this Contract.

6. VEHICLE AND EQUIPMENT INSPECTIONS

For each incident in which any of CONTRACTOR's ambulance units, is deemed to have a Major Infraction relating to compliance with LEMSA vehicle and/or equipment standards, CONTRACTOR shall pay Liquidated Damages in the amount of \$1,000.00. For the purposes of this provision, a Major Infraction shall be defined as any issue which (i) constitutes a condition that represents an immediate threat to the public health or safety by risk of exposure to infectious diseases or (ii) failure of any equipment item of medical supply that would result in the Ambulance Unit being unable to safely response to or treat a patient requiring emergency medical care under the terms of this Contract.

7. EXEMPTION FROM RESPONSE-TIME STANDARDS AND WAIVER OF LIQUIDATED DAMAGES

a. The LEMSA may, within its discretion, grant exemptions to response-time performance standards stated herein. For example, exemptions may be granted for declared MCIs or other disaster situations causing delays beyond CONTRACTOR's control. The LEMSA shall examine SSP, staffing levels, backup ambulance capability, dispatch, in-service times and other influencing factors. If the LEMSA determines that an exemption is appropriate, the LEMSA may authorize the exemption of those calls when calculating performance compliance and Liquidated Damages.

b. To be eligible for an exemption from response-time standards, CONTRACTOR shall submit a request for an exemption to LEMSA within thirty (30) calendar days of the time of the occurrence. Equipment failure, personnel error, weather, traffic, or lack of a nearby ambulance shall not constitute grounds to this exemption.

c. EXEMPTION REQUESTS

The LEMSA may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents or other disaster situations. Such calls will be excluded when calculating performance compliance. In order to be eligible for such exemption, the CONTRACTOR shall notify the LEMSA within a reasonable amount of time of the occurrence.

CONTRACTOR may apply to the LEMSA for an exemption to response-time compliance calculations in the following situations:

1. Automatic Appeals

- (a) Upgrades and downgrades that are compliant are eligible for exemption.
- (b) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
- (c) Inaccurate address given by the reporting party. If inaccurate response information is the result of an error by the Contractor's personnel, the exemption will not be allowed.
- (d) Multi-Casualty Incident (MCI) or locally declared disaster - The CONTRACTOR may apply for an exemption to response-time standards during MCIs or times of declared emergencies, locally or in a neighboring county, as defined by the Emergency Operations Procedures of the jurisdictions involved (e.g., city or County).

8. PAYMENT OF ASSESSED LIQUIDATED DAMAGES

CONTRACTOR shall pay COUNTY the amount of Liquidated Damages assessed by the LEMSA, in its sole discretion, within thirty (30) days of receipt of written notice that Liquidated Damages have been assessed.

MOST FAVORED CUSTOMER

1. CONTRACTOR understands and accepts that a loss of this Contract in a future RFP process cycle means the loss of all business covered by the exclusivity provisions of this Contract. CONTRACTOR accepts this as a reasonable solution to the problems of system-wide disruption that would otherwise occur.
2. CONTRACTOR shall not enter into any service contracts of which the scope is consistent with the scope of services contained within this Contract which extend beyond the date of termination of this Contract, except as may be specifically approved in writing by the LEMSA.
3. CONTRACTOR shall not use resources to perform work outside the scope of this Contract if, in the assessment of the LEMSA, such work negatively impacts the response performance, fiscal operations, and/or user rates by the CONTRACTOR under this Contract.
4. CONTRACTOR shall not be prohibited from doing outside work which is unrelated to medical transportation, so long as such work does not detract from performance by CONTRACTOR of its responsibilities under this Contract.
5. CONTRACTOR may utilize the LEMSA and COUNTY logo in advertising and public information programs. The LEMSA and COUNTY shall reserve the right to approve form and content of any advertising and public information materials related to services provided under this Contract.

AUDITS AND INSPECTIONS

1. As often as may reasonably be deemed necessary, the COUNTY and LEMSA's representatives may observe CONTRACTOR's operations. CONTRACTOR shall make available to LEMSA and the COUNTY for its examination its records with respect to all matters covered by this Contract, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Contract. LEMSA representatives may, at any time, and without notification, directly observe CONTRACTOR's operation at the base of operations and business office, maintenance facility, and any ambulance post location. COUNTY and LEMSA representatives may ride as "third person" on any of CONTRACTOR's units at any time, provided, however, that in exercising this right to inspection and observation, COUNTY and LEMSA representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR's personnel in the performance of its duties.
2. The COUNTY and LEMSA's right to observe and inspect operations or records in CONTRACTOR's business office shall, however, require reasonable notification (i.e., 24 hours) and shall be given to CONTRACTOR in advance of any such visit.
3. This right to directly observe CONTRACTOR's field operations, base of operations, maintenance shop operations and ambulance post locations shall extend to authorized representatives of the LEMSA and any other person authorized by the LEMSA. Such persons shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR's personnel in the performance of its duties.

GENERAL RESPONSIBILITIES OF COUNTY AND LEMSA

1. COUNTY and LEMSA will conduct a competitive RFP process for the selection of a CONTRACTOR to provide Emergency Ground Ambulance Services in the EOA as it shall deem necessary and appropriate.
2. COUNTY and LEMSA shall review, reserving the right to approve or disapprove, reasonable rates and charges by CONTRACTOR consistent with the provisions of herein.
3. COUNTY and LEMSA shall review, reserving the right to approve or disapprove, contractual commitments made by CONTRACTOR, including contracts with subcontractors to meet obligations under this Contract.
4. LEMSA shall provide for system medical control/LEMSA Medical Director.
5. COUNTY and LEMSA reserves the right to review, and the right to approve or disapprove, equipment lease/sublease arrangements established by CONTRACTOR.
6. In the event of a default, LEMSA shall take over and manage all operations until a new CONTRACTOR can be secured.

DISPUTE RESOLUTION

1. GENERAL PROVISIONS

In the event of a dispute between the parties which is not resolved through the provisions as described herein, the parties shall proceed with mediation of the dispute. COUNTY, LEMSA and CONTRACTOR agree to mediate any dispute or claim between them arising out of this Contract or any resulting transaction before resorting to arbitration or other court action.

2. FEES

The mediation fee, if any, shall be divided equally among the parties involved.

3. DISCOVERY

In advance of the mediation, the parties shall voluntarily exchange all documents requested by the other party that relate to the dispute. Issues concerning discovery shall be submitted to the mediator prior to mediation; the mediator's decision shall be binding upon the parties to the dispute.

4. CONFIDENTIALITY

Any mediation proceeding shall be confidential and shall not be admissible in a subsequent proceeding.

5. ENFORCEMENT

If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then, in the discretion of the arbitrator(s) or judge, the other party may apply to such arbitrator or judge for an order staying the arbitration or court action pending mediation.

PERFORMANCE SECURITY PROVISIONS

1. The unique nature of the services which are the subject of this Contract require that, in the event of default of a type that endangers public health and safety, LEMSA must restore services immediately, and CONTRACTOR must assist in effecting the takeover of operations, even if CONTRACTOR disagrees that the declared default has occurred or that the default was caused by CONTRACTOR.
2. CONTRACTOR and LEMSA agree that a performance security provision is a necessary part of this Contract and that LEMSA may utilize the performance security required herein in the event of CONTRACTOR's default on this Contract. In that respect, CONTRACTOR shall furnish performance security in an amount and in accordance with the form and conditions set forth in the RFP and CONTRACTOR's Proposal, attached hereto as Exhibits C and D, respectively.
3. The performance security shall be released to the COUNTY upon occurrence of the following events: (i) upon provision of notice of Material Breach to CONTRACTOR, failure of CONTRACTOR to cure the Material Breach within thirty (30) days, and the termination of the Contract; or (ii) implementation of a takeover of CONTRACTOR's operations.

COMPENSATION TO CONTRACTOR

1. As compensation for the Services furnished under this Contract, CONTRACTOR shall receive the following as full compensation: (i) market rights as specified herein; (ii) use of County-owned communication infrastructure with reasonable routine maintenance provided by the COUNTY as specified, and (iii) income from fee for service billing and other reimbursement mechanisms as specified.
2. In consideration for Services to be furnished by CONTRACTOR, the COUNTY and LEMSA have designated CONTRACTOR as the exclusive provider of Emergency Ground Ambulance Service in the EOA within the geographical areas defined by this Contract. CONTRACTOR and LEMSA agree that said designation shall begin upon execution of this Contract and shall continue throughout the term of this Contract, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for CONTRACTOR compensation incorporated herein, COUNTY has fulfilled any and all obligations it may have presently or at any time during the term of this Contract to compensate, reimburse, or otherwise pay CONTRACTOR for services provided to medically-indigent patients. Nothing in this Contract is intended to create any duty on the part of COUNTY to pay for Emergency Ground Ambulance Service rendered to any individual.

RIGHTS AND REMEDIES NOT WAIVED

1. CONTRACTOR agrees and guarantees that the work herein specified shall be completed without further or additional compensation than that provided for in this Contract, and that the acceptance of work herein shall not be deemed to be a waiver by the COUNTY of any breach of covenants or conditions, or any default which may then exist on the part of CONTRACTOR, , shall in no way impair or prejudice any right or remedy available to COUNTY with respect to breach or default.

REPRESENTATIONS OF CONTRACTOR

1. **STANDARD OF CARE**
COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards 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.
2. **RECORDS MAINTENANCE**
CONTRACTOR shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Contract and shall make such documents and records available to COUNTY for inspection at any reasonable time. CONTRACTOR shall maintain such records for a period of five (5) years following completion of work hereunder.
3. **RECORD PROPERTY**
The parties agree that all data and records submitted to LEMSA under this Contract shall become and remain the property of COUNTY and LEMSA, and are subject to disclosure pursuant to the California Public Records Act. CONTRACTOR may assert that any portion of such data or records provided pursuant to this Section should be treated as confidential, and should be exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, CONTRACTOR shall provide a statement as to the basis for the claim of confidentiality specifying the exact exemption in law. COUNTY and/or LEMSA shall notify CONTRACTOR of any request for information for which CONTRACTOR has asserted a claim of confidentiality. CONTRACTOR may pursue its legal remedies to prevent disclosure of such information. Under no circumstances will the LEMSA, COUNTY or any of their agents, representatives, consultants, directors, officers or employees be responsible or liable to CONTRACTOR or any other party as a result of disclosing any such materials.
4. **CONFIDENTIALITY**
CONTRACTOR agrees to comply with all applicable state and federal laws and regulations regarding confidentiality. This paragraph shall survive termination of this Contract.

FORCE MAJEURE

1. DEFINITION

"Force Majeure" shall mean flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such party, the consequences of which in each case, by exercise of due foresight such party could not reasonably have been expected to avoid, and which by the exercise of due diligence it would not have been able to overcome.

2. EFFECT

Except as otherwise expressly provided in this Contract, no default in the performance of any obligations hereunder will be deemed to exist if such default is solely the result of a Force Majeure. In the event either party hereto is unable, by reason for Force Majeure, to carry out its obligations under this Contract, it is agreed that on such party's giving prompt notice of the full particulars of such event of Force Majeure relied upon, the obligations of the party giving such notice so far as they are affected by such event of Force Majeure, shall be excused during the continuance of such event of Force Majeure. A breach of this Contract caused by an event of Force Majeure shall as far as practical be remedied with all reasonable dispatch.

3. DILIGENT EFFORTS

During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this Contract. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders, preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under this Contract.

MISCELLANEOUS PROVISIONS

1. **CONSTRUCTION**
To the fullest extent allowed by law, the provisions of this Contract shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. CONTRACTOR and COUNTY acknowledge that they have each contributed to the making of this Contract and that, in the event of a dispute over the interpretation of this Contract, the language of the Contract will not be construed against one party in favor of the other. CONTRACTOR and COUNTY acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Contract. If a provision in any exhibit or addendum to this Contract conflict with any provision in this Contract, the provision of this Contract will control.
2. **CONSENT**
Wherever in this Contract the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
3. **NO THIRD PARTY BENEFICIARIES**
Nothing contained in this Contract shall be construed to create and the parties do not intend to create any rights in third parties.
4. **CAPTIONS**
The captions in this Contract are solely for convenience of reference and not part of this Contract and shall have no effect on its construction or interpretation.
5. **MERGER**
This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the Contract terms, pursuant to Code of Civil Procedure Section 1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.
6. **COMPLIANCE WITH APPLICABLE LAWS**
The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. The CONTRACTOR further warrants and represents that the payments made by CONTRACTOR to COUNTY under this Contract, shall be less than or equal to the CONTRACTOR's actual costs to provide the services and no funds shall be used by the CONTRACTOR in a manner that may violate 42 U.S.C Section 1320a-7b, the federal Anti-kickback Statute.
7. **COMPLIANCE PROGRAM**
Upon request CONTRACTOR will make available to the COUNTY and LEMSA a copy of its Code of Conduct, anti-kickback policies and other compliance policies. The LEMSA AND COUNTY must acknowledge receipt of such documents. CONTRACTOR warrants that its personnel shall comply with CONTRACTOR's compliance policies, including training related to the anti-kickback statute.
8. **HIPAA**
Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.

9. NON-EXCLUSION

Each party represents and certifies that neither it nor any practitioner who orders or provides services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in federal healthcare programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in federal healthcare program, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Contract, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

10. NO INFLUENCE ON REFERRALS

It is not the intent of either party to this Contract that any remuneration, benefit or privilege provided for hereunder shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Contract. Any payments specified in this Contract are consistent with what the parties reasonably believe to be a fair market value for the services provided.

EXHIBIT A
EXCLUSIVE OPERATING AREA MAP AND RESPONSE ZONE CLASSIFICATIONS

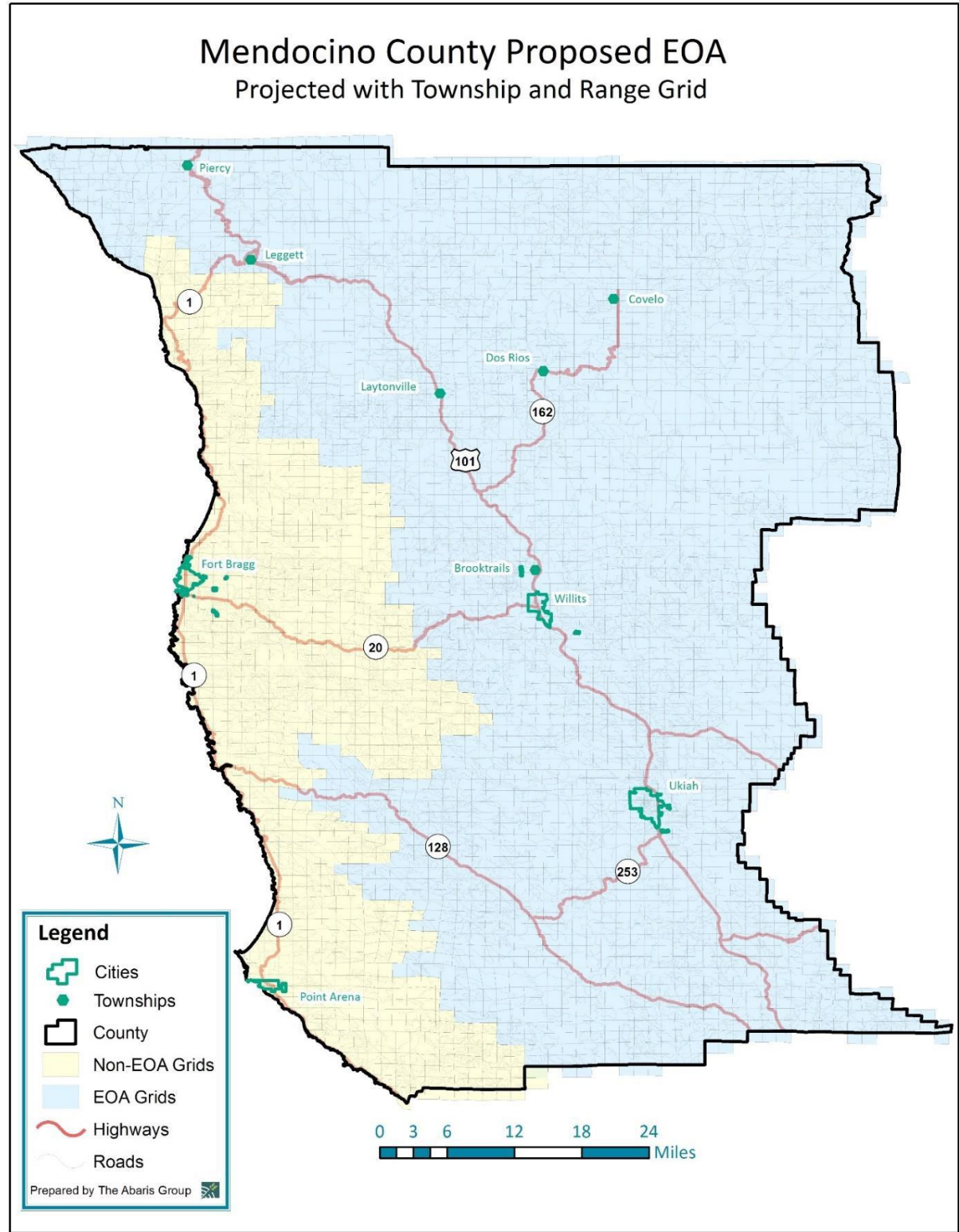


EXHIBIT B
CONTRACTOR RATE SCHEDULE

[END OF RATE SCHEDULE]

EXHIBIT C
COUNTY REQUEST FOR PROPOSAL

Contained herein by reference

EXHIBIT D
CONTRACTOR PROPOSAL SUBMITTED IN RESPONSE TO RFP

Contained herein by reference

EXHIBIT E

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth in the RFP and 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 Contract or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Contract by CONTRACTOR.

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

CONTRACTOR shall furnish to COUNTY certificates of insurance with endorsements evidencing at a minimum the following:

Commercial General Liability: Combined single limit for bodily injury, personal injury, and property damage at \$1,000,000 each occurrence and \$3,000,000 general aggregate.

Automobile Liability: Combined single limit bodily injury liability and property damage liability at \$1,000,000 each occurrence which may be satisfied through plus excess and/or umbrella liability insurance.

Workers' Compensation: Statutory coverage as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per occurrence. The policy shall be endorsed to waive the insurer's subrogation rights against the COUNTY.

Medical Malpractice-Professional Liability: Coverage for all applicable activities of the CONTRACTOR arising out of or in connection with this Contract for limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, covering CONTRACTOR's wrongful acts, errors, and omissions. The limits of this policy apply separately to this Contract. In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Contract and shall maintain tail insurance in effect for not less than two (2) years following completion of performance of this Contract.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT F
LIST SERVICE SUBCONTRACTORS

EXHIBIT G
CONTRACTOR'S CLINICAL PERFORMANCE OVERSIGHT PLAN

[END OF CLINICAL PERFORMANCE OVERSIGHT PLAN]

Attachment 6: Evaluator Scoring Tool

Mendocino County Evaluator Scoring Tool

Evaluator: _____

Evaluator Rating Descriptions	Points Awarded
Excellent: The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor and the element contributes appropriately to the meeting the requirements of the criterion.	100%
Good: The proposal addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.	75%
Fair: The proposal broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.	50%
Poor: The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.	25%
Fail: The proposal fails to address the element in all aspects and its relationship to supporting the criterion.	0%

Proposal Section	Evaluator Rating					Possible Points	Total Points
	Excellent	Good	Fair	Poor	Fail		
Credentials, Experience, and Local Management Team						75	
Compensation Package and Working Conditions						25	
Incumbent Work Force						15	
Response-Time Commitment						20	
Fiscal Strength						20	
Equipment Maintenance and Management						10	
Billing/Collection Program and Data Integration						20	
System Status Plan/Unit Hour Commitment						25	
Integration with Existing EMS Providers						75	
Commitment to EMS System and the Community						15	
Proposed Patient Charges						25	
Clinical Quality Improvement Plan						75	
Total						400	



Carmel J. Angelo, County Executive Officer
Mendocino County Executive Office
501 Low Gap Road, Rm. 1010
Ukiah, CA. 95482

February 28th, 2019

Dear Ms. Angelo

The City of Ukiah and the Ukiah Valley Fire Authority have received and reviewed the Request for Proposals (RFP) to establish an Ambulance Exclusive Operating Area (EOA) in the inland portions of Mendocino County submitted by Coastal Valleys EMS. Per our Memorandum of Understanding (MOU) from May of 2018 we are submitting our grave concerns and comments on the RFP.

Our position, and concern, from the outset of this process has been that the EOA would lead to a degradation of service levels to the residents of the City and District. These concerns have been expressed numerous times and the City was given assurances from the County in September of 2017 that these concerns would be addressed. Sadly, they have not been. The RFP as submitted constitutes a major reduction in service level for not just our citizens, but for all those within the EOA. Our concerns, in general, are outlined below.

The response times listed in the current draft are simply unacceptable. They are much slower than those required in other similar urban and suburban areas, even those required by Coastal Valleys in Sonoma County. They are much slower than the historical averages, and in fact, are slower than what would be an outlier resulting in an outright fine in other counties.

The financial penalties, or liquidated damages, as the RFP calls them, are paltry at best and provide little to no financial incentive to maintain adequate unit hours throughout the area proposed to be served. As stated before, the ninety percent (90%) required response times are less than what would cause the contractor to be fined as an outlier in adjacent counties, and the time limits for the outliers are just as bad. Further, the RFP does not specify where the monies collected, if any actually were, would go. Who would get them, how would they be spent? We also see no credible reason why the contractor should be able to average out their response time averages over half a year. Monthly is far more industry standard, and is done by even small contractors in small communities, so there should be no reason they could not do so here.

The document states that there is no general subsidy from the County, but also estimates that the dispatch costs would only be \$60,000.00 to start. The City of Ukiah pays over \$200,000.00 per year for dispatch services, the vast majority of which are for medical calls. The cost for those calls should be paid for by the contractor not just in Ukiah, but throughout the EOA. If not, then both the City and the County are subsidizing the private provider. Given the incredibly lax response time requirements proposed, one could also argue that the City is subsidizing the private provider by having to remain on scene and unavailable for other responses for extended periods.

Finally, one of the issues raised previously by the City was the integration of services between the transport provider and existing fire service first responders. The City had asked that such integrations be identified and part of the RFP, not negotiated during the bidding process or afterward. Again the City was

given assurances by the County that this would be addressed. It was not. While there is language in the RFP that encourages bidders to form partnerships, there is little to no incentive, financial or otherwise for them to do so.

Based on all of the above, and per the MOU from May of 2018, we request to meet and confer with the County regarding our concerns as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sage Sangiacomo", written over a horizontal line.

Sage Sangiacomo
City Manager
City of Ukiah

A handwritten signature in blue ink, appearing to read "Douglas Hutchison", written over a horizontal line.

Douglas Hutchison
Fire Chief
Ukiah Valley Fire Authority



AGENDA SUMMARY REPORT

SUBJECT: Ratification of a Resolution Declaring a Local Emergency Related to the 2019 Winter Storm Event, and Receive a Status Update Report.

DEPARTMENT: Administration

PREPARED BY: Tami Bartolomei

ATTACHMENTS:

[Attachment 1 - Resolution Ratifying Local Emergency](#)

Summary: On February 25, 2019, staff received reports from the National Weather Service Eureka Office that an atmospheric river system was moving into the Ukiah Valley bringing high winds, substantial precipitation, and flooding that could potentially impact the area. The weather system that moved through the area caused damage to critical infrastructure and issuance of an evacuation warning to the Oak Manor area. The Council will consider ratification of the proclamation declaring a local emergency.

Background: The National Weather Service at 10:00 pm on Monday, February 25th issued an advisory that the current storm system had the potential to move slowly or stall over the Ukiah Valley. On February 26th at 2:00 a.m. Emergency Management staff who was monitoring the storm system determined the Russian River at Ukiah had reached 18.1 ft. flood stage, and that in fact flooding had occurred at both Perkins Street and Talmage Road causing road closures.

On February 26th the National Weather Service forecasted the Russian River at Hopland to peak at 24.1ft by 1:00 am Wednesday morning, that forecast changed later in the day to 25.3 ft. The potential threats to the Ukiah Valley were severe bank erosion causing widespread flooding of farm land, buildings and low-lying homes in the

RECOMMENDED ACTION: Approve ratified Resolution declaring a local emergency related to the 2019 winter storm event, and receive a status update report.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager and David Rapport, City Attorney

Approved:


Sage Sangiacomo, City Manager

Hopland, Ukiah and Talmage areas. This level of flooding caused 6100 acres to flood in February 1940.

The City of Ukiah's Emergency Operations Center was activated to level 2 and city staff working with the County of Mendocino Office of Emergency Services (OES), Mendocino County Sheriff's Office, Health, and Human Services, and Ukiah Unified School District to began planning response and recovery activities for this winter storm event.

On February 26th the City of Ukiah issued an Evacuation Warning for the Oak Manor area. City staff went door to door advising residence of the potential threat to the community. In addition, the City responded to a number of flooding impacts throughout the City including flooding on School and State Streets in downtown Ukiah.

As a result of high inflows to the plant (20 MGD), and limitations on discharge capacity (6 MGD) the City's Wastewater Treatment Plant (WWTP) began running out of storage on February 26th. City staffed maximized storage by transferring water and other operational efficiencies, but by 6:00 am on February 27th the percolation ponds were on the verge of over-topping.

In order to avoid levee failure that would result in the eminent discharge of roughly 120 million gallons into the river, staff installed emergency pumps on the levee adjacent to the river and began over-boarding disinfected secondary wastewater to the river. This decision was made in consultation with the Director of Water Resources and the City Manager. Staff immediately notified the State Water Resource Control Board as well as OES of the discharge. The pumps that were originally installed prevented over-topping but did not create any freeboard. Staff had larger pumps delivered from Woodland that were utilized in concert with the original pumps.

Discussion: Given the impacts, extent of damage and required response, it was determined by the City Manager/Emergency Director a local emergency existed and issued a proclamation declaring a Local Emergency (Exhibit A to Attachment #1).

A Local Emergency Proclamation issuance must take place within 10 days of the occurrence of a disaster and if issued by an official designated by City ordinance, the Emergency Proclamation must be ratified by the governing body within 7 days of issuance. Staff is recommending Council approve ratification of the Resolution declaring a local emergency (Attachment #1).

RESOLUTION NO. 2019-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH RATIFYING FEBRUARY 27, 2019, PROCLAMATION OF A LOCAL EMERGENCY****WHEREAS:**

1. On February 27, 2019, under the authority in Ukiah City Code Section 5125 (Ordinance No. 995, §1), the Director of Emergency Services proclaimed the existence of a local emergency as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City") beginning February 25th and conditions still exists. A true and correct copy of the Resolution Proclaiming Existence of a Local Emergency is attached hereto as Exhibit A and incorporated herein by this reference; and
2. While heavy rainfall has temporarily stopped, soils are saturated, heavy run-off continues, conditions at the City's Wastewater Treatment Plant continue to risk a breach of the holding ponds, and additional rainfall is predicted, all of which threaten to continue or create local emergency conditions; and
3. The City Council has reviewed Exhibit A and concurs with the findings in the Proclamation; and
4. The City Council will review this declaration at its next regular meeting, occurring not more than 14 days from the date the Resolution Proclaiming Existence of a Local Emergency is ratified by this resolution;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the proclamation of a "local emergency" by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City Council shall review the need for continuing the local emergency at least once every 14 days until its termination is proclaimed by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby proclaims and orders that during the existence of a local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the City shall be those prescribed by (1) state law, (2) City ordinances and resolutions adopted by the City Council and (3) the City Operational Area Emergency Plan, as approved by the City Council.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the County of Mendocino Office of Emergency Services (OES) with a request that OES forward the Resolution to California Office of Emergency Services Director, Mark Ghilarducci for concurrence of a local emergency.

PASSED AND ADOPTED this 6th day of March 2019, by the following roll call vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

Maureen Mulheren, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Ukiah City Code Section 5125 (Ordinance No. 995, §1) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session: and

WHEREAS, on February 21, 2019, the Governor of California proclaimed that the atmospheric river system that has swept across California has created conditions producing a State of Emergency in counties throughout the state; and

WHEREAS, the County of Mendocino proclaimed a Local Emergency on February 26, 2019, due to the severe winter storms commencing on February 25, 2019; and

WHEREAS, the Director of Emergency Services of the City of Ukiah does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City, caused by the severe winter storms which began to impact the City on February 25, 2019; and

WHEREAS, on the February 26, 2019, heavy rains from the winter storm have produced inflows to the City's Wastewater Treatment Plant that exceed the secondary effluent storage capacity of the plant's percolation ponds; and

WHEREAS, these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council of the City of Ukiah is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Ukiah.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and ordinances and resolutions of this City, and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by City Council of the City of Ukiah.

Dated: 2-27-19 By: Sage Squire
Director of Emergency Services

Print Name Sage Squire
Address 300 Seminar, Ave.



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager and Police Chief to Implement a Relocation Program for Recruiting Police Officers .

DEPARTMENT: Police

PREPARED BY: Justin Wyatt

ATTACHMENTS:

None

Summary: The City Council will consider approving a relocation program consisting of a one-time payment of \$8,000 to newly hired police officers, to aide in their relocation and move-in expenses.

Background: The Ukiah Police Department has been understaffed for many years, with the number of trained police officers consistently well below reasonable levels for the corresponding workload and call volume. Recruiting both lateral and recruit-level police officers has been more challenging, with fewer and fewer police officer applicants combining with higher and higher failure rates in the hiring process. This is an industry trend for law enforcement across the U.S.

Further complicating the issue is a well-known and widely recognized long-term housing shortage in the Ukiah Valley. This shortage has created deficits in available housing and increased housing costs, and contributed to hiring challenges for many occupations in the area including law enforcement.

RECOMMENDED ACTION: Approve authorizing the City Manager and Police Chief to implement a relocation payment of \$8,000 for newly hired police officers.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

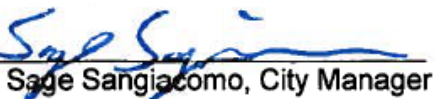
PROPOSED BUDGET AMOUNT: Program will be implemented utilizing budget savings from unfilled positions; FY 19-20 Budget will have a direct allocation recommended for this program.

FINANCING SOURCE: General Fund/Measure P

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager and Sheri Mannion, HR and Risk Management Director

Approved: _____


Sage Sangiacomo, City Manager

Discussion: The Department remains under-staffed and continues to be challenged in recruiting and hiring police officers. Of the declining number of police officer applicants, more and more are from out of the area. The most recent interview testing for police officer was attended by 6 applicants from outside of the region. Three of these applicants passed this stage of the testing process and will begin the background process, which continues to experience a high failure rate.

The Ukiah Valley continues to experience a housing shortage, and the cost of entering housing is becoming more and more significant and unaffordable for newly hired employees. Local industry has implemented creative solutions to aid newly hired employees in finding and affording housing.

Staff very recently conducted a recruiting event at a police academy in the Sacramento area, which was well attended by unemployed academy attendees. Many of these potential applicants asked articulate questions pertaining to the housing costs in our area, and were clearly concerned with housing availability.

The hiring process for law enforcement has become increasingly competitive with many California agencies offering hiring bonuses and paying for moving expenses.

Staff researched pricing and move-in costs for housing in the area, and determined \$8,000 would provide a newly hired police officer the means to relocate and obtain available housing.

Staff believes a relocation payment of \$8,000 will help increase interest in employment with the Ukiah Police Department, provide qualified applicants the ability to obtain housing and become established in the community, and is seeking Council approval. Note: The Department will continue to put a high priority on local recruitment and already has a program that pays for new recruits that reside in the community to attend the academy while employed with the City.



AGENDA SUMMARY REPORT

SUBJECT: Approve the Rejection of the Proposal Received from Fiduciary Resources, and Authorize the City Manager to Execute and Negotiate an Agreement for Vineyard Management Services to Mendocino Ag.

DEPARTMENT: Water Resources

PREPARED BY: Jarod Thiele

ATTACHMENTS:

[Attachment 1 - RFP- Vineyard Management Services](#)

[Attachment 2 - Mendocino Ag Proposal](#)

Summary: Council will consider approving the rejection of the proposal received from Fiduciarauthorizing the City Manager to Execute and Negotiate an Agreement for Vineyard Management Services to Mendocino Ag.

Background: The City owns approximately 45 acres of vineyards adjacent to the Wastewater Treatment Plant. The City acquired approximately 14 acres from the Mattern family around 2008. The property acquired from the Mattern family has been leased back to the Mattern family since it was acquired. The City acquired an additional 30 acres from Norgard Properties in 2018.

Discussion: The City needs to contract for vineyard management services for the recently acquired Norgard property. In addition, City staff thinks it is more effective to have all of the vineyards managed by one company in order to maximize efficiency of scale.

RECOMMENDED ACTION: Approve the Rejection of the Proposal Received from Fiduciary Resources, and Authorize the City Manager to Execute and Negotiate an Agreement for Vineyard Management Services to Mendocino Ag.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: Revenue TBD; 10% of the gross annual sales

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sean White, Water Resources Director; Mary Horger, Procurement Manager

Approved:


Sage Sangiacomo, City Manager

Staff released Request for Proposals (RFP) (Attachment 1) for vineyard management services and three proposals were received. Upon review, only one company complied with all of the terms of the RFP and Addendum. One of the two proposal, received from Fiduciary Resources, was returned to them unopened, as they did not attend the Mandatory Pre-Proposal Conference.

Staff is recommending approval of staff's refusal to accept the proposal from Fiduciary Resources, and approve the award of a contract to Mendocino Ag. Their proposal is shown in Attachment 2.



**WATER RESOURCES DEPARTMENT
REQUEST FOR PROPOSAL**

VINEYARD MANAGEMENT SERVICES

MANDATORY PRE- PROPOSAL MEETING THURSDAY, JANUARY 31, 2019

PROPOSAL DUE FEBRUARY 13, 2019 AT 2:00 PM

GENERAL INFORMATION / PROJECT LOCATION

The City of Ukiah has a population of 16,075 people and is located approximately 115 miles north of San Francisco, CA on the US Highway 101 corridor. Ukiah is the retail, government, and medical service hub to an area reaching a 50 mile radius and experiences a daytime service population exceeding 35,000 people.

The City of Ukiah requests proposals from qualified firms to manage 28.25 acres of vineyards owned by the City of Ukiah. The parcels are shown on Exhibit 1.

The sites are accessed via a public roadway with 14.25 acres, on two separate and non-adjointing parcels, planted to Pinot Noir and 14 acres of Chardonnay on one separate parcel that adjoins one of the parcels of Pinot Noir. The vineyards are maintained on a three-wire trellis system with metal posts and metal end stakes. There is a drip irrigation system with vineyard spacing consistently at 5'x8'. The yield per acre for the Pinot Noir over the last two crop years has averaged 5 tons per acre. The average price per ton sold was \$1,650. The yield of the Chardonnay is unknown.

The City has recently installed infrastructure for the use of Recycled Water for two of the three parcels. It is a requirement of this contract that Recycled Water will be used for irrigation and frost protection. In addition, should the City need to irrigate these two parcels in order to dispose of additional treated wastewater, arrangements with the Vineyard Manager will need to be made.

SCOPE OF SERVICES

The scope of services for the Vineyard Management Contract shall include the tasks described below, as well as other elements or modifications, which may be suggested by individuals presenting proposals to better meet the needs of the City. All services shall be provided in accordance with the City's draft professional services agreement, a sample of which is attached as Attachment "A". The firm's proposal shall include, but not be limited to the following:

- Review and evaluate existing information and locations in order to fully explain what services will be provided by the firm. Services are to include all aspects of proper vineyard management.
- Provide a detailed description of the responsibilities of the City during the Vineyard Management Contract period.
- Provide a detailed fee proposal for the Vineyard Management Services

SCHEDULE

- Mandatory Pre-Proposal Meeting- January 31, 2019 at 11:00 am at 300 Plant Road, Ukiah, CA
- Proposals to provide Vineyard Management Services will be received until 2:00 PM on February 13, 2019
- City Council award of professional services agreement to selected consultant- February 20, 2019

- Provide insurance certificates/execute professional services agreement- March 1, 2019
- Commence Vineyard Management Services- March 2, 2019

CONSULTANT'S PROPOSAL

Proposals shall be labeled:

“Vineyard Management Services”

Proposals shall be submitted to:

City of Ukiah
Water Resources Department
Attn: Sean White
411 West Clay Street
Ukiah, CA 95482-5400

Five (5) copies of the PROPOSAL and one ELECTRONIC copy are required. Proposals must be received prior to 2:00 PM, February 13, 2019

Proposals shall include as a minimum the following:

Contract approach and schedule

Describe the proposed approach and procedures to be used in completing the tasks described in the Scope of Services. Include a proposed schedule showing completion of the various tasks.

Cover letter

The cover letter should include a brief overview of the specific approach and procedures the firm proposes to complete the tasks described in the Scope of Services. Please explain why the proposal is the best proposal for the City. The cover letter must be signed by an official authorized to bind the successful firm contractually and shall contain a statement to the effect that the proposal is a firm offer for a minimum period of thirty (30) days after the submittal date. The letter accompanying the proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

Contract Team

Describe the qualifications and experience of the firm as related to the requested services and the proposed staff to be assigned to this project. Describe the qualifications and experience of any proposed sub-consultants and identify the work they will accomplish. Firms, sub-consultants and proposed staff must demonstrate experience with similar contracts. Provide the name and brief resume of the individual who will be primarily responsible for the contract.

Fee proposal

Please submit the fee proposal in a separate, sealed envelope marked “Fee Proposal.”

References

Provide a list of similar projects for which the firm has completed similar projects with a list of at least three client references associated with these projects. Include client references for any proposed sub-consultants. Provide names of contact person, addresses and telephone numbers for all client references.

Exceptions

Identify any exceptions you are proposing with respect to the Scope of Services. Additionally, if there are any exceptions to the City’s insurance requirements and/or the City’s draft professional services agreement as shown in the attachments, the Consultant should list the exceptions in the proposal.

INSURANCE REQUIREMENTS

The insurance requirements are set forth in Attachment “B”.

EVALUATION OF CONSULTANT’S PROPOSAL

The following evaluation criteria will be used in evaluating and selecting candidates:

1. Candidate’s specialized experience and technical competence as applicable to the services required. Resumes must be furnished for the proposed Vineyard Manager
2. Candidate’s past record of performance on similar contracts
3. Candidate’s capacity to perform the work.
4. Candidate’s familiarity with the type of problems applicable to the contract.
5. Candidate’s demonstrated experience in Vineyard Management.

SUPPLEMENTAL REFERENCE INFORMATION

The following documents are provided for your reference:

A draft professional services agreement, Attachment “A.”

Insurance Requirements, Attachment “B.”

RIGHT OF REFUSAL

The City reserves the right to reject any and all proposals without qualifications. Proposals will be considered only in their entirety. The City reserves the right to negotiate the specific requirements and costs for the East Perkins Street Widening and Utility Improvement Project Plans

QUESTIONS

Questions shall be directed to Sean White, Water Resources Director, 411 West Clay Street, Ukiah, CA 95482-5400, voice phone: (707) 467-5712, **preferred method via email:**

swhite@cityofukiah.com

ATTACHMENT "A"

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES [Design Professional]

This Agreement, made and entered into this ____ day of _____, 2015 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within _____ from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$-----. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which

shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant

has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from ----- to -----.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, after notice to Consultant that City has paid the premium, the cost of insurance may be deducted from the compensation otherwise due the contractor under the terms of this Contract.

G. Subcontractors

Consultant shall include all sub-contractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.

- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.
- 7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.
- 8.0 NOTICES
Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: _____

Date

PRINT NAME: _____

IRS IDN Number

CITY OF UKIAH

BY: _____

Date

CITY MANAGER

ATTEST

CITY CLERK

Date

ATTACHMENT "B"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant(s) shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant(s), his agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. **Errors and Omissions liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per occurrence. If written on a claims-made basis, insurance coverage must cover claims filed within 3 years after contract work completed.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to

contain, the following provisions:

A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

B. The workers' compensation policy is to be endorsed with a waiver of subrogation. **The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.**

C. For any claims related to this project, the Consultant's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287 or FAX (707) 463-6204**

Revised: 11/20/08



January 29, 2019

ADDENDUM NO. 1

SUBJECT: VINEYARD MANAGEMENT SERVICES

To all Prospective Firms:

Included Herewith is Addendum No.1 for the Subject Request for Proposals Removing the Following Insurance Requirements:

- 1) **Attachment A: Section 6.1.A.1- Completed Operations Form No. CG 20 37 10 01**
- 2) **Attachment B: Section I.A- Completed Operations Form No. CG 20 37 10 01**

The proposal due date for this project will still be: February 13, 2019 AT 2:00pm.

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION THIS SIGNED ACKNOWLEDGEMENT MUST BE SUBMITTED WITH THE PROPOSAL.

This Addendum is being sent to you in order that this office may be assured all firms have received same. It should be noted it is the responsibility of the consultant to notify all prospective sub consultants of any and all changes.

Sincerely,

Sean K. White
Director of Water Resources

ACKNOWLEDGEMENT

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed: _____

Date: 1/20/19



February 13, 2019

City of Ukiah
Water Resources Department
Attn: Sean White
411 West Clay Street
Ukiah, CA 95482-5400

Re: Vineyard Lease Proposal - 300 Plant Road Vineyards

Dear Mr. White,

Thank you for the opportunity to provide the City of Ukiah with a proposal for 300 Plant Road Vineyards in Mendocino County. We appreciate the mandatory pre-proposal meeting held on January 31, 2019 as it was beneficial to (1) tour all three vineyard sites and (2) address our questions between a management proposal and a lease proposal.

The enclosed Fee Proposal agreement is between Mendocino Ag, LLC (Mendo Ag) as Lessee and the City of Ukiah as Lessor. Mendocino Ag has partnered with its affiliated company Noble Vineyard Management, Inc. (NVM) to farm the vineyard on its behalf. Separating the leasing entity and the farming entity are done for tax and liability purposes. This is the manner in which all of the Mendo Ag's leased vineyards are managed.

We propose to farm the vineyard in a first-class manor consistent with other premium wine grape vineyards leased by Mendo Ag and farmed by NVM. All farming activities will be performed in a timely and efficient manner as more thoroughly outlined in Section 17 of the Fee Proposal.

The farming goal for each year will be to maximize the quality and quantity of the crop to achieve the highest potential revenue on behalf of the Lessor and Lessee. To this end, Mendo Ag has preliminarily secured a buyer for the 2019



MENDOCINO AG
LIMITED LIABILITY COMPANY

Chardonnay crop and are in negotiations with second winery for the 2019 Pinot Noir crop.

The proposed duration of the lease, as more thoroughly outlined in Section 4 of the Fee Proposal, is intended to provide the Lessor with maximum flexibility to ensure all or a portion of the property is readily available for future development.

We appreciate you considering this proposal. If selected, we will remain flexible in adapting this initial proposal to ensure that the Final Fee Proposal addresses any items not currently contemplated.

Kindest regards,

Tyler Rodrigue
Managing Member

Mailing Address: PO Box 807, Ukiah, CA 95482

Email: tyler@noblevm.com

Mobile Ph: 415-533-8642

Enclosures:

- Addendum No. 1, signed (5 copies)
- Introduction & Qualifications – NVM (5 copies)
- Bio / Resume Summary – NVM Management Team (5 copies)
- Vineyard Management References – NVM (5 copies)
- Vineyard Lease References – Mendocino Ag (5 copies)
- Fee Proposal (1 copy in sealed envelope)



City of Ukiah

January 29, 2019

ADDENDUM NO. 1

SUBJECT: VINEYARD MANAGEMENT SERVICES

To all Prospective Firms:

Included Herewith is Addendum No.1 for the Subject Request for Proposals Removing the Following Insurance Requirements:

- 1) **Attachment A: Section 6.1.A.1- Completed Operations Form No. CG 20 37 10 01**
- 2) **Attachment B: Section I.A- Completed Operations Form No. CG 20 37 10 01**

The proposal due date for this project will still be: February 13, 2019 AT 2:00pm.

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION THIS SIGNED ACKNOWLEDGEMENT MUST BE SUBMITTED WITH THE PROPOSAL.

This Addendum is being sent to you in order that this office may be assured all firms have received same. It should be noted it is the responsibility of the consultant to notify all prospective sub consultants of any and all changes.

Sincerely,

Sean K. White
Director of Water Resources

ACKNOWLEDGEMENT

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed: _____

Date: 1/20/19



01/13/19

300 Seminary Avenue • Ukiah • CA • 95482-5400

Phone: (707)463-6200 • Fax: (707)463-6204 • www.cityofukiah.com

NOBLE

VINEYARD MANAGEMENT

MEMORANDUM

Date: February 13, 2019
 To: Sean White - City of Ukiah, Water Resource Department
 From: Tyler Rodrigue & Dave Downey
 Re: Introduction & Qualifications - Noble Vineyard Management

Thank you for considering Noble Vineyard Management (Noble) as your farming partner. We welcome the opportunity to work collaboratively with you to achieve success in the vineyard. By way of background, Noble is a full-service, wine grape development and management company providing applied viticulture expertise for certified sustainable, organic and biodynamic farms vineyards located in Sonoma, Lake and Mendocino Counties. In addition to development and management services, Noble assists clients with grape marketability, regulatory compliance and general farm maintenance. Noble's values are outlined in its Mission and Vision Statements.

- **Mission Statement:** "To employ traditional and innovative farming practices that ensure consistent grape quality while enhancing the economic sustainability, environmental stewardship and social equity of California's North Coast wine grape industry."
- **Vision Statement:** "To be the most effective vineyard management partner to those farms and wineries that are relentless in their passion of producing high quality wine grapes and crafting superb wines of distinction; to build deep relationships with the land and our clients."

Noble is wholly owned by the Downey and Rodrigue Families and was officially formed in May 2016. The principals and management team of Noble are directly involved in local farming and public policy organizations. With hot button issues around water security, land use, labor resources, mechanization, and sustainable farming practices becoming

NOBLE

VINEYARD MANAGEMENT

more intense, Noble places a high value on being engaged with the community to help ensure agricultural interests are served.

The business of managing a farm has become exponentially more complex in light of labor regulation, water right reporting and air quality regulation. In addition to farming economies of scale, Noble offers Clients enhanced efficiencies with expert experience in managing third-party certifiers along with regulatory compliance and reporting.

Noble is a Federally and State licensed Farm Labor Contractor (FLC), certified sustainable management company with CSWA and Lodi Rules, and an active participant in California's North Coast wine industry.

Noble's business philosophy is based on the principals of simplicity, transparency and accountability. Noble's dedicated Leads, Forman, Field Crew and office personnel along with our up-to-date fleet of equipment work to ensure each job is done efficiently and effectively.

Please feel free to call or email me with any questions.



Tyler Rodrigue, President

Noble Vineyard Management

(707) 462-4168 x 700

(415) 533-8642

tyler@noblevm.com



NOBLE TEAM BIO/RESUME SUMMARY

TYLER RODRIGUE, President

Tyler Rodrigue serves as the President at Noble Vineyard Management and Noble Custom Harvesting. He is responsible for overseeing all operational and financial activities of the businesses.

Prior to forming Noble Vineyard Management and Noble Custom Harvesting, Tyler worked as the Vineyard Manager for Haiku Vineyards where he oversaw the day-to-day farming and business operations. Before returning to his agricultural roots, he worked in institutional real estate development and investing at Carmel Partners, JB Matteson, Tiburon Ventures and Heller Pacific. During this time he maintained a California Real Estate license and focused on West Coast acquisitions, land entitlement, construction management and asset management.

Tyler is a graduate of the University of California at Davis with a Bachelor of Arts degree in Managerial Economics and is a graduate of the University of San Francisco with a Master's degree in Business Administration. Tyler currently serves on the Board of Directors for: Russian River Flood Control and Water Conservation District, Mendocino WineGrowers Inc., and St. Mary of the Angels Foundation.

DAVID DOWNEY, Executive Vice President

David Downey serves as the Executive Vice President at Noble Vineyard Management and Noble Custom Harvesting. He is responsible for the coordination and implementation of all viticulture and custom harvesting activities.

NOBLE

VINEYARD MANAGEMENT

Dave was born and raised in Mendocino County's Ukiah Valley, where he grew up working in his family's vineyard. He learned farming from the ground up helping his father and grandfather at every opportunity. Following college, Dave returned to Mendocino County and worked for Mendocino Vineyard Company. While there he was able to merge his academic knowledge with on the ground experience while under the guidance of Mike Boer and Andy Beckstoffer. Dave was also, the Vineyard Manager for Mountanos Vineyards where he ran the day-to-day farming operation. In 2002, Dave started his own vineyard management company.

Dave is a graduate of Fresno State University with a Bachelor of Science degree in Viticulture. He is an active member of Mendocino WineGrower's Inc. He has helped organize and run the annual pruning contest for several years. In addition to farming and vineyard management, Dave has coached CYO, AAU and High School basketball for fourteen years. He is a proud father who is committed to keeping his family's multigenerational farming heritage thriving for the next generation.

DAVE KOBALL, Direct of Viticulture

Dave Koball serves as the Director of Viticulture for Noble Vineyard Management. Dave is responsible for overseeing viticulture and compliance operations, developing annual farm plans, water rights reporting and managing third party certifications for sustainability, organics and Biodynamics. Dave runs the project management activities on all development projects; this includes a detailed proforma and cash flow, laying out the vineyard design, designing the trellis/irrigation/frost system, procuring vine and trellis pricing and a project schedule.

Dave grew up as a kid on a tractor farming olive, prune, and walnut orchards in Northern California with his family. He moved to Mendocino County in 1994 after working

NOBLE

VINEYARD MANAGEMENT

as a post graduate researcher at UC Davis to work for the Fetzer Family as a vineyard manager on certified organic vineyards in Mendocino County, which were also some of the first in the county to be certified Biodynamic. From there, Dave developed the mountainous Butler Ranch for Bonterra vineyards where he eventually became Vineyard Director, overseeing as many as 1,200 acres of certified organic and Biodynamic vineyards on 15 different ranches, growing 20 different varietals for large production wines, as well as highly rated vineyard designate wines.

Dave is a graduate of the University of California at Davis, with a Bachelor's Degree in Plant Science/Plant Pathology, as well as Cornell University, with a Master's Degree in Plant Pathology where he researched the effects of environmental conditions on plant disease development. He is a member of the Board of Directors of the Mendocino County Resource Conservation District, California Land Stewardship Institute, which runs the Fish Friendly Farming program, and Committee Chair for the Mendocino County Farm Bureau Water Committee. Dave and his wife farm 15 acres of their own certified organic Chardonnay in the Ukiah valley, where their twin boys are learning farm management from the ground up.

TERRY ALLEN, Operations Manager

Terry Allen serves as the Operations Manager for Noble Vineyard Management. He is responsible for overseeing the day-to-day implementation of the vineyard farm plans and collaborating with the Direct of Viticulture on all development projects. He is also responsible for managing the shop and mechanics.

Terry was born and raised in Mendocino County before moving to Kansas as a teenager. It was during his time in Kansas that Terry was exposed to commercial farming and developed his passion for working the land. Following graduation, Terry began his

NOBLE

VINEYARD MANAGEMENT

career farming corn and wheat. Terry moved back to California in 1991 and accepted a position with Welch Vineyard Management Services, Inc. Terry has amassed extensive experience in organic and biodynamic farming and has completed viticulture course work at the University California at Davis.

Over his twenty-five-year career at Welch, Terry amassed experience farming in Lake, Mendocino, Napa and Sonoma Counties. Terry has managed and developed vineyards for an impressive list of clients including: Robert Mondavi Winery, Parducci Wine Cellars, Fetzer Vineyards, Arkley Vineyards, Brutocao Winery, Eco Terreno and numerous other producers.

In addition to managing and developing vineyards, Terry has knowledge running heavy equipment, building irrigation/frost ponds, scheduling and overseeing crews and designing irrigation, frost and trellis systems. Terry has skill managing tertiary facets of the business including pesticide and fungicide reporting and third-party vineyard certifications.

STEVE BRAY, Executive Vice President, Noble Construction

Steve Bray serves as the Executive Vice President of Noble Construction and is responsible for the coordination and implementation of all commercial and agricultural earthwork activities.

Steve is a lifelong resident of Northern California. As a young man, Steve started running construction equipment for the family business where he learned firsthand how to operate heavy equipment. It was during this time that Steve developed a passion for running big iron and tackling challenging jobs. With nearly a quarter century of earthwork experience at Ghilloti Brothers Construction, Green Right O'Way Construction, Kiewit

NOBLE

VINEYARD MANAGEMENT

Construction and Steve extensive experience as an Equipment Operator, Job Foreman, Project Superintendent, Construction Manager and Business Owner.

Throughout his career Steve has been part all aspects of heavy civil construction projects including vineyard development, ag ponds, building pads, subdivisions and subdivision infrastructure, deep underground boring and piping, paving and roadway prep, mass excavation and earth moving, drilling and concrete shooting, steel and concrete bridge work, and large-scale demolition.

Some of Steve's notable public/private construction projects include the Doyle Drive Parkway Redevelopment in San Francisco's Park Presidio, Folsom Dam Auxiliary Spillway, I-405 HOV Sepulveda Pass Widening, Harry Tracy Water Treatment Plant and Marsh Landing Generating Station.

Steve is a licensed General Engineering Contractor with California Contractors State License Board. In addition to his business pursuits, Steve enjoys hiking and camping with his family and watching his two daughters, who are each on scholarship playing in Division I at the University of Northern Colorado in Greeley, with his wife.

NOBLE

VINEYARD MANAGEMENT

MEMORANDUM

Date: February 13, 2019
 To: Sean White - City of Ukiah, Water Resource Department
 From: Tyler Rodrigue & Dave Downey
 Re: Vineyard Management References

Vineyard Management Reference #1

Project: Parducci Wine Cellars
 Contact: Al White
 Mail: 501 Parducci Road
 Ukiah, CA 95482
 Email: alw@saber.net
 Phone: 707-272-4471

Vineyard Management Reference #2

Project: Vintage Wine Estates
 Contact: Aaron Niderost
 Mail: 13300 Buckman Drive
 Hopland, CA 95449
 Email: aniderost@vintagewineestates.com
 Phone: 707-272-1696

Vineyard Management Reference #3

Project: Patianna Vineyards
 Contact: Patti Fetzer
 Mail: 9900 Old River Road
 Ukiah, CA 95482
 Email: patti@patianna.com
 Phone: 707-467-9755

Vineyard Management Reference #4

Project: TEAK Vineyard
 Mendocino Hill Vineyards
 Contact: Tom Gore
 Email: tgore2@gmail.com
 Phone: 707-310-2181



MENDOCINO AG

LIMITED LIABILITY COMPANY

MEMORANDUM

Date: February 13, 2019
 To: Sean White - City of Ukiah, Water Resource Department
 From: Tyler Rodrigue & Dave Downey
 Re: Vineyard Lease References

Vineyard Lease Reference #1

Project: 7 Acre Vineyard Development Lease
 Lessor: Potter Valley Community Parks and Recreation
 Contact: Katie Delbar
 Mail: PO Box 247
 Potter Valley, CA 95469
 Email: pottervalleyparksandrec@gmail.com
 katie.delbar@ca.usda.gov
 Phone: 707-391-7409

Vineyard Lease Reference #2

Project: Thurston Vineyard
 Contact: Dennis Thurston
 Mail: 4400 Old River Road
 Ukiah, CA 95482
 Email: dthurston@thurstonautoplaaza.com
 Phone: 707-462-4003

Vineyard Lease Reference #3

Project: 19 Acre Vineyard Development Lease
 Lessor: Dave Koball and Amy Smith
 Contact: Dave Koball
 Mail: 417 North Oak St.
 Ukiah, CA 95482
 Email: k2farmingllc@gmail.com
 Phone: 707-272-4655

Vineyard Lease Reference #4

Project: 55 Acre Vineyard Lease
 Lessor: Tony Bello
 Contact: Tony Bello
 Mail: PO Box 3728
 Santa Rosa, CA 95402
 Email: n/a
 Phone: 707-544-5867

300 Plant Road Vineyards

FEE PROPOSAL - Vineyard Lease and Management Agreement

Recitals

1. Landlord, City of Ukiah, is the owner of approximately 35 acres of real property located at 300 Plant Road in the County of Mendocino, California, known as "300 Plant Road Vineyards", referred to herein as Vineyard.
2. Tenant, Mendocino Ag, LLC, wishes to lease and manage from landlord as approximate 28.25-acre portion of this real property, specifically the vineyard currently planted to the Pinot Noir and Chardonnay variety of grapes.
3. Tenant wishes to farm and manage the Vineyard and perform such services, all on the terms and conditions set forth in this Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Agreement

4. **Term and Duration.** This lease Agreement shall commence on March 2, 2019 and shall terminate on December 31, 2019; provided, however, unless written notice of termination shall have been given by one party to the other by December 31st of each year beginning in 2019, then this Agreement shall be extended automatically for one additional harvest year. If one of the parties hereto gives written notice of termination to the other party, then this Agreement shall terminate on December 31st following the first (1st) harvest following the date of notice. Effectively this is a two-year initial lease term with annual renewal unless notice of termination is provided by either party. One year required to terminate Agreement, i.e. 2019 notification for 2020 post-harvest termination.
5. **Rent & Operating Expenses.** Tenant shall own the crop during the entire Term and Duration lease term. The Tenant will be responsible for selling the crop and paying for all the direct farming expenses. The Landlord will be responsible for all the property expenses (such as property tax expense, insurance, building repairs and maintenance, etc.). The rent paid to Landlord will be ten percent (10%) of the gross annual winegrape sales during the Term and Duration of the lease. Tenant shall retain ninety percent (90%) of the gross annual winegrape sales during the Term and Duration of the lease. Landlord's rent will be paid on March 1st of the year immediately following harvest of the Vineyard.
6. **Use and Occupancy.** The Landlord hereby leases to the Tenant, to use for viticulture purposes.

7. Utilities. Tenant shall pay all costs in connection with Tenant's operations upon the Vineyard, including but not limited to costs of preparing the Vineyard for planting of crops, production costs, costs of tools and labor, electricity and other utilities, and costs of irrigation.
8. Labor, Power, Machinery. Landlord agrees to furnish the Vineyard as described above. Tenant agrees to furnish all labor, power, machinery and movable equipment and all related operation and maintenance expenses to operate the Vineyard except Landlord's Equipment. At this time, the Landlord has no equipment.
9. Repairs of Equipment. Tenant is responsible for maintenance including but not limited to fuel (gas, propane or diesel).
10. Taxes and Impositions. Landlord covenants and agrees to pay, prior to delinquency, all real estate taxes, governmental impositions, special assessments and general assessments which are levied or assessed against the Vineyard and which become payable during the term of this Lease.
11. Crop Insurance. Crop Insurance in connection with the Premises and Tenant's operations thereon shall be maintained as follows: Tenant shall pay the crop insurance premium cost.
12. Workers Compensation and Liability Insurance. Tenant shall be responsible for and provide workers' compensation and public liability insurance insuring Landlord, and its respective officers, directors, shareholders, employees, agents, and representatives, against any liability for accidents occurring on the Vineyard or for any injury or damage of any nature claimed to have resulted from or in any way connected with the activities of the person or entity insured in connection with the operation of the Vineyard in amounts not less than \$1,000,000 for each occurrence. Tenant shall also direct that its contractors or subcontractors employed in the operations of the Vineyard carry liability insurance and shall require and maintain in its files written documentation of such coverage. Tenant shall provide worker's compensation insurance insuring its employees engaged in the operation of the Vineyard under this Agreement. Tenant shall also direct that its contractors or subcontractors employed in the operations of the Vineyard carry worker's compensation insurance for the benefit of their employees, and shall require and maintain in its files, with copies to Landlord, written documentation of such coverage.
13. Limitation on Landlord Liability. Subject to the provisions of this Lease, Tenant covenants and agrees that during the term of this lease, Landlord shall not be liable or responsible for damages for any personal injury or injuries, death, damage or loss to any persons or property that may be suffered or sustained on or about the Vineyard or any part thereof and which arise from Tenant's failure to keep the Vineyard in good condition and repair or from the use or occupancy of the Vineyard by Tenant or its agents, contractors, employees, or invitees.
13. Improvements. Without the prior written consent of Landlord in its sole discretion,

Tenant shall not make or erect on the Vineyard or on any portions thereof, any building, improvement, structure or appurtenances thereto.

14. Compliance with Laws. During the Lease Term, Tenant shall comply with all applicable laws, ordinances, orders, rules, regulations and requirements of Federal, State, County, City, and Municipal Governments, departments, bureaus, boards, commissions and officials with respect to the premises, the improvements thereon or the use or occupancy thereof. Tenant shall have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings (which shall be conducted diligently and in good faith in the name of Landlord or Tenant or both), and without cost or expenses to Landlord, the validity or applicability of any law, ordinance, order, rule, regulation or requirement referred to in Section 18, and Tenant shall have the right to delay observance thereof and compliance therewith until such contest is finally determined and is no longer subject to appeal, provided that observance and compliance therewith pending the prosecution of such proceeding may be legally delayed without subjecting Landlord to any criminal liability or fine.

15. Tenant's Obligations. Tenant shall keep the Vineyard in good order, condition and repair throughout the Lease Term. On the last day of the Lease Term, or on sooner termination of this Lease, Tenant shall surrender the Vineyard to Landlord in good and sound condition, ordinary wear and tear excepted, clean and free of debris.

16. Repairs. Repairs to the Vineyard, as may be required to maintain the Vineyard in good and safe condition, will be the responsibility of Tenant.

17. Farming. In farming and managing the Vineyard, Tenant agrees to perform or cause to be performed in a timely, efficient and economical manner, all acts and services which reasonably may be necessary or desirable in order to ensure that the Vineyard is cared for, maintained and operated as a winegrape vineyard. Tenant hereby represents and warrants that it has, or will obtain, all necessary licenses and permits to perform all services and tasks envisioned hereunder.

In performing its duties and obligations hereunder, Tenant shall:

- a. Follow the viticultural requirements reasonably requested by Owner to produce fruit of premium quality and fully developed varietal character;
- b. Prune, sucker, thin and leaf pull the Vineyard;
- c. Irrigate, fertilize and cultivate the Vineyard;
- d. Control weeds, diseases and pests in the Vineyard;
- e. Care for and maintain wells, pumps, pipelines, irrigation systems and other improvements on the Vineyard;
- f. Harvest the grapes grown on the Vineyard;
- g. Provide labor, machinery, equipment and materials reasonably required or useful to manage the Vineyard to accomplish the foregoing;

- h. Store and use pesticides, fertilizers, and other chemicals, and dispose of containers in accordance with state and federal regulations and recommendations. Furnish the Landlord a written, field by field, record of the amounts, kinds, and dates of applications of pesticides and fertilizers;
 - i. Not store motor vehicles, tractors, fuel, and chemicals on the Vineyard in violation of restrictions in the Landlord's insurance policies.
- 18. Authority of Tenant. Tenant shall have general power and authority to perform its duties and obligations hereunder, and to act in all matters relating to or concerning the care, maintenance and operation of the Vineyard as a winegrape vineyard.
- 19. Tenant's Employment of Employees. Tenant shall be solely responsible for selecting and hiring its own employees and for their supervision, direction and control. Moreover, Tenant shall be solely responsible for setting wages, benefits, hours and working conditions for such employees; for furnishing, during the entire period of this Agreement, worker's compensation insurance coverage; for paying wages and social security; for paying unemployment insurance and disability insurance contributions; and for withholding taxes with respect to such employees.
- 20. Sole Agricultural Employer. Tenant acknowledges and agrees that Tenant is the sole agricultural employer of persons engaged to perform agricultural services pursuant to this Agreement. In performing its duties and obligations under this agreement, Tenant shall direct the operation of its labor and equipment in all respects and shall determine the method, means and manner of its performance.
- 21. Emergencies. Notwithstanding the fact that Tenant may be required to obtain the consent of Landlord or Landlord's designated agent under this agreement before taking certain actions, in the event emergency circumstances arise with respect to the vineyard which would require prompt action on the part of a reasonably prudent vineyard farmer, and in the event that time does not reasonably permit the obtaining of any required consent hereunder or such consents otherwise are not reasonably obtainable, Tenant may take all actions which under the circumstances would be taken by a reasonably prudent vineyard farmer to prevent or mitigate damage, and any such actions shall be taken in accordance with the standards set forth herein.
- 22. Events of Tenant Default. The following shall constitute events of default ("Events of Default") under this Lease:
 - a. Tenant shall fail to make payment of Rent payable by Tenant under the terms of this Lease by March 1st of the year immediately following harvest of the Vineyard;
 - b. Tenant shall fail to perform any other agreement or covenant of Tenant under this Lease and Tenant shall fail to cure such default within thirty (30)

days after written notice thereof from Landlord; provided, however, if such default may not be reasonably cured by Tenant within such thirty (30) day period, then no Event of Default shall occur hereunder provided Tenant commences cure within such thirty (30) day period and thereafter diligently pursues cure to completion;

- c. Tenant shall make any general arrangement or assignment for the benefit of creditors, any petition shall be filed by or against Tenant under any chapter of the Federal Bankruptcy Code, or any successor statute thereto, or Tenant shall be adjudicated as a bankrupt or insolvent, or a receiver or trustee shall be appointed to take possession of all or substantially all of the assets of Tenant, or any other action shall be taken or suffered by Tenant under any State or Federal insolvency or bankruptcy law.
24. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord, with notice or demand, may at its option terminate Tenant's right to possession of the Premises on account of such breach.
 25. Assignment. Tenant may not assign its interest in this Lease unless it obtains Landlord's prior written consent, which consent shall not be unreasonably withheld; provided, however, no such assignment shall release Tenant from liability hereunder.
 26. Transfer of Ownership. Landlord's transfer of ownership of the real property located at 300 Plant Road, including the Vineyard, shall not terminate the lease. The Lease runs with the land. In the event Landlord transfers ownership of the property during the lease term, voluntarily or not, Tenant shall be entitled to finish the lease term.
 27. Severability. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which such term or provision is held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid and to be enforced to the fullest extent permitted by law.
 28. Successors and Assigns. Except as otherwise provided in this Lease, all covenants, agreements, provisions, and conditions of this Lease shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
 29. Subordination. This Lease and all of Tenant's right, title and interest in the Vineyard are demised hereunder and shall be subject and subordinate to any mortgages or deeds of trust that now exist or that may subsequently be placed upon the Vineyard, to all advances made under them, and to all amendments, modifications, extensions or replacements of them.
 30. No Waiver. No waiver by either party of any covenant or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver by such

party of any subsequent breach of such covenant or condition, or justify or authorize the nonobservance by the other party on any other occasion of the same or any other covenant or condition hereof.

31. Interpretation. This Lease shall be construed in accordance with the internal laws of the State of California without application of the conflicts of laws, provisions thereof. Whenever the contents of any provision shall require, the singular number shall be deemed to include the plural number, and vice versa, and the reference to any gender shall be deemed to include reference to all other genders. This Lease has been drafted by both parties and shall not be construed either for or against Landlord or Tenant. The captions and headings of the Sections of this Lease are solely for convenience and shall not be deemed to be a part of this Lease for the purpose of construing the meaning hereof or for any other purpose.
32. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the letting, managing and hiring of the Vineyard described above and this Lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto or their respective successors or assigns.
33. Attorneys' Fees. If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees and costs as determined by the court, in addition to any other relief to which it may be entitled.
34. Access to Vineyard by Landlord. Landlord shall at all times have the right to access the Vineyard.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on this _____
day of _____, 20____

City of Ukiah
Water Resource Department
Sean White
411 West Clay Street
Ukiah, CA 95482

Mendocino Ag, LLC
Tyler Rodrigue
Manager Member
PO Box 1030
Ukiah, CA 95482

Vineyard Map
300 Plant Road, Ukiah, CA 95482





AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments and if necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

DEPARTMENT: City Council

PREPARED BY: Kristine Lawler

ATTACHMENTS:

[Attachment 1 - 2019 City Council Special Assignments & Ad Hocs](#)

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments.

RECOMMENDED ACTION: Receive report(s). The Council may also consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

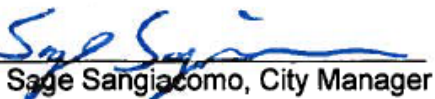
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Mulheren

Approved:


Sage Sangiacomo, City Manager

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers	501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5		IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Mayor	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Rick Seanor, Deputy Director of Public Works; 463-6296 rseanor@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers;	501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Greater Ukiah Chamber of Commerce Liaison ex officio	4th Wednesday of month, 9:00 a.m.	Conference Center 200 S. School Street Ukiah, CA		200 S. School Street Ukiah, CA 95482 462-4705	To represent and set policy for Chamber and area businesses	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com;
Main Street Program Board of Directors ex officio	1st Thursday of month, 8:00 a.m.	200 South School Street Ukiah, CA		200 S. School St. Ukiah, CA 95482 463-6729	Develops activities for downtown economic development program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com

2019 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	UPD Staff	Recommend to be assigned to staff - Forthcoming from UPD
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIASONS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter, Treasurer	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Bartolomei (appointed 12/19/18)	Kristine Lawler, City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen, Airport Manager (appointed 12/19/18)	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Orozco White (appointed 12/19/18)	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSa Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services		Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Crane Mulheren- Alternate	Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen, Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo, City Manager; 463-6221; ssangiacomo@cityofukiah.com
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Dan Grebil, Fire Authority Administrator; 462-7921 x400; dgrebil@cityofukiah.com

2019 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Rate Studies for Electric, Water, Sewer	Crane/Scalmanini	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 19/20 Budget	Crane/Brown	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion , Human Resource Director/Risk Manager; 463-6272,
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer;
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen , Public Works Director/City Engineer;
Vichy Springs Resort Litigation	Brown/Scalmanini	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt , Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Solar Proposal-Application Project	Crane/Scalmanini	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com

UPDATED 1-17-19