

GLENN MCGOURTY
DISTRICT 1
JOHN HASCHAK
DISTRICT 3



DARCIE ANTLE
CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

JAMES R. ROSS
INTERIM COUNTY COUNSEL

**MENDOCINO COUNTY
GENERAL GOVERNMENT COMMITTEE
AGENDA
REGULAR MEETING
May 22, 2024 - 9:00 AM**

Meeting Location(s): 501 Low Gap Road, Room 1070, Ukiah, CA. 95482 (Board Chambers)

Zoom Link: <https://mendocinocounty.zoom.us/j/89304446587>

Zoom Phone Number (if joining via telephone): 1 669 900 9128 ; Zoom Webinar ID: 893 0444 6587

Listed below are some of the Board of Supervisors Public Engagement options. For streaming options and a complete list of ways to interact with agenda items (or more information on any of these listed) please visit: <https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>

Written Comment

- Submit online via the eComment platform at <https://mendocino.legistar.com/Calendar.aspx>

Verbal Comment

- Speak in person at any physical meeting location when the Chair calls for Public Comment
- Join the Zoom Webinar and use the "raise hand" feature when the Chair calls for Public Comment (if joining via telephone: press *9 to raise your hand, and *6 to unmute yourself when called)
- Leave a voicemail message, up to 3 minutes in length, by calling 707-234-6333

*Note: Voicemail comments will no longer be played back during Open Session, but are immediately available to the full Board of Supervisors upon submittal.

COMMITTEE MEMBERS: Supervisor Haschak and Supervisor McGourty**1. CALL TO ORDER****2. COMMITTEE ACTION ITEMS**

- 2a) **Discussion and Possible Action Including Providing Recommendations to Staff and a Referral to the Board of Supervisors Recommending Approval of the Mendocino Cannabis Department Monthly Update for April 2024**
(Sponsor: Cannabis)

Recommended Action:

Provide recommendations to staff; and a referral to the Board of Supervisors recommending approval of the Mendocino Cannabis Department Monthly Update for April 2024.

Attachments: [2024.4 MCD Gantt Chart](#)
[2024.04 MCD Monthly Report - April](#)

- 2b) **Discussion and Possible Action Including Recommendation of Approval to the Board of Supervisors of a Draft Agreement with Canna Business Services, for up to \$180,000 in Direct Technical Assistance Services from the Effective Date of the Agreement through October 31, 2025**
(Sponsor: Cannabis)

Recommended Action:

Recommend approval to the Board of Supervisors of the draft Agreement with Canna Business Services, for up to \$180,000 in direct technical assistance from the effective date of the Agreement through October 31, 2025.

Attachments: [Agreement - Draft](#)

- 2c) **Discussion and Possible Action Including Consideration of Potential Revisions to Mendocino County Code (MCC) Chapter 8.77, Titled “Hazardous Vegetation, Combustible Material, Rubbish, and Weeds” (Abatement of Hazardous Vegetation and Combustible Material Nuisance Ordinance) and Evaluating Potential Funding Sources for Implementation**
(Sponsor: Supervisor Haschak)

Recommended Action:

Discuss potential revisions to MCC Chapter 8.77, titled "Hazardous Vegetation, Combustible Material, Rubbish, and Weeds" (Abatement of Hazardous Vegetation and Combustible Material Nuisance Ordinance) and evaluate potential funding sources for implementation and determination of recommended next steps.

3. OTHER BUSINESS

3a) Approval of Minutes of April 24, 2024 Regular MeetingRecommended Action:

Approve minutes of April 24, 2024 regular meeting.

Attachments: [04-24-24 GGC Minutes - DRAFT](#)

3b) PUBLIC EXPRESSION

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

Individuals wishing to address the Committee under Public Expression are welcome to do so via any method listed on the front page of this agenda or on our Public Engagement page, at: <https://rb.gy/d3p0>

For more information on any of these methods, please call the Mendocino County Clerk of the Board at (707) 463-4441

3c) ANNOUNCEMENTS**ADJOURNMENT****Additional Meeting Information for Interested Parties**

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

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

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

The Mendocino County Board of Board of Supervisors complies with the Americans with Disabilities Act (ADA) requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code 54953.2). Anyone requiring a reasonable accommodation to participate in a meeting of the Board of Supervisors or Affiliate Meeting Body should contact the Mendocino County Clerk of the Boards Office at (707) 463-4441, not less than 48 hours prior to the meeting.

Thank you for your interest in the proceedings of the General Government Committee.



Mendocino County Board of Supervisors Agenda Summary

Item #: 2a)

To: GENERAL GOVERNMENT STANDING COMMITTEE

From: Cannabis

Meeting Date: May 22, 2024

Department Contact: Sara McBurney

Phone: 707-234-6680

Department Contact: Steve Dunicliff

Phone: 707-463-4441

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Providing Recommendations to Staff and a Referral to the Board of Supervisors Recommending Approval of the Mendocino Cannabis Department Monthly Update for April 2024 (Sponsor: Cannabis)

Recommended Action/Motion:

Provide recommendations to staff; and a referral to the Board of Supervisors recommending approval of the Mendocino Cannabis Department Monthly Update for April 2024.

Previous Board/Board Committee Actions:

On April 19, 2022, the Board directed Department staff to provide a written update during the second Board Meeting of every month. On August 16, 2022, the Board referred the topic of Cannabis to the General Government Committee.

Summary of Request/Referral:

It is requested that the General Government Committee provide recommendations to staff regarding the above referenced monthly update and a referral to the Board of Supervisors recommending approval of the Mendocino Cannabis Department's Monthly Update.

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

budgeted in current f/y (if no, please describe): N/A

revenue agreement: N/A

CEO Liaison: Executive Office

Item #: 2a)

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk
Date: Date Executed

Final Status: Item Status
Executed Item Type: item
Number:

CCBL Application Status

Mendocino County Cannabis Department April 2024 Update

Department Deadline: December 31, 2024

2024

January February March April May June July August September October November December

Milestone description	Total	Total Months Needed	Hours
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MCD Assigned Applications

Phase 1/2	77	4.8125	25	
Phase 3	14	0.875	25	
Renewals	38	1.425	15	

4Leaf Assigned Applications

Phase 1/2	82	1.898148148	25	
Renewals	43	0.796296296	15	

Total Applications

CCBL Issued	519
Under Review	173

Status	
Initial Issuance	
Ongoing Workload	
Workload Phase Out	



Mendocino County Cannabis Department Deliverables

DATE: May 22, 2024
TO: Mendocino County General Government Committee
FROM: Mendocino County Cannabis Department
RE: Monthly Activity Report – April 2024

Mendocino County Cannabis Department Mission Statement

“The Mendocino County Cannabis Department’s mission is to issue cannabis cultivation licenses in accordance with regulations as approved by the Board of Supervisors and ensure that all program cultivation sites comply with all applicable environmental, community safety, and regulatory performance standards. The Department shall implement these services fairly and equitably in a timely, professional, and compassionate manner.”

Department Priorities

The Mendocino County Cannabis Department (“MCD”) has identified the following priorities via Board of Supervisor (“BOS”) directives. These priorities are beyond the normal duties required for normal business operations and does not represent the entirety of all assigned objectives.

Planning

Staff Support
Process Management
Streamlining
Priority Reviews (PH. I & II DCC timelines)
Contract Planners
Phase III Applications
Monthly Reporting
Public Meetings

Administration

Staff Support
Process Management
Fiscal and Budget
Grant Management
PRAs

All the priorities listed above shall support the primary function of MCD, as outlined in the mission statement, which is to issue cannabis cultivation licenses within the regulatory framework.

MCD Activity

The total workload of MCD is best reflected by the following two primary data sets:

Active Commercial Cannabis Cultivation Applications submitted to MCD: 173

Active Commercial Cannabis Cultivation Business Licenses (“CCBL”) issued by MCD ¹ :	519
Total:	692

April Breakdown

CCBL Renewals issued:	25
CCBL Phase I and I Initial issuance:	25
CCBL Phase III Initial issuance:	3
CCBL Withdrawn:	3
CCBL Denial:	1
Total number of CCBLs processed for the month:	57
Total number of modifications processed for the month:	1
Total number of reassignments processed for the month:	8

2024 YTD Total CCBLs issued:	168
2024 YTD Total CCBLs denied or withdrawn:	124

Issued MCD CCBL Status

When a CCBL application meets all required criteria and is approved by MCD it becomes an issued CCBL. Issued CCBLs are renewed annually and require a state license issued by the Department of Cannabis Control (“DCC”) to actively cultivate cannabis. The main objective is for all applicants and licensees to have an issued county CCBL as well as an annual state license. All provisional CCBLs have a December 31, 2024, deadline for transition to annual.

Active Commercial CCBLs issued by MCD

MCD Issued License with DCC (Annual):	22
MCD Issued License with DCC (Provisional):	466
MCD Issued without DCC:	31
TOTAL:	519

Annual 2024 MCD CCBL Renewals (Applies to the issued licenses above)

Renewals Issued YTD:	60
Renewals pending (waiting for review by staff):	81

¹ Renewals are accounted for within the Issued Licenses data set.

Mendocino County Approximate Square Footage²

In an effort to showcase issued and under review CCBLs in a different way, please see the approximate amount of square footage that **could** be grown in Mendocino County, **if** everyone cultivated the maximum square footage they were issued or under review for below. Please note actual cultivation in Mendocino County will not equal the approximations by license type below due to site plan limitations, following and applicants without a valid DCC license.

Approximate total of issued square footage for cultivation: 5,536,500

CCBL Subtype	Number Issued	Approx. Sq. Ft.
1	57	285,000
2	359	3,590,000
4	72	1,584,000
C	31	77,500

Approximate total of under-review square footage for cultivation: 1,772,000

CCBL Subtype	Number Under Review	Approx. Sq. Ft.
1	18	90,000
2	119	1,190,000
4	21	462,000
C	12	30,000

MCD CCBL Applications

Information regarding current “under review” applications is as follows:

Review Data

Number of Under Review Applications assigned to contract planners:	82
Number of Under Review Renewals assigned to contract planners:	43
Number of Under Review Applications assigned to MCD planners:	91
Number of Under Review Renewals assigned to MCD planners:	38

New Applications

All new Phase III CCBL applications should be applied for online. To start the application process, please visit the Department’s [Accela webpage](#). Please note, the application process may take more than one hour. Applicants may also pause at any time throughout the application process and save their progress.

² "Type 1" (5,000) square feet of total plant canopy - for medium outdoor, indoor, or mixed light cultivation
"Type 2" (10,000) square feet of total plant canopy - for large outdoor, indoor, or mixed light cultivation
"Type 4" (22,000) square feet of total plant canopy for the cultivation of cannabis nursery stock and/or seed production
"Type C" (2,500) square feet of total canopy - for small outdoor, indoor, or mixed light cultivation

As a reminder, the submission of a CCBL application through Accela and the assigned license number does not allow you to cultivate until all County and State licenses have been acquired.

Renewal Applications

On March 8, 2024, the Department went live with the new streamlined ordinance, including the start of 5-year renewals. Qualifications and tiering were created based on the below criteria. Applicants may have qualified for more than one tier, if so, the department may have adjusted individual CCBLs in an effort to evenly distribute the workload associated with future renewals.

Applicant CCBLs have now been updated with the correct renewal year according to tier. Applicants should see their updated CCBL in their Accela account. Please reach out to mcdpod@mendocinocounty.gov if you have any questions regarding your specific CCBL or tier.

Tier 1 (renew 2025) - CCBLs without an active DCC license (including Phase 3) and all relocations with an unmet compliance plan.

Tier 2 (renew 2026) - CCBLs under review or issued only once (never renewed) that have an unmet compliance plan and did not submit an appendix G.

Tier 3 (renew 2027) – Any remaining CCBLs not meeting conditions of tiers 1,2,4 or 5.

Tier 4 (renew 2028) – Any Remaining CCBLs w/o compliance plan.

Tier 5 (renew 2029) – CCBL’s with active DCC, no compliance Plan, have renewed at least once or first renewal currently under review.

Site Inspections

Virtual site inspections are a part of the new streamline ordinance. The Department will be using the below CCBL Renewal Quality Control for Inspections:

- New Phase III Applications must complete an initial physical onsite inspection
- A physical site inspection must be conducted at least every 5 years
- At least 5% of all in program applications and CCBLs will be randomly selected for a priority inspection annually.
- Factors utilized to determine whether renewal or random inspections will be physical or remote may include:
 - Does the CCBL have a confirmed deviation between submitted site plan and aerial imagery and/or history of non-compliance with the Department or other regulatory agencies?
 - If viewed remotely does the CCBL location appear to be consistent with the most current site plan on file?

Number of Inspections Completed Month of April: 16

- On-site: 14
- Virtual: 2

Miles Traveled Month of April: 521

Is MCD on track?

Please find the Department Gantt Chart attached which reflects goals and expected timelines. The Department is working towards the DCC provisional license cultivation deadline of December 31, 2024.

- Internal staff will focus on Phase III applications, site inspections, renewals, and applications with no DCC provisional licenses, and applications with an annual license.
- Contract planners are focused on under-review applications with expiring DCC provisional licenses by order of expiration and renewals with a DCC provisional license as a condition of the contract planner funding source, the Local Jurisdiction Assistance Grant Program (“LJAGP”). As a part of their review, contract planners will assist with applicable Administrative Permits (“AP”), and essential Accela input.

Department Log Jams

Compliance Plans

- Per 10A.17.100(C)(1) Failure by applicant to agree in writing to a required compliance plan shall be grounds for denial of the CCBL. Applicants must sign their compliance plan/CCBL affidavit prior to issuance.
- Total number of applicants with unsigned compliance plans pending issuance: 3

California Department of Fish and Wildlife (“CDFW”)

The Department is currently working with CDFW to ensure applications deemed not less than significant are prioritized in CDFW review.

- Number of Overall Application Referrals with a CDFW Response Pending: 45
- Number of Application Referrals Identified as not Less Than Significant and past the 30-Day Deadline for CDFW response: 36
- Range of Days Since Referral Sent to CDFW: 0-262 days
- CDFW Referral Responses Received to-date:
 - Longest Response Time: 226 days
 - Quickest Response Time: 28 days
 - Average Response Time: 76 days

Environmental Review

Environmental Impact Report (“EIR”):

The DCC and Mendocino County continue to work in partnership to support provisional cultivation licensees’ transition to annual licensure and support the issuance of annual licenses for new cultivation within the County. The DCC is the lead agency in accordance with the California Environmental Quality Act (“CEQA”).

In August 2023, DCC issued a Notice of Preparation (NOP) stating that an EIR for the Licensing of Commercial Cannabis Cultivation in Mendocino County would be prepared. The EIR will

programmatically evaluate the environmental impacts of the DCC’s annual licensing of commercial cannabis cultivation operations in the County as well as the environmental impacts of future licensed commercial cannabis cultivation operations. Where needed, the EIR will identify potentially site-specific feasible mitigation measures to avoid and/or substantially lessen any significant adverse effects identified in the EIR’s impact analysis.

The DCC is currently working with Ascent Environmental, an environmental consulting group, to develop the EIR. The progress of individual applications relies on the completion of the EIR, and the completion of any mitigation identified as applicable to site specific cultivation project(s). The steps below reflect the current progress of the EIR for the Licensing of Commercial Cannabis Cultivation in Mendocino County and was provided by the DCC.

Steps to Approving a Final Environmental Impact Report (EIR)

- 1 Notice of Preparation of an EIR – Completed
- 2 Determine the Scope of the EIR – Completed
- 3 Draft the EIR – In Progress
- 4 Release Draft EIR for 45-Day Public Comment – Spring 2024
- 5 Release Final EIR – Summer 2024
- 6 DCC Certifies EIR – Summer 2024



To receive a notification when the draft EIR has been released for public comment, please sign up for DCC Notifications at [cannabis.ca.gov email sign up \(mailchi.mp\)](https://cannabis.ca.gov/email-sign-up/mailchi.mp)

For more information on EIR, please visit [California Department of Cannabis Control \(DCC\) announces intent to prepare an Environmental Impact Report \(EIR\) for the Licensing of Commercial Cannabis Cultivation in Mendocino County Project](#)

Applicants with questions regarding their individual EIR process should direct questions to licensing@cannabis.ca.gov.

Local Equity Entrepreneur Program (“LEEP”) Grant

The State’s Cannabis Equity Grants Program for Local Jurisdictions aims to advance economic justice for populations and communities impacted by cannabis prohibition and the War on Drugs (WoD) by providing support to local jurisdictions as they promote equity in California and eliminate barriers to entering the newly regulated cannabis industry for equity program applicants and licensees. The County has submitted applications for LEEP funding in the five rounds which have

opened so far; four of those applications were funded. With \$6 million awarded from the State and administered by the Governor’s Office of Business & Economic Development (“GO-Biz”) and \$100,000 in matching grant funds from the BOS, the program offers applicants waivers of cannabis business expenses, direct grants funds for start-up and ongoing expenses, and direct technical assistance based on individual needs and circumstances.

The Department has distributed \$5,125,531.55 in LEEP funding to verified local equity applicants via direct grant and fee relief to date.

LEEP Funding (CEG-2024-583) Round 5

The Department received award notification of the 2023-24 Grant Solicitation (CEG-2024-533, Round 5) on February 7, 2024. The Department received a Type 2 grant with an award amount of \$1,803,929.86.

On April 26, 2024, the Department launched a LEEP Round 5 Disbursement survey on their website to gather community insight on the best way to distribute the available funding of \$1,327,656.01. The (3) question survey will help the Department decide how available funding is allocated to direct grants and/or fee relief. The survey is scheduled to close May 3, 2024, at 5:00 pm. As additional information on this award becomes available, the Department will share new details via Canna Note and the Department website.

A Direct Technical Assistance workshop with Canna Business Services will happen on May 10, 2024, from 10:00 am-11:30 am via Zoom – details to be announced via Canna Note.

The Department issued Request for Proposal (“RFP”) RFP-015-24 on March 25, 2024, seeking one qualified contractor to provide an update to the County equity assessment. This RFP closed on April 30, 2024. The Department received 3 proposals and will announce RFP selection and notification by May 6, 2024.

Local Jurisdiction Assistance Grant Program (LJAGP)

Mendocino County was one of 21 local jurisdictions awarded funds from Department of Cannabis Control (DCC) for the LJAGP. This one-time funding is to assist local jurisdictions with the greatest need to transition provisional licensees to annual licenses. In January 2022, the County was awarded over \$17.5 million in assistance, a portion of which was set aside by County staff to offer direct grants and fee waivers to qualified provisional license holders located within the unincorporated areas of Mendocino County. On February 17, 2023, the County received notification that the LJAGP Grant was under routine audit; to date, this audit has not yet been cleared.

The LJAGP Direct Grant Application and supporting materials are published on the Department’s website. Eligible Provisional License holders are encouraged to apply: [Cannabis LJAGP Direct Grant Application | Mendocino County, CA](#)

- Total amount of Direct Grant funding available: \$4.8M
- Total amount of Direct Grants received to date: 242 applications
- Total amount of Direct Grants in queue (removing duplicates): 225 applications
- Total funding remaining: \$600K = 24 more full applications

- Total amount of applications processed: 28 (12 checks for AP batches)
- Total amount of applications in Cobblestone: 47

MCD Budget

MCD’s Fiscal Mid-Year Reporting for 2023-2024 shows the Department is currently projecting to end the year with an unbudgeted expense to the general fund.

Department Staffing levels

<u>As of March 2024:</u>	MCD Planners: 4
	Contract Planners: 16 (9 Full Time Equivalent (“FTE”))
<u>As of April 2024:</u>	MCD Planners: 4
	Contract Planners: 16 (9 FTE)
<u>Filled positions:</u>	Department Head (Interim)
	Senior Program Manager
	Program Administrator
	Planner I/II (x3)
	Planner I/Tech
	Administrative Assistant
<u>Current Recruitments:</u>	None

For additional and up-to-date information regarding the Cannabis Department Activities please sign up for “Canna-Notes” through the county’s eNotification system at the following link:
<https://www.mendocinocounty.org/government/cannabis-cultivation/enotifications>



Mendocino County Board of Supervisors Agenda Summary

Item #: 2b)

To: GENERAL GOVERNMENT STANDING COMMITTEE

From: Cannabis

Meeting Date: May 22, 2024

Department Contact: Sara McBurney

Phone: 707-234-6680

Department Contact: Steve Dunncliff

Phone: 707-463-4441

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Recommendation of Approval to the Board of Supervisors of a Draft Agreement with Canna Business Services, for up to \$180,000 in Direct Technical Assistance Services from the Effective Date of the Agreement through October 31, 2025

(Sponsor: Cannabis)

Recommended Action/Motion:

Recommend approval to the Board of Supervisors of the draft Agreement with Canna Business Services, for up to \$180,000 in direct technical assistance from the effective date of the Agreement through October 31, 2025.

Previous Board/Board Committee Actions:

On February 7, 2024, the Mendocino Cannabis Department received award notification of a Type 2 grant application for the Cannabis Equity Grants Program for Local Jurisdictions.

On April 1, 2024, the County of Mendocino entered into the Cannabis Equity Grants Program of Local Jurisdictions Grant Agreement CEG-2024-385 with the Governor's Office of Business and Economic Development in the amount of \$1,803,929.86.

Summary of Request/Referral:

The Department is seeking an approval recommendation regarding the draft Agreement with Canna Business Services, for up to \$180,000.00 in Direct Technical Assistance Services pursuant to agreement CEG-2024-385. "Direct Technical Assistance" refers to support to help cannabis equity applicants and licensees acquire the knowledge and/or skills necessary in order to gain entry to, and to successfully operate in, the regulated cannabis marketplace. Direct Technical Assistance administered by Canna Business Services will include live group workshops, one-on-one technical support and/or small group meetings in support of Cannabis Equity applicants and Small Business Development.

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Grant

Item #: 2b)

current f/y cost: No

budget clarification: WOLP24

annual recurring cost: No

budgeted in current f/y (if no, please describe): No

revenue agreement: No

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Canna Business Services, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Direct Technical Assistance Services and,

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

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

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

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date") and shall continue through October 31, 2025.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred and Eighty Thousand and 00/100 dollars (\$180,000.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: WO 0497

Line Item: 862189

Grant: Yes No

Grant No.: CEG-2024-583

COUNTY OF MENDOCINO

By: _____
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

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

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

CANNA BUSINESS SERVICES

3022 S. Morgan Point Rd. #186

Mount Pleasant, SC 29466

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:

By: _____
COUNTY COUNSEL

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: _____

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

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

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

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

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

- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
- 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports

and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

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

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

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of

Ukiah, CA 95482
Attn:

To CONTRACTOR: Canna Business Services
3022 S. Morgan Point Rd. #186
Mount Pleasant, SC 29466
Attn: Beth Panicucci

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

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

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

its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

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

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

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in

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

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Direct Technical Assistance Services shall not exceed \$180,000.00 for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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

supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this

Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

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

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

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

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

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

B11 - Business Development Education

Live Group Workshops

We anticipate hosting one live group workshop per month. We will provide timely and comprehensive training so that these applicants can enter into their business endeavors with full confidence in their ability to successfully start up, grow, manage, and sustain a business. These workshops will include business buildout support; loan application support, bookkeeping, capital improvement procurement; and more. Our curriculum will be made accessible to all participating social equity applicants so that they can reference the material at any point during their process. Detailed and engaging content will be provided to participants with information for each facility type they may be pursuing. These workshops will take place via the Zoom Webinar platform. Any presentations prepared for these webinars will be converted to PDF and accessible to applicants.

These live workshops will be spaced out on a once-per-month basis, in the late afternoon/evening, as we have found these hours to work best for applicants. For example, we would like to host our first workshop the month our contract with Mendocino commences. These workshops will be 30 to 60 minutes in length with a Q&A session at the end. We have experienced overwhelmingly popular Q&A sessions after live webinars, so attendees will be invited to participate in the 1:1 support, office hours, and small group support to further discuss deeper or more specific questions. These workshops will be recorded and placed into Vimeo for applicants to watch at their leisure. The Vimeo showcase will be password protected so it will be only accessible to social equity applicants.

CBS will conduct marketing and outreach to encourage social equity applicants to attend the live webinars.

1:1 Technical Support and/or Small Group Meetings:

1:1 Technical Support and Small Group Meetings will be held at the best day and time available for applicants. Based on our experience in running these programs, we anticipate participants to seek out 1:1 technical support more than any other type of mentorship channel. Our goal is to set up a regular cadence to meetings with participants seeking this support, typically one meeting every 2 weeks. This timeline gives participants enough time to implement the strategies provided within the meeting.

For example, if a participant seeks advice on building a business plan, we can coach them in the 1:1 meeting, prepare the take home materials described, and provide enough time for the

participant to begin their homework utilizing the materials we have provided. Thus, allowing a two-week distance between meetings has generally been enough time to keep the participant moving forward without rushing their execution on our homework. Our staff is prepared to support clients seeking weekly meetings, and have the capacity to support an influx of meetings as they occur.

As provided above, our team is prepared for the unique and individual needs of each participant. This is the process we are currently taking in Long Beach, California, and it is proving to be massively successful in ensuring individual teams get the focused support that they need. Our goal here is to meet each of them where they are in the process and customize our support to meet their needs.

Our suggested process is as follows: Participants will reach out to our online intake forms, provided contact channels (email, schedule links, telephone). We will connect directly with the participant and provide a Calendly link for applicants to select the best day and time to meet. On this link, they will be able to let us know the topics for which they need support, so that we can prepare for the topic in advance of the call. Through this Calendly link, our team and the applicant will get a calendar notification with a Zoom link. For the clients that prefer speaking by telephone rather than navigate the technical challenges that may come via video calls, we will also offer telephone call options. The first meeting will serve as an introductory meeting as outlined above. At the end of this call, our team will schedule a follow up meeting and will send out a calendar invitation and zoom link for that meeting soon after the meeting's end. The individual or group will be reminded of items ("homework") we have assigned for them to complete. Our team will complete the items we have assigned ourselves, in time for the next scheduled meeting.

Pre-recorded Webinars, Accessible to Applicants:

As part of our Canna Business Academy, our team will provide regularly released pre-recorded webinars covering an array of topics that participants face in the cannabis industry, such as filing for an entity, obtaining an EIN, branding/ marketing, and more. We will begin recording right away, giving applicants ample time to learn early in the process. These webinars will be uploaded to Vimeo video platform for easy viewing by applicants. The presentations used in these webinars will be converted to PDF and applicants seeking the handout presentation will be able to download these documents. We plan to upload one-two webinars per month to the platform. CBS will market and outreach to social equity applicants in the program when new webinars are accessible.

B12 Direct Technical Assistance for Cooperative Education

1:1 Technical Support and/or Small Group Meetings

As provided in greater detail in the section above, for each 1:1/Small Group technical support participant, we will prepare an Intake Report to establish baseline measures of each participant for when they start with us. For each meeting, we will track client progress using individualized project plans. After Live Workshops and 1:1/Small Group Support, our team will send out surveys for participants to provide feedback on their experiences. This will allow us to analyze

data for reporting and to focus on areas of improvement in our program.

Training CBS Staff to Support the Mendocino Program

Once the contract commences, CBS will conduct internal staff training to ensure a consistent execution of the services Mendocino County requested. We have an efficient, effective model for training our staff on the specifics of the deliverables and of Mendocino County's social equity program. We have kept our projected training hours low to reflect this model and the experience of our staff.

Open Office Hours (1 / week)

Open Office Hours will be held one time per week for 30-60 minutes. On week 1 of a month, it will be held on a Monday at 9am; on week 2 of a month, it will be held on a Tuesday at 12pm; on week 3 of a month, it will be held on a Wednesday at 3pm; and on week 4 of a month, it will be held on a Thursday at 6pm. This flexibility will allow for applicants to attend on a day and a time that works best for their life/work schedules. We will monitor applicant feedback on these open office hours to ensure that we host days and hours that work best for applicants. These days/times will be subject to change based on scheduled Live Workshops, so that we do not conflict for applicants. We can begin these as soon as possible in the program, within the first month.

Meetings with Mendocino County

In order to keep the program on track, we recommend monthly update meetings with relevant Mendocino County employees and Canna Business Services. This process would begin with a kick-off meeting once the contract is executed, and then continue monthly thereafter. In our experience, the monthly meeting helps keep everyone informed, allows both parties to communicate crucial updates to the program, and creates an effective team between both parties.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

PROPOSED BUDGET AND DELIVERABLES			
We offer these services through our discounted hourly rate of \$150. We typically charge \$200-\$250 per hour for similar services.			
Description of Deliverable	Estimated Hours	Hourly Rate	Total Rate
Business Development Education			
Preparing for and hosting live group workshops	150	\$150	\$22,500.00
1:1 Technical Support and/or Small Group Meetings 1 on 1 meetings with applicants, follow up support/deliverables	210	\$150	\$31,500.00
Preparing for and sharing Recorded Educational Videos	200	\$150	\$30,000.00
Marketing and communication with applicants	35	\$150	\$5,250.00
			Total for B11
Direct Technical Assistance for Cooperative Education			
1:1 Technical Support and/or Small Group Meetings, follow up support/deliverables	450	\$150	\$67,500.00
Training CBS staff to support the Mendocino Program	30	\$150	\$4,500.00
Open Office Hours (1 / week)	45	\$150	\$6,750.00
Marketing and communication with applicants	35	\$150	\$5,250.00
Meetings with Mendocino County	15	\$150	\$2,250.00
			Total for B12
ADDITIONAL COSTS			
		Monthly rate	Yearly rate
Stand-alone Email Address for Communication with Applicants & the City; Paid Zoom Line for meetings with Mendocino and technical support with Applicants as needed		\$7	\$84
Paid Zoom Lines for meetings with Mendocino and technical support as needed. (2 to be able to meet the needs of 300 clients - if all participate. We will adjust as needed.)		\$17.43/ account / month	\$418.32
Zoom Webinar add-on		\$20	\$240
Calendly for Applicants to Schedule Meetings (2 calendars - 1 for each zoom line. Will adjust as needed)		\$130 / account / month	3,120
Insurance (CBS is covering)		\$0	\$0
Monday.com for project management		\$40	\$480
Vimeo for Video Storage and Sharing with applicants		\$7	\$84
Total Fee Estimate			\$179,926.32
Subtotal Deliverables			
The hour ranges listed above are estimated hours only and based on our extensive work across the country in supporting clients in their comprehensive application projects. Thus, our goal is to provide services in a timely and efficient manner, while prioritizing thoroughness, effectiveness, and quality for the County of Mendocino. We are open to discussing and adjusting any of the above numbers.			

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

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

CONTRACTOR shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

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

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

For information regarding the payment process, please email Auditorap@mendocinocounty.gov

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

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na



Mendocino County Board of Supervisors Agenda Summary

Item #: 2c)

To: GENERAL GOVERNMENT STANDING COMMITTEE

From: Supervisor Haschak

Meeting Date: May 22, 2024

Department Contact: Supervisor Haschak **Phone:** 707-463-4221

Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action Including Consideration of Potential Revisions to Mendocino County Code (MCC) Chapter 8.77, Titled “Hazardous Vegetation, Combustible Material, Rubbish, and Weeds” (Abatement of Hazardous Vegetation and Combustible Material Nuisance Ordinance) and Evaluating Potential Funding Sources for Implementation
(Sponsor: Supervisor Haschak)

Recommended Action/Motion:

Discuss potential revisions to MCC Chapter 8.77, titled “Hazardous Vegetation, Combustible Material, Rubbish, and Weeds” (Abatement of Hazardous Vegetation and Combustible Material Nuisance Ordinance) and evaluate potential funding sources for implementation and determination of recommended next steps.

Previous Board/Board Committee Actions:

On February 23, 2021 the Board adopted an ordinance creating Mendocino County Code Chapters 8.77 providing for the abatement of hazardous vegetation and combustible material to reduce fire hazards. On January 23, 2024, Board of Supervisors referred the consideration of potential revisions and potential funding sources to the General Government Standing Committee (GGC). This item was first discussed by the GGC on February 28, 2024.

Summary of Request/Referral:

MCC Chapter 8.77 titled “Hazardous Vegetation, Combustible Material, Rubbish, and Weeds”, was originally adopted as an “intentional broad framework” with an expectation set by the Board that there would be additional modifications to the ordinance, identification of dedicated resources, and/or Board direction committed to a multistep process developing this as a functional enforcement tool to reduce fire hazards in the County.

The grants division has identified two grants (Fire-Hazard Abatement Ordinance Implementation Planning and Capacity Building grant for \$107,000 and the Fire Hazard Abatement Ordinance Implementation Public Services grant for \$187,000) that may be re-purposed for costs of County personnel, including but not limited to County Counsel, Code Enforcement, Building Division staff, or any other department/division determined by the County as necessary to carry out enforcement.

Additionally, staff have stated it is reasonable that collaboration and coordination with local fire entities remains a critical matter to successfully address hazardous vegetation, with the County perhaps in a supporting role.

Item #: 2c)

Finally, there are hazardous situations in the County that need to be addressed, especially in regards to absentee owners. In some instances, community organizations have received grants for fuel reduction and hazardous vegetation abatement work, but they are unable to proceed for lack of authorization from absentee owners. All options should be explored, including acquisition or transfer of deadbeat properties to an entity that will be responsible stewards of the properties.

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Possible funding from re-purposed grants

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

budgeted in current f/y (if no, please describe): No

revenue agreement: No

CEO Liaison: Steve Dunncliff, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:



Mendocino County Board of Supervisors Agenda Summary

Item #: 3a)

To: GENERAL GOVERNMENT STANDING COMMITTEE

From: Executive Office

Meeting Date: May 22, 2024

Department Contact: Atlas Pearson

Phone: 707-463-4441

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 5 Minutes

Agenda Title:

Approval of Minutes of April 24, 2024 Regular Meeting

Recommended Action/Motion:

Approve minutes of April 24, 2024 regular meeting.

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

GLENN MCGOURTY
1st District
Supervisor
Chair

MAUREEN MULHEREN
2nd District
Supervisor
Vice-Chair

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor

TED WILLIAMS
5th District
Supervisor



DARCIE ANTLE
Chief Executive Officer/
Clerk of the Board

James Ross
Interim County Counsel

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

MENDOCINO COUNTY GENERAL GOVERNMENT COMMITTEE ACTION MINUTES – April 24, 2024

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF MENDOCINO - STATE OF CALIFORNIA
FAIR STATEMENT OF PROCEEDINGS
(PURSUANT TO CALIFORNIA GOVERNMENT CODE §25150)

AGENDA ITEM NO. 1 – OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

Present: Committee Member/Supervisor Glenn McGourty and Committee Member/Chair John Haschak. Chair Haschak presiding.

Staff Present: Steve Dunicliff, Deputy Chief Executive Officer; James Ross, Interim County Counsel; and Lillian Bearden, Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Sara McBurney.

AGENDA ITEM NO. 2 – REGULAR CALENDAR

CHAIR HASCHAK ANNOUNCED ITEMS 2A AND 2B WILL BE HEARD SIMULTANEOUSLY.

2A) DISCUSSION AND POSSIBLE ACTION INCLUDING PROVIDING RECOMMENDATIONS TO STAFF AND A REFERRAL TO THE BOARD OF SUPERVISORS RECOMMENDING APPROVAL OF THE MENDOCINO CANNABIS DEPARTMENT MONTHLY UPDATE FOR FEBRUARY 2024 - SPONSOR: CANNABIS

2B) DISCUSSION AND POSSIBLE ACTION INCLUDING PROVIDING RECOMMENDATIONS TO STAFF AND A REFERRAL TO THE BOARD OF SUPERVISORS RECOMMENDING APPROVAL OF THE MENDOCINO CANNABIS DEPARTMENT MONTHLY UPDATE FOR MARCH 2024 - SPONSOR: CANNABIS

Presenter/s: Sara McBurney, Senior Program Manager, Cannabis; and James Ross, Interim County Counsel.

Public Comment: Hannah Nelson; Steven Amato; Chantal Simonpietri; Corinne Powell; Tamara; Syracuse Goldenghost; Monique Ramirez; Paul Hansbury; Susan Tibbon.

Committee Action: Upon motion by Supervisor McGourty, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors provides recommendations to staff and a referral to the Board of Supervisors recommending approval of the Mendocino Cannabis Department Monthly Update for February 2024. The motion carried by the following vote:

Aye: 2 – Supervisor McGourty and Supervisor Haschak

No: 0 – None

Absent: 0 – None

COMMITTEE RECESS: 10:39 A.M. – 10:49 A.M.

2C) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE INFORMATIONAL PRESENTATION ON A MENDOCINO CANNABIS DEPARTMENT (MCD) PROCEDURE INTERPRETING AND IMPLEMENTING THE CANNABIS CULTIVATION BUSINESS LICENSE DENSITY LIMITATIONS FOUND WITHIN MENDOCINO COUNTY CODE §10A.17.070(D) - SPONSORS: CANNABIS AND COUNTY COUNSEL

Presenter/s: Jared Schwass, Deputy County Counsel; and Sara McBurney, Senior Program Manager, Cannabis.

Public Comment: Hannah Nelson; and Chantal Simonpietri.

Committee Action: No Action Taken.

2D) DISCUSSION AND POSSIBLE ACTION INCLUDING CONSIDERATION OF POTENTIAL REVISIONS TO MENDOCINO COUNTY CODE (MCC) CHAPTER 8.77, TITLED “HAZARDOUS VEGETATION, COMBUSTIBLE MATERIAL, RUBBISH, AND WEEDS” (ABATEMENT OF HAZARDOUS VEGETATION AND COMBUSTIBLE MATERIAL NUISANCE ORDINANCE) AND EVALUATING POTENTIAL FUNDING SOURCES FOR IMPLEMENTATION - SPONSOR: SUPERVISOR HASCHAK

Presenter/s: Supervisor Haschak; Xuyen Mallela, Principle Administrative Analyst, Executive Office; James Ross, Interim County Counsel; and John Burkes, Deputy Director, Planning and Building Services.

Public Comment: None.

Committee Action: Upon motion by Supervisor McGourty, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors recommends staff discuss potential revisions to MCC Chapter 8.77, titled "Hazardous Vegetation, Combustible Material, Rubbish, and Weeds" (Abatement of Hazardous Vegetation and Combustible Material Nuisance Ordinance) and evaluate potential funding sources for implementation and determination of recommended next steps. The motion carried by the following vote:

Aye: 2 – Supervisor McGourty and Supervisor Haschak

No: 0 – None

Absent: 0 – None

AGENDA ITEM NO. 3 – OTHER BUSINESS

3A) APPROVAL OF MINUTES OF FEBRUARY 28, 2024, REGULAR MEETING - SPONSOR: EXECUTIVE OFFICE/CLERK OF THE BOARD

Presenter/s: Lillian Bearden, Deputy Clerk of the Board.

Public Comment: None.

Committee Action: Upon motion by Supervisor McGourty, seconded by Supervisor Haschak, IT IS ORDERED that the Board of Supervisors approves minutes of February 28, 2024 regular meeting. The motion carried by the following vote:

Aye: 2 – Supervisor McGourty and Supervisor Haschak

No: 0 – None

Absent: 0 – None

3B) PUBLIC EXPRESSION

Presenter/s: Paul Hansbury.

3C) ANNOUNCEMENTS

None.

THERE BEING NOTHING FURTHER TO COME BEFORE THE COMMITTEE, THE MENDOCINO COUNTY GENERAL GOVERNMENT COMMITTEE ADJOURNED AT 11:52 A.M.

Attest: ATLAS M.A. PEARSON
Senior Deputy Clerk of the Board

JOHN HASCHAK, Chair

NOTICE: PUBLISHED MINUTES OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS MEETINGS

- Effective March 1, 2009, Board of Supervisors minutes are produced in “action only” format
- LIVE WEB STREAMING OF BOARD MEETINGS is available via the County’s YouTube Channel, which can be found here: <https://www.youtube.com/@MendocinoCountyVideo>
- Minutes are considered draft until adopted/approved by the Board of Supervisors
- The Board of Supervisors’ action minutes are also posted on the County of Mendocino website at: <https://mendocino.legistar.com/Calendar.aspx>
- For technical assistance or any requests for official meeting records of the Mendocino County Board of Supervisors, please contact the Clerk of the Boards Office at (707) 463-4441
- Additional resource information: <https://www.mendocinocounty.org/government/board-of-supervisors>

Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors

DRAFT