

MADELINE CLINE
DISTRICT 1
MAUREEN MULHEREN
DISTRICT 2
JOHN HASCHAK
DISTRICT 3
BERNIE NORVELL
DISTRICT 4
TED WILLIAMS
DISTRICT 5



DARCIE ANTLE
CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

CHARLOTTE E. SCOTT
COUNTY COUNSEL

MENDOCINO COUNTY

BOARD OF SUPERVISORS AGENDA

REGULAR MEETING

July 8, 2025 - 9:00 AM

Meeting Location(s): 501 Low Gap Road, Room 1070, Ukiah, CA. 95482 (Board Chambers)
778 S. Franklin Street, Fort Bragg, CA. 95437 (Seaside Conference Room)

Zoom Link: <https://mendocinocounty.zoom.us/j/86920403794>

Zoom Phone Number (if joining via telephone): 1 669 900 9128 ; Zoom Webinar ID: 869 2040 3794

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.

1. OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

The Mendocino County Board of Supervisors meets concurrently as the Board of Directors of the: In Home Supportive Services Public Authority Governing Board; Mendocino County Air Quality Management District; Mendocino County Public Facilities Corporation; and the Mendocino County Water Agency.

1a) Roll Call

1b) Pledge of Allegiance

2. PUBLIC EXPRESSION

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

Individuals wishing to address the Board under Public Expression are welcome to do so via 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

3. CONSENT CALENDAR

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

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

4. REGULAR CALENDAR

**4a) Discussion and Possible Action Including Acceptance of Informational Report(s) from the Assessor/Clerk-Recorder/Registrar of Voters, Acting Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s)
(Sponsor: Executive Office)**

Recommended Action:

Accept any informational reports provided by the Assessor/Clerk-Recorder/Registrar of Voters, Acting Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s).

- 4b) **Chief Executive Officer's Report
(Sponsor: Executive Office)**

Recommended Action:

Accept the Chief Executive Officer's report.

- 4c) **Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform
(Sponsor: Executive Office)**

Recommended Action:

Provide direction to staff on matters of legislation.

- 4d) **Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest
(Sponsor: Board of Supervisors)**

Recommended Action:

Provide direction to staff on matters of legislation.

5. MODIFICATIONS TO AGENDA

Items added to the agenda subsequent to agenda publication, up to 72 hours in advance of the meeting, pursuant to Government Code section 54954.

6. CLOSED SESSION

Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1.

- 6a) **Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator - Agency Negotiators: Darcie Antle and Cherie Johnson; Employee Organization(s): Service Employees' International Union (SEIU) Local 1021, Mendocino County Deputy Sheriffs' Association (DSA), Mendocino County Law Enforcement Management Association (MCLEMA), Mendocino County Management Association, Mendocino County Association of Confidential Employees (MCACE), Mendocino County Department Head Association, Mendocino County Probation Employees' Association (MCPEA) Teamsters Local 856, Mendocino County Public Authority and SEIU Local 2015 (IHSS), Mendocino County Public Attorneys' Association (MCPAA), and Unrepresented**
- 6b) **Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - April James et al. v. Matthew Kendall et al., U.S. District Court, Northern District, Case No. 1:25-cv-03736-RMI**

- 6c) Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Scott Roat v. County of Mendocino, et al., Mendocino County Superior Court, Case No. 25CV02171
- 6d) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Public Defender
- 6e) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - County Counsel
- 6f) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Agricultural Commissioner

3. CONSENT CALENDAR - CONTINUED

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

ITEMS RECOMMENDED FOR APPROVAL:

MINUTES

3a) Approval of Minutes of June 24, 2025, Regular Meeting

Recommended Action:

Approve minutes of June 24, 2025, regular meeting

Attachments: [06-24-25 Minutes - Draft](#)

APPOINTMENTS

3b) Approval of Recommended Special District Appointments

Recommended Action:

Approve the following appointments:

1. Lisa Wieneke, Mendocino County Waterworks District II Board of Directors.

Attachments: [Wieneke Letter](#)

- 3c) **Appointment of Supervisor Norvell as the Board of Supervisors Representative to the National Association of Counties (NACo) and the Alternate Board of Supervisors Representative to the Rural County Representatives of California (RCRC); and Appointment of Supervisor Haschak as the Board of Supervisors Representative to the California State Association of Counties (CSAC), Alternate Board of Supervisors Representative to the Golden State Connect Authority (GSCA), and Alternate Board of Supervisors Representative to Golden State Finance Authority (GSFA)**
(Sponsor: Chair Haschak)

Recommended Action:

Appoint Supervisor Norvell as the Board of Supervisors Representative to the National Association of Counties (NACo) and the Alternate Board of Supervisors Representative to the Rural County Representatives of California (RCRC); Appoint Supervisor Haschak as the Board of Supervisors Representative to the California State Association of Counties (CSAC), Alternate Board of Supervisors Representative to the Golden State Connect Authority (GSCA), and Alternate Board of Supervisors Representative to Golden State Finance Authority (GSFA); and authorize the Senior Deputy Clerk of the Board to amend the 2025 Special Assignments roster to include the appointments.

BOARD OF SUPERVISORS

- 3d) **Adoption of Proclamation Recognizing July 20 - 26, 2025 as Probation Services Week in Mendocino County**
(Sponsors: Supervisor Haschak, Supervisor Norvell, and Probation)

Recommended Action:

Adopt Proclamation recognizing July 20 - 26, 2025 as Probation Services Week in Mendocino County; and authorize Chair to sign same.

Attachments: [Proclamation](#)

- 3e) **Approval of the Board of Supervisors' Response to the 2024/2025 Grand Jury Report and Disbanding of the Grand Jury Ad Hoc committee for the Grand Jury Report Titled "Continuity Report"; and Direction to the Clerk of the Board to Return Original to the County Counsel's Office for Submission**

(Sponsors: Board of Supervisors and County Counsel)

Recommended Action:

Approve the Board of Supervisors' response to the 2024/2025 Grand Jury Report and disband the Grand Jury Ad Hoc Committee for the Grand Jury report titled "Continuity Report"; direct the Clerk of the Board to return original to the County Counsel's Office for submission; and authorize Chair to sign same.

Attachments: [BoS Response-Continuity Report](#)
[Grand Jury Report-Continuity Report](#)

EXECUTIVE OFFICE

- 3f) **Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Tree Mortality**

Recommended Action:

Adopt Resolution renewing a declaration of a Local Emergency related to Tree Mortality; and authorize Chair to sign same.

Attachments: [Resolution](#)

- 3g) **Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Climate Change**

Recommended Action:

Adopt Resolution renewing a declaration of a Local Emergency related to Climate Change; and authorize Chair to sign same.

Attachments: [Resolution](#)

- 3h) **Approval of a Decrease in Appropriations of Funds for Fund 1100, Budget Unit 4011, Org EHDR2, Line Items 862253 Travel & Transportation Out of County by \$4,000, 864370 Equipment by \$6,000, and Org EHHAZ, Line Item 864370 Equipment by \$15,000; and an Increase of Appropriations in Fund 3260, Budget Unit 0326, Org HO Line Items 862150 Memberships, 827802 Operating Transfer in, and to Fund 1100 Budget Unit 1000, Org ND, Line Item 865802 Operating Transfer Out for Fiscal Year 2025-26**

Recommended Action:

Approve a decrease in appropriations of funds for fund 1100, budget unit 4011, org EHDR2, line items 862253 travel & transportation out of county by \$4,000, 864370 equipment by \$6,000, and org EHHAZ, line item 864370 equipment by \$15,000; and an increase of appropriations in fund 3260, budget unit 0326, org HO line items 862150 memberships, 827802 operating transfer in, and to fund 1100, budget unit 1000, Org ND, line item 865802 operating transfer out for Fiscal Year 2025-26; and authorize Chair to sign same.

Attachments: [Appropriation Form](#)

- 3i) **Approval of Third Amendment to BOS Agreement No. 24-062 with DFM Garage Inc., dba DFM Auto Repair Extending the Termination Date from June 30, 2025, to June 30, 2026, and Increasing the Total Amount Payable in the Amount of \$125,000, for a New Agreement Total of \$325,000 for County Fleet Repair and Maintenance Services**

Recommended Action:

Approve second amendment to BOS Agreement No. 24-062 with DFM Garage Inc., dba DFM Auto Repair extending the termination date from June 30, 2025, to June 30, 2026, and increasing the total amount payable in the amount of \$125,000, for a new Agreement total of \$325,000 for County Fleet Repair and Maintenance Services; and authorize the Chair to sign the same.

Attachments: [Proposed Amendment](#)

- 3j) **Approval of Agreement with City of Fort Bragg for Sidewalk Improvements at the Fort Bragg Library and Finding, Pursuant to Government Code Section 25526.6, that the Proposed Construction is in the Public Interest, as the Improvements will Create an Improved Public Asset for Public Enjoyment and Recreation, and the Temporary Construction Agreement Will Not Conflict or Interfere with the Use of the Remainder of the County Property, as a Library**

Recommended Action:

Approve Agreement with City of Fort Bragg for sidewalk improvements at the Fort Bragg Library and find, pursuant to Government Code Section 25526.6, that the proposed construction is in the public interest, as the improvements will create an improved public asset for public enjoyment and recreation, and the temporary construction Agreement will not conflict or interfere with the use of the remainder of the County property, as a library; and authorize Chair to sign same.

Attachments: [Agreement](#)

- 3k) **Approval of Retroactive Second Amendment to Agreement No. BOS 24-210 with Integrity Shred, LLC in the Amount of \$40,000 for a Total of \$120,000 for Continued On-site Secure Document and Other Media Shredding and Destruction Services and Extend the Termination Date from June 30, 2025, to June 30, 2026**

Recommended Action:

Approve retroactive second amendment to Agreement No. BOS 24-210 with Integrity Shred, LLC in the amount of \$40,000 for a total of \$120,000 for continued on-site secure document and other media shredding and destruction services and extend the termination date from June 30, 2025 to June 30, 2026; authorize the Chief Executive Officer or designee to sign any future amendments to the Agreement that do not exceed the maximum amount; and authorize Chair to sign same.

Attachments: [Proposed Amendment](#)

- 3l) **Approval of Retroactive Agreement with Toshiba Business Solutions (Toshiba) in the Amount of \$95,000 for Continued Maintenance Services of the County's Toshiba Copier Fleet, Effective June 30, 2025, to June 30, 2026**

Recommended Action:

Approve retroactive Agreement with Toshiba Business Solutions (Toshiba) in the amount of \$95,000 for continued maintenance services of the County's Toshiba copier fleet, effective June 30, 2025 to June 30, 2026; authorize the Purchasing Agent to execute any and all necessary documents related to the transaction; authorize the Purchasing Agent to sign any future amendments to the Agreement that do not alter the fiscal aspects of the Toshiba Maintenance contract; and authorize Chair to sign same.

Attachments: [Proposed Amendment](#)

- 3m) **Authorization to Award and Approval of an Agreement with Green Flush Technologies, LLC in the Amount of \$228,175.36 for the Purchase and Delivery of a Restroom Building for Mill Creek Park at 2996 Mill Creek Road in Talmage for the Period from the Date of Execution through June 30, 2026**

Recommended Action:

Authorize award and approve Agreement with Green Flush Technologies, LLC in the amount of \$228,175.36 for the purchase and delivery of a restroom building for Mill Creek Park at 2996 Mill Creek Road in Talmage for the period from the date of execution through June 30, 2026; and authorize the Chair to sign same.

Attachments: [Agreement](#)

[EB - 25-95 - Green Flush Restrooms - Mill Creek](#)

- 3n) **Authorization for the Purchasing Agent or Designee to Establish a Capital Improvement Project to Remove and Replace the Failed HVAC Unit on the Family and Children's Services Building in the Amount of \$35,000 from the Capital Improvement Fund Appropriation for Unanticipated Capital Projects**

Recommended Action:

Authorize the Purchasing Agent or designee to establish a capital improvement project to remove and replace the failed HVAC unit on the Family and Children's Services building in the amount of \$35,000 from the Capital Improvement Fund appropriation for Unanticipated Capital projects.

- 3o) Rejection of All Bids Submitted for Bid Number 017-25 for the Bower Park Improvement and Restoration Project; and Direction to Staff to Modify the Scope and Re-bid the Project**

Recommended Action:

Reject all bids submitted for Bid Number 017-25 for the Bower Park Improvement and Restoration Project and direct staff to modify the scope and re-bid the project.

Attachments: [Bid Results 6-5-2025](#)

AIR QUALITY MANAGEMENT DISTRICT

- 3p) Approval of Agreement with Raman Kapahi, DBA Environmental Permitting Specialists in the Amount of \$40,000, to Provide On-Call Technical Services, Effective Upon Execution Through June 30, 2027**

Recommended Action:

Approve Agreement with Raman Kapahi, DBA Environmental Permitting Specialists in the amount of \$40,000, to provide on-call technical services, effective upon execution through June 30, 2027; authorize the Chief Executive Officer or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: [Agreement](#)

ASSESSOR/CLERK-RECORDER

- 3q) Approval and Appointments of Appointments-In-Lieu of Elections for the August 26th, 2025, Special District All Mail Election for Irish Beach Water District and the Mendocino County Waterworks District II; and Further Authorizing Additional Appointments of Qualified Persons be Made for Those Districts That Did Not Have the Sufficient Number of Candidates**

Recommended Action:

Approve and appoint the Appointment-In-Lieu of Elections for all candidates who filed their Declaration of Candidacy forms for the Irish Beach Water District and the Mendocino County Waterworks District II; and further authorize additional appointments of qualified persons be made for those districts that did not have sufficient number of candidates.

Attachments: [Clerk Certificates for Appointment-In-Lieu of Election.pdf](#)

- 3r) **Authorization for the Registrar of Voters to Consolidate and Conduct a Special Election for the Ukiah Unified School District Trustee Area 6 with the November 4, 2025, Consolidated District Election**

Recommended Action:

Authorize the Registrar of Voters to consolidate and conduct a Special Election for the Ukiah Unified School District Trustee Area 6 with the November 4, 2025, Consolidated District Election.

BEHAVIORAL HEALTH AND RECOVERY SERVICES

- 3s) **Adoption of Resolution Authorizing the Auditor Controller Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of \$19,454.50, From Various Psychiatric Hospitals, Clinics and Physician Offices for Mandated Services Provided to Qualified Mendocino County Mental Health Clients**

Recommended Action:

Adopt Resolution authorizing the Auditor Controller Treasurer Tax Collector or designee to process and pay for outstanding invoices, totaling the amount of \$19,454.50, from various psychiatric hospitals, clinics and physician offices for mandated services provided to qualified Mendocino County mental health clients; and authorize Chair to sign same.

Attachments: [Resolution](#)

[BOS SUMMARY FOR APPROVAL -15 CLOSED](#)

- 3t) **Approval of Agreement with Pinoleville Pomo Nation in the Amount of \$901,359 to Provide Mental Health Services Act Innovation Project No. 3, Pinoleville Native Warmline Services to the Native Community in Mendocino County, Effective Upon Signing to June 30, 2028**

Recommended Action:

Approve Agreement with Pinoleville Pomo Nation in the amount of \$901,359 to provide Mental Health Services Act Innovation Project No. 3, Pinoleville Native Warmline services to the Native community in Mendocino County, effective upon signing to June 30, 2028; authorize the Health Services Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: [Agreement](#)

COUNTY COUNSEL

- 3u) **Approval of Legal Services Agreement with Kronick, Moskovitz, Tiedmann & Girard, A Professional Corporation, for a Total of \$20,000, to Provide Legal Services Related to Scott Roat vs. County of Mendocino, et al. or Any Case Which May be Filed Pertaining to Application MHRB_2024-0009, Effective Upon Execution through June 30, 2026**

Recommended Action:

Approve Legal Services Agreement with Kronick, Moskovitz, Tiedmann & Girard, A Professional Corporation, for a total of \$20,000, to provide legal services related to Scott Roat vs. County of Mendocino, et al., or any case which may be filed pertaining to Application MHRB_2024-0009, effective upon execution through June 30, 2026; and authorize Chair to sign same.

Attachments: [Agreement](#)

[Roat v. County of Mendocino - Indemnification Agreement](#)

DISTRICT ATTORNEY

- 3v) **Approval of Purchase of One Vehicle in the Amount of \$52,000 with District Attorney Asset Forfeiture Fund 2110-760220 to Replace One Old High Mileage Vehicle; Approval of Associated Appropriation Transfer to District Attorney Budget Unit 2070 Revenue Accounts, Line Items 82-3310 in the Amount of \$52,000 and to Line Item 86-4370 in the Amount of \$52,000; and Approval of Addition of Item to the County's List of Fixed Assets**

Recommended Action:

Approve purchase of one vehicle in the amount of \$52,000, with District Attorney Asset Forfeiture Fund 2110-760220 to replace one old high mileage vehicle; Approve associated appropriation transfer to District Attorney Budget Unit 2070 revenue accounts, line items 82-3310 in the amount of \$52,000 and line item 86-4370 in the amount of \$52,000; approve addition of item to the County's list of fixed assets; and authorize Chair to sign same.

Attachments: [Appropriation Request Form](#)

[FY2025-26-Fixed-Asset-Request-Form](#)

HUMAN RESOURCES

- 3w) **Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 2090 (Child Support Services), Add 1.0 FTE, Account Specialist III, \$46,675.20 - \$56,721.60/Annually**

Recommended Action:

Adopt Resolution amending the Position Allocation Table: budget unit 2090 (Child Support Services), add 1.0 FTE, Account Specialist III, \$46,675.20 - \$56,721.60/annually; and authorize Chair to sign same.

Attachments: [Resolution](#)

- 3x) **Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 2560 (Probation), Add 2.0 FTE, Senior Department Analyst \$74,859.20 - \$90,979.20/Annually; Delete 1.0 FTE, (Position No. 4373) Administrative Assistant, \$45,864.00 - \$55,764.80/Annually**

Recommended Action:

Adopt Resolution amending the Position Allocation Table: budget unit 2560 (Probation), add 2.0 FTE, Senior Department Analyst \$74,859.20 - \$90,979.20/annually; delete 1.0 FTE, (Position No. 4373) Administrative Assistant, \$45,864.00 - \$55,764.80/annually; and authorize Chair to sign same.

Attachments: [Resolution](#)

- 3y) **Adoption of Resolution Amending the Position Allocation Table as Follows: Transfer from Budget Unit 5010 (Social Services) to Budget Unit 1960 (Information Services); Position Numbers 4473, 4474 (Information Systems Technician II), 4475 (Information Systems Specialist), and Position Number 4476 (Conf Network Systems Analyst II)**

Recommended Action:

Adopt Resolution amending the Position Allocation Table: transfer from budget unit 5010 (Social Services) to budget unit 1960 (Information Services); position numbers 4473, 4474 (Information Systems Technician II), 4475 (Information Systems Specialist), and position number 4476 (Conf Network Systems Analyst II); and authorize Chair to sign same.

Attachments: [Resolution](#)

LIBRARY

- 3z) **Approval of Second Amendment to BOS Agreement No. 22-133 Between Imperial County Office of Education (ICOE) and Mendocino County Library in the Approximate Amount of \$37,830 for the Provision, Installation, and Maintenance of Advanced Network (Data) Services to County Library Site, and Application for E-Rate and California Teleconnect Fund (CTF) Discounts, Effective FY 25-26 through FY 29-30**

Recommended Action:

Approve second amendment to BOS Agreement No. 22-133 between Imperial County Office of Education (ICOE) and Mendocino County Library in the approximate amount of \$37,830 for the provision, installation, and maintenance of advanced network (data) services to County Library sites, and application for E-Rate and California Teleconnect Fund (CTF) discounts, effective FY 25-26 through FY 29-30; and authorize Chair to sign same.

Attachments: [Proposed Amendment Agreement 22-133](#)
[Agreement 22-133-A1](#)

PLANNING AND BUILDING SERVICES

- 3aa) **Acceptance of Informational Report Regarding the Issuance of Emergency Coastal Development Permit EM_2025-0001 (Passalacqua) to Replace the Foundation and Front Façade Of An Existing Structure, Located at 38911 N. Highway 1, Westport, APN: 013-300-58**

Recommended Action:

Accept informational report regarding the issuance of Emergency Coastal Development Permit EM_2025-0001 (Passalacqua) to replace the foundation and front façade of an existing structure, located at 38911 N. Highway 1, Westport, APN: 013-300-58.

Attachments: [EM 2025-0001 FINAL PERMIT](#)
[02. EM 2025-0001 Attachments](#)

- 3ab) **Approval of Second Amendment to BOS Agreement 24-037 With Larry Walker Associates, Inc. to Extend the Termination Date from June 30, 2025, to December 31, 2025**

Recommended Action:

Approve second amendment to BOS Agreement 24-037 with Larry Walker Associates, Inc. to extend the termination date from June 30, 2025, to December 31, 2025; and authorize the Chair to sign same.

Attachments: [Proposed Amendment](#)

SOCIAL SERVICES

- 3ac) **Approval of Appropriation Transfer of Funds for A-87 Costs and Human Resources Direct Charges from Cares Act Account CARESRA Line Item 865802 Operating Transfer Out in the Amount of \$1,232,872 to Social Services Line Item 827802 Operating Transfer in the amount of \$1,232,872, Increase Line Items SS 862194 A-87 Costs by \$1,709,310 and SS 862239 by \$479,194 for Fiscal Year 2024-25; Authorize the Transfer up to \$995,633 from 1100-770046 CalWORKs, Adults, and Family Connection**

Recommended Action:

Approve Appropriation Transfer of Funds for A-87 Costs and Human Resources direct charges from Cares Act Account CARESRA line item 865802 Operating Transfer Out in the amount of \$1,232,872 to Social Services line item 827802 Operating Transfer in the amount of \$1,232,872, increase line items SS 862194 A-87 Costs by \$1,709,310 and SS 862239 by \$479,194 for Fiscal Year 2024-25; authorize the transfer up to \$995,633 from 1100-770046 CalWORKs, Adults, and Family Connection; and authorize Chair to sign same.

Attachments: [Appropriation Form](#)

TRANSPORTATION/SOLID WASTE

- 3ad) **Adoption of Resolution Approving and Levying a Special Tax for Fiscal Year 2025-2026 in the Amount of \$72.71 on Each Parcel Within the Lakewood Lighting District of Mendocino County (Ukiah Area)**

Recommended Action:

Adopt Resolution approving and levying a Special Tax for Fiscal Year 2025-2026 in the amount of \$72.71 on each parcel within the Lakewood Lighting District of Mendocino County (Ukiah Area); and authorize Chair to sign same.

Attachments: [Resolution](#)

- 3ae) **Adoption of Resolution Approving Department of Transportation Agreement Number 230044 with MGE Engineering Inc. in the Amount of \$1,832,000 for Professional Engineering Design Services, and Authorizing an Additional Contingency Amount of \$183,000, for the Camp 1 Ten Mile Road Bridge Replacement Project over South Fork Ten Mile River, County Road 427, Mile Post 1.88 (Fort Bragg Area)**

Recommended Action:

Adopt Resolution approving Department of Transportation Agreement number 230044 with MGE Engineering Inc. in the amount of \$1,832,000 for professional engineering design services, and authorizing an additional contingency amount of \$183,000, for the Camp 1 Ten Mile Road Bridge Replacement Project over South Fork Ten Mile River, County Road 427, Mile Post 1.88 (Fort Bragg Area); and authorize Chair to sign the same.

Attachments: [Resolution Agreement Letter](#)

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 Mendocino County Board of Supervisors.



Mendocino County Board of Supervisors Agenda Summary

Item #: 4a)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Varies

Phone: Varies

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

Discussion and Possible Action Including Acceptance of Informational Report(s) from the Assessor/Clerk-Recorder/Registrar of Voters, Acting Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s)
(Sponsor: Executive Office)

Recommended Action/Motion:

Accept any informational reports provided by the Assessor/Clerk-Recorder/Registrar of Voters, Acting Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s).

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 #: 4b)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

Chief Executive Officer's Report
(Sponsor: Executive Office)

Recommended Action/Motion:

Accept the Chief Executive Officer's report.

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 #: 4c)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

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

Recommended Action/Motion:

Provide direction to staff on matters of legislation.

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 #: 4d)

To: BOARD OF SUPERVISORS

From: Board of Supervisors

Meeting Date: July 8, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Regular Agenda

Time Allocated for Item: 15 Minutes

Agenda Title:

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

Recommended Action/Motion:

Provide direction to staff on matters of legislation.

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 #: 6a)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 8, 2025

Item Type: Closed Session

Time Allocated for Item: 30 Minutes

Agenda Title:

Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator - Agency Negotiators: Darcie Antle and Cherie Johnson; Employee Organization(s): Service Employees' International Union (SEIU) Local 1021, Mendocino County Deputy Sheriffs' Association (DSA), Mendocino County Law Enforcement Management Association (MCLEMA), Mendocino County Management Association, Mendocino County Association of Confidential Employees (MCACE), Mendocino County Department Head Association, Mendocino County Probation Employees' Association (MCPEA) Teamsters Local 856, Mendocino County Public Authority and SEIU Local 2015 (IHSS), Mendocino County Public Attorneys' Association (MCPAA), and Unrepresented

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 #: 6b)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: July 8, 2025

Item Type: Closed Session

Time Allocated for Item: 15 Minutes

Agenda Title:

Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation:
One Case - April James et al. v. Matthew Kendall et al., U.S. District Court, Northern District, Case No. 1:25-cv
-03736-RMI

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 #: 6c)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: July 8, 2025

Item Type: Closed Session

Time Allocated for Item: 15 Minutes

Agenda Title:

Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation:
One Case - Scott Roat v. County of Mendocino, et al., Mendocino County Superior Court, Case No.
25CV02171

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 #: 6d)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 8, 2025

Item Type: Closed Session

Time Allocated for Item: 1 Hour

Agenda Title:

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Public Defender

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 #: 6e)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 8, 2025

Item Type: Closed Session

Time Allocated for Item: 1 Hour

Agenda Title:

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - County Counsel

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 #: 6f)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 8, 2025

Item Type: Closed Session

Time Allocated for Item: 1 Hour

Agenda Title:

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - Agricultural Commissioner

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: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Atlas Pearson

Phone: 707-463-4441

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Minutes of June 24, 2025, Regular Meeting

Recommended Action/Motion:

Approve minutes of June 24, 2025, regular meeting

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Final Status: Item Status

Date: Date Executed

Executed Item Type: item

Number:

MADELINE CLINE
1st District
Supervisor

MAUREEN MULHEREN
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor
Chair

BERNIE NORVELL
4th District
Supervisor
Vice-Chair

TED WILLIAMS
5th District
Supervisor



DARCIE ANTLE
Chief Executive Officer/
Clerk of the Board

Charlotte E. Scott
County Counsel

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

MENDOCINO COUNTY BOARD OF SUPERVISORS

ACTION MINUTES – June 24, 2025

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: Supervisor Madeline Cline, Supervisor Maureen Mulheren, Supervisor John Haschak, Supervisor Bernie Norvell, and Supervisor Ted Williams.

Staff Present: Darcie Antle, Chief Executive Officer; Charlotte E. Scott, County Counsel; Lillian Bearden, Deputy Clerk of the Board; and Atlas M.A. Pearson, Senior Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Scott Miller.

AGENDA ITEM NO. 2 – PUBLIC EXPRESSION

Presenter/s: Gizmo; and Mark Donegan.

AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Chair Haschak.

Public Comment: Dan Hitchman; Janet Rosen; Scott Miller; Steven Tunner; Peter McNamee; and Izen Locatelli.

Board Action: Upon motion by Supervisor Mulheren, seconded by Supervisor Williams, IT IS ORDERED that item 3m is pulled for separate consideration, item 3au) is withdrawn by the department, item 3v) is approved as modified, and Consent Calendar items 3a) – 3l), 3n) – 3at), and 3av) – 3bz) are hereby approved as follows. The motion carried by the following vote:

Aye: 5 – Supervisor Cline, Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 0 – None

3A) APPROVAL OF MINUTES OF MAY 29, 2025, SPECIAL JOINT MEETING (IWPC ALL BOARDS MEETING) – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3B) APPROVAL OF MINUTES OF JUNE 3, 2025, REGULAR MEETING/BUDGET HEARING – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3C) APPROVAL OF MINUTES OF JUNE 4, 2025, REGULAR MEETING/BUDGET HEARING – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3D) APPROVAL OF APPOINTMENTS/REAPPOINTMENTS – SPONSOR: EXECUTIVE OFFICE

Approved;

1. Aaron Streufert, Second District Representative, Public Health Advisory Board;
2. Mills Matheson, Third District Representative, Public Health Advisory Board;
3. Lucresha Renteria, Fourth District Representative, Public Health Advisory Board;
4. Andy Coren, Fifth District Representative, Public Health Advisory Board;
5. Nicole Glentzer, General Member, Public Health Advisory Board;
6. Townley Saye, General Member, Public Health Advisory Board;
7. Sue Mason, General Member, Public Health Advisory Board; and
8. Kerri Vau, Fifth District Representative, Mental Health Treatment Act Citizens Oversight Committee

3E) APPOINTMENT OF SUPERVISOR CLINE AS THE BOARD OF SUPERVISORS REPRESENTATIVE TO THE MENDOCINO COUNTY PUBLIC HEALTH ADVISORY BOARD (PHAB) – SPONSOR: CHAIR HASCHAK

Approved;

3F) ADOPTION OF RESOLUTION APPROVING AMENDMENT TO THE JOINT POWERS AGREEMENT (JPA) OF THE MENDOCINO COUNCIL OF GOVERNMENTS (MCOG) TO PLAN, ADMINISTER, AND IMPLEMENT ENERGY EFFICIENT PROGRAMS AND RELATED PROGRAM WORK – SPONSORS: SUPERVISOR HASCHAK AND SUPERVISOR CLINE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-104

3G) APPROVAL OF LETTER OF OPPOSITION FOR THE SAFEGUARDING AMERICAN VOTER ELIGIBILITY (SAVE) ACT – SPONSOR: SUPERVISOR MULHEREN AND ASSESSOR/CLERK-RECORDER

Approved and Chair is authorized to sign same;

3H) APPROVAL OF TRANSMISSION OF A LETTER OF SUPPORT FOR BUREAU OF LAND MANAGEMENT’S ACQUISITION OF THE 15-ACRE KEISER PARCEL – SPONSOR: SUPERVISOR HASCHAK

Approved;

3I) RATIFICATION OF LETTER OF OPPOSITION TO OFFSHORE OIL AND GAS DRILLING ALONG THE CALIFORNIA COASTLINE – SPONSORS: SUPERVISOR WILLIAMS AND SUPERVISOR NORVELL

Approved;

3J) ACCEPTANCE OF THE ESSENTIAL SERVICES SALES TAX (MEASURE P) ALLOCATION METHOD FOR SECOND QUARTER OF FISCAL YEAR 2024-25, AS PROPOSED BY THE MENDOCINO COUNTY FIRE DISTRICTS ASSOCIATION OF ELECTED OFFICIALS (EXHIBIT A); ACCEPTANCE OF THE MENDOCINO COUNTY CAMPING TRANSIENT OCCUPANCY TAX (MEASURE D) ALLOCATION METHOD FOR SECOND QUARTER OF FISCAL YEAR 2024-25, AS PROPOSED BY THE MENDOCINO COUNTY FIRE CHIEFS ASSOCIATION (EXHIBIT B); ACCEPTANCE OF THE MENDOCINO COUNTY PROPOSITION 172 ALLOCATION METHOD FOR SECOND QUARTER OF FISCAL YEAR 2024-25, AS PROPOSED BY THE MENDOCINO COUNTY FIRE CHIEFS ASSOCIATION (EXHIBIT C); AND AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER OR DESIGNEE TO NEGOTIATE AND ENTER INTO AGREEMENTS WITH FIRE AGENCIES AND THE MENDOCINO COUNTY FIRE SAFE COUNCIL, NOT TO EXCEED THE AMOUNTS APPROPRIATED – SPONSOR: EXECUTIVE OFFICE

Approved;

3K) APPROVAL OF AGREEMENT (FIRST AMENDMENT TO AGREEMENT NO. PA-23-112), WITH GRANICUS, LLC., IN THE AMOUNT OF \$19,584.49, FOR A NEW AGREEMENT TOTAL OF \$53,722.59, FOR A FISCAL YEAR 2025/26 SUBSCRIPTION FOR GOVACCESS FOR TRADITIONAL VISIONLIVE, INCLUDING MAINTENANCE, HOSTING AND LICENSING, EFFECTIVE JULY 1, 2023, THROUGH A NEW END DATE OF JUNE 30, 2026 (ORIGINAL END DATE: JUNE 30, 2025) – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-075

3L) APPROVAL OF LICENSE AGREEMENT WITH CITY OF FORT BRAGG FOR USE OF THE FORT BRAGG VETERANS MEMORIAL BUILDING PROPERTY AT 360 N. HARRISON STREET (APN 008-183-02-00) FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO BE INSTALLED AS PART OF THE BAINBRIDGE PARK ENHANCEMENT PROJECT, AND FINDING, PURSUANT TO GOVERNMENT CODE SECTION 25526.6, THAT THE PROPOSED LICENSE IS IN THE PUBLIC INTEREST, AS THE IMPROVEMENTS WILL CREATE AN IMPROVED PUBLIC ASSET FOR PUBLIC ENJOYMENT AND RECREATION, AND THE LICENSE WILL NOT CONFLICT OR INTERFERE WITH THE USE OF THE REMAINDER OF THE COUNTY PROPERTY, AS A VETERANS MEMORIAL BUILDING – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-076

3N) APPROVAL OF PERMISSION TO ENTER AGREEMENT FOR UKIAH VALLEY FIRE AUTHORITY’S (UVFA) ACCESS TO CONDUCT FIRE MITIGATION MOWING, WEED TRIMMING, TREE TRIMMING, AND DEAD TREE REMOVAL WORK TO THE DESIGNATED AREAS WITHIN LOW GAP PARK (APNs: 001-020-11, 001-020-68, 001-020-69, 001-020-77), LOCATED IN UKIAH, CALIFORNIA – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-077

3O) APPROVAL OF THIRD AMENDMENT TO BOS AGREEMENT No. 24-045 WITH JACINTO WALTERS AUTOMOTIVE LLC DBA JACINTO AUTOMOTIVE EXTENDING THE TERMINATION DATE FROM JUNE 30, 2025, TO JUNE 30, 2026, INCREASING THE TOTAL AMOUNT PAYABLE BY \$312,000, FOR A NEW AGREEMENT TOTAL OF \$812,000 FOR COUNTY FLEET REPAIR AND MAINTENANCE SERVICES – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-045-A3

3P) RATIFICATION OF LETTER OF SUPPORT FOR CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CALWORKS): RIGHTSIZE COUNTY ADMINISTRATIVE FUNDING FOR THE CALWORKS PROGRAM – SPONSOR: EXECUTIVE OFFICE

Approved;

3Q) RATIFICATION OF LETTER OF SUPPORT FOR IN-HOME SUPPORTIVE SERVICES (IHSS) AND TO RESTORE \$81 MILLION CUT TO IHSS ADMINISTRATIVE FUNDING AND REJECT CFCO COUNTY PENALTIES – SPONSOR: EXECUTIVE OFFICE

Approved;

3R) RATIFICATION OF LETTER OF OPPOSITION FOR ASSEMBLY BILL 339 (ORTEGA) - LOCAL PUBLIC EMPLOYEE ORGANIZATIONS: NOTICE REQUIREMENTS – SPONSOR: EXECUTIVE OFFICE

Approved;

3S) RATIFICATION OF LETTER OF OPPOSITION FOR ASSEMBLY BILL 1331 (ELHAWARY) - WORKPLACE SURVEILLANCE – SPONSOR: EXECUTIVE OFFICE

Approved;

3T) RATIFICATION OF LETTER OF OPPOSITION FOR ASSEMBLY BILL 1337 (WARD) - INFORMATION PRACTICES ACT OF 1977 – SPONSOR: EXECUTIVE OFFICE

Approved;

3U) APPROVAL OF APPROPRIATION OF FUNDS FOR THE ANIMAL CARE SERVICES SPAY/NEUTER PROGRAM FOR FISCAL YEAR 2024-25 TO INCREASE FUND 1213, BUDGET UNIT 2861, OBJECT 864370 BY \$245,370; DECREASE FUND 1213, BUDGET UNIT 1213, OBJECT 862189 BY \$12,038; INCREASE FUND 1213, BUDGET UNIT 2861, OBJECT 827802 BY \$133,332; INCREASE FUND 1100, BUDGET UNIT 2860, OBJECT 865802 BY \$133,332; AND INCREASE FUND 1213, BUDGET UNIT 2861, OBJECT 825490 BY \$100,000 – SPONSOR: ANIMAL CARE SERVICES

Approved and Chair is authorized to sign same;

3V) RETROACTIVE APPROVAL OF AGREEMENT WITH CALICO SOLUTIONS IN THE AMOUNT OF \$15,000 FOR CALCATS SOFTWARE PROGRAM IN SUPPORT OF AGRICULTURE/WEIGHTS AND MEASURES BILLING AND TRACKING, WITH A TERM FROM JANUARY 1, 2022 THROUGH JUNE 30, 2026 – SPONSOR: AGRICULTURE

Approved as modified and Chair is authorized to sign same;

Enactment No: Agreement 25-078

3W) RETROACTIVE APPROVAL OF COOPERATIVE AGREEMENT WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA) AMENDING PURCHASING AGENT AGREEMENT No 25-46, INCREASING THE AMOUNT BY \$23,382 FOR A NEW TOTAL AMOUNT OF \$63,088 FOR REIMBURSEMENT OF DETECTION TRAPPING ACTIVITIES FOR THE TERM OF JULY 1, 2024, THROUGH JUNE 30, 2025 – SPONSOR: AGRICULTURE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-079

3X) ADOPTION OF RESOLUTION APPROVING THE MENDOCINO COUNTY FINAL BUDGET FOR FISCAL YEAR 2025-26 THAT WAS THE SUBJECT OF A PUBLIC HEARING ON JUNE 3, 2025, AND APPROVED AS REVISED BY THE BOARD OF SUPERVISORS – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-105

3Y) ADOPTION OF RESOLUTION INCREASING THE CAPITALIZATION THRESHOLD FROM \$5,000 TO \$10,000 PER 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200), WITH AN EFFECTIVE DATE OF JULY 1, 2025 – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-106

3Z) APPROVAL OF AGREEMENT WITH REGIONAL GOVERNMENT SERVICES IN THE AMOUNT OF \$100,000 FOR FISCAL SYSTEMS REVIEW AND CONSULTING SERVICES, EFFECTIVE WHEN AGREEMENT IS FULLY EXECUTED, THROUGH JANUARY 31, 2027 – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-080

3AA) APPROVAL TO DISCHARGE FROM ACCOUNTABILITY THE ATTACHED LIST OF CASES COMPRISED OF DELINQUENT FINES, PENALTIES, FEES AND ASSESSMENTS DETERMINED TO BE NON-COLLECTIBLE DUE TO AGE OF DEBT, DEBTOR INABILITY TO PAY, OR LACK OF INFORMATION AVAILABLE TO LOCATE DEBTOR AND WHERE THE COST OF RECOVERY EXCEEDS THAT OF COLLECTION – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Approved;

3AB) APPROVAL OF OUTDOOR FESTIVAL APPLICATION FOR THE MENDOCINO MUSIC FESTIVAL TO BE HELD JULY 12, 2025, THROUGH JULY 26, 2025, IN THE TOWN OF MENDOCINO – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Approved;

3AC) APPROVAL OF OUTDOOR FESTIVAL APPLICATION FOR THE NORTHERN NIGHTS MUSIC FESTIVAL TO BE HELD JULY 17, 2025, THROUGH JULY 20, 2025, IN PIERCY – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Approved;

3AD) APPROVAL OF RETROACTIVE AGREEMENT (SECOND AMENDMENT TO AGREEMENT No. AC-A23-001) WITH FIFTH ASSET, INC. D/B/A DEBTBOOK FOR AN INCREASE IN THE AMOUNT OF \$66,000 FOR A NEW TOTAL OF \$107,000 FOR SPECIALIZED SOFTWARE AND SERVICES FOR THE MANAGEMENT AND REQUIRED REPORTING OF BONDS, LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS, EFFECTIVE MAY 22, 2023, THROUGH MAY 15, 2028 – SPONSOR: AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Approved and Chair is authorized to sign same;

Enactment No: Agreement Agreement 25-081

3AE) ADOPTION OF RESOLUTION AUTHORIZING THE AUDITOR CONTROLLER TREASURER TAX COLLECTOR OR DESIGNEE TO PROCESS AND PAY FOR OUTSTANDING INVOICES, TOTALING THE AMOUNT OF \$7,805.95, FROM VARIOUS PSYCHIATRIC HOSPITALS, CLINICS AND PHYSICIAN OFFICES FOR MANDATED SERVICES PROVIDED TO QUALIFIED MENDOCINO COUNTY MENTAL HEALTH CLIENTS – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-107

3AF) APPROVAL OF AGREEMENT WITH BUCKLEW PROGRAMS IN THE AMOUNT OF \$65,000 TO PROVIDE MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) SUICIDE PREVENTION SERVICES, AND CRISIS TELEPHONE COUNSELING TO MENDOCINO COUNTY RESIDENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-082

3AG) APPROVAL OF AGREEMENT WITH HARWOOD MEMORIAL PARK DBA LAYTONVILLE HEALTHY START IN THE AMOUNT OF \$60,000 TO PROVIDE MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) AND COMMUNITY SERVICES AND SUPPORTS (CSS), EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-083

3AH) APPROVAL OF AGREEMENT WITH NUESTRA ALIANZA DE WILLITS IN THE AMOUNT OF \$60,000 TO PROVIDE MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) SERVICES, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-084

3AI) APPROVAL OF AGREEMENT WITH THE CITY OF FORT BRAGG IN THE AMOUNT OF \$500,000 TO AUGMENT THE EXISTING CARE RESPONSE UNIT TO REDUCE ENCOUNTERS BETWEEN INDIVIDUALS WITH MENTAL ILLNESS AND/OR SUBSTANCE MISUSE, AND LAW ENFORCEMENT AND THE CRIMINAL JUSTICE SYSTEM EFFECTIVE UPON SIGNING THROUGH JUNE 30, 2027 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-085

3AJ) APPROVAL OF AGREEMENT WITH CRESTWOOD BEHAVIORAL HEALTH, INC. IN THE AMOUNT OF \$350,000, TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2025 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-086

3AK) APPROVAL OF AGREEMENT WITH DAVIS GUEST HOME IN THE AMOUNT OF \$350,000, TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-087

3AL) APPROVAL OF AGREEMENT WITH HILBORN CARE, INC, DBA CREEKSIDE REHABILITATION AND BEHAVIORAL HEALTH IN THE AMOUNT OF \$359,160, TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-088

3AM) APPROVAL OF AGREEMENT WITH VISTA PACIFICA CENTER IN THE AMOUNT OF \$215,000 TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-089

3AN) APPROVAL OF AGREEMENT WITH REDWOOD COMMUNITY SERVICES (RCS) HAVEN HOUSE IN THE AMOUNT OF \$370,000 TO PROVIDE HOUSING AND CASE MANAGEMENT SPECIALTY MENTAL HEALTH SERVICES (SMHS), INCLUDING SERVICES REQUIRED TO MEET THE COUNTY'S OBLIGATION TO PROVIDE SPECIALTY MENTAL HEALTH SERVICES UNDER THE ASSISTED OUTPATIENT TREATMENT (AOT) DEMONSTRATION PROJECT ACT AND THE LANTERMAN-PETRIS-SHORT (LPS) ACT, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-090

3AO) APPROVAL OF AGREEMENT WITH TELECARE CORPORATION IN THE AMOUNT OF \$116,000 TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-091

3AP) APPROVAL OF AGREEMENT WITH LIFE GENERATIONS HEALTHCARE LLC IN THE AMOUNT OF \$250,000 TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-092

3AQ) APPROVAL OF AGREEMENT WITH PSYNERGY PROGRAMS, INC. IN THE AMOUNT OF \$350,000 TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-093

3AR) APPROVAL OF AGREEMENT WITH CALIFORNIA PSYCHIATRIC TRANSITIONS, INC. IN THE AMOUNT OF \$350,000 TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-094

3AS) APPROVAL OF AGREEMENT WITH WILLOW GLEN CARE CENTER IN THE AMOUNT OF \$500,000 TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-095

3AT) APPROVAL OF AMENDMENT TO BOS AGREEMENT No. 23-130 WITH REDWOOD COMMUNITY SERVICES, INC. TO INCREASE THE AMOUNT BY \$1,146,500 FOR A NEW TOTAL OF \$2,309,361 TO OPERATE CRISIS RESPITE SERVICES IN THE CITY OF FORT BRAGG FOR THE MENDOCINO COAST, EFFECTIVE MAY 11, 2023, THROUGH JUNE 30, 2027 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 23-130-A1

~~**3AU) APPROVAL OF FIRST AMENDMENT TO AGREEMENT BOS 23-130 WITH REDWOOD COMMUNITY SERVICES, INC. TO INCREASE THE AMOUNT BY \$1,146,500 FOR A NEW TOTAL OF \$2,309,361 TO OPERATE CRISIS RESPITE SERVICES IN THE CITY OF FORT BRAGG FOR THE MENDOCINO COAST, EFFECTIVE MAY 11, 2023, THROUGH JUNE 30, 2027 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES**~~

Withdrawn.

3AV) APPROVAL OF FIRST AMENDMENT TO AGREEMENT No. BOS-24-071 WITH WILLOW GLEN CARE CENTER IN THE AMOUNT OF \$10,000 FOR A NEW AGREEMENT TOTAL OF \$510,000 TO PROVIDE RESIDENTIAL CARE TO MENDOCINO COUNTY LANTERMAN-PETRIS-SHORT CLIENTS, EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2025 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-071-A1

3AW) APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH REDWOOD COMMUNITY SERVICES TO DEVELOP AND PROVIDE PROPERTY MANAGEMENT FOR AN AFFORDABLE HOUSING PROJECT WITH FUNDS PROVIDED THROUGH THE NO PLACE LIKE HOME PROGRAM, EFFECTIVE UPON EXECUTION THROUGH JUNE 30, 2045 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-096

3AX) APPROVAL OF SECOND AMENDMENT TO AGREEMENT No. BOS-24-061 (THIRD AMENDMENT OVERALL) WITH RESTPADD, INC. IN THE AMOUNT OF \$153,000 FOR A NEW AGREEMENT TOTAL OF \$1,500,000, TO PROVIDE INPATIENT PSYCHIATRIC SERVICES TO QUALIFIED MENDOCINO COUNTY CLIENTS, EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2025 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-061-A2

3AY) APPROVAL OF AGREEMENT WITH KIRK GORMAN, ATTORNEY AT LAW, IN THE AMOUNT OF \$156,000, TO PROVIDE PART-TIME CHILD SUPPORT ATTORNEY SERVICES TO MENDOCINO COUNTY CHILD SUPPORT SERVICES, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: CHILD SUPPORT

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-097

3AZ) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE FOR BUDGET UNIT 2310 (SHERIFFS CORONER) AS FOLLOWS: TITLE CHANGES FOR SHERIFF'S EVIDENCE UNIT SUPERVISOR TO SHERIFF'S PROPERTY ROOM SUPERVISOR AND SHERIFF'S EVIDENCE TECHNICIAN TO SHERIFF'S PROPERTY ROOM TECHNICIAN – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-108

3BA) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 1320 (HUMAN RESOURCES), ADD 1.0 FTE, SENIOR HR ANALYST, \$83,075.20 - \$100,942.40/ANNUALLY; DELETE 1.0 FTE, (POSITION No. 4071) HR MANAGER, \$98,779.20 - \$120,078.40/ANNUALLY – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-109

3BB) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 0327 (AIR QUALITY MANAGEMENT DISTRICT), ADD 1.0 FTE, OFFICE SERVICES SUPERVISOR, \$50,585.60 - \$61,505.60/ANNUALLY; DELETE 1.0 FTE, (POSITION No. 4022) ACCOUNT SPECIALIST III, \$48,776.00 - \$59,280.00/ANNUALLY – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-110

3BC) ADOPTION OF RESOLUTION AUTHORIZING CHANGES TO AND ADOPTION OF THE MASTER POSITION ALLOCATION TABLE FOR FISCAL YEAR 2025-26 – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-111

3BD) APPROVAL OF AGREEMENT BETWEEN PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) AND MENDOCINO COUNTY FOR PARTICIPATION IN PRISM'S EMPLOYMENT PRACTICES LEGAL ADVICE SERVICE WHICH ESTABLISHES AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN PRISM AND MENDOCINO COUNTY AND IS EFFECTIVE FROM THE DATE OF ITS EXECUTION, UNTIL TERMINATED BY EITHER PARTY – SPONSOR: HUMAN RESOURCES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-098

3BE) APPROVAL OF FIFTH AMENDMENT TO BOS AGREEMENT No. 23-117 WITH RENNE PUBLIC LAW GROUP, LLP IN THE AMOUNT OF \$75,000 FOR A NEW AGREEMENT TOTAL OF \$460,000 AND EXTENDING THE AGREEMENT EXPIRATION DATE FROM JUNE 30, 2025, TO JUNE 30, 2026, TO CONTINUE TO PROVIDE ONGOING EMPLOYER-EMPLOYEE RELATIONS SERVICES WITH THE COUNTY'S EIGHT BARGAINING UNITS, VARIOUS LEGAL COURT REPRESENTATION AND CONTRACT NEGOTIATIONS – SPONSOR: HUMAN RESOURCES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 23-117-A5

3BF) APPROVAL OF FIRST AMENDMENT TO BOS AGREEMENT 25-012 (THIRD AMENDMENT TO PA AGREEMENT No. 24-54) WITH CLIENTFIRST CONSULTING GROUP, LLC, DBA CLIENTFIRST TECHNOLOGY IN THE AMOUNT OF \$0 FOR A TOTAL OF \$105,000 AND TO EXTEND THE TERMINATION DATE FROM JUNE 30, 2025, TO JUNE 30, 2026, TO PROVIDE CONTINUED CONSULTING SERVICES RELATED TO IMPLEMENTATION PROJECT MANAGEMENT OVERSIGHT WITH MUNIS IMPROVEMENTS – SPONSOR: INFORMATION TECHNOLOGY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-012-A1

3BG) APPROVAL OF RETROACTIVE SERVICE AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS, IN THE AMOUNT OF \$81,819.96 FOR DOCUWARE SUPPORT AND MAINTENANCE SERVICES, EFFECTIVE FEBRUARY 10, 2025, THOUGH JANUARY 31, 2028 – SPONSOR: INFORMATION TECHNOLOGY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-099

3BH) APPROVAL OF SUBMISSION OF GRANT APPLICATION FOR THE CALIFORNIA STATE LIBRARY'S ZIP BOOKS 2025-2026 PROGRAM FOR FUNDING IN THE AMOUNT OF \$12,000 BY THE MENDOCINO COUNTY LIBRARY TO PARTICIPATE IN THE ZIP BOOKS PROGRAM AND USE DEDICATED CREDIT CARD FOR GRANT PROGRAM PURCHASES – SPONSOR: LIBRARY

Approved;

3BI) APPROVAL OF AGREEMENT WITH MARIE BLANCAS IN THE AMOUNT OF \$4,150, (INCLUDING A REFUNDABLE \$1,000 CLEANING DEPOSIT) FOR LIMITED USE OF THE MUSEUM GROUNDS BETWEEN AUGUST 15, 2025, THROUGH AUGUST 17, 2025, TO HOST A 300-PERSON MUSIC EVENT, ONCE IN A BLUES MOON; AND DELEGATION OF AUTHORITY TO RISK MANAGEMENT TO TERMINATE AGREEMENT IF REQUIRED DOCUMENTS ARE NOT RECEIVED 45 DAYS PRIOR TO THE EVENT – SPONSOR: MUSEUM

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-100

3BJ) APPROVAL OF AGREEMENT WITH CSG CONSULTANTS INC., IN THE AMOUNT OF \$50,000, FOR PLAN CHECK SERVICES WITH A TERM THROUGH JUNE 30, 2028 – SPONSOR: PLANNING AND BUILDING SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-101

3BK) APPROVAL OF SECOND AMENDMENT TO AGREEMENT NO. 94-209 FOR BUILDING SAFETY SERVICES BETWEEN THE COUNTY OF MENDOCINO AND THE CITY OF FORT BRAGG – SPONSOR: PLANNING AND BUILDING SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 94-209-A2

3BL) APPROVAL OF AGREEMENT WITH ANGELA ROSE FISCHER-WEAVER, PA-C, IN THE AMOUNT OF \$65,000 TO PROVIDE PHYSICIAN ASSISTANT CERTIFIED SERVICES AT THE MENDOCINO COUNTY JUVENILE HALL, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: PUBLIC HEALTH

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-102

3BM) APPROVAL OF AGREEMENT (SECOND AMENDMENT TO AGREEMENT PH-24-043) WITH CONDUENT HEALTHY COMMUNITIES CORPORATION IN THE AMOUNT OF \$24,500 FOR A NEW TOTAL OF \$80,500 TO SUPPORT MENDOCINO COUNTY PUBLIC HEALTH (PH) IN COMPLETING ITS COMMUNITY HEALTH IMPROVEMENT PLAN AND IN DEVELOPING THE PH STRATEGIC PLAN FOR 2024-2029, EFFECTIVE UPON SIGNATURE THROUGH DECEMBER 31, 2025 – SPONSOR: PUBLIC HEALTH

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-103

3BN) APPROVAL OF RETROACTIVE FIRST AMENDMENT TO BOS AGREEMENT 19-215 (REVENUE AGREEMENT NO. DD-P11-006, A FEE FOR SERVICE AGREEMENT) WITH PARTNERSHIP HEALTHPLAN OF CALIFORNIA (PHC) TO PROVIDE FOR MEDI-CAL MANAGED CARE CAPITATION RATE INCREASES AS A RESULT OF INTERGOVERNMENTAL TRANSFERS (IGT) FROM MENDOCINO COUNTY PUBLIC HEALTH TO THE DEPARTMENT OF HEALTH CARE SERVICES (DHCS) TO MAINTAIN THE AVAILABILITY OF PLAN COVERED HEALTH CARE SERVICES TO PARTNERSHIP HEALTHPLAN OF CALIFORNIA BENEFICIARIES, EFFECTIVE JULY 1, 2024, UNTIL DECEMBER 31, 2029 – SPONSOR: PUBLIC HEALTH

Approved and Chair is authorized to sign same;

Enactment No: Interim Agreement *19-215-A2

3BO) APPROVAL OF AGREEMENT WITH EVERSOLE MORTUARY IN THE AMOUNT OF \$40,000 FOR MORTUARY SERVICES WITHIN THE CENTRAL OPERATIONS SECTOR OF MENDOCINO COUNTY EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-104

3BP) APPROVAL OF FIRST AMENDMENT TO BOS AGREEMENT 20-121 WITH BI, INC. INCREASING THE TOTAL AGREEMENT AMOUNT BY \$100,000 TO PROVIDE ELECTRONIC HOME DETENTION MONITORING DEVICES FOR INMATES THROUGH JUNE 30, 2026 – SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 20-121-A1

3BQ) APPROVAL OF THIRD AMENDMENT TO BOS AGREEMENT 21-145 WITH ARMOROUS INCREASING THE TOTAL AGREEMENT AMOUNT BY \$100,000 FOR A NEW AGREEMENT TOTAL OF \$730,000 TO PROVIDE ONGOING SECURITY GUARD SERVICES FOR INMATES TEMPORARILY HOUSED IN FACILITIES OTHER THAN THE MENDOCINO COUNTY JAIL, SUCH AS HOSPITALS, THROUGH JUNE 30, 2026 – SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 21-145-A3

3BR) APPROVAL OF AGREEMENT WITH FIRST 5 MENDOCINO IN THE AMOUNT OF \$55,347, TO PROVIDE POSITIVE PARENTING PROGRAM (TRIPLE P) CLASSES COUNTYWIDE, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-105

3BS) APPROVAL OF AGREEMENT WITH CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT IN THE AMOUNT OF \$1,500,000, TO PROVIDE TRAININGS FOR INDIVIDUALS SERVING TITLE IV-E FEDERALLY ELIGIBLE FOSTER CHILDREN INCLUDING RESOURCE PARENTS, SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM STAFF, COUNTY STAFF AND COMMUNITY-BASED AGENCIES, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-106

3BT) APPROVAL OF AGREEMENT WITH REDWOOD COMMUNITY SERVICES, INC. IN THE AMOUNT OF \$76,000, TO PROVIDE AN INLAND SHELTER TO INDIVIDUALS IN MENDOCINO COUNTY, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-107

3BU) APPROVAL OF AGREEMENT WITH MENDOCINO COAST HOSPITALITY CENTER IN THE AMOUNT OF \$69,500, TO PROVIDE A COASTAL SHELTER TO INDIVIDUALS IN MENDOCINO COUNTY, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-108

3BV) APPROVAL OF AGREEMENT WITH REDWOOD COMMUNITY SERVICES IN THE AMOUNT OF \$300,000 TO PROVIDE CONGREGATE EMERGENCY SHELTER SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS IN MENDOCINO COUNTY, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-109

3BW) APPROVAL OF AGREEMENT WITH FORD STREET PROJECT IN THE AMOUNT OF \$400,000 TO PROVIDE EMERGENCY SHELTER SERVICES FOR FAMILIES WITH CHILDREN EXPERIENCING HOMELESSNESS IN MENDOCINO COUNTY, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-110

3BX) APPROVAL OF AGREEMENT WITH MENDOCINO COAST HOSPITALITY CENTER IN THE AMOUNT OF \$200,000 TO PROVIDE CONGREGATE EMERGENCY SHELTER SERVICES FOR INDIVIDUALS AND FAMILIES EXPERIENCING HOMELESSNESS IN MENDOCINO COUNTY, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-111

3BY) APPROVAL OF PROPERTY MANAGEMENT AGREEMENT WITH RURAL COMMUNITIES HOUSING DEVELOPMENT CORPORATION (RCHDC) FOR PROFESSIONAL SERVICES AT THE LIVE OAK APARTMENT COMPLEX (PROJECT HOMEKEY) AT 555 S. ORCHARD (UKIAH) WITH AN ESTIMATED ANNUAL MAXIMUM EXPENSE OF \$300,000 (\$900,000 ESTIMATED TOTAL AGREEMENT VALUE) EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2028 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-112

3BZ) APPROVAL OF SECOND AMENDMENT TO AGREEMENT NO. BOS-23-072 (THIRD AMENDMENT OVERALL) WITH RUSSELL A. CORMIER (DBA NUTMEG CONSULTING, INC.), IN THE AMOUNT OF \$100,128, FOR A NEW TOTAL OF \$312,530, TO SERVE AS ADMINISTRATOR OF THE MENDOCINO COUNTY HOMELESS SERVICES CONTINUUM OF CARE'S COORDINATED ENTRY DATA SYSTEM, INCLUDING OVERSIGHT AND MANAGEMENT OF THE SYSTEM AND DATA ENTERED BY HOMELESS SERVICE PROVIDERS, EFFECTIVE MAY 9, 2023, THROUGH JUNE 30, 2026 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same.

Enactment No: Agreement 23-072-A2

AGENDA ITEM NO. 4 – REGULAR CALENDAR

4A) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF INFORMATIONAL REPORT(S) FROM THE ASSESSOR/CLERK-RECORDER/REGISTRAR OF VOTERS, ACTING AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR, DISTRICT ATTORNEY, SHERIFF AND VARIOUS COUNTY DEPARTMENT HEADS OR DESIGNEE(S) – SPONSOR: EXECUTIVE OFFICE

Presenter/s: Katrina Bartolomie, Assessor/Clerk-Recorder/Registrar of Voters; Xuyen Mallela, Principle Administrative Analyst, Executive Office; Izen Locatelli, Chief Probation Officer; Angela Godwin, Agricultural Commissioner/Sealer of Weights and Measures; Matthew Kendall, Sheriff; Julia Krog, Director, Planning and Building Services; and Gretchen McLaughlin, Code Enforcement Manager, Planning and Building Services.

Public Comment: None.

Board Action: No Action Taken.

4B) DISCUSSION AND POSSIBLE ACTION INCLUDING RECOGNITION OF EMPLOYEE SERVICE AWARDS FOR ELIGIBLE EMPLOYEES WITH 15 - 35 YEARS OF SERVICE - SPONSOR: HUMAN RESOURCES

Presenter/s: Cherie Johnson, Director, Human Resources.

Public Comment: Charlotte E. Scott; Julia Krog; and Rachel Ebel-Elliott.

Board Action: No Action Taken.

BOARD RECESS: 10:08 A.M – 10:25 A.M

4C) DISCUSSION AND POSSIBLE ACTION INCLUDING APPOINTMENT OF AN AD HOC COMMITTEE REGARDING THE RESPONSE TO THE 2024-2025 GRAND JURY REPORT, PLANNING AND BUILDING DEPARTMENT - STRUCTURAL ISSUES: EXPOSING THE CRACKS - SPONSOR: COUNTY COUNSEL

Presenter/s: Charlotte E. Scott, County Counsel.

Public Comment: Joseph Heart; and Dee Pallesen.

Board Action: Upon motion by Supervisor Cline, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors forms an Ad Hoc Committee comprised of Supervisor Williams and Supervisor Norvell to work with staff to on a proposed response to the 2024-2025 Grand Jury report, Planning and Building Department - Structural Issues: Exposing the Cracks, and return the proposed response to the Board. The motion carried by the following vote:

Aye: 5 – Supervisor Cline, Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 0 – None

4F) DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF A RESOLUTION TERMINATE BOS AGREEMENT NO. 24-085 (MASTER TAX SHARING AGREEMENT) BETWEEN THE COUNTY OF MENDOCINO AND THE CITIES OF UKIAH, WILLITS, FORT BRAGG, AND POINT ARENA, DUE TO FISCAL AND OPERATIONAL IMPACTS ARISING FROM THE FIRST PROPOSED ANNEXATION UNDER THE AGREEMENT; AUTHORIZE NOTIFICATION OF THE SIGNATORY CITIES AND MENDOCINO LAFCO; AND DIRECTION TO STAFF TO NOTIFY MENDOCINO LOCAL AGENCY FORMATION COMMISSION (LAFCO) THAT THE COUNTY ANTICIPATES THE PROPOSED ANNEXATION WOULD CREATE A SUBSTANTIAL RISK TO THE PROVISION OF MANDATED PUBLIC PROTECTION SERVICES, CONSISTENT WITH THE FRAMEWORK ESTABLISHED BY MENDOCINO COUNTY POLICY #13 (ANNEXATIONS) – SPONSOR: SUPERVISOR WILLIAMS

Presenter/s: Supervisor Williams; Charlotte E. Scott, County Counsel; Darcie Antle, Chief Executive Officer; Katrina Bartolomie, Assessor/Clerk Recorder/Registrar of Voters; Chamise Cubbison, Auditor-Controller/Treasurer-Tax Collector.

Public Comment: Michael; Janet Rosen; Julie Golden; Jill Liles; Cherie Paterson-Brown; Ross Liberty; Ken McCormick; Amanda Walker; Jordan Pool; Susie Smith; Steven Johnson; Douglas Crane; Lee Allen; Sage Sangiacomo; Matthew Kendall; Mari Rodin; Christine Hill; and Susan Savage.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors returns with this item after the Annexation Ad Hoc can bring forward a financial analysis; and directs the Annexation Ad Hoc to bring monthly updates until such an analysis is received. The motion carried by the following vote:

Aye: 5 – Supervisor Cline, Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 0 – None

4D) DISCUSSION AND POSSIBLE ACTION INCLUDING APPROVAL OF PRESENTATION OF THE MENDOCINO COUNTY SHERIFF'S OFFICE ON COMMUNITY OUTREACH RESPONSE AND ENGAGEMENT (C.O.R.E.) SERVICES PROVIDED IN MENDOCINO COUNTY - SPONSOR: SHERIFF-CORONER

Presenter/s: Matthew Kendall, Sheriff; Jenine Miller, Director, Health Services; and Megan Van Sant, Senior Program Manager, Social Services.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors approves presentation of the Mendocino County Sheriff's Office on Community Outreach Response and Engagement (C.O.R.E) services provided in Mendocino County. The motion carried by the following vote:

Aye: 5 – Supervisor Cline, Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 0 – None

AGENDA ITEM NO. 6 – CLOSED SESSION

Presenter/s: Chair Haschak.

Public Comment: None.

ADJOURNED TO CLOSED SESSION: 12:49 P.M.

6A) PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT - AIR POLLUTION CONTROL OFFICER

6B) PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATOR - AGENCY NEGOTIATORS: DARCIE ANTLE AND CHERIE JOHNSON; EMPLOYEE ORGANIZATION(S): SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU) LOCAL 1021, MENDOCINO COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA), MENDOCINO COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION (MCLEMA), MENDOCINO COUNTY MANAGEMENT ASSOCIATION, MENDOCINO COUNTY ASSOCIATION OF CONFIDENTIAL EMPLOYEES (MCACE), MENDOCINO COUNTY DEPARTMENT HEAD ASSOCIATION, MENDOCINO COUNTY PROBATION EMPLOYEES' ASSOCIATION (MCPEA) TEAMSTERS LOCAL 856, MENDOCINO COUNTY PUBLIC AUTHORITY AND SEIU LOCAL 2015 (IHSS), MENDOCINO COUNTY PUBLIC ATTORNEYS' ASSOCIATION (MCPAA), AND UNREPRESENTED

6C) PURSUANT TO GOVERNMENT CODE SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - PROPERTY: PHYSICAL ADDRESS: 120 W. FIR STREET, FORT BRAGG, CA AND APN: 008-054-12. AGENCY NEGOTIATORS: DARCIE ANTLE, STEVE DUNNICLIFF. NEGOTIATING PARTIES: COUNTY OF MENDOCINO AND CITY OF FORT BRAGG. UNDER NEGOTIATION: PRICE, TERMS, AND CONDITIONS OF PROPOSED SALE OF REAL PROPERTY

6D) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - CUBBISON V. COUNTY OF MENDOCINO, ET AL., MENDOCINO COUNTY SUPERIOR COURT, CASE No. 23CV01231

6E) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - JOSEPH HART V. COUNTY OF MENDOCINO, ET AL, U.S. DISTRICT COURT, NORTHERN DISTRICT, CASE No. 1:25-cv-04501-RMI

RECONVENED IN OPEN SESSION: 3:21 P.M.

AGENDA ITEM NO. 6 – REPORT OUT OF CLOSED SESSION

Presenter: Chair Haschak.

Board Action: With respect to agenda item 6a), 6b), 6c), 6d), and 6e), no reportable action was taken.

AGENDA ITEM NO. 4 – REGULAR CALENDAR

4E) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF PRESENTATION FROM BEHAVIORAL HEALTH AND RECOVERY SERVICES ON MENDOCINO COUNTY HEALTH COLLABORATION, SPECIALTY MENTAL HEALTH AGREEMENTS, AND APPROVAL OF AGREEMENTS WITH 1. ANCHOR HEALTH MANAGEMENT, INC. MEDICATION SUPPORT SERVICES IN THE AMOUNT OF \$2,900,000; 2. MENDOCINO COAST HOSPITALITY CENTER IN THE AMOUNT OF \$551,000; 3. MENDOCINO COUNTY YOUTH PROJECT IN THE AMOUNT OF \$810,000; 4. REDWOOD COMMUNITY SERVICES IN THE AMOUNT OF \$16,187,934; AND 5. TAPESTRY FAMILY SERVICES IN THE AMOUNT OF \$8,577,300 TO PROVIDE SPECIALTY MENTAL HEALTH SERVICES TO ELIGIBLE MEDI-CAL BENEFICIARIES OF MENDOCINO COUNTY FOR A TOTAL COMBINED AMOUNT OF \$29,026,234, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 - SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Presenter/s: Jenine Miller, Director, Health Services; Lucresha Renteria, Executive Director, Mendocino Coast Clinics; Ben Anderson, Behavioral Health Director MCHC Health Center; Miranda Ramos, Program Director, Alliance for Rural Community Health; Mimi Ellis, Program Manager, Adventist Health; and Darcie Antle, Chief Executive Officer.

Public Comment: Megan Harden; and Victoria Kelly.

Board Action: Upon motion by Supervisor Mulheren, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors accepts presentation and approves Agreements with 1. Anchor Health Management, Inc. Medication Support Services in the amount of \$2,900,000; 2. Mendocino Coast Hospitality Center in the amount of \$551,000; 3. Mendocino County Youth Project in the amount of \$810,000; 4. Redwood Community Services in the amount of \$16,187,934; 5. Tapestry Family Services in the amount of \$8,577,300 to provide Specialty Mental Health Services to eligible Medi-Cal beneficiaries of Mendocino County for a total combined amount of \$29,026,234, effective July 1, 2025, through June 30, 2026; authorize the Director of Health Services or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same. The motion carried by the following vote:

Aye: 5 – Supervisor Cline, Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 0 – None

4F) CHIEF EXECUTIVE OFFICER'S REPORT - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer.

Public Comment: None.

4G) ~~DISCUSSION AND POSSIBLE ACTION INCLUDING REVIEW, ADOPTION, AMENDMENT, CONSIDERATION OR RATIFICATION OF LEGISLATION PURSUANT TO THE ADOPTED LEGISLATIVE PLATFORM - SPONSOR: EXECUTIVE OFFICE~~

Withdrawn.

AGENDA ITEM NO. 3 – CONSENT CALENDAR – ITEMS PULLED FOR SEPARATE CONSIDERATION

3M) APPROVAL OF OUT OF STATE TRAVEL FOR SUPERVISOR MULHEREN (\$2,000) AND SUPERVISOR NORVELL (\$2,300) TO ATTEND NATIONAL ASSOCIATION OF COUNTIES' (NACo) ANNUAL CONFERENCE IN PHILADELPHIA, PA; AND AUTHORIZATION OF EXPENDITURE OF CONFERENCE REGISTRATION AND LODGING EXPENSES IN THE APPROXIMATE AMOUNT OF A COMBINED TOTAL OF \$4,300 – SPONSOR: EXECUTIVE OFFICE

Presenter/s: Supervisor Haschak.

Public Comment: None.

Board Action: Upon motion by Supervisor Mulheren, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors approves out of state travel for Supervisor Norvell (\$2,300) to attend NACo's Annual Conference in Philadelphia, PA; and authorization of expenditure of conference registration and lodging expenses in the approximate amount of a total of \$2,300. The motion carried by the following vote:

Aye: 4 – Supervisor Cline, Supervisor Mulheren, Supervisor Norvell, and Supervisor Williams

No: 1 – Supervisor Haschak

Absent: 0 – None

AGENDA ITEM NO. 4 – REGULAR CALENDAR

4H) SUPERVISORS' REPORTS REGARDING BOARD SPECIAL ASSIGNMENTS, STANDING AND AD HOC COMMITTEE MEETINGS, AND OTHER ITEMS OF GENERAL INTEREST - SPONSOR: BOARD OF SUPERVISORS

Presenter/s: Supervisor Norvell; Supervisor Mulheren; Supervisor Williams; Supervisor Cline; and Supervisor Haschak.

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 5:10 P.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



Mendocino County Board of Supervisors Agenda Summary

Item #: 3b)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Atlas Pearson

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Recommended Special District Appointments

Recommended Action/Motion:

Approve the following appointments:

1. Lisa Wieneke, Mendocino County Waterworks District II Board of Directors.

Previous Board/Board Committee Actions:

The Board of Supervisors approves and/or denies recommended appointments/reappointments regularly.

Summary of Request:

Clerk of the Board staff have received the listed applicants request letter and worked with the Registrar of Voters to verify voter status, determine the requested positions are currently vacant, and verify that the applicant fits the criteria for the requested positions and the Board of Supervisors is authorized to make the appointment.

Alternative Action/Motion:

Do not approve the listed appointments, or deny appointment of one or more of the applicants.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

Item #: 3b)

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

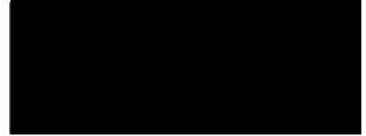
Final Status: Item Status

Executed Item Type: item

Number:

June 20, 2025

Lisa Wieneke



Mendocino County Board of Supervisors
501 Low Gap Road
Room 1010
Ukiah, CA 95482
707.234.6819

Regarding:

Mendocino County Waterworks District 2 Board Member Appointment:

Dear Mendo County Board of Supervisors,

I'm writing to request an appointment in lieu of election for the term beginning July 1, 2026 and ending on June 30, 20230.

Sincerely,

Lisa Wieneke

A large, stylized handwritten signature in dark ink, consisting of several loops and a long horizontal stroke.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3c)

To: BOARD OF SUPERVISORS

From: Supervisor Haschak

Meeting Date: July 8, 2025

Department Contact: Supervisor Haschak

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Appointment of Supervisor Norvell as the Board of Supervisors Representative to the National Association of Counties (NACo) and the Alternate Board of Supervisors Representative to the Rural County Representatives of California (RCRC); and Appointment of Supervisor Haschak as the Board of Supervisors Representative to the California State Association of Counties (CSAC), Alternate Board of Supervisors Representative to the Golden State Connect Authority (GSCA), and Alternate Board of Supervisors Representative to Golden State Finance Authority (GSFA)
(Sponsor: Chair Haschak)

Recommended Action/Motion:

Appoint Supervisor Norvell as the Board of Supervisors Representative to the National Association of Counties (NACo) and the Alternate Board of Supervisors Representative to the Rural County Representatives of California (RCRC); Appoint Supervisor Haschak as the Board of Supervisors Representative to the California State Association of Counties (CSAC), Alternate Board of Supervisors Representative to the Golden State Connect Authority (GSCA), and Alternate Board of Supervisors Representative to Golden State Finance Authority (GSFA); and authorize the Senior Deputy Clerk of the Board to amend the 2025 Special Assignments roster to include the appointments.

Previous Board/Board Committee Actions:

Annually, the Chair of the Board of Supervisors recommends Board member assignments/appointments to other boards, committees, commissions, and various special assignments, pursuant to Rule No. 6 of the 2025 Board of Supervisors Rules of Procedure. On June 24, 2025, Supervisor Mulheren resigned from her appointments to NACo, RCRC, CSAC, GSCA, and GSFA.

Summary of Request:

Each year, Board members are appointed to serve on assorted local and regional boards and commissions which are identified as "Board Special Assignments". These Board assignments involve regular meetings and active participation by Board members representing the Board of Supervisors regarding regional transportation issues, land use and development issues, and various community joint powers authority boards. Following Supervisor Mulheren's resignations from NACo, RCRC, CSAC, GSCA, and GSFA on June 24, 2025, the Clerk of the Board has worked with the Chair to identify replacement appointees/alternates to bring forward for approval.

Alternative Action/Motion:

Item #: 3c)

Do not make the appointments and provide alternate direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:



Mendocino County Board of Supervisors Agenda Summary

Item #: 3d)

To: BOARD OF SUPERVISORS

From: Probation and Supervisor Haschak and Supervisor Norvell

Meeting Date: July 8, 2025

Department Contact: Katie F. Ford

Phone: 707-234-6910

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Proclamation Recognizing July 20 - 26, 2025 as Probation Services Week in Mendocino County (Sponsors: Supervisor Haschak, Supervisor Norvell, and Probation)

Recommended Action/Motion:

Adopt Proclamation recognizing July 20 - 26, 2025 as Probation Services Week in Mendocino County; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Beginning in 2015, the Board has routinely recognized the designation of "Probation Services Week".

Summary of Request:

Probation Services Week is recognized by the State of California and Pretrial, Probation and Parole Supervision Week is recognized nationally by the American Probation and Parole Association (APPA).

The field of Probation dates back to 1841, when John Augustus, a Boston Cobbler (also credited as the "Father of Probation") persuaded the Boston Police Court to release an adult drunkard into his custody rather than sending him to prison - the prevalent means of dealing with law violations at the time. His efforts at reforming his first charge were successful, and he soon convinced the court to release other offenders to his supervision. By 1869 the Massachusetts legislature required a state agent to be present if court actions might result in the placement of a child in a reformatory, thus providing a model for modern caseworkers. The agents were to search for other placement, protect the child's interests, investigate the case before trial, and supervise the plan for the child after disposition. Massachusetts passed the first probation statute in 1878 mandating an official State probation system with salaried probation officers (National Center for Juvenile Justice [NCJJ], 1991). Other states quickly followed suit (NCJJ, 1991). Today probation is authorized in all states and is an integral part of the criminal justice system. Many foreign nations also have adopted approaches based on the United States protocol.

The Mendocino County Probation Department is charged with the responsibility of community protection and offender rehabilitation. This is accomplished through mandated services to the court (specifically, investigative reports and recommendations), and department efforts to guide youth and adult offenders under the Department's supervision. This is done by focusing services on higher risk youth/offenders, and specializing services for specific populations, such as gang members, sex offenders and mentally ill offenders, through intensive supervision and referral to appropriate therapeutic services.

The Probation Department consists of two major divisions: Probation Services and Juvenile Hall. Probation

Item #: 3d)

Services include investigations, diversion, intervention efforts, supervision of adult offenders and delinquent youth, and pretrial risk assessments and monitoring of those granted pretrial release. Juvenile Hall provides temporary, safe, and secure detention for youth who are beyond the normal controls of the community.

The Probation Department is comprised of a committed group of employees with a genuine desire to protect and serve their community. It is reflected in the hard work and dedication they bring to their jobs every day. Probation employees are doing work that makes a critical difference in the long-term safety of Mendocino County residents. Probation Officers provide supervision and treatment resources to help individuals, families and communities address the issues and problems that drive crime. Officers also intervene in an effort to prevent recurrence of crime among juvenile delinquents and adult offenders by providing opportunities for people to make change or provide accountability for continued criminality. Juvenile Corrections staff provides safe and secure housing for youth, while encouraging an environment that not only promotes accountability but also provides care, support, and targeted programming. These services assist residents in learning new skills and gaining insight about what brought them into the juvenile justice system and what behavior changes are needed to be successful in the community. Lastly, clerical and administrative staff competently supports all the efforts of the Department and allow for efficient and effective daily operations and the provision of quality services to the community.

Alternative Action/Motion:

Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

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:

PROCLAMATION

OF THE

MENDOCINO COUNTY BOARD OF SUPERVISORS

RECOGNIZING JULY 20 – 26, 2025 AS PROBATION SERVICES WEEK IN MENDOCINO COUNTY

WHEREAS, Probation is an alternative to incarceration, and the Mendocino County Probation Department delivers pretrial release monitoring, supervision and rehabilitation services to justice involved individuals being diverted from incarceration and reentering the community after incarceration; and

WHEREAS, Probation professionals play a unique and essential role in our justice system and communities as trained experts prepared to manage trauma and other needs of justice-involved individuals and safely connect them to the resources they need; and

WHEREAS, Probation professionals are diverse, educated and focused on providing collaborative safety for our communities; and

WHEREAS, Probation is a connector in the justice system, bridging the gap and maximizing the resources available within the courts, local governments, law enforcement, social services, behavioral health, schools, crime survivor organizations, non-profits, and the community to reduce recidivism by carefully balancing direct human services and research-based programming and interventions. Probation staff protect the public safety via proactive interventions – they are trained professionals who provide supervision and treatment resources to protect and help people, families, and communities address the problems that drive crime; and

WHEREAS, Probation staff respect victims' rights and work to provide services and protection for victims; and

WHEREAS, Probation professionals are responsible for conducting investigations and completing disposition reports, receiving and completing initial reviews of all juvenile crimes for appropriate disposition recommendations, performing pretrial risk assessments, utilizing youth diversion alternatives when possible, and providing for the care of detained youth in the juvenile institution; and

WHEREAS, Probation professionals are firm, consistent and focused on rehabilitation as they hold adult offenders and delinquent youth responsible for their actions, provide opportunity for positive behavioral changes, and enforce accountability with suitable incentives and sanctions; and

WHEREAS, Probation focuses on supporting and advocating for policies that help justice-involved individuals transition back to our communities safely and ensure these policies will effectively address the diverse needs of Mendocino County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mendocino, hereby proclaims July 20 - 26, 2025, as:

“Probation Services Week”

Dated:

John Haschak, Chair





Mendocino County Board of Supervisors Agenda Summary

Item #: 3e)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: July 8, 2025

Department Contact: Brina Blanton
Department Contact: Board of Supervisors

Phone: 707-234-6885
Phone: 707-463-4221

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of the Board of Supervisors' Response to the 2024/2025 Grand Jury Report and Disbanding of the Grand Jury Ad Hoc committee for the Grand Jury Report Titled "Continuity Report"; and Direction to the Clerk of the Board to Return Original to the County Counsel's Office for Submission
(Sponsors: Board of Supervisors and County Counsel)

Recommended Action/Motion:

Approve the Board of Supervisors' response to the 2024/2025 Grand Jury Report and disband the Grand Jury Ad Hoc Committee for the Grand Jury report titled "Continuity Report"; direct the Clerk of the Board to return original to the County Counsel's Office for submission; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On June 3, 2025, the Board of Supervisors appointed an Ad Hoc Committee to respond to the Grand Jury Report "Continuity Report".

Summary of Request:

State law requires the Board of Supervisors to respond to Grand Jury findings and recommendations no later than 90 days after issuance of the report. Elected County or Agency Heads are required to respond within 60 days after the issuance of the report, with an informational copy to the Board of Supervisors. On April 17, 2025, the Grand Jury issued its report, "Continuity Report". The Ad Hoc Committee has prepared a draft response for Board approval.

Alternative Action/Motion:

Provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: n/a

Item #: 3e)

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

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date

Final Status: Item Status

Grand Jury Report

REQUIRED RESPONSE FORM

Grand Jury Report Title : Continuity Report

Report Dated : April 17, 2025

Response Form Submitted By:

Mendocino County Board of Supervisors
501 Low Gap Road
Ukiah, CA 95482 (use address block as inserted on first page)

Response MUST be submitted, per Penal Code §933.05, no later than: July 16, 2025

I have reviewed the report and submit my responses to the FINDINGS portion of the report as follows:

- ☐ I (we) agree with the Findings numbered:

- ☒ I (we) disagree wholly or partially with the Findings numbered below, and have attached a statement specifying any portion of the Finding that are disputed with an explanation of the reasons therefore.
F1

I have reviewed the report and submit my responses to the RECOMMENDATIONS portion of the report as follows:

- ☒ The following Recommendation(s) have been implemented and attached, as required, is a summary describing the implemented actions:
R1

- ☐ The following Recommendation(s) have not yet been implemented, but will be implemented in the future; attached, as required, is a time frame for implementation:

GRAND JURY REPORT
RESPONSE FORM
PAGE TWO

- ☐ The following Recommendation(s) require further analysis, and **attached, as required**, is an explanation and the scope and parameters of the planned analysis, and a time frame for the matter to be prepared, discussed and approved by the officer and/or director of the agency or department being investigated or reviewed: (This time frame shall not exceed six (6) months from the date of publication of the Grand Jury Report)
-

- ☐ The following Recommendations will NOT be implemented because they are not warranted and/or are not deemed reasonable; **attached, as required**, is an explanation therefore:
-

I have completed the above responses, and have attached, as required the following number of pages to this response form:

Number of Pages attached: 2

I understand that responses to Grand Jury Reports are public records. They will be posted on the Grand Jury website: www.mendocinocounty.org/government/grand-jury. The clerk of the responding agency is required to maintain a copy of the response.

I understand that I must submit this signed response form and any attachments as follows:

First Step: E-mail in pdf file format to:

- The Grand Jury Foreperson at: grandjury@mendocinocounty.org
- The Presiding Judge: grandjury@mendocino.courts.ca.gov

Second Step: Mail all originals to:

Mendocino County Grand Jury
P.O. Box 939
Ukiah, CA 95482

Printed Name: John Haschak

Title: Chair, Board of Supervisors

Signed: _____ Date: _____

MENDOCINO COUNTY BOARD OF SUPERVISORS' RESPONSE TO GRAND JURY REPORT TITLED:

CONTINUITY REPORT

Discussion

The Board of Supervisors welcomes this opportunity to respond to the Grand Jury report titled "Continuity Report". The Board appreciates the Grand Jury's deep dive into these issues concerning the families and children of Mendocino County.

Pursuant to the request of the Grand Jury, the Board is responding to the following:

- F1. The response from the Mendocino County Board of Supervisors to Recommendation 10 in the Family and Children's Services Report failed to comply with the requirements of California Penal Code § 933.05.

Mendocino County disagrees with Finding 1.

Recommendation 10 stated as follows: "Mendocino County implement a QA department in FCS. (To be completed by May 2025) F10". Because FCS had in place a quality assurance program, a summary of that program was provided as part of the response to Recommendation 10. The Board believes that the July 23, 2024 response to Recommendation 10 complied with California Penal Code § 933.05. However, the Grand Jury sent a letter dated November 12, 2024, stating that they believed the Board's response to Recommendation 10 was non-compliant. The non-compliance letter stated that the Board's "response did not provide a complete summary" and that "the summary should include the County FCS policies and procedures which accurately describe the quality assurance program, or if no such policies and procedures exist, a summary of how the quality assurance program functions." In response to the non-compliance letter, on December 17, 2024, the Board provided a Supplemental Response to Recommendation 10, that included a more detailed summary of the FCS quality assurance program and explained in greater detail how the program functioned. The Board believes that any perceived non-compliance may be the result of a disconnect between the Grand Jury's recommendation and the Board's understanding of that recommendation. However, Finding 1 does not explain why the Grand Jury believes that the Board's response was non-compliant. Therefore, the Board is limited in addressing the Grand Jury's concerns.

As an update, FCS has recently restructured the Compliance and Quality Assurance unit. As part of restructuring, FCS is working to contract Case Review and Quality Assurance with the State of California, therefore having a third party (the State) provide the case reviews and the quality assurance over FCS cases. FCS hopes to be in contract with the State by July 1, 2025. Additionally, the County's current Self-Assessment, which was discussed in Attachment 10 to the December 17, 2024 Supplemental Response, is due in November 2025. The County will then develop the System Improvement Plan based upon the County

Self-Assessment.

- R1. The Board of Supervisors ensures that all future responses to Grand Jury recommendations comply with California Penal Code § 933.05.

The recommendation has been implemented.

The Board of Supervisors works to ensure that all responses to Grand Jury Requirements comply with California Penal Code § 933.05.

2024-25 Mendocino County Civil Grand Jury

April 17, 2025

CONTINUITY REPORT



CONTINUITY REPORT

2024-25 Mendocino County Civil Grand Jury

SUMMARY

The Mendocino County Civil Grand Jury (Grand Jury) may appear to be an institution that exists continuously. However, it is actually a series of individual grand juries, each of which is impaneled for one year as mandated in the California Constitution and applicable statutes. No grand jury is a continuation of any other and each is independent and separate from all others.

While it is a part of the judicial system, each grand jury is an entirely independent body. Judges of the Superior Court, the district attorney, the county counsel, and the state attorney general may act as its advisers but cannot attend jury deliberations nor control the actions of the grand jury.

The Grand Jury Continuity Committee evaluates the responses to previous grand jury reports in order to establish continuity between juries and years. Referenced below are the two 2023-24 Grand Jury Reports for which the responses were evaluated:

- MENDOCINO COUNTY FAMILY AND CHILDRENS SERVICES – “The Broken Process at Family and Children’s Services” – two responses were received from the Mendocino County Board of Supervisors (BOS)
- MENDOCINO COAST HEALTH CARE DISTRICT – “Sick, But Returning to Health” – one response was received from the MCHCD Board and one response from Local Agency Formation Commission (LAFCo).

According to the California Penal Code (Penal Code), civil grand juries request responses to the findings and recommendations in their reports. The Grand Jury Continuity Committee reviews those responses to ascertain whether they meet the Penal Code. Except for Recommendation 10 in the Family and Children Services (FCS) report, all responses met the requirements of the California Penal Codes §§ 916, 933 and 933.05. See the attached summary chart (*Appendix A*).

BACKGROUND

The Civil Grand Jury system in California exists to promote effective and efficient local government. The Grand Jury is empaneled by the Mendocino County Superior Court and is composed of volunteers who reside within the County. Grand Jury investigations result in published reports for the residents of Mendocino County. These reports contain facts and findings that lead to recommendations for improvement in county and city government entities and special districts. The goal of each grand jury is not to trouble the administrators, board members and employees of our County but to offer a differing perspective that can improve services and working conditions.

The Grand Jury represents one example of our democracy whereby citizens volunteer for civic duty on behalf of their community. These citizens organize and share responsibilities to monitor local government entities and oversee their appointed and elected officials. Their work is governed by California Penal Code § 933(a), the basis for report responses, findings and recommendations.

Grand Jury investigations are initiated by a complaint identifying an issue that needs to be resolved within Mendocino County. Based on these investigations the Grand Jury publishes reports which include “Findings” and “Recommendations.”

- Each entity that was the subject of the investigation should respond to the findings and recommendations. The Grand Jury holds the respondents accountable to meet the requirements of the Penal Code pertaining to response time and content. Pursuant to Penal Codes §§ 916, 933 and 933.05, a response must contain specific language and an explanation.
- Required responses from an elected governing body of an agency or organization are due within 90 days after receiving the report.
- Required responses from elected individuals are due within 60 days after receiving the report.
- Requested responses are an invitation to respond within 60 days after receiving the report and are not mandatory.

METHODOLOGY

FAMILY AND CHILDREN SERVICES

The Grand Jury interviewed employees from FCS, including social workers, supervisors, and administrators, as well as members of the Board of Supervisors (BOS). The Grand Jury reviewed the Penal Code, standard definitions of quality assurance in government

industries, practices of other counties and State of California recommendations via All County Letters (ACL) and All County Information Notices (ACIN).

Using Penal Code § 933.05 the Grand Jury evaluated the responses received for the reports and noted “Did not meet requirements” or “Meets requirements” in the attached summary chart (*Appendix A*).

The Board of Supervisors was required to respond to Recommendations 10, 12, 13, 21 and 23 of the FCS Report. The responses were received in a timely manner. However, Recommendation 10 did not follow the Penal Code requirements. The Penal Code requires a summary of the implemented action and there was no summary of the current implementation of Recommendation 10. The Grand Jury wrote a letter to the Chair of the BOS to indicate the shortcoming, resulting in a second response. That second response still did not contain the required summary of implemented action.

The Mendocino County Chief Executive Officer and the Director of the Mendocino County Department of Social Services were invited to respond to all findings and all recommendations of the FCS Report. As of the writing of this report, no responses have been received.

MENDOCINO COAST HEALTH CARE DISTRICT

Responses to the Mendocino Coast Health Care District (MCHCD) Report were required from their Board of Directors for Findings 1-10, and 12-20 and Recommendations 1-17. Responses were also required from LAFCo for Findings 11 and 18.

All responses from MCHCD complied with the Penal Code.

All responses from LAFCo complied with the Penal Code.

DISCUSSION

The Board of Supervisors’ response to Recommendation 10 was that Quality Assurance “has been implemented” in FCS. The Board of Supervisors’ response to Recommendation 10 did not comply with the Penal Code by failing to include a summary of action taken to implement Quality Assurance in FCS. The Grand Jury sent a letter asking the Board to re-submit their response to include a summary of the implemented action. Their second response was also non-compliant. **F1**

FINDINGS

The Mendocino County Civil Grand Jury finds:

- F1.** The response from the Mendocino County Board of Supervisors to Recommendation 10 in the Family and Children's Services Report failed to comply with the requirements of California Penal Code § 933.05.

RECOMMENDATIONS

The Mendocino County Civil Grand Jury recommends:

- R1.** The Board of Supervisors ensures that all future responses to Grand Jury recommendations comply with California Penal Code § 933.05.

REQUESTS FOR RESPONSES

Pursuant to California Penal Code §§ 933 and 933.05, the Civil Grand Jury requests each entity or individual named below to respond to the enumerated findings and recommendations within statutory guidelines.

Responses to Findings shall be either:

“(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency

when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.”

REQUIRED RESPONSES – Within 90 days

Board of Supervisors (F1 and R1)

INVITED RESPONSES – Within 60 days

Mendocino County Chief Executive Officer (F1 and R1)

Mendocino County Department of Social Services,
Social Services Director (F1 and R1)

Mendocino County Department of Social Services,
Family and Children Services Director (F1 and R1)

Responses are to be sent to:

The Honorable Ann Moorman
Superior Court Judge, County of Mendocino
100 North State Street, Dept. E
Ukiah CA 95482

Office of the County Counsel
County of Mendocino
501 Low Gap Road, Room 1030
Ukiah CA 95482

Mendocino County Civil Grand Jury
County of Mendocino
501 Low Gap Road, Room 1500
Ukiah CA 95482

This report is issued by the 2024-25 Mendocino County Civil Grand Jury.

IMPORTANT NOTE ABOUT CIVIL GRAND JURY FINDINGS

The Civil Grand Jury derives Findings from testimony and evidence. All testimony and evidence given to the Civil Grand Jury remains confidential by law, and it is the Civil Grand Jury's responsibility to maintain it. California Penal Code § 929 provides "... the name of any person, or facts that lead to the identity of any person who provided information to the Civil Grand Jury, shall not be released." Further, 86 Ops. Cal. Atty. Gen. 101 (2003) prohibits Civil Grand Jury witnesses from disclosing anything learned during their appearance including testimony given. This is to ensure the anonymity of witnesses and to encourage open and honest testimony.

APPENDIX A

RECOMMENDATION

The Grand Jury invited responses from the Mendocino County CEO and the Director of MCDSS to all Findings and Recommendations. None were received.

RECOMMENDATION	RESPONSE	PENAL CODE § 933.05
R1. FCS work with Human Resources to address and increase staffing. (F1)	None received, none required	Met requirement
R2. FCS management provide increased and ongoing therapy for staff desiring it. (F2)	None received, none required	Met requirement
R3. Since 24% of children in foster care are Native American, further attention be given by FCS to improve relations and communication with ICWA representatives. Involvement in established Round Tables needs to increase to assure adequate attention to Native Children. (F3)	None received, none required	Met requirement
R4. Rather than sending Mendocino County social workers to make routine monthly visits to foster children in other states and counties, Mendocino County should explore arrangements for visits by the Social Services agencies where Mendocino County foster children are placed. (F4)	None received, none required	Met requirement
R5. FCS management find ways to provide coverage for absent Social Workers to alleviate heavy caseloads for other staff members (F5)	None received, none required	Met requirement
R6. FCS management develop incentives for staff members' timely reports. (F6)	None received, none required	Met requirement

RECOMMENDATION	RESPONSE	PENAL CODE § 933.05
R7. FCS management and social workers develop a strategic plan that will eliminate late court reports (F7, F8)	None received, none required	Met requirement
R8. FCS expand their attractive and informative Face Book advertising to other websites, including Mendocino County's, for all job openings. (F14).	None received, none required	Met requirement
R9. FCS management be required to encourage immediate approval of a new SIP plan that addresses FCS Staffing issues. (F9)	None received, none required	Met requirement
R10. Mendocino County to implement a QA department in FCS. (F10)	<p>Response 1. "The recommendation has been implemented. Mendocino County FCS has a quality assurance program. Mendocino County FCS provides quality assurance pursuant to the guidelines set forth by the California Department of Social Services as provided by All County Information Notices (ACIN) and All County Letters (ACL), including but not limited to ACIN 1- 84-16, ACL 15-24 and ACL 15-24."</p> <p>Response 2. "The recommendation has been implemented. Mendocino County FCS has a quality assurance program. Mendocino County FCS provides quality assurance pursuant to the guidelines set forth by the California Department of Social Services as provided by All County Information Notices (ACIN) and All County</p>	<p>BOS FAILED TO MEET PENAL CODE REQUIREMENT</p> <p>First response 1. dated 5-10-24, received 8-5-24</p> <p>Letter (B) and Second response (C) received 12-20-24</p>

RECOMMENDATION	RESPONSE	PENAL CODE § 933.05
	<p>Letters (ACL), including but not limited to ACIN 1- 84-16, ACL 15-24 and ACL 15-24. See attachment R10 for a detailed description of the MC FCS quality assurance program.”</p> <p><i>Appendix B is the text of R10</i></p> <p><i>Appendix C is the Jury letter to BOS.</i></p>	
<p>R11. FCS immediately fill vacant staff positions. (F11)</p>	<p>None received, none required</p>	<p>Met requirement</p>
<p>R12. Prior to the beginning of Fiscal Year 2025-26, the County Budget provide more transparency concerning decoding and identifying line items and specifics of distribution and allocation of funds for FCS (F12)</p>	<p>“The County budget currently includes line items and specifics of distribution and allocation of funds for FCS. The FCS budget narrative provides an overview of the services provided by FCS. The Budget Unit Detail pages for Social Services Administration and Cal WORKS/Foster Care/Adoptions both list line items pertaining to FCS. The FY 2023/2024 Budget Book can be found at the following link, https://www.mendocinocounty.gov/home/showdocument?id=61390&t=638351121897407916 The FCS budget narrative begins on Page 438, and Budget Unit Detail for Budget Units 5010 and 5030, which include FCS budget items begin on page 442 (BU5010) and page 446 (BU 5130)”</p>	<p>Met requirement</p>

RECOMMENDATION	RESPONSE	PENAL CODE § 933.05
R13. Mendocino County use monies in the FCS budget for staffing, reducing overtime and salary adjustments. (F13)	Recommendation has been implemented.	Met requirement
R14. FCS works with County Human Resources to streamline the hiring process, so it takes no more than two months between a candidate's application and a decision by the County. (F15, F16)	None received, none required	Met requirement
R15. Advertised positions should not have an application deadline (F15)	None received, none required	Met requirement
R16. There be a permanent open application process to create a pool of qualified people for all FCS Vocational Assistants, Social Services Assistants, Social Worker, and Social Worker Supervisor positions. (F14, F15, F16)	None received, none required	Met requirement
R17. FCS address understaffing which leads to high caseloads and low worker morale, frequently contributing to high worker turnover, a toxic culture and lack of experienced workers. (F15, F16, F17)	None received, none required	Met requirement
R18. Mendocino County and FCS explore ways to keep the FCS offices open 5 days a week while allowing employees to maintain their four-day/ten -hour shifts by implementing staggered schedules. (F18)	None received, none required	Met requirement
R19. Increase staffing, including the three unfilled Vocational Assistant positions, alleviate the problem of using Social Workers and Social Worker Assistants for transportation of children. (F16, F19, F20)	None received, none required	Met requirement

RECOMMENDATION	RESPONSE	PENAL CODE § 933.05
R20. The office of the Ombudsman be expanded to include services for children, allowing immediate advocacy prior to approaching FCS. (F21)	None received, none required	Met requirement
R21. FCS use all possible means to reference the California DSS Ombudsperson for information and assistance. (F21)	“Based on the section of the Grand Jury’s report discussing the Ombuds Program, the Board is interpreting “California DSS Ombudsperson” to mean the California Foster Care Ombudsperson. A link to the California Foster Care Ombudsperson website has been placed on the Mendocino County Family and Children’s Services website.”	Met requirement
R22. FCS management provide training for the use of California state-wide computer system CWS/CMS case management system, and assure the system is used to if fullest advantage	None received, none required	Met requirement
R23. The Mendocino County Board of Supervisors Create a committee whose sole mission is to independently and accurately evaluate the status of timely court filings by FCS. They will report their findings quarterly to the Board of Supervisors. (F7, F9, F10)	“The status of court reports is information that is available through reports generated in the Family and Children’s Services computer systems. This information will be presented to the Board quarterly through the CEO report, beginning October 2024, without the need for a committee.”	Met requirement

APPENDIX B

(Board of Supervisors Response 2, dated May 7, 2024)

Attachment R10 – Board of Supervisors Response

FCS's quality assurance (QA) program follows the continuous quality improvement (CQI) guidelines outlined in CDSS All County Information Notice (ACIN) No. 1-84-16. ACIN No. 1-84-16 states that "... the goal of strengthening the state's quality assurance (QA) processes [is] through the model of continuous quality improvement (CQI)" (ACIN 1-14-16, Nov. 22, 2016, p. 2).

FCS's QA and CQI Process

QA evaluates past performance to ensure that services meet specific standards and mandates. CQI is a corrective process that identifies steps to improve service delivery, aiming for measurable improvements in efficiency, effectiveness, and performance. QA provides the necessary data for CQI projects.

Overview of Mendocino County FCS Quality Assurance Program Process:

1. **Assessment of Practice and Outcomes** - Managers, Supervisors, Operational Support, and Case Review (OSCR) Unit:
 - a. OSCR Unit conducts case reviews, collects data, and identifies areas for improvement.
 - b. FCS Leadership and Management review the areas identified as needing improvement and discuss practices during operational meetings.
2. **Data Utilization – Gather and Analyze Data** - OSCR Unit, HelpDesk Unit, Managers, Supervisors:
 - a. Case review feedback from program staff and California Department of Social Services ("CDSS")
 - b. County Self-Assessment (CSA) and System Improvement Plans (SIP):
 - i. CDSS requires an in-depth CSA every five years, including data mining, community surveys, focus groups, and social worker interviews.
 - ii. CDSS mandates a five-year SIP based on the CSA, identifying areas for improvement and outcome measures, with annual updates. The five-year SIP plan with annual updates has not yet been submitted or finalized with CDSS. FCS plans to work with CDSS to create an action plan moving forward.
 - c. Utilization of Databases:
 - i. Databases used by FCS provide monthly monitoring updates.
 - d. Gather feedback from FCS staff, families, and community providers.
3. **Define the Problem and Areas for Improvement** - Managers, Supervisors:
 - a. Evaluate and interpret relevant data, including CSA data.
 - b. Review applicable state mandates (ACLs, ACINs, CFLs).
 - c. Identify problems based on patterns, trends, and correlations.
4. **Design Interventions and Outcome Measures** - Managers, Supervisor(s) responsible for initiative:

Attachment R10 – Board of Supervisors Response

FCS's quality assurance (QA) program follows the continuous quality improvement (CQI) guidelines outlined in CDSS All County Information Notice (ACIN) No. 1-84-16. ACIN No. 1-84-16 states that "... the goal of strengthening the state's quality assurance (QA) processes [is] through the model of continuous quality improvement (CQI)" (ACIN 1-14-16, Nov. 22, 2016, p. 2).

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Overview of Mendocino County FCS Quality Assurance Program Process:

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 - a. OSCR Unit conducts case reviews, collects data, and identifies areas for improvement.
 - b. FCS Leadership and Management review the areas identified as needing improvement and discuss practices during operational meetings.
2. **Data Utilization – Gather and Analyze Data** - OSCR Unit, HelpDesk Unit, Managers, Supervisors:
 - a. Case review feedback from program staff and California Department of Social Services ("CDSS")
 - b. County Self-Assessment (CSA) and System Improvement Plans (SIP):
 - i. CDSS requires an in-depth CSA every five years, including data mining, community surveys, focus groups, and social worker interviews.
 - ii. CDSS mandates a five-year SIP based on the CSA, identifying areas for improvement and outcome measures, with annual updates. The five-year SIP plan with annual updates has not yet been submitted or finalized with CDSS. FCS plans to work with CDSS to create an action plan moving forward.
 - c. Utilization of Databases:
 - i. Databases used by FCS provide monthly monitoring updates.
 - d. Gather feedback from FCS staff, families, and community providers.
3. **Define the Problem and Areas for Improvement** - Managers, Supervisors:
 - a. Evaluate and interpret relevant data, including CSA data.
 - b. Review applicable state mandates (ACLs, ACINs, CFLs).
 - c. Identify problems based on patterns, trends, and correlations.
4. **Design Interventions and Outcome Measures** - Managers, Supervisor(s) responsible for initiative:

- - a. Ensure that FCS operations follow state mandates.
 - b. Review literature and other counties' procedures.
 - c. Solicit feedback from stakeholders, including staff.
 - d. Develop changes/programs/initiatives.
 - e. Define outcome measures/goals.
- 5. **Write Policy and Procedure** - Procedure Development and Training Unit
- 6. **Train Staff in New Program/Protocol** - Procedure Development and Training Unit, Supervisor(s) responsible for initiative
- 7. **Implement Changes/Program/Initiatives** – Managers, Supervisor(s) responsible for initiative
- 8. **Solicit Feedback and Utilize Data Feedback** - OSCR Unit, HelpDesk Unit, Managers, Supervisors
- 9. **Adjust Program if Needed** - Managers, Supervisors
- 10. **Continuously Monitor and Evaluate** - OSCR Unit, HelpDesk Unit, Managers, Supervisors

The goal of FCS's QA and CQI is to ensure high-quality service delivery, meet mandates, and foster a high-performing, collaborative team. The process facilitates growth and inclusion, focusing on adding value to service provisions.

APPENDIX C

(Grand Jury Letter to Board of Supervisors regarding Response 2)

Civil Grand Jury

County of Mendocino

501 Low Gap Road Room 1500 P. O. Box 939, Ukiah, CA 95482

info@mendocinograndjury.org Grand Jury (707) 463-4320



November 12, 2024

Mendocino County Board of Supervisors
Maureen Mulheren, Chair
501 Low Gap Road
Ukiah, CA 95482

Re: BOS Response to 2023-24 Mendocino County Grand Jury Report titled "The Broken Process at Family and Children Services"

Dear Supervisor Mulheren,

The Grand Jury received your timely response to the above-titled report. The Grand Jury finds that the response to Recommendation 10 does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

Response to Recommendation R10: A response of "has been implemented" must include a summary regarding the implemented action, and your response failed to include such a summary.

The Board of Supervisors' response did not provide a complete summary. The County's reference to state letters and information notices does not summarize how Mendocino County has implemented a quality assurance program. The Grand Jury believes the summary should include the County FCS policies and procedures which accurately describe the quality assurance program, or if no such policies and procedures exist, a summary of how the quality assurance program functions.

Attached is an excerpt of Section 933.05 for your reference.

The Grand Jury requests that you resubmit your response by December 20, 2024.

Sincerely,

Mary Leitem-Thomas, Foreperson
2024-2025 Mendocino Civil Grand Jury

Attachment: Penal Code §933.05 (excerpt)

Subdivision (b) of §933.05 of the California Penal Code (excerpt, emphasis added)

- b. For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
 - 1. The recommendation has been implemented, with a summary regarding the implemented action.
 - 2. The recommendation has not yet been implemented, but will be implemented in the future, **with a timeframe** for implementation.
 - 3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This **timeframe shall not exceed six months** from the date of publication of the grand jury report.
 - 4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor



Mendocino County Board of Supervisors Agenda Summary

Item #: 3f)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Tree Mortality

Recommended Action/Motion:

Adopt Resolution renewing a declaration of a Local Emergency related to Tree Mortality; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On November 1, 2022, the Board of Supervisors Adopted Resolution 22-218 proclaiming a declaration of legal emergency related to tree mortality.

Summary of Request:

There are alarming amounts of dead and dying trees. This problem has accelerated due to the nearby fires and drought conditions in recent years. The regional approach to this dangerous condition will allow us to work with state and federal agencies in applying for increased funding and resources to confront the problem.

Alternative Action/Motion:

Take no action at this time.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

annual recurring cost: N/A

budgeted in current f/y: N/A

if no, please describe:

Item #: 3f)

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY

WHEREAS, the University of California Agriculture and Natural Resources (UCANR) conducted investigation and found that many of the common conifer species throughout Mendocino County are experiencing bark beetle decline and mortality, including Douglas fir, grey pine, sugar pine as well as species found on the Mendocino Coast; and

WHEREAS, Sudden Oak Death was first reported in 1995 in central coastal California and is reported by USDA as widespread in coastal California; and

WHEREAS, UCANR has observed ponderosa pine mortality from northern Mendocino to northern Napa—signaling the early stages of western pine beetle outbreak; and

WHEREAS, Bishop pine forests along the coast of Mendocino are experiencing significant declines due to a multitude of issues (e.g. change in land-use, absence of fire as a disturbance, native and invasive insects and diseases); and

WHEREAS, invasive species are an ever increasing concern and can have considerable ecological impacts on forestlands; and

WHEREAS, persistent and severe drought conditions in the past few years are worsening already widespread forest health issues and resulting in new insect and disease outbreaks; and

WHEREAS, this unprecedented tree mortality will dramatically increase the risk of large wildfires, diminish air quality, and result in increased mortality rates for wildfire; and

WHEREAS, removal of dead and dying trees is necessary to public health and safety, protect and maintain watersheds and wildlife habitat, protect and restore forest resiliency, and protect the continued economic development through tourism and the creation of jobs; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence of a local emergency when the County is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, on November 1, 2022, the Board of Supervisors proclaimed the existence of a local emergency due to tree mortality, finding that conditions of extreme peril to the safety of persons and property presently exist in Mendocino County, caused by widespread and rapidly increasing incidence of tree mortality, and the magnitude of this tree mortality represents a threat that is beyond the capacity of County resources such that assistance is required from both State and Federal agencies; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions and the breadth of the peril in the County and its residents face continue to exist; and

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

WHEREAS, Mendocino County Code section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review.

NOW, THEREFORE BE IT RESOLVED that the Mendocino County Board of Supervisors finds that a local emergency due to tree mortality continues to exist.

BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County shall be those prescribed by state and local law, County resolutions, and the County of Mendocino Emergency Operations Plans, as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors encourage any State and Federal funding to assist with replanting of trees and supporting healthy forests and watersheds, as appropriate.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby designate Darcie Antle, having the titles of the Chief Executive Officer and Director of Emergency Services, as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal Assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 11th day of February, 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

Deputy

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

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3g)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Climate Change

Recommended Action/Motion:

Adopt Resolution renewing a declaration of a Local Emergency related to Climate Change; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On December 19, 2023, the Board of Supervisors Adopted Resolution 23-206 proclaiming the existence of a local emergency related to climate change.

Summary of Request:

Mendocino County has been profoundly affected by multiple natural disasters in recent years due to climate change including severe drought, heatwaves, devastating wildfires and accompanying days long power outages, extreme weather such as severe rain, snow and wind storms, flooding, landslides, coastal sea rise with severe impacts on coastal near shore ecosystems. In order to avoid irreversible, catastrophic climate change impacts, the County must focus not only on reducing its emissions but must also take action to enable its residents to prepare for significant ecological and economic impacts due to climate change. The severity and urgency of the climate change crisis necessitates urgent action to protect the County's residents, environment, and future generations. On December 19, 2023, the Board of Supervisors adopted two separate urgency ordinances related to replacement and solar roofs and hazardous tree removal which are designed in part to assist the County's residents in dealing with the effects of climate change.

Alternative Action/Motion:

Take no action at this time.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3g)

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

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Choose an item.

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO CLIMATE CHANGE

WHEREAS, the March 20, 2023, special report of the United Nations Intergovernmental Panel on Climate Change (IPCC) projected that an increase in global temperatures of more than 1.5° Celsius (2.7° Fahrenheit) in the near-term is likely, and regional effects are likely to be unavoidable, abrupt, and irreversible, and that adaptation options that are feasible and effective today will become constrained and less effective with increasing global warming; and

WHEREAS, the March 20, 2023, IPCC report finds that climate change has caused substantial damages, and increasingly irreversible losses in terrestrial, freshwater, cryospheric, and coastal and open ocean ecosystems, reduced food security and affected water security, cause increases in extreme heat events that have resulted in human mortality and morbidity, increased the occurrence of climate-related food-borne and water-borne diseases and the incidence of vector-borne diseases; and

WHEREAS, on September 10, 2018, the State of California's Governor Brown issued an executive order establishing a 2045 statewide target to achieve carbon neutrality, and on the same day, Senate Bill 100 was passed, which sets a 100% clean electricity goal for the State by 2045; and

WHEREAS, on September 3, 2021, the State of California Energy Commission, Public Utilities Commission and Air Resources Board issued a Joint Agency Report Summary regarding implementation of SB 100 which found, in part, that solar and wind power construction rates need to nearly triple in order to meet the 2045 statewide target; and

WHEREAS, California's Fourth Climate Change Assessment warned that extreme weather and climate-related events in the United States are worsening, predicting increased drought cycles and heat waves in the western U.S. with a resulting three-fold increase in intensity and magnitude of wildfires, declined water supply and snow pack, increased flooding, impacted agriculture, as well as substantial damages to the U.S. economy and human health, unless greenhouse gas (GHG) emissions are curbed; and

WHEREAS, on June 22, 2021, the Board of Supervisors adopted a new Safety Element for the County, which includes an assessment of the County's vulnerability to climate change. The Climate Adaptation Vulnerability Assessment identified seventy-five (75) populations and assets in Mendocino County that are highly or severely vulnerable to one or more hazard conditions due to climate change, with wildfire and smoke being responsible for most vulnerability scores, followed by inland flooding and landslides; and

WHEREAS, on August 9, 2023, the California Coastal Commission adopted Sustainability Principles: A Framework for Reducing Greenhouse Gas Emissions in the Coastal Zone, which acknowledged that rising greenhouse gas emissions is driving climate change, which will affect coastal environments in many ways, including rising sea levels, ocean acidification, changing precipitation and temperature patterns, increased wildfire risks, extended periods of drought and limited water supplies and loss of or changes in species diversity and distribution, and which provides principles to improve climate resiliency and minimize the effects of climate change throughout the Coastal Zone, including supporting renewable energy projects; and

WHEREAS, on November 14, 2023, the United States Global Change Research Program delivered its Fifth National Climate Assessment pursuant to the Global Change Research Act of 1990, and identified the following broad current and future climate risks to the United States: safe, reliable water supplies are threatened by flooding, drought, and sea level rise; disruptions to food systems are expected to increase; homes and property are at risk from sea level rise and more intense extreme events, infrastructure and services are increasingly damaged and disrupted by

extreme weather and sea level rise; climate change exacerbates existing health challenges and creates new ones; and climate change is causing ecosystems to undergo transformational changes; and,

WHEREAS, Mendocino County has been profoundly affected by multiple natural disasters in recent years due to climate change including severe drought, heatwaves, devastating wildfires and accompanying days long power outages, extreme weather such as severe rain, snow and wind storms, flooding, landslides, coastal sea rise with severe impacts on coastal near shore ecosystems; and

WHEREAS, the Redwood Complex Fire in 2017, the Hopkins Fire in 2021, the Winter Weather Flood Event of 2022-2023 and the February Snow Event of 2023 have been classified as climate related disasters and the Disaster Recovery division of the Executive Office estimates that the County has spent over \$11,700,000 in emergency response costs responding to these disasters; and

WHEREAS, disasters resulting from climate change affect both public and private infrastructure, threatening harm to roads, power and communication lines, businesses and residences, agricultural productivity, the health of our natural resources, and our community's mental health; and

WHEREAS, the disasters resulting from climate change not only cause loss of life and property damage, but are also have economic consequences, such as increased insurance costs and even a reduction in the number of insurance agencies willing to offer policies in certain states like California and Florida; and

WHEREAS, the current pace and scale of state and national climate action is not sufficient to avert substantial damage to the economy, environment, and human health over the coming decades; and

WHEREAS, restoring a safe and stable climate requires an emergency mobilization to reach net zero greenhouse gas emissions across all sectors, to rapidly and safely draw down or remove all the excess carbon from the atmosphere, and to implement measures to protect all people and species; and

WHEREAS, in order to avoid irreversible, catastrophic climate change impacts, the County must focus not only on reducing its emissions but must also take action to enable its residents to prepare for significant ecological and economic impacts due to climate change; and

WHEREAS, certain existing policies and regulations of the County may hinder rapid and effective response to climate change, and urgency actions to ease regulatory and public policy constraints may be necessary to facilitate effective and expedited implementation of climate change mitigation efforts, including streamlining the implementation of climate change mitigation measures such as renewable energy projects, green infrastructure and emissions reductions initiatives; and

WHEREAS, the severity and urgency of the climate change crisis necessitates swift and urgent action to protect the County's residents, environment, and future generations; and

WHEREAS, the County of Mendocino must do everything in its power to encourage a swift transition to a low-carbon economy to mitigate economic risks and capture emerging opportunities in renewable energy and sustainable technologies, and to move towards an ecologically, socially, and financially sustainable economy; and

WHEREAS, on December 19, 2023, the Board of Supervisors proclaimed the existence of a local emergency due to climate change, finding that conditions of extreme peril to the safety

of persons and property have arisen in Mendocino County such that pursuant to Government Code section 8630 a local emergency now exists throughout Mendocino County as a result of climate change; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions and the breadth of the peril to the County and its residents continue to exist; and

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

WHEREAS, Mendocino County Code section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors finds that a local emergency due to climate change continues to exist.

BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County shall be those prescribed by state and local law, County resolutions, and the County of Mendocino Emergency Operations Plans, as approved by the Board of Supervisors.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 11th day of February, 2025, by the following vote:

AYES:	Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES:	None
ABSENT:	None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

Deputy

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

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3h)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Tony Rakes
Department Contact: Jesica Sandoval

Phone: 707-463-4441
Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of a Decrease in Appropriations of Funds for Fund 1100, Budget Unit 4011, Org EHDR2, Line Items 862253 Travel & Transportation Out of County by \$4,000, 864370 Equipment by \$6,000, and Org EHHAZ, Line Item 864370 Equipment by \$15,000; and an Increase of Appropriations in Fund 3260, Budget Unit 0326, Org HO Line Items 862150 Memberships, 827802 Operating Transfer in, and to Fund 1100 Budget Unit 1000, Org ND, Line Item 865802 Operating Transfer Out for Fiscal Year 2025-26

Recommended Action/Motion:

Approve a decrease in appropriations of funds for fund 1100, budget unit 4011, org EHDR2, line items 862253 travel & transportation out of county by \$4,000, 864370 equipment by \$6,000, and org EHHAZ, line item 864370 equipment by \$15,000; and an increase of appropriations in fund 3260, budget unit 0326, org HO line items 862150 memberships, 827802 operating transfer in, and to fund 1100, budget unit 1000, Org ND, line item 865802 operating transfer out for Fiscal Year 2025-26; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

The Board of Supervisors adopted the FY 2025-26 Mendocino County Budget on June 24, 2025 (Resolution 25-105).

Summary of Request:

Funding for travel and some fixed assets have been re-evaluated and will now be applied to the needs of the Water Agency budget unit for an increase in membership fees for the Mendocino County Inland Water and Power Commission.

Alternative Action/Motion:

Provide alternate direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At:

Item #: 3h)

Fiscal Details:

source of funding: General Fund

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

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: 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

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Environmental Health/Water AgencyDate 06/25/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
1100	EHDR2/4011	862253	TRAVEL & TRSP OUT OF COUNTY	\$ 4,000.00	D	\$74,314.00
1100	EHHAZ/4011	864370	EQUIPMENT	\$ 15,000.00	D	\$26,000.00
1100	EHDR2/4011	864370	EQUIPMENT	\$ 6,000.00	D	\$26,000.00
1100	ND/1000	865802	OPERATING TRANSFER OUT	\$ 25,000.00	I	\$15,152,325.00
3260	HO/0326	862150	MEMBERSHIPS	\$ 25,000.00	I	\$102,043.00
3260	HO/0326	827802	OPERATING TRANSFER IN	\$ 25,000.00	I	\$60,000.00

This is an appropriations change, for FY 25-26. Reducing expenses in out of county travel and fixed assets that will not be funded in Environmental Health, and appropriating that funding for the Water Agency (total appropriations change of \$25,000).

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By 

Prepared by: _____

Ph: _____

Email: _____

TO COUNTY EXECUTIVE OFFICER:

☒ Sufficient balances remain in the accounts indicated to effect transfer as requested.☐ Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of \$ _____

REMARKS:

No. 2026-07T001Date 06/30/2025AUDITOR-CONTROLLER By 

COUNTY EXECUTIVE OFFICER:

☒ RECOMMENDATION☐ APPROVAL☐ DENIED

COMMENTS:

Sara Pierce

Digitally signed by Sara Pierce
Date: 2025.06.25 10:45:22 -07'00'Date 06/25/2025

COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: ☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED☐ OTHER

REMARKS:

Date _____

DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO. _____

Date _____

By: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 3i)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Department Contact: Jeff Determan

Phone: 707-234-6052

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Third Amendment to BOS Agreement No. 24-062 with DFM Garage Inc., dba DFM Auto Repair Extending the Termination Date from June 30, 2025, to June 30, 2026, and Increasing the Total Amount Payable in the Amount of \$125,000, for a New Agreement Total of \$325,000 for County Fleet Repair and Maintenance Services

Recommended Action/Motion:

Approve second amendment to BOS Agreement No. 24-062 with DFM Garage Inc., dba DFM Auto Repair extending the termination date from June 30, 2025, to June 30, 2026, and increasing the total amount payable in the amount of \$125,000, for a new Agreement total of \$325,000 for County Fleet Repair and Maintenance Services; and authorize the Chair to sign the same.

Previous Board/Board Committee Actions:

The Board of Supervisors approved BOS Agreement No. 24-062 (the "First Amendment") with DFM Garage Inc., dba DFM Auto Repair on June 25, 2024.

Summary of Request:

This contract will extend the termination date from June 30, 2025 to June 30, 2026 and extend the authorized amount of funding for the County Fleet Repair and Maintenance Services to \$325,000 allowing for the continuing service for County Fleet vehicles.

Alternative Action/Motion:

Do not approve and provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3i)

Fiscal Details:

source of funding: 1620 GA Budget / 2310 SO Budget / 2510 JA Budget

current f/y cost: \$200,000

budget clarification: Additional costs will be funded by existing budgets in FY-25/26

annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Darcie Antle, 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:

BOS AGREEMENT NO. _____

AMENDMENT #2

Original Agreement	BOS-24-062
Amendment 1	BOS-24-062-A1

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-062**

This second Amendment to Agreement No. BOS-24-062 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **DFM Garage, Inc. DBA DFM Auto Repair**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-062 was entered into on May 7, 2024 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-24-062 was entered into on June 25, 2024 (the "First Amendment") extending the term from June 30, 2024 to June 30, 2025, and increasing the amount from \$50,000 to \$200,000; and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2025 to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$125,000 from \$200,000 to \$325,000.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2025 to June 30, 2026.
2. The total contracted amount set out in the Agreement is hereby increased by \$125,000 from \$200,000 to \$325,000.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 06/05/2025

Budgeted: Yes
Budget Unit: GA 1620
Line Item: 86-2239
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, 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: Darcie Antle
Risk Management

Date: 06/05/2025

CONTRACTOR/COMPANY NAME

By: Mary E Chedeno
SIGNATURE

Date: 6/6/25

NAME AND ADDRESS OF CONTRACTOR:

DFM Garage, Inc. DBA DFM Auto Repair
575 South State Street
Ukiah, CA 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Mary K...
COUNTY COUNSEL

Date: 06/05/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/05/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ RFP-043-23
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County



Mendocino County Board of Supervisors Agenda Summary

Item #: 3j)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Darcie Antle

Phone: 707-463-4441

Department Contact: Steve Dunnicliff

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with City of Fort Bragg for Sidewalk Improvements at the Fort Bragg Library and Finding, Pursuant to Government Code Section 25526.6, that the Proposed Construction is in the Public Interest, as the Improvements will Create an Improved Public Asset for Public Enjoyment and Recreation, and the Temporary Construction Agreement Will Not Conflict or Interfere with the Use of the Remainder of the County Property, as a Library

Recommended Action/Motion:

Approve Agreement with City of Fort Bragg for sidewalk improvements at the Fort Bragg Library and find, pursuant to Government Code Section 25526.6, that the proposed construction is in the public interest, as the improvements will create an improved public asset for public enjoyment and recreation, and the temporary construction Agreement will not conflict or interfere with the use of the remainder of the County property, as a library; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None directly related to this item.

Summary of Request:

The City of Fort Bragg is contracting to install/replace concrete sidewalks, curbs, and/or gutter on the street corners adjacent to the County's Fort Bragg Library. These improvements are being undertaken as part of the 2025 Pavement Preservation Project at no cost to the County. The proposed improvements will bring Fort Bragg neighborhoods further into compliance with the Americans with Disabilities Act (ADA). As a component of these comprehensive street enhancements, the City is willing and desiring to improve portions of the County property. The work area will be maintained in a neat and workmanlike condition, with affected areas restored to a clean and safe state. The proposed license agreement contains an indemnification clause for all claims arising out of the City's project and the use of the area. Maps of the license area and the project are attached to the license agreement.

In order to approve the license agreement, Government Code Section 25526.6 requires that the Board make two findings: that the conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by County. Participation in the Pavement Preservation Project will improve ADA access around the County's building at no cost to the County. Secondly, the license will not substantially conflict or interfere with the use of the County's property. The

Item #: 3j)

County Library in Fort Bragg will remain usable during and after construction, and the outdoor portion of the property will have improved sidewalk access following construction.

Alternative Action/Motion:

Provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: District 4

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: City of Fort Bragg

current f/y cost: N/A

budget clarification: This project is funded by the City of Fort Bragg.

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

PERMISSION TO ENTER AND CONSTRUCT AGREEMENT

In consideration of anticipated benefits, as described below,

Name: COUNTY OF MENDOCINO

Mailing Address: Executive Office

501 Low Gap Rd, Room 1010

Ukiah, CA 95482

hereinafter "Owner", hereby grants permission to the City of Fort Bragg, its officers, employees, and contractors (hereinafter "City"), to enter upon the real property belonging to the undersigned, described and located as follows:

Assessor's Parcel No.: 008-096-10-00

Parcel address: 499 E LAUREL ST

FORT BRAGG, CA 95437

Purpose for Entry:

The City is contracting to install/replace concrete sidewalk, curb, and/or gutter on the corners adjacent to your property

Benefits to accrue to the property owner:

Ordinarily, the installation or upgrades to sidewalks, curbs, gutters, and driveways are the responsibility of the property owner as allowed by State and City regulations. These improvements are being undertaken as part of the 2025 Pavement Preservation Project at no cost to you. The proposed improvements bring your neighborhood further into compliance with the Americans with Disabilities Act (ADA) and save you from bearing the costs of the improvements should you pursue upgrades to your property at a time in the future.

Terms:

City covenants and agrees to indemnify, defend and hold harmless Owner, and its agents, officers, attorneys, and employees, from any and all claims, demands, damages, costs, liabilities and losses whatsoever (including reasonable attorney's fees and costs incurred in defending claims) alleged or arising out of City's operations under this agreement.

All affected areas of the Owner's property shall be left in a neat and workmanlike manner.

This Permission to Enter Agreement will expire two (2) years from the date that the agreement is signed by both parties.

Recommended for Approval:

By: Chantell O'Neal 06/20/2025
AGENT FOR CITY DATE

Chantell O'Neal
Assistant Director- Engineering

PROPERTY OWNER:

By: See next page
OWNER OR AGENT FOR OWNER DATE

City Road: LAUREL ST

Right of Entry No

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle

DEPARTMENT HEAD

Date: 06/26/2025

Budgeted: ☐ Yes ☐ No

Budget Unit:

Line Item:

Org/Object Code:

Grant: ☐ Yes ☐ No

Grant No.:

COUNTY OF MENDOCINO

By: _____

JOHN HASCHAK, 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: Darcie Antle

Risk Management

Date: 06/26/2025

CONTRACTOR/COMPANY NAME

By: See Above

SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

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: [Signature]

COUNTY COUNSEL

Date: 06/26/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]

Deputy CEO or Designee

Date: 06/26/2025

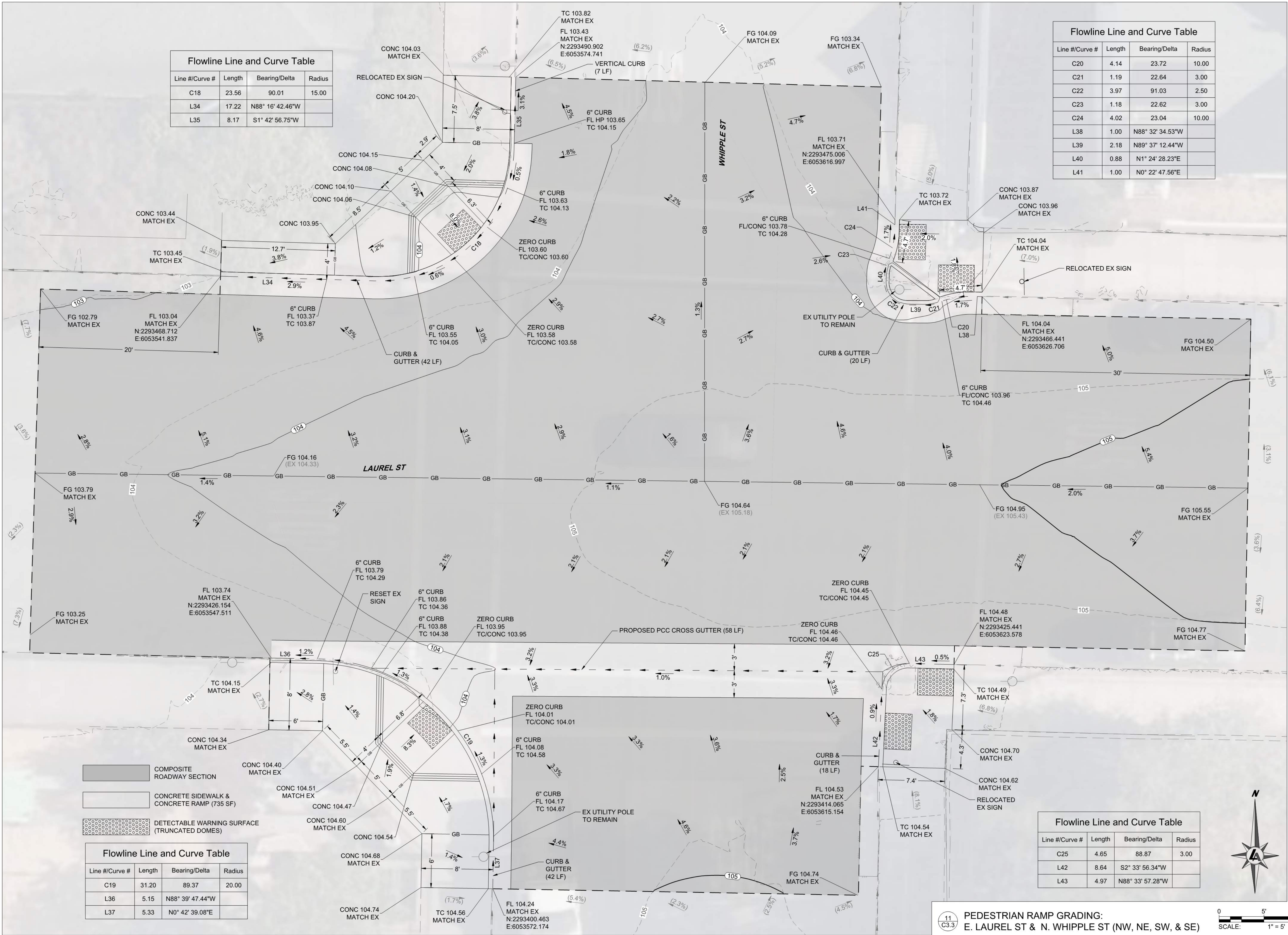
Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

L:\APro\11335.000 - 2025 Pavement Preservation & Rehab Pro\3-Design\DWG\Sheets\11335.000_RAMPs-2.dwg,RAMPs4, 01/22/2025 11:03 am, doster



Flowline Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C18	23.56	90.01	15.00
L34	17.22	N88° 16' 42.46"W	
L35	8.17	S1° 42' 56.75"W	

Flowline Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C20	4.14	23.72	10.00
C21	1.19	22.64	3.00
C22	3.97	91.03	2.50
C23	1.18	22.62	3.00
C24	4.02	23.04	10.00
L38	1.00	N88° 32' 34.53"W	
L39	2.18	N89° 37' 12.44"W	
L40	0.88	N1° 24' 28.23"E	
L41	1.00	N0° 22' 47.56"E	

Flowline Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C19	31.20	89.37	20.00
L36	5.15	N88° 39' 47.44"W	
L37	5.33	N0° 42' 39.08"E	

Flowline Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C25	4.65	88.87	3.00
L42	8.64	S2° 33' 56.34"W	
L43	4.97	N88° 33' 57.28"W	



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

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CITY OF FORT BRAGG
2025 PAVEMENT PRESERVATION
AND REHABILITATION PROJECT
PEDESTRIAN RAMP GRADING
FORT BRAGG
MENDOCINO
CA

REV	DATE	DESCRIPTION	BY

BAR IS 1 INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

C3.3

DRAWN BY: AF
DESIGNED BY: AF
CHECKED BY: AB
JOB NO.: 11335.000
SHEET: 11 OF 38

PEDESTRIAN RAMP GRADING:
E. LAUREL ST & N. WHIPPLE ST (NW, NE, SW, & SE)

0 5' 10'
SCALE: 1" = 5'





Mendocino County Board of Supervisors Agenda Summary

Item #: 3k)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Scott Morgan

Phone: 707 467-4441

Department Contact: Sara Pierce

Phone: 707 467-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Second Amendment to Agreement No. BOS 24-210 with Integrity Shred, LLC in the Amount of \$40,000 for a Total of \$120,000 for Continued On-site Secure Document and Other Media Shredding and Destruction Services and Extend the Termination Date from June 30, 2025, to June 30, 2026

Recommended Action/Motion:

Approve retroactive second amendment to Agreement No. BOS 24-210 with Integrity Shred, LLC in the amount of \$40,000 for a total of \$120,000 for continued on-site secure document and other media shredding and destruction services and extend the termination date from June 30, 2025 to June 30, 2026; authorize the Chief Executive Officer or designee to sign any future amendments to the Agreement that do not exceed the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

December 17, 2024: The Board of Supervisors approved the first amendment with Integrity Shred, LLC for continued on-site document shredding services in the amount of \$40,000 for a total of \$80,000.

Summary of Request:

Integrity Shred, LLC has provided onsite document and computer related shredding services for the County since 2018. In 2023 a new Request for Proposal for document shredding services, RFP 045-23 was issued and Integrity Shred, LLC was awarded a one-year agreement with an optional one-year extension. The Purchasing Division completed Exception to Bid #25-163 and recommends extending the current agreement for an additional one year. Integrity Shred is affiliated with the National Association for Information Destruction, and fully and professionally insured and bonded for secure disposal of paper or document shredding in compliance with all appropriate laws and legislation. Services will occur at various Mendocino County departments in Ukiah, Fort Bragg, and Willits from July 1, 2025, through June 30, 2026

As a result of RFQ 045-23, on-site document shredding services were approved by the Purchasing Agent on October 18, 2023. The Purchasing Division recommends continue services with Integrity Shred, LLC for on-site document shredding services for an additional one year and therefore requests retroactive approval of the proposed agreement for the 2025-2026 fiscal year and continued use of on-site document shredding services provided by Integrity Shred, LLC.

Item #: 3k)

Alternative Action/Motion:

Do not approve amendment and provide alternate direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Various

current f/y cost: \$40,000

budget clarification: Each department is billed based on quantity of bins emptied, and how often services are provided. Each department budgets for the expense on an annual basis.

annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

Original Agreement No.	PA 24-29
Amendment 1	BOS 24-210

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. PA#24-29**

This second Amendment to Agreement No. PA#24-29 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Integrity Shred LLC**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. PA#24-29 was entered into on Oct 19, 2023 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. PA#24-29 was entered into on December 17, 2024 (the "First Amendment") increasing the total amount by \$40,000 for a new total of \$80,000; and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2025 to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$40,000 from \$80,000 to \$120,000.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2025, to June 30, 2026.
2. The total contracted amount set out in the Agreement is hereby increased by \$40,000 from \$80,000 to \$120,000.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 06/17/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: N/A

Line Item: JE's from each department

Grant: ☐ Yes ☒ No

Grant No. : N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, 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: Darcie Antle
Risk Management

Date: 06/17/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
SIGNATURE

Date: 6-18-25

NAME AND ADDRESS OF CONTRACTOR:

Integrity Shred LLC

3721 Santa Rosa Ave, Suite B5

Santa Rosa, CA 95407

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: [Signature]
COUNTY COUNSEL

Date: 06/17/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/17/2025

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: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 31)

To: BOARD OF SUPERVISORS

From: General Services Agency

Meeting Date: July 8, 2025

Department Contact: Scott Morgan

Phone: 707-467-4441

Department Contact: Sara Pierce

Phone: 707-467-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Agreement with Toshiba Business Solutions (Toshiba) in the Amount of \$95,000 for Continued Maintenance Services of the County's Toshiba Copier Fleet, Effective June 30, 2025, to June 30, 2026

Recommended Action/Motion:

Approve retroactive Agreement with Toshiba Business Solutions (Toshiba) in the amount of \$95,000 for continued maintenance services of the County's Toshiba copier fleet, effective June 30, 2025 to June 30, 2026; authorize the Purchasing Agent to execute any and all necessary documents related to the transaction; authorize the Purchasing Agent to sign any future amendments to the Agreement that do not alter the fiscal aspects of the Toshiba Maintenance contract; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

July 22, 2014: The Board of Supervisors approved an Agreement with Toshiba Business Solutions (Toshiba) for the acquisition of multifunction copier devices and maintenance services, piggy backing off of the Los Angeles World Airports' (LAWA) competitively awarded contract.

April 23, 2019: The Board of Supervisors approved an Agreement with Toshiba Business Solutions (Toshiba) for the acquisition of multifunction copier devices and maintenance services, piggy backing off of the Los Angeles World Airports' (LAWA) competitively awarded contract.

April 22, 2025: The Board of Supervisors approved an Agreement with Toshiba Business Solutions (Toshiba) for maintenance and service for countywide multifunction copiers devices.

Summary of Request:

Toshiba completed an analysis of the County's copier fleet and upon completion of this analysis, it was determined that the County's fleet was in good condition and the County would not benefit from replacement. It was determined to be in the best interest of the County to enter into an agreement for maintenance services and reevaluate the replacement of the County's copier fleet in 2025. Further analysis from Toshiba has concluded that some multifunction copiers may require replacement. The majority of the County's fleet does not need replacement at this time. The Purchasing Division therefore requests retroactive approval of the

Item #: 31)

proposed agreement for the 2025-2026 fiscal year and continued use of maintenance services provided by Toshiba Business Solutions.

Alternative Action/Motion:

Do not approve amendment and provide alternate direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 1160 GS

current f/y cost: 95,000

budget clarification: Paid from 1160 GS Budget. 1160 GS Budget will receive Revenue offset from all County departments based on usage.

annual recurring cost: 95,000

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, 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:

BOS AGREEMENT NO. _____

AMENDMENT #1

Original Agreement No.	BOS-25-027
------------------------	------------

**FIRST AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-25-027**

This first Amendment to Agreement No. BOS-25-027 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Toshiba America Business Solutions, Inc.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-25-027 was entered into on July 01, 2024 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2025 to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$95,000 from \$95,000 to \$190,000.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Initial Agreement is hereby extended from June 30, 2025 to June 30, 2026.
2. The total contracted amount set out in the Initial Agreement is hereby increased by \$95,000 from \$95,000 to \$190,000.

All other terms and conditions of the Initial Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 06/18/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: GS 1160

Line Item: 862201

Org/Object Code: GS/862201

Grant: ☐ Yes ☒ No

Grant No. N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, 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: Darcie Antle
Risk Management

Date: 06/18/2025

CONTRACTOR/COMPANY NAME

Signed by:
By: Van Real
41084B0E740B4DE...
SIGNATURE

Date: 6/18/2025

NAME AND ADDRESS OF CONTRACTOR:

Toshiba America Business Solutions, Inc.

25530 Commercentre Drive

Lake Forest, CA 92630

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: [Signature]
COUNTY COUNSEL

Date: 06/18/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/18/2025

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 ☐



Mendocino County Board of Supervisors Agenda Summary

Item #: 3m)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Doug Anderson

Phone: 707-234-6054

Department Contact: Jeff Determan

Phone: 707-234-6052

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization to Award and Approval of an Agreement with Green Flush Technologies, LLC in the Amount of \$228,175.36 for the Purchase and Delivery of a Restroom Building for Mill Creek Park at 2996 Mill Creek Road in Talmage for the Period from the Date of Execution through June 30, 2026

Recommended Action/Motion:

Authorize award and approve Agreement with Green Flush Technologies, LLC in the amount of \$228,175.36 for the purchase and delivery of a restroom building for Mill Creek Park at 2996 Mill Creek Road in Talmage for the period from the date of execution through June 30, 2026; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:

On February 8, 2022 the Board adopted a resolution authorizing the Purchasing Agent to submit an application to accept Per Capita funding for county parks designated for the Mill Creek Park Vault Toilets project. On June 24, 2025, the Board Adopted the 2025-26 proposed budget including \$496,892 for Mill Creek Park Vault Toilets.

Summary of Request:

The project application for the Per Capita Parks grant in 2022 identified the need for permanent vault toilets at Mill Creek Park to replace the rented units currently serving the park. Upon approval of the grant, staff solicited design proposals for the project, selecting Sally Swanson Architects who developed plans to replace the rented portable toilet near the picnic area. The project team identified several requirements for the toilet building including that it function off grid, provide sanitary facilities including flush toilets and wash water, and be ADA Accessible. A site-built facility meeting these requirements would be cost prohibitive, however, Green Flush Technologies was determined to be the only vendor providing solar powered vault restrooms meeting these requirements; these finding are included in the attached Exception to Bid EB 25-95. Given the exception to bid and the long lead time required to order, manufacture and deliver the restroom, the procurement of the restroom was separated from the construction project to prepare the site and install the restroom. That project will be put out to bid at the appropriate time to take delivery of the restroom and complete the balance of the on-site improvements. Staff recommends award of the Green Flush contract.

Alternative Action/Motion:

Do not award the contract and provide alternate direction to staff.

Item #: 3m)

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: District 1

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: CI 1710

current f/y cost: N/A

budget clarification: Appropriation for the Mill Creek Park Vault Toilets project was included in the 2025-26 adopted budget in the amount of \$496,892.

annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Darcie Antle, 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:

GREEN FLUSH TECHNOLOGIES, LLC
Terms and Conditions

1. Agreement. This Agreement consists of both the Contract and these Terms and Conditions as is between Green Flush Technologies LLC (the “**Seller**”) and Mendocino County, a political subdivision of the State of California (the “**Buyer**”). The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through June 30, 2026.
2. Scope of Services. This Contract is for the fabrication, delivery, and installation of an Aspen model flush restroom building as described in the attached specifications, Quote #MC04 (the “**Product**”), delivered to 2996 Mill Creek Road, Talmage, California (the “Site”). Fabrication includes preparation of engineered drawings, plans and calculations (“Plans”) for the Product and its installation, and submitting said Plans for review and approval by the California Department of Housing and Community Development. Seller shall begin manufacturing the Product after receiving approval from the State Modular Building Office, approval from the Mendocino County Department of Planning and Building Services, and the issuance of a notice to proceed by the Buyer. Seller shall provide written notice to Buyer when the Product is ready to be shipped to the Site. Buyer shall provide written notice to Seller authorizing the shipping of the Product to the Site.
3. Purchase Price & Payment Terms. The purchase price for the Product shall be \$228,175.36 (Product cost of \$209,720.00 plus \$18,455.36 in state and local sales tax of 8.8%; the “Purchase Price”). Upon completion and County approval of 50% preliminary engineered drawings, Seller shall send Buyer an invoice for a sum equal to twenty percent (20%) of the Purchase Price. Upon delivery of the Product to the Site, or forty-five (45) days after receipt of written notice from Seller that the Product is ready to ship, whichever is sooner, Seller shall send Buyer an invoice for a sum equal to seventy percent (70%) of the Purchase Price. Buyer shall pay invoices within thirty (30) days of receipt. Sixty (60) calendar days after the delivery date, the Seller shall send the Buyer an invoice for the full remaining unpaid balance of the Purchase Price. Payment of the final invoice by Buyer shall be conditioned on Buyer's final acceptance of the Product, following all required inspections; provided, however, that payment shall not be unreasonably delayed if required inspections are delayed for reasons outside Seller's control. However, at that time, should the Buyer wish to retain monies from the unpaid balance of the Purchase Price due to warranty concerns for which the Seller is liable, the Buyer shall not be required to pay Seller said retained monies until such time as the warranty work is completed. Monies held for warranty work shall not be in excess of the actual cost of the warranty work. The purchase and payment terms herein shall be controlling over any other document. The purchase price may be adjusted by written change order, signed by both the Buyer and Seller. Delinquent payments shall be subject to 1% interest per month.
4. Bonds. If Buyer requires the Seller to carry bonds, the cost of such bonds will be paid to the Seller within 30 days of Seller's invoice(s) following the payment(s) made by the Seller to the Bonding Agent.
5. Liquidated Damages. Under no circumstances shall the Seller be required to make payment for any liquidated damages assessed by the Buyer or assessed against the Buyer by others.
6. Cancellation; Termination. Buyer may cancel or modify the Contract prior to fabrication of Product upon written notice to Seller and provided that Buyer has paid Seller for all reasonable charges for expenses incurred and commitments made by the Seller up to the date of such modification or cancellation. Buyer cannot cancel or

modify Contract after Seller has started fabrication of Product without Seller's written consent and the payment by Buyer to Seller of all direct costs and economic damages incurred due to such cancelation or modification.

7. Force Majeure. In the event the completion of the Product under the Contract is prevented or delayed due to weather, fire, accident, natural disaster, theft, labor strikes, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, completion of work shall be delayed until a later date that is agreed to by the parties. Under no circumstances will Seller bear any liability for such act, the delay such act creates, or damages caused by such act.
8. Delivery and Installation. The Seller shall make reasonable accommodation to the Buyer to have access to the restroom either in person or through electronic media to inspect the restroom before shipment. However, any costs incurred by said accommodation(s) shall be borne by the Buyer. Seller will deliver the Product to Buyer's specified location. Seller shall be responsible for repairs due to any shipment or transport damage to the restroom building provided such damage is noted on the delivery documentation given to the Buyer upon arrival and prior to unloading the restroom from the delivery vehicle. Buyer shall be responsible for any damage to the buildings or vaults that occurs on-site and that is the result of Buyer's installation. Delivery shall be made by the Seller to the installation site or to the closest location to the installation site that is accessible for the semi-trucks delivering the product. Any costs for mobilization beyond this shall be borne by the Buyer. Buyer shall be responsible for preparing the site for installation per the drawing provided by the Seller including but not limited to excavation, leveling, and stabilization of receiving soils. Buyer shall also be responsible for all contracted on-site utility connections, backfilling, final grading, landscaping, hardscaping, walkways, and site cleanup.
9. Intellectual Property. Unless otherwise agreed upon in writing prior to receipt of Contract, Seller retains the right in perpetuity to use all Product images that are taken during construction and delivery and while the goods are in Seller's possession. The images may be used on Seller's website, in marketing materials, at trade shows, entered in industry related competitions or in any other manner as Seller decides to use such images.
10. Confidential Information. During the course of this Agreement, Buyer may gain possession of or access to Seller's confidential information including, but not limited to certain drawings or specifications with regard to the Product, proprietary methods and protocols, and any and all information and know-how (collectively, the "Confidential Information"). Confidential Information shall be marked in writing as "confidential" or by a similar designation. Buyer acknowledges and agrees that it has no claim, right, title, property or other interest of any kind in the Confidential Information. Buyer will not make copies or give originals of any documents that are indicated as being Confidential Information to any other persons or entities without the written permission of the Seller, which Seller may withhold at its sole discretion. Notwithstanding the foregoing, in the event that Buyer is required by law (including the California Public Records Act), interrogatories, requests, regulatory or self-regulatory requirements for information or documents, subpoena or similar process to disclose any Confidential Information, Buyer will provide Seller with prompt written notice of such request or requirement so that Seller may seek an appropriate protective order at its sole cost and expense. If, in the absence of a protective order, Buyer is nonetheless compelled or required to disclose any Confidential Information, Buyer may disclose only that portion of the Confidential Information where such party is so legally compelled or required to disclose.
11. Inspection. Buyer will promptly inspect the Product upon delivery and installation and will notify Seller in writing of any nonconformity or defect within 10 days following actual installation date. Upon such notice, Seller will cure such defect or nonconformity within a reasonable period of time and will pay for any repair costs. However, such

defect or nonconformity will not relieve Buyer of its obligation to pay Seller the remainder of the Purchase Price, delivery, installation, taxes, duties, or other costs owed, except as noted in paragraph 3 above.

12. Express Warranty. Seller warrants for a period of one year (after notice that the product is ready to ship) that all Products shall be free of any defects in workmanship and materials and, except as stated below, will conform to the specifications stated or referred to in the Contract. No warranties exist beyond the specifications stated or referenced in this Agreement. Seller will replace or repair any goods or component that are found to be defective or nonconforming provided that Buyer gives Seller written notice of the defect or nonconformity within the warranty period and the notice given specifies the defect or nonconformity with reasonable particularity. If practical, Buyer will return defective or nonconforming goods or components F.O.B. to Seller's manufacturing facility and accept the same as repaired or the replacement F.O.B. at Seller's installation site. Repair or replacement shall be at Seller's sole option. Notwithstanding the foregoing Seller may elect to terminate all of its obligations and liability to Buyer, including the obligation to repair or replace, by refunding the purchase price to Buyer if Seller determines that repair or replacement cost may exceed the purchase price.
13. **WARRANTIES AND REPRESENTATIONS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM FAILURE OR DEFECTIVE OPERATION OF THE PRODUCT OR DELAY IN SELLER'S PERFORMANCE UNDER THIS AGREEMENT NOR SHALL SELLER BE LIABLE FOR PUNITIVE, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE, INCLUDING TORT AND STRICT LIABILITY. ALSO, SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR MALFUNCTION RESULTING FROM BUYER'S MODIFICATION OF THE PRODUCT OR FAILURE TO PROPERLY MAINTAIN THE PRODUCT IN ACCORDANCE WITH SELLER'S RECOMMENDED OPERATION, MAINTENANCE, AND SERVICE GUIDELINES.**
14. EXCLUSION OF IMPLIED WARRANTIES. AS A MATERIAL PART OF THE BARGAIN, ALL IMPLIED WARRANTIES, (NOT INCLUDING EXPRESS WARRANTIES AS LISTED IN SECTION 10 AND INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), EXCEPT IMPLIED WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, ARE EXCLUDED AND BUYER EXPRESSLY WAIVES ANY CLAIM OR REMEDY BASED THEREON.
15. Building Codes. Pricing is based upon current Statewide codes. Exceptions or additions to the State Codes by any local jurisdiction are not addressed in the pricing. Any code revisions to the Statewide codes or adoption of new code standards that may necessitate changes to the specifications or drawings may be the subject of a change order and price change.
16. Choice of Law; Venue. 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. All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
17. Miscellaneous. The headings in this Agreement are for convenience only and are not intended to, and shall not be construed to affect the scope or intent of this Agreement nor the meaning of any of its provisions. This Agreement is personal to the specific parties and neither party may assign or transfer its rights, obligations, and responsibilities under this Agreement without the express written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be given a fair and reasonable construction in accordance with the

intention of the parties and without regard to the identity of its drafter. This Agreement sets forth the entire, integrated understanding and Agreement of the parties with respect to the independent contractor relationship between them, incorporates all of the terms, covenants and conditions agreed to by the parties, and is controlling. This Agreement can only be modified or amended in writing, signed by both parties. In the event of any legal action or proceeding initiated by either party in order to enforce the Agreement or any of its provisions, including arbitration, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails. If any part of this Agreement is determined by a court of competent jurisdiction to be unenforceable, all other parts of this Agreement will remain in full force and effect. This Agreement may be executed in one or more counterparts, each of whom shall be deemed an original and all of which counterparts together will constitute one integrated agreement. Execution of this Agreement at different times and places by the Parties will not affect its validity as long as all the parties execute a counterpart of this Agreement. In the event of a breach of this Agreement, the non-breaching party may maintain an action for specific performance or file for an injunction against the party who is alleged to have breached any of the terms of the Agreement. Failure of either party to insist upon the strict performance of any of the Agreement's terms and conditions, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, will not release the other party of any of its obligations under the Agreement, nor will any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the Agreement's terms. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof will constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Attachment: Quote #MC04

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darcie Antle
DEPARTMENT HEAD DATE 06/23/2025
Budgeted: ☒ Yes ☐ No
Budget Unit: 1710
Line Item: 864360 CI072
Grant: ☒ Yes ☐ No
Grant No.: 18-23-101

CONTRACTOR/COMPANY NAME

By: Kyle Earlywine
Date: 6/24/2025
NAME AND ADDRESS OF CONTRACTOR:
Green Flush Restrooms LLC
1420 N. Columbia Ridge Way
Washougal, WA 98671

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS
Date: _____

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

ATTEST:

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man/Kia
COUNTY COUNSEL

Date: 06/23/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/23/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/23/2025

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: _____



Quote #MC04
Mendocino County, CA

**Prefabricated Restroom
for Mill Creek Park**

6/11/2025

Quote Description



Per 2025 0325 SPEC by Blazer Industries

Green Flush's "Aspen" model with covered porch delivered to Ukiah, CA. The restroom comes with a 135 gallon plastic potable water tank and partitioned concrete vault with capacity for 1,436 gallons of flush water and 1,713 gallons of waste water. Walls below 8' are concrete block constructed with wood-frame construction above 8'. Exterior walls are unpainted precision block. Interior cabin walls are painted block (two paint colors). Also includes metal roofing, solar power system, concrete floor with floor drain in cabin, fan ventilation system, frameless stainless steel mirrors, obscured glass windows, baby changing table with stainless steel shell, automatic door locks, interior and exterior lights, water heater, flush water and waste water level indicators, porcelain toilet, stainless steel sink with sensor operated faucet, stainless steel urinal, occupancy indicator, soap dispenser, seat cover dispenser, paper towel dispenser, and hollow metal doors.

Green Flush will send a staff member to provide technical support during the installation.

Item	Price	QTY	Subtotal
Restroom building as described	\$209,720.00	1	\$209,720.00
8.8% California and Ukiah Sales Tax			\$18,455.36
		Total	\$228,175.36

Site work is not included.

Pricing is guaranteed through 08/10/2025.

Price includes all required modular building permits, but not site specific permits such as a building permit.

Delivery

The restroom will be delivered on a semi-truck to the installation site or as close as the semi-truck can get to the installation site. Green Flush Restrooms purchases carbon offsets for all travel, shipping, and office energy.



Installation Site

2996 Mill Creek Rd
Ukiah, CA 95482

Delivery Coordinates:
39.12757361630026, -123.12951784932146

Crane Rental

The crane rental needed for setting the restroom and vault will be provided by Mendocino County. The restroom building is estimated to weigh 37,150 pounds. The vault is estimated to weigh 23,266 pounds. The weight may change, and final weight estimates will be reported once construction is underway. The weight is estimated and inexact, so we recommend confirming with the crane company that the weight is not close to the limit of the planned crane.

Warranty

All materials and equipment provided by Green Flush Restrooms will have a one year full warranty beginning on the date the customer is notified the restroom is ready to ship.

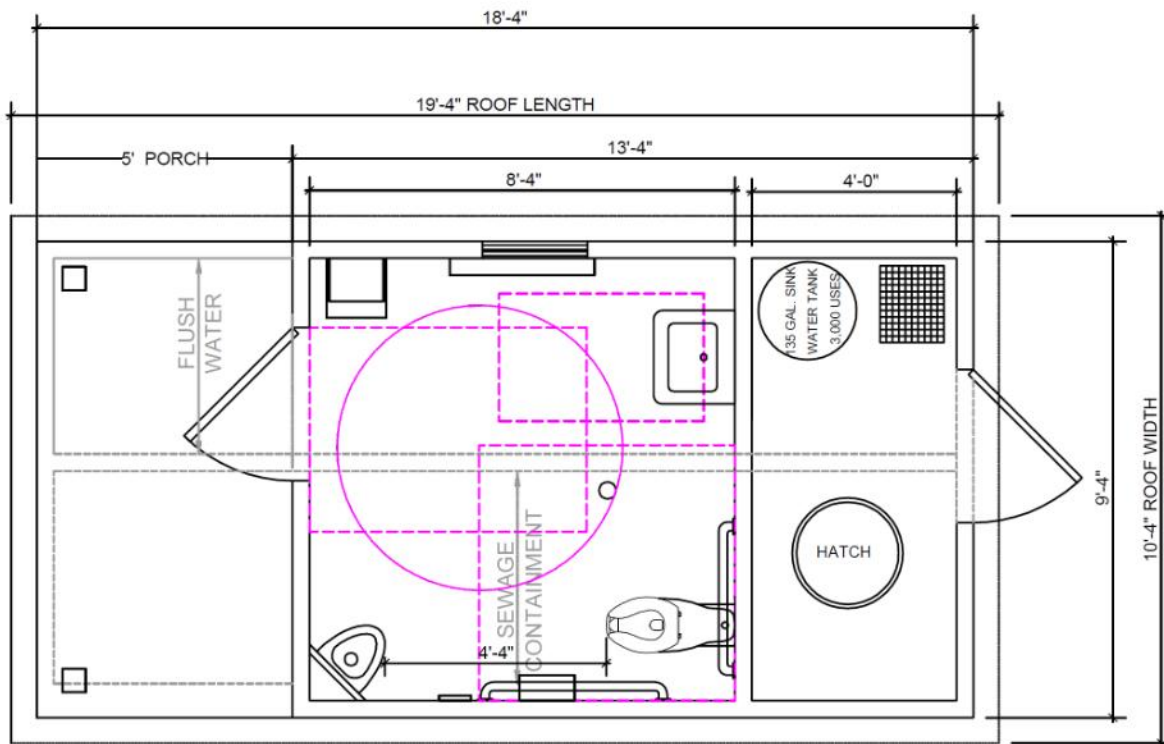
Customer Milestones

Due to potential impacts on material costs from unforeseen events such as pandemics, natural disasters, or tariffs, Green Flush Restrooms reserves the right to review and adjust pricing if the customer does not meet approval milestone dates as outlined in the agreed-upon schedule. Revised pricing will reflect any increases in material costs due to these delays.

Estimated Delivery Date

Upon placement of the order, Green Flush will provide an estimated delivery date for the restroom based on current production queues and historical averages. Green Flush recognizes that time is of the essence. However, we cannot guarantee any delivery date as much of the project is in the control of other parties including: the customer, reviewing authorities, and Green Flush's suppliers. Green Flush will provide updated estimates for the delivery date as the project progresses.

Aspen Floor Plan and Sample Photo



This photo shows exterior finishes that do not match this quote

Restroom Specifications



SPECIFICATION SHEET

Date:	3/25/2025	Size:	9'4" x 13'4"	DESIGN LOADS:
Customer:	Green Flush Technologies	Description:	Restroom Building with Porch	Floor: Mat Slab
Project:	Mendocino County	MBI Seal:	Yes	Wind:
Location:	Ukiah, CA	State Seal:	CA	Roof:
				Blazer PM - TBD

BUILDING CONSTRUCTION		Masonry on concrete floor
PLUMBING SYSTEM		
Waste:	Holding tank (concrete vault furnished by Green Flush) - Dual	
Water:	Storage tank in mech. Room - holding tank (part of vault by Green Flush) for recycled water	
Foundation	See lateral restraint plates below	
FLOOR SYSTEM		
Type:	Standard weight concrete reinforced, 8" thick, in 6x6 steel angle frame	
Floor Finish:		
Entire building:	Exposed concrete with light broom finish with water resistant coating	
Base:	None	
Lateral Restraint Plates:	(4) - 1/2" x 11" x 16" steel plates - Required for all buildings placed over a concrete vault	
Floor Drain:	(1) Shallow Trap Floor Drain	
Access to waste tank:	(1) ea securable 27" fiberglass man hole cover w/ sewer lid seal kit (VPC-2000)	
	NOTE: Install key holder on wall and hold open for man hole cover	
Access to water tank:	Provide (1) 18"x24" - 1-1/2" fiberglass grate - Use 2"x2" angle to line opening - Cover with 1/2 PT Plywood	
	NOTE: 2" Angle to stick up above surface of floor 1/2" - see detail on drawings	
Fluid level indicator:	Provide (2) holes with 1" schedule 80 PVC sleeve	
WALL SYSTEM - Structural (for CMU buildings)		
Exterior:	4" CMU	Precision, all rows, gray, to 7'4"
Interior:	4" CMU	Precision gray, to 7'4"
Urinal Wall:	4' high angled wall - Wood Framed	
Cap beam (all walls):	Steel tube, painted	
Above cap beam: all walls	2x3 wood framing with PT bottom plate	
Sheathing:		
Framed walls above cap beams:	7/16" OSB both sides	
ROOF STRUCTURE		
Direction of Ridge:	Runs:	Parallel to length of building
Style:	Gable with 3/12 pitch	
Framing - Rafters:	2x6 @ 16" oc	
Ridge:	Double 2x lumber	
Rims:	2x Lumber	
Bottom Sheathing:	7/16 OSB	
Insulation	None	
Roof Sheathing:	5/8 CDX Plywood	
Roof Venting:	None	
Architectural:	Roof overhangs - 6" at eaves, 6" at back, 5'6" at front	
COVERED PORCH		
Posts:	6x6 Wood - Use: Rough sawn Cedar	
"Truss":	Same as posts - For wood trusses, provide steel brackets as noted on drawings	
	Brackets to be painted	
Finish:	Paint	



SPECIFICATION SHEET

EXTERIOR WALL FINISH (for CMU buildings)

CMU:	Sealed
Siding:	Cement Board (sheet), painted - Cedarmill Pattern - above cap beam
Moisture protection	Wrap building with Tyvek building wrap, under FRC siding only
Flashing	Custom S.S. Z flashing, above cap beam
Fascia:	5/4 x 8 Cement Board Trim - "Smooth"
Soffits:	Cement Board (sheet), painted - Cedarmill Pattern
Type of Paint:	Miller "Evolution" exterior

ROOFING

Roofing Paper:	"High Temp" Self adhered roofing underlayment
Cover:	Standing Seam Metal - 26 ga - Metal Sales Image II
Drainage:	Gutters and downspouts supplied and installed on site by others if required

DOORS & HARDWARE

	Qty	Size	1 & 2 Type	3 Hinge	4 Lock	5a Closer	5b Pull Plate	5c Thresh	5d Sweep	6 Notes
Unisex RR	1	3'x7'	HM	b	a2	Yes	no	270A	321 SSN	6a,b,d
Mechanical	1	3'x7'	HM	b	a1	No	no	270A	321 SSN	6a,c
Window	1	32"w x 24"h	Acrylic Block Picture Window - Vinyl frame with 1" fins - Frosted							

1. DOOR TYPES:

- a) HM: GALVANIZED HOLLOW METAL, 18 GA DOOR w/16 GA FRAME

2. ALL H.M. DOOR FRAMES:

- a) WELDED
- b) 4-3/4" WIDE, TYPICAL
- c) 4" MASONRY HEADERS

3. HINGE SPECS:

- b) BUTT = HAGER #BB1191 X NRP (EXT DOORS ONLY), S.S.

4. LOCKS:

- a) LEVER LOCKS
 - 1) TELL LC1286
 - 2) SCHLAGE L9480L W/OCCUPANCY INDICATOR

5. HARDWARE SPECS:

- a) CLOSER: LCN4040XP
- b) PULL PLATES:
- c) THRESH: PEMKO
 - 1) #270A FOR NON TILED FLOORS
- d) SWEEP: PEMKO 321 SSN

6. OTHER:

- a) 24x12 L OULVER - (24" WIDE x 12" HIGH) AIR L OULVER, OPERABLE, SERIES 1100
- b) HES 1600 CDB 630 ELECTRIC STRIKE
- c) PROVIDE CHECK CHAIN (Ives CS 115-25)
- d) KICKPLATE (10"x34"), SS, ON PUSH SIDE OF DOOR

NOTES:

- a) ALL DOOR HARDWARE TO HAVE SS/SATIN CHROME/ALUMINUM TYPE FINISH
- b) ALL DOORS TO BE PREPPED FOR 2-3/4" BACKSET LOCKS UNLESS NOTED OTHERWISE
- c) KEY ALL DOORS ALIKE - PROVIDE 2 KEYS PER DOOR
- d) DOOR CLOSER OPEN DEGREE TO BE 180 UNLESS NOTED OTHERWISE

FLOOR COVER

See floor system



SPECIFICATION SHEET

INTERIOR WALL FINISH (for CMU buildings)

Restrooms	
To cap beam:	Block filler & paint (2-tone)
Base:	None
Cap Beam:	Paint
Above cap beam:	Painted Cement Board - stucco
Mechanical	
To cap beam:	Painted CMU
Cap Beam:	Paint
Above cap beam:	Painted OSB
Angled wall at urinal	FRP - Class C - glued in place to plywood, to 4' with aluminum battens
	Miller Performance Plus

CEILING

Entire bldg:	Hard lid
Entire bldg:	5/16 Cementboard - stucco pattern over 7/16 OSB
Ceiling height:	varies from eave height to height of ridge

INTERIOR TRIM

Window surrounds:	4/4 x 4 Fiber Cement Trim - Painted
Top of angled urinal wall:	Paperstone Cap
Above angled wall to Ceiling	Cover Vent pipe in corner with 3/4 PT plywood at 45° angle - Cover plywood with FRC - Painted
Wall to Ceiling:	Caulk gables

RESTROOM ACCESSORIES

ITEM	QTY	SIZE	MANUFACTURER / MODEL #	FINISH	NOTES
Grab Bars	1	36"	Bobrick 6806	S.S.	
Grab Bars	1	42"	Bobrick 6806	S.S.	
Signs - ADA Pictogram 12" circle/triangle (blank)	1	12"	Sign Elements - Type F.5	Aluminum Blue	
Signs - rectangular room ID ADA - "Restroom"	1	6"x8"	Sign Elements - Type I	Aluminum Blue	
Signs - rectangular room ID "Baby Changing Station"	1	6"x9"	Sign Elements - Type N	Aluminum Blue	

Signs - Green Flush will provide signage that Blazer will print, laminate and install or ship loose as noted

Sign (provided by Green Flush)	1	WARNING! DO NOT KNEEL WHEN LIFTING MANHOLE COVER!			
Signs - "Non Potable Water"	1				
Signs - "Fill with Potable Water Only"	1				
Signs - "Confined Space"	1				
Toilet Paper Holders	1	2-roll	Royce Rolls TP-2	S.S.	
Baby Changing Station	1		Foundations #5410339	S.S./Poly	
Hook - Hat & Coat	1		Bobrick B-212	S.S.	
Mirrors	1	18" x 30"	Bobrick B-1556	S.S.	
Paper Towel Dispenser	1		Kimberly-Clark 09990 03	Plastic	
Soap Dispenser	1		Clear Vu 9346	S.S.	
Toilet Seat Cover Dispenser	1		Boardwalk KD200	Chrome	
Waste receptacle	1		Bobrick B-2250		

OTHER SPECIALTY ITEMS

WH Platform	1		Blazer	white	
-------------	---	--	--------	-------	--

HVAC

Heat:	No		
Ventilation:	24" wide x 12" high louver in RR/mech door - Air Louver - see door specs		
Exhaust fan:	(1) In-Line Ventilation Fan 3" Round Duct - 130cfm - In Mech room Controlled by RR OS		Better Boat 12v fan
	Flexible hose		
	Grille to restroom		TBD
	Exhaust hood		TBD



SPECIFICATION SHEET

PLUMBING		
Toilet - ADA:	(1) ADA Height, Elongated Bowl, 1.28 gpf	American Standard Priolo FloWise
Flush Valve:	(1) Zurn 1.28 gpf	ZZ6000HETYBYC
Seat:	(1) Bemis, open front No lid	1955CT000
Urinal - ADA:	(1) Acorn Dura-Ware ADA SS	2158T-1
Flush Valve:	(1) Zurn diaphragm manual flush chrome	ZZ6003AVULF
Lavatory:	(1) Elaky 22x19 SS 1hole	EELV22191
Faucet:	(1) American standard 0.35gpm, electric battery pack	A7755203002
Mixing valve:	(1) Watts guardian thermostaic mixing valve	WLFUSG-B M3
Water Heater:	(1) Whale marine 12V	S360EW
Hose Bib:	(1) Interior Mount, Integral V.B.	Woodford W24P12
Water Pumps:	(2) 12 Volt Water Demand Pump, 2.9 GPM	Flojet 03526144A
Fittings:	(2) Set of Quad Pump Fitting	Flojet 20381007
Strainer:	(2) Twist on Pipe Strainer	Shurflo 255-313
Foot Valve:	(1) Foot Valve for vault water intake 3/4"	PFXBFVF
Water Tank:	(1) 135 Gallon Vertical Liquid Storage Tank	A-VT0135-23
Expansion Tank:	(1) 2 gallon Expansion Tank 3/4"	Proflo PFTX5
3 way valve:	(2) Three way ball valve 3/4"	LFB6780-M1
Adaptors:	(6) PEX x MIP adaptors	PEXLFBMADF
Floor Drain:	(1) Shallow Trap Floor Drain CONNECT TO PRIMER	Zurn Z4512IP5BP
Trap Primer:	(1) Automatically Activated w/ Access Panel CONNECT TO DRAIN	Proflo PFTP2500
Trap Seal:	(1) Quad Close Trap Seal	Smith 2692-02
Sewer lines	PVC DWV Schedule 40 Plastic	
Water Lines:	Aqua PEX- Identify potable and non potable with supplied snap on lables	
Fluid Level Indicator	(2) 2" Clear PVC attached to mech room wall, 1/2" sch 40 pipe with painted cap, 1/2"/1" PVC reducer slip fitting, 4x1 sch 40 Tee with spigot PVC plugs, seal joints with silicone caulk (see detail)	
NOTE: All water and waste lines to be surface mounted in the mechanical room.		
ELECTRICAL		
Service:	DC Solar System	By SES
	12v fuse block for DC wiring	By SES
NOTE: Solar Design, Sizing and Provision By SES - Install By Blazer		
Material:	Metallic Raceway System - EMT, MC Cable and/or Flex Conduit	
Switch:	(1) Single pole - Mech Room	Leviton CSB120
Automatic Controls:	(1) Ceiling Mount Occupancy Sensor - 12-24v	CM-9
	Switch light through 12V Relay	Vamrone YJ2N-LY
	(1) Timer - Exterior Lights	JVR 12V Timer
	(1) Photocell - Exterior Wall Mount	Proshopping DC850V
	(1) Photocell Plate	Intermatic K43-WP-KI
Wire For:	(1) 12V Pump	
	(1) 12V Water Heater	
	(1) Securitron System For RR Door	
	(1) 12V Exhaust Fan	
Lighting:	(4) Incandescent with vandal resistant cover - Use 12V LED bulb	Harris 300-CP-INC
	(1) Ea12v LED Bulb 6W(50W Equivalent) Daylight 5000k(pack of 6)	
Battery Shelf:	Custom built Shelf by Blazer for Batteries	Details TBD
NOTE Ship a copy of the E-1 page inside the Solar enclosure		
Labels Stickers for solar equipment per code		
Material:	(1) 1" Weatherhead	Halex 58010
MISC		
Steel brackets:	Provide (4) ea truck tie down/ lifting brackets	
Shrink wrap	Yes Provide (1) zipper door	
NOTE: Install cardboard over exterior doors to protect paint in shipping		
Building height	10'4"	



COUNTY OF MENDOCINO

Executive Office

Procurement

EXCEPTION TO COMPETITIVE BIDDING PROCESS**SOLE/SINGLE SOURCE PURCHASING, AND DISCLOSURE STATEMENT**

Request Date:	2/13/2025	
Requesting Department:	Facilities and Fleet	
Contact Name:	Kirk Viera	
Contact No.	Email: vierak@mendocinocounty.gov	Phone: 707-234-6058
Prior Sole Source Reference No.(s), if any:	N/A	
Description of Purchase or Service:	Self-Contained Unisex Bathroom	
Requested Vendor:	Green Flush Restrooms	
Estimated Total Cost: (Attach all written quotations)	\$233,575.00	

OVERVIEW

State and local laws subject Mendocino County to competitive bidding rules. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification (carefully documented on an 'Exception to Bidding' form) explaining the circumstances that make alternatives unacceptable.

Employees signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Chief Executive Officer/Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Goods: Departments must also note that the County must comply with competitive bidding on purchases of goods in the amount \$10,000 or more. This competitive bidding process is conducted solely by the Executive Office.

Services: Departments shall obtain competitive bids for personal and professional services contracts over \$25,000. If a department holds a contract between \$10,000 and \$25,000 for up to three consecutive years, said department shall obtain competitive bids for that contract before beginning the fourth year of said contract.

INSTRUCTIONS:

- Complete all relevant information and sections within the form.
- Provide full explanations, complete descriptions, and/or list all relevant reasons as requested.
- Sign and date the form.
- Improperly completed, and/or unsigned forms may be returned to the sender.
- Upload completed form to Cobblestone and route for additional approvals.
- County Counsel will forward to the Executive Office.
- Reference Mendocino County Policy No. 1 and the Competitive Procurement Guidelines.

Exception to Bidding Substantiation/Documentation**1. Select one of the following:**

- ☒ **Sole/single source procurement.** Sole Source is defined as a product or service which is practicably available only from one source. A single source is a source specifically selected amongst others, if any, due to specific reasons, i.e. replacement parts, compatibility, quality, service, support, etc.
- ☐ **Proprietary procurement.** A proprietary procurement restricts the product to that of one manufacturer. In such cases, the consideration of proposed equals is excluded. Competition may be obtained among the distributors which carry the specific product.

2. Please check all applicable categories below and provide additional information where indicated to support the type of exception indicated in No. 1 above.

- ☐ The requested product is an integral repair part or accessory compatible with existing equipment.
 Existing Equipment: Click or tap here to enter text.
 Manufacturer/Model Number: Click or tap here to enter text.
 Age: Click or tap here to enter text.
 Current Estimated Value: Click or tap here to enter text.
- ☒ The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- ☐ The County has standardized the requested product or service and the use of another brand/model would require considerable time and funding to evaluate.
- ☐ The requested product or service is one with which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- ☐ The requested product is used or demonstration equipment is available at a lower-than-new cost.
- ☐ Repair/Maintenance service is available only from manufacturer or designated service representative.
- ☐ Upgrade to or enhancement of existing software is available only from manufacturer.
- ☒ Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.
- ☐ Other factors (provide detailed explanation and substantiation in No. 3 below).

3. Provide a detailed explanation and pertinent documentation for each category checked in item 2 above. Attach additional sheets if necessary:

The project to replace the restrooms at Mill Creek Park presented several challenges to address ADA Accessibility; to meet that requirement the location will not have electrical power, water supply or septic connection, in addition to being fire and vandal resistant. Green Flush Restrooms are designed to be self-contained and are available with solar electrical system, water tank and waste storage vault that can be serviced with routine septic servicing at much longer intervals than the current portable restrooms. They are also available with fire and vandal resistant concrete block construction. After extensive research, staff have found that Green Flush is the only manufacturer of stand-alone restroom facilities that meet all of the COUNTY's requirements for a self-contained stand-alone restroom. Alternative solutions such a site-built structures or extension of septic, water, and power connections are cost prohibitive.

4. Was an evaluation of other equipment, products, or services performed? ☒ Yes ☐ No

If yes, please provide all supporting documentation, including copies of any quotes obtained, and an explanation below.

We have been unable to find another vendor that can meet the COUNTY's requirements for the self-contained, stand-alone restroom.

- 5. List below the name of each individual who was involved in the evaluation, if conducted, and/or in making the recommendation to procure this product or service. Attach additional information, if necessary. Each individual must submit a completed and signed Disclosure Statement (attached).**

Doug Anderson

Kirk Viera

Click or tap here to enter text.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

Kirk Viera

Signature

February 13, 2025

/ Date

Kirk Viera

Printed Name

Facilities and Fleet

Department

Facility Project Specialist I

Title

Doug Anderson

Department Head Signature

2/13/2025

/ Date

Doug Anderson

Printed Name

COUNTY COUNSEL/EXECUTIVE OFFICE/REVIEW

03/06/2025

County Counsel Approval

/

Date

03/06/2025

Executive Office Approval

/

Date

03/06/2025

Purchasing Agent Approval

/

Date

Comments:

Click or tap here to enter text.

**DISCLOSURE STATEMENT TO ACCOMPANY
REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS**

Each individual involved in evaluating and/or in making a recommendation to purchase must complete, sign, and submit a Disclosure Statement with the applicable Purchase Requisition. Filing an annual statement of economic interest does not exempt an employee from this requirement. (Attach additional information if necessary.)

1. Please list any income or gifts you received from this company during the past 12 months:

N/A

2. Please list any financial interests (stocks, shares, investments, etc.) you have in this company:

N/A

3. Do you have any other type of business relationship with this company?

NO

4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company?

NO

5. Do you or any of your near relatives have any financial interest in this company?

NO

6. Please provide any additional information you believe should be disclosed at this time:

N/A

7. I certify that the above information is true:

Kirk Viera

Signature

February 13, 2025

Date

Kirk Viera

Printed Name

Facility Project Specialist I

Title

**DISCLOSURE STATEMENT TO ACCOMPANY
REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS**

Each individual involved in evaluating and/or in making a recommendation to purchase must complete, sign, and submit a Disclosure Statement with the applicable Purchase Requisition. Filing an annual statement of economic interest does not exempt an employee from this requirement. (Attach additional information if necessary.)

1. Please list any income or gifts you received from this company during the past 12 months:

N/A

2. Please list any financial interests (stocks, shares, investments, etc.) you have in this company:

N/A

3. Do you have any other type of business relationship with this company?

NO

4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company?

NO

5. Do you or any of your near relatives have any financial interest in this company?

NO

6. Please provide any additional information you believe should be disclosed at this time:

N/A

7. I certify that the above information is true:

Doug Anderson
Signature

2/13/2025
Date

Doug Anderson
Printed Name

Capital Project Manager
Title



Mendocino County Board of Supervisors Agenda Summary

Item #: 3n)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Doug Anderson

Phone: 707-234-6054

Department Contact: Jeff Determan

Phone: 707-234-6052

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization for the Purchasing Agent or Designee to Establish a Capital Improvement Project to Remove and Replace the Failed HVAC Unit on the Family and Children's Services Building in the Amount of \$35,000 from the Capital Improvement Fund Appropriation for Unanticipated Capital Projects

Recommended Action/Motion:

Authorize the Purchasing Agent or designee to establish a capital improvement project to remove and replace the failed HVAC unit on the Family and Children's Services building in the amount of \$35,000 from the Capital Improvement Fund appropriation for Unanticipated Capital projects.

Previous Board/Board Committee Actions:

Adoption of the 2025-26 proposed budget including \$160,000 for Unanticipated Capital Projects on June 24, 2025.

Summary of Request:

In April of 2025 facilities staff was called to the Family and Children's Services building to investigate and repair problems with HVAC unit 3. After several attempts to repair the unit, it became apparent that unit replacement was the most cost-effective solution given the 20+ year age of the unit. The unit cost exceeds the capitalization threshold requiring project creation.

Alternative Action/Motion:

Do not authorize the project creation and provide alternate direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: District 2

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

Item #: 3n)

source of funding: CI 1710

current f/y cost: N/A

budget clarification: Appropriation for Unanticipated Capital Projects was included in the 2025-26 adopted budget in the amount of \$160,000.

annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Darcie Antle, 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 #: 30)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 8, 2025

Department Contact: Doug Anderson

Phone: 707-234-6054

Department Contact: Sara Pierce

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Rejection of All Bids Submitted for Bid Number 017-25 for the Bower Park Improvement and Restoration Project; and Direction to Staff to Modify the Scope and Re-bid the Project

Recommended Action/Motion:

Reject all bids submitted for Bid Number 017-25 for the Bower Park Improvement and Restoration Project and direct staff to modify the scope and re-bid the project.

Previous Board/Board Committee Actions:

Adoption of Resolution 22-018 approving the application for specified grant funds from the State of California budget act 2022/23 (Sec 19.56 (A) (8) A(BG) in the amount of \$2,200,000 for Bower Park Restoration Project at the January 10, 2023 Board Meeting.

Approval of BOS Agreement 23-062 with the State of California Natural Resources Agency Department of Parks and Recreation for general fund specified grant for Bower Park restoration, in the amount of \$2,200,000, effective upon full execution through June 30, 2026; and authorization for the Facilities and Fleet Division Manager to establish a Capital Improvement project for the grant, and to act as project manager at the April 25, 2023 meeting.

Approval of Agreement with Integra Planning and Landscape Architecture, Inc. in the Amount of \$356,756 for Professional Landscape Architecture Services Required to Complete the Bower Park Restoration and Improvement Project at 38040 Old Stage Road, Gualala, CA, 95445

Summary of Request:

The Bower Park Improvement and Restoration project was created upon receipt and acceptance of the Bower Park specified grant in 2023. Staff subsequently solicited and the Board awarded a design contract to develop plans for the Park and ensure the approval of environmental studies and a Coastal Development use permit. Phase one of the project for the removal of over 250 dead and dying pine trees was completed in 2024, while staff and the architectural team conducted workshops and surveys to gather the Gualala community's input on their priorities for the project. Project plans were subsequently developed, a California Environmental Quality Act (CEQA) Initial Study with Mitigated Negative Declaration (ISMND) was prepared and circulated and the Coastal Development use permit application was submitted and ultimately approved on May 1, 2025 along with adoption of the ISMND.

Item #: 30)

Project plans were issued for bid on May 9, 2025 and on June 5 one bid was received in the amount of \$3,345,000, which far exceeds the construction budget for the project. With insufficient funding to award a contract based on that bid, staff recommends rejection of the bid and direction to staff to modify the scope of the project and re-issue plans for bidding at a future date.

Alternative Action/Motion:

Provide alternate direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: District 5

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: California Department of Parks and Recreation Specified Grant SG-23-001.

current f/y cost: N/A

budget clarification: Rejection of bids allows for another opportunity to award the project within budget.

annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Darcie Antle, 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

Facilities & Fleet Division

BID RESULTS FOR

Bower Park Improvements and Restoration Project

Bid No.: 017-25 Project: CI079

June 5, 2025 2:00 pm

Bidder	City	Bid Bond	Acknowledge Addenda	List of Subs	Signature	Mandatory Walk Through	Bid Amount
M-3	Santa Rosa	X	X	X	X	X	Bid: \$ <u>3,345,000.00</u> Add Bid Allow I: \$ _____
							Bid: \$ _____ Add Bid Allow I: \$ _____
							Bid: \$ _____ Add Bid Allow I: \$ _____
							Bid: \$ _____ Add Bid Allow I: \$ _____
							Bid: \$ _____ Add Bid Allow I: \$ _____
							Bid: \$ _____ Add Bid Allow I: \$ _____
							Bid: \$ _____ Add Bid Allow I: \$ _____
							Bid: \$ _____ Add Bid Allow I: \$ _____

Apparent Low Bidder:

Bidder _____ Base Bid Amount _____ Allow I Amount _____ Total Bid Amount: _____

The County reserves the right to reject any and all bids. The project award is contingent upon project cost and available funding.



Mendocino County Board of Supervisors Agenda Summary

Item #: 3p)

To: BOARD OF SUPERVISORS

From: Air Quality Management District

Meeting Date: July 8, 2025

Department Contact: Steve Dunncliff

Phone: 707-463-4441

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Raman Kapahi, DBA Environmental Permitting Specialists in the Amount of \$40,000, to Provide On-Call Technical Services, Effective Upon Execution Through June 30, 2027

Recommended Action/Motion:

Approve Agreement with Raman Kapahi, DBA Environmental Permitting Specialists in the amount of \$40,000, to provide on-call technical services, effective upon execution through June 30, 2027; authorize the Chief Executive Officer or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

As needed, based on workload and/or staffing levels, the Mendocino County Air Quality Management District (MCAQMD) would benefit from assistance fulfilling mandated regulatory obligations under the California Health and Safety Code (HSC), local District regulations, and applicable federal Clean Air Act provisions.

Specifically, the District would benefit from assistance reviewing, evaluating, and processing applications for Authorities to Construct (ATCs) and Permits to Operate (PTOs) in a manner that ensures timely compliance with statutory and regulatory timelines. The issuance of ATCs and PTOs is a critical function of the District, as it governs the installation and operation of emission-generating equipment, including emergency backup generators, diesel-fueled agricultural equipment, stationary engines, and other regulated sources. Potential delays in processing these permits would hinder economic and infrastructure and stakeholder dissatisfaction.

Additionally, the District would benefit from support performing the advanced technical analyses required for complex permit applications, including Best Available Control Technology (BACT) evaluations, emissions quantification, toxic risk screening, CEQA review coordination, and rule applicability determinations. Technical review of this nature requires specialized expertise in air quality permitting, engineering evaluation, and regulatory interpretation. For support in meeting these critical needs, MCAQMD would like to contract with Raman Kapahi, DBA Environmental Permitting Specialists on an on-call basis.

Alternative Action/Motion:

Item #: 3p)

Return to staff for alternative handling

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: AQ, 0327

current f/y cost: \$1,000; FY 25-26: \$25,000; FY 26-27: \$14,000

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

**MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT", and Raman Kapahi, DBA Environmental Permitting Specialists, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, DISTRICT desires to obtain CONTRACTOR for its On-call Technical Support 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 DISTRICT.

NOW, THEREFORE it is agreed that DISTRICT 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 June 30, 2027.

The compensation payable to CONTRACTOR hereunder shall not exceed Forty Thousand dollars (\$40,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 06/24/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 0327

Line Item: 862189

Org/Object Code: AQ

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, 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: Darcie Antle
Risk Management

Date: 06/24/2025

CONTRACTOR/COMPANY NAME

By: Kapahi R.
SIGNATURE

Date: Jun 24, 2025

NAME AND ADDRESS OF CONTRACTOR:

Raman Kapahi, DBA Environmental

Permitting Specialists

7068 Riverside Blvd.

Sacramento, CA 95831

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: Man / Kim
COUNTY COUNSEL

Date: 06/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/24/2025

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 DISTRICT in any capacity whatsoever, and DISTRICT 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 DISTRICT harmless from any and all liability which DISTRICT 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 DISTRICT.

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 DISTRICT 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 DISTRICT concerned.

Notwithstanding the foregoing, if the DISTRICT determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, DISTRICT 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 DISTRICT, 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 DISTRICT. "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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT a written report, in such form as may be required by DISTRICT 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 DISTRICT'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 DISTRICT 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 DISTRICT over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to DISTRICT, or at DISTRICT's option, permit DISTRICT 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 DISTRICT for a service, reimbursement for which is later disallowed by DISTRICT, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to DISTRICT upon request, or at its option DISTRICT 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 DISTRICT in a timely manner and consistent with the terms specified in Exhibit B. In no event shall DISTRICT 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 DISTRICT 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 DISTRICT, 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 DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the DISTRICT and any assignee of the DISTRICT an express royalty – free license to retain and use said Documents and Materials. The DISTRICT'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 DISTRICT'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 DISTRICT: MENDOCINO COUNTY
Air Quality Management District
PO Box 247
Ukiah, CA 95482
Attn: APCO

To CONTRACTOR: Environmental Permitting Specialists
7068 Riverside Blvd
Sacramento, CA 95831
Attn: Raman Kapahi

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 DISTRICT PROPERTY: CONTRACTOR shall not use DISTRICT 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 DISTRICT, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

- c. If requested to do so by the DISTRICT, CONTRACTOR shall provide the DISTRICT 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 DISTRICT'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 DISTRICT 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 DISTRICT facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the DISTRICT 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 DISTRICT's request, CONTRACTOR shall file copies of same with the DISTRICT Office.
- CONTRACTOR represents and warrants to DISTRICT 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 DISTRICT, 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 DISTRICT, and shall furnish to the DISTRICT, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the DISTRICT 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 DISTRICT 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 DISTRICT, make such books and records available to the DISTRICT for inspection at a location within County or CONTRACTOR shall pay to the DISTRICT the reasonable, and necessary costs incurred by the DISTRICT 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 DISTRICT 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 DISTRICT, 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 DISTRICT makes the final or last payment or within four (4) years after any pending issues between the DISTRICT and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to DISTRICT 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 DISTRICT), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the DISTRICT'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 DISTRICT 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 DISTRICT officer authorized to execute or amend the contract or any other person designated by the District Board of Directors. In the event that the DISTRICT 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 On-call Technical Support Services shall not exceed \$40,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON-APPROPRIATION:** If DISTRICT 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, DISTRICT may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, DISTRICT shall remit payment for all products and services delivered to DISTRICT 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 DISTRICT, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of DISTRICT 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 DISTRICT 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 DISTRICT 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, DISTRICT may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to DISTRICT, 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 DISTRICT'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 DISTRICT'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 DISTRICT, 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 DISTRICT 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 DISTRICT relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the DISTRICT 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 DISTRICT 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 DISTRICT: CONTRACTOR shall cooperate with DISTRICT and DISTRICT 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. DISTRICT 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 DISTRICT shall not operate as a waiver or release. If DISTRICT determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, DISTRICT, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with DISTRICT 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 on an on-call basis:

- 1) Evaluation of Authority to Construct/Permit to Operate Applications "application".
 - a) Upon the request of the DISTRICT, CONSULTANT shall evaluate Authority to Construct applications submitted to the DISTRICT. This evaluation shall:
 - i) Identify if the application is complete;
 - ii) Identify additional information required for evaluation of the application;
 - iii) Determine applicability of federal, state, and county statutes, rules, and regulations;
 - iv) Calculate expected and potential emissions from the proposed project;
 - v) Perform modeling as required by the DISTRICT'S rules (see paragraph 3b, below); and
 - vi) Evaluate the effectiveness of the proposed air pollution control equipment (see paragraph 3, below).
- 2) Preparation of draft Authority to Construct/Permit to Operate "permits".
 - a) CONSULTANT shall, recommend permit conditions with any necessary operating limitations; and
 - b) CONSULTANT shall submit a written report to the DISTRICT summarizing the points evaluated and the conclusions reached.
 - c) At the request of the DISTRICT, CONTRACTOR will input data into the DISTRICTS database.
- 3) Prepare Engineering Evaluations.
 - a) Evaluation of Air Pollution Control Equipment: Upon request of DISTRICT, or in conjunction with the evaluation of an authority to construct/permit to operate applicant, CONSULTANT shall evaluate identified air pollution control equipment, providing the DISTRICT with the following information in a written report: collection efficiency of the equipment, practical applicability or use of the equipment for the specific industry/project, and determination of the equipment as BACT, BARCT, MACT, etc., as defined in federal, state and county statutes, rules and regulations.
 - b) Air Emission Modeling: At the request of the DISTRICT, or in conjunction with evaluation of an authority to construct/permit to operate application, CONSULTANT shall perform air emission modeling for the source identified in

the DISTRICT'S request and provide the DISTRICT with a written report containing the following information:

- i) Description of all data used (input) for the modeling;
 - ii) Conclusions of the modeling runs as those conclusions relate to federal, state, and county statutes, rules and regulations;
 - iii) Printouts of the modeling runs; and
 - iv) Any suggestions that the CONSULTANT has related to permitting, control technology, etc.
- 4) Provide air quality related reviews of similar nature as paragraphs 1, 2 and 3 to other departments, such as Planning and Building.
- 5) Respond to Information Requests: At the request of the DISTRICT, CONSULTANT shall research and provide information regarding any air pollution control issue specified by the DISTRICT, which may be outside the tasks performed by CONSULTANT under paragraphs 1-4.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

DISTRICT will pay CONTRACTOR as per the following instructions:

1. All services will be performed on a time & materials basis bill at a rate of \$165 per hour.
2. CONTRACTOR shall submit monthly invoices describing the tasks performed, the number of hours worked by each staff member, and total charges. Billing for services is expected to be completed within thirty (30) days of services provisions. Mendocino County Air Quality Management District agrees to pay all undisputed amounts due to Vendor within 45 calendar days from receipt of invoice.
3. The compensation payable to CONTRACTOR hereunder shall not exceed Forty Thousand Dollars (\$40,000).

[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 DISTRICT 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 DISTRICT 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






Kapahi, EPS_Agreement_On-call

Final Audit Report

2025-06-24

Created:	2025-06-24
By:	Christy Gard (gardc@mendocinocounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEmyDUUnZsJOaG6Vau-MokC24Ag6v4L3uI

"Kapahi, EPS_Agreement_On-call" History

-  Document created by Christy Gard (gardc@mendocinocounty.org)
2025-06-24 - 5:52:25 PM GMT
-  Document emailed to KapahiR . (ray.kapahi@gmail.com) for signature
2025-06-24 - 5:54:09 PM GMT
-  Email viewed by KapahiR . (ray.kapahi@gmail.com)
2025-06-24 - 6:35:51 PM GMT
-  Document e-signed by KapahiR . (ray.kapahi@gmail.com)
Signature Date: 2025-06-24 - 6:38:05 PM GMT - Time Source: server
-  Agreement completed.
2025-06-24 - 6:38:05 PM GMT



Mendocino County Board of Supervisors Agenda Summary

Item #: 3q)

To: BOARD OF SUPERVISORS

From: Assessor/Clerk-Recorder

Meeting Date: July 8, 2025

Department Contact: Katrina Barotolomie

Phone: 707-234-6819

Department Contact: Amanda Wolter

Phone: 707-234-6819

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval and Appointments of Appointments-In-Lieu of Elections for the August 26th, 2025, Special District All Mail Election for Irish Beach Water District and the Mendocino County Waterworks District II; and Further Authorizing Additional Appointments of Qualified Persons be Made for Those Districts That Did Not Have the Sufficient Number of Candidates

Recommended Action/Motion:

Approve and appoint the Appointment-In-Lieu of Elections for all candidates who filed their Declaration of Candidacy forms for the Irish Beach Water District and the Mendocino County Waterworks District II; and further authorize additional appointments of qualified persons be made for those districts that did not have sufficient number of candidates.

Previous Board/Board Committee Actions:

The Board Regularly Approves Appointments-In-Lieu of Election.

Summary of Request:

The Irish Beach Water District and Mendocino County Waterworks District II have their regular district election in August of odd-numbered years. When the number of candidates does not exceed the number of offices to be filled, the candidates do not go on the ballot, but rather, the Board of Supervisors appoints, in lieu of election, those candidates who filed their Declaration of Candidacy paperwork. The Board of Supervisors may appoint any qualified person to fill any remaining offices for which there are insufficient candidates; additional appointments if any must be made by August 26th, 2025.

Alternative Action/Motion:

Do Not Approve/Appoint the Appointment-In-Lieu of Election and Provided Direction to Staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: [Election & Candidate Information | Mendocino County, CA](#)

Item #: 3q)

<https://www.mendocinocounty.gov/government/assessor-county-clerk-recorder-elections/elections/election-candidate-information>

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

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Tony Rakes, 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:

**CERTIFICATE
(SECTION 10515 ELECTION CODE)**

**TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF MENDOCINO**

I, **KATRINA BARTOLOMIE, ASSESSOR-COUNTY CLERK-RECORDER**, do hereby certify that at 5:00 p.m. on **JUNE 4, 2025** the number of nominees did not exceed the number of offices to be filled and that no petition requesting a special election in the **MENDOCINO COUNTY WATERWORKS DISTRICT II** was filed with the County Clerk.

NOW THEREFORE, pursuant to Election Code 10515 (a), the following persons have filed their declaration of candidacy papers and are required to be appointed prior to **AUGUST 26, 2025** to the terms as shown:

Term to begin July 1, 2026, at noon, and end June 30, 2030

ALEX MCDONNELL PO Box 104 Gualala 95445

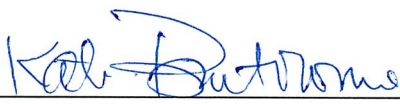
230-6162

The Board of Supervisors can make additional appointments in lieu of election for electors residing within the boundaries of the above districts to fill positions to the terms beginning and ending as follows:

☒ 2 electors residing within the boundaries of the above district to serve the term beginning July 1, 2026, and ending on June 30, 2030.

WITNESS MY HAND AND OFFICIAL SEAL THIS 6th DAY OF JUNE, 2025.

(SEAL)



KATRINA BARTOLOMIE, County Clerk
in and for the County of Mendocino
State of California

cc: District Secretary

**CERTIFICATE
(SECTION 10515 ELECTION CODE)**

**TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF MENDOCINO**

I, **KATRINA BARTOLOMIE, ASSESSOR-COUNTY CLERK-RECORDER**, do hereby certify that at 5:00 p.m. on **JUNE 4, 2025** the number of nominees did not exceed the number of offices to be filled and that no petition requesting a special election in the **IRISH BEACH WATER DISTRICT** was filed with the County Clerk.

NOW THEREFORE, pursuant to Election Code 10515 (a), the following persons have filed their declaration of candidacy papers and are required to be appointed prior to **AUGUST 26, 2025** to the terms as shown:

Term to begin December 5, 2025 at noon and end the first Friday in December of 2029.

JOHN REYNOLDS
KENNETH J. WESTON

112 Sage Way, Napa 954559
Po Box 127, Manchester 95459

650 218-4173
760-912-7806

☒ No other appointments need be made at this time

WITNESS MY HAND AND OFFICIAL SEAL THIS 6th DAY OF JUNE, 2025.

(SEAL)



KATRINA BARTOLOMIE, County Clerk
in and for the County of Mendocino
State of California

cc: District Secretary



Mendocino County Board of Supervisors Agenda Summary

Item #: 3r)

To: BOARD OF SUPERVISORS

From: Assessor/Clerk-Recorder

Meeting Date: July 8, 2025

Department Contact: Katrina Barotolomie

Phone: 707-234-6819

Department Contact: Amanda Wolter

Phone: 707-234-6819

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Authorization for the Registrar of Voters to Consolidate and Conduct a Special Election for the Ukiah Unified School District Trustee Area 6 with the November 4, 2025, Consolidated District Election

Recommended Action/Motion:

Authorize the Registrar of Voters to consolidate and conduct a Special Election for the Ukiah Unified School District Trustee Area 6 with the November 4, 2025, Consolidated District Election.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The Mendocino County Office of Education is requesting that the Registrar of Voters Consolidate and conduct their Special Election to be voted on, with the November 4, 2025, Consolidated District Election.

Alternative Action/Motion:

Do Not Approve/Appoint the Appointment-In-Lieu of Election and Provided Direction to Staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: [Election & Candidate Information | Mendocino County, CA](https://www.mendocinocounty.gov/government/assessor-county-clerk-recorder-elections/elections/election-candidate-information)
<<https://www.mendocinocounty.gov/government/assessor-county-clerk-recorder-elections/elections/election-candidate-information>>

Fiscal Details:

source of funding: N/A

current f/y cost: N/A

budget clarification: N/A

Item #: 3r)

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Tony Rakes, 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 #: 3s)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: July 8, 2025

Department Contact: Jenine Miller, Psy.D.

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Authorizing the Auditor Controller Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of \$19,454.50, From Various Psychiatric Hospitals, Clinics and Physician Offices for Mandated Services Provided to Qualified Mendocino County Mental Health Clients

Recommended Action/Motion:

Adopt Resolution authorizing the Auditor Controller Treasurer Tax Collector or designee to process and pay for outstanding invoices, totaling the amount of \$19,454.50, from various psychiatric hospitals, clinics and physician offices for mandated services provided to qualified Mendocino County mental health clients; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

June 25, 2024, Item 3p), Approval of Resolution No. 24-097
July 23, 2024, Item 3n), Approval of Resolution No. 24-118
September 10, 2024, Item 3y), Approval of Resolution No. 24-124
October 22, 2024, Item 3l), Approval of Resolution No. 24-155
December 3, 2024, Item 3n) Approval of Resolution No. 24-163
January 7, 2025, Item 3l) Approval of Resolution No. 25-004
February 11, 2025, Item 3w) Approval of Resolution No. 25-024
April 8, 2025, Item 3k) Approval of Resolution No. 25-056
April 8, 2025, Item 3l) Approval of Resolution No. 25-057
May 6, 2025, Item 3f) Approval of Resolution No. 25-075
June 3, 2025, Item 3n) Approval of Resolution No. 25-100
June 3, 2025, Item 3o) Approval of Resolution No. 25-101
June 24, 2025, Item 3ae) Approval of Resolution No. 25-

Summary of Request:

Mendocino County Behavioral Health and Recovery Services (BHRS) is required to provide or arrange for specialty mental health services to eligible Medi-Cal beneficiaries, including certain mandated psychiatric services. As summarized in the attached report of claims, BHRS received invoices from various psychiatric hospitals, clinics, and physician offices for such services, totaling Nineteen Thousand Four Hundred Fifty-Four Dollars and Fifty Cents (\$19,454.50).

Item #: 3s)

Until January 1, 2024, BHRS was contracted with Redwood Quality Management Company (RQMC), to work on behalf of the County as an Administrative Services Organization (ASO) and in that model all payments for such services were made on behalf of the County through RQMC. Without an ASO model, pursuant to Welfare and Institutions Code section 5600, et seq., BHRS is still required to reimburse and provide direct payments to hospitals and physicians for the provision of these mandated services. Due to the unpredictable nature of bed availability in the region, eligible clients may receive mandated services throughout the State of California, and it is not feasible for BHRS to contract with all such potential hospitals and physicians/providers. However, BHRS intends to contract with the primary vendors identified, in the attached for fiscal year (FY) 25-26 and is currently working towards these contracts.

Through this proposed Resolution, BHRS seeks approval from the Board of Supervisors (BOS) to authorize payments by the Auditor-Controller-Treasurer-Tax Collector (ACTTC) on invoices from various psychiatric hospitals, clinics, and physicians, for mandated services to qualified Mendocino County mental health clients, totaling \$19,454.50.

Alternative Action/Motion:

Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050

current f/y cost: N/A

budget clarification: N/A

annual recurring cost: None

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, 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:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE AUDITOR CONTROLLER TREASURER TAX COLLECTOR TO PROCESS AND PAY OUTSTANDING INVOICES FROM VARIOUS PSYCHIATRIC HOSPITALS CLINICS, AND PHYSICIAN OFFICES FOR MANDATED SERVICES PROVIDED TO QUALIFIED MENDOCINO COUNTY MENTAL HEALTH CLIENTS

WHEREAS, Mendocino County Behavioral Health and Recovery Services (BHRS) is required to provide or arrange for specialty mental health services to eligible Medi-Cal beneficiaries, including certain mandated psychiatric services; and

WHEREAS, BHRS received invoices from various psychiatric hospitals, clinics, and physician offices for such services, totaling Nineteen Thousand Four Hundred Fifty-Four Dollars and Fifty Cents (\$19,454.50), and

WHEREAS, pursuant to Welfare and Institutions Code section 5600, et seq., BHRS is required to reimburse and provide direct payments to hospitals and physicians for the provision of these mandated services; and

WHEREAS, due to the unpredictable nature of bed availability in the region, eligible clients may receive mandated services throughout the State of California, and it is not feasible for BHRS to contract with all such potential hospitals and physicians/providers; and

WHEREAS, BHRS seeks approval from the Board of Supervisors to authorize the Auditor Controller Treasurer Tax Collector or designee to process and pay the aforementioned invoices.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors approves the Auditor Controller Treasurer Tax Collector or Designee to process and pay for outstanding invoices, totaling Nineteen Thousand Four Hundred Fifty-Four Dollars and Fifty Cents (\$19,454.50), from various psychiatric hospitals, clinics, and physician offices for mandated services provided to qualified Mendocino County mental health clients.

The foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
 Clerk of the Board

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

Deputy

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

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
 Clerk of the Board

Deputy

County of Mendocino
Behavioral Health and Recovery
Report of Claims Requiring Board Action to Authorize payment by Auditor-Controller

Date of Action: xx/xx/xxxx

Munis Acct String	Department	Payee	Description	Invoice Amount	Amount Paying	Justification
MH 86-3152	BHRS	Woodland Memorial Hospital 52286	Professional Fees 237121 12/9-12/12/24	\$2,460.00	\$179.30	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Saint Francis Memorial Hospital 52286	Professional Fees 328861 02/12-02/14/25	\$1,255.00	\$80.10	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Woodland Memorial Hospital 52286	Professional Fees 241197 02/25-02/28/2025	\$2,584.00	\$179.30	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Saint Francis Memorial Hospital 52286	Professional Fees 120469 03/08-03/12/2025	\$2,355.00	\$163.70	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Rex Adamson 8875	Professional Fees 319357 07/03-07/08/2024	\$650.00	\$193.30	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Mills Health Center 52286	Professional Fees 241194 01/30-02/01/2025	\$1,225.00	\$80.10	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	Bay Psychiatric 2133	Professional Fees 583616 04/02-04/04/25	\$500.00	\$103.25	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health Vallejo 7435	Professional Fees 239051 12/02-12/30/24	\$2,750.00	\$1,630.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health Vallejo 7435	Professional Fees 239793 02/16-03/04/25	\$270.00	\$326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health Vallejo 7435	Professional Fees 240223 02/06-02/19/25	\$2,220.00	\$1,793.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health Vallejo 7435	Professional Fees 240377 01/30-02/5/25	\$500.00	\$326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health Vallejo 7435	Professional Fees 511134 10/30-11/7/24	\$2,250.00	\$1,304.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 240611 02/07-02/19/25	\$1,138.00	\$978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 240611 02/07-02/19/25	\$1,108.00	\$978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 238409 02/17-02/21/25	\$676.00	\$652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 238495 01/14-02/04/25	\$1,480.00	\$1,304.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 238495 01/14-02/04/25	\$1,026.00	\$978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 234835 12/05-12/18/24	\$1,246.48	\$1,141.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 234835 12/05-12/18/24	\$1,106.00	\$978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 600201 10/09-10/25/24	\$569.00	\$652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 600201 10/09-10/25/24	\$1,840.00	\$1,630.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	John Muir Health 52145	Professional Fees 238328 02/01/25	\$373.00	\$45.80	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 238495 01/14-02/04/25	\$681.00	\$668.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 238495 01/14-02/04/25	\$342.00	\$326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health Vallejo 7435	Professional Fees 240223 02/06-02/19/25	\$214.00	\$326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St Helena 7435	Professional Fees 239793 02/16-03/04/25	\$1,356.00	\$1,956.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Woodland Memorial Hospital 52286	Professional Fees 328861 12/30/24- 01/03/25	\$1,255.00	\$80.10	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	Bay Psychiatric 2133	Professional Fees 583616 04/02-04/04/25	\$500.00	\$103.25	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Bay Psychiatric 2133	Professional Fees 583616 04/02-04/04/25	\$325.00	\$37.60	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Marin General 49092	Professional Fees 239061 08/18-08/21/24	\$1,033.00	\$80.10	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Marin General 49092	Professional Fees 239061 08/18-08/21/24	\$1,624.00	\$145.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Satori Behavioral Health 52761	Professional Fees 240560 08/23-08/28/24	\$186.00	\$37.60	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

Total

\$19,454.50



Mendocino County Board of Supervisors Agenda Summary

Item #: 3t)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: July 8, 2025

Department Contact: Jenine Miller, Psy.D.

Phone: 707-472-2341

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Pinoleville Pomo Nation in the Amount of \$901,359 to Provide Mental Health Services Act Innovation Project No. 3, Pinoleville Native Warmline Services to the Native Community in Mendocino County, Effective Upon Signing to June 30, 2028

Recommended Action/Motion:

Approve Agreement with Pinoleville Pomo Nation in the amount of \$901,359 to provide Mental Health Services Act Innovation Project No. 3, Pinoleville Native Warmline services to the Native community in Mendocino County, effective upon signing to June 30, 2028; authorize the Health Services Director to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

January 7, 2025, Item 3k) BOS Approval to Accept the letter of Approval of Use of Funds for proposed MHSA Innovation Project.

Summary of Request:

The Native Warmline Innovation project is a community-driven Initiative to provide culturally sensitive services to the Native community in Mendocino County. This project is striving to provide low-barrier services to Natives who have nearly three times the risk for death by suicide than the average Californian. Despite the high risk for substance use and suicide in Mendocino County, Natives from Mendocino County do not seek prevention services. The Native Warmline aims to provide a low-barrier line staffed with peers who have lived experience in our Native communities in Mendocino County, offering up-to-date referral and linkage services, triage, and peer-to-peer support.

We aim to learn how to best serve those most at risk in Native Communities to create a Tip Sheet that the Native Warmline can share with other counties, as well as providers of Mental Health Services in Mendocino County, to increase cultural sensitivity in service delivery. Additionally, the Native Warmline will offer culturally appropriate services, as well as triage for Native individuals in crisis, to help them receive the care they need while addressing their specific needs as members of a Native community.

Behavioral Health and Recovery Services (BHRS) submitted the Behavioral Health Advisory Board approved project, titled Native Crisis Line- A partnership between Pinoleville Pomo Nation and Mendocino County BHRS to the Mental Health Services Oversight & Accountability Commission (MHSOAC) on April 1, 2024. MHSOAC approved use of funds for the Native Crisis Line Innovation Project for Mendocino County on May 23, 2024.

Item #: 3t)

Alternative Action/Motion:

Return to staff for alternative handling

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: MHSOAC

current f/y cost: \$213,517

budget clarification: N/A

annual recurring cost: Yr 1 \$213,517; Yr 2 \$223,594; Yr 3 \$232,142; Yr 4 \$232,142

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

#_____

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Pinoleville Pomo Nation**, 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 culturally specific, low-barrier services to the Native population through the Pinoleville Native Warm Line; and,

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

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


Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Pinoleville Pomo Nation Workers' Compensation Program
Attachment 1	Invoice

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2028.

The compensation payable to CONTRACTOR hereunder shall not exceed Nine Hundred One Thousand Three Hundred Ninety-Five Dollars (\$901,395) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
 Jenine Miller, Psy.D.,
 Director of Health Services

Date: 6/18/25

Budgeted: Yes
 Budget Unit: 4051
 Line Item: 86-2189
 Org/Object Code: MAINN
 Grant: No
 Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
 JOHN HASCHAK, 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: 05/14/2025

CONTRACTOR/COMPANY NAME

By: 
 Leona Williams, Chairwoman

Date: 6/11/2025

NAME AND ADDRESS OF CONTRACTOR:

Pinoleville Pomo Nation
500 B Pinoleville Road
Ukiah, CA 95482
(707) 463-1454
Leonaw@pinoleville-nsn.us

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: 05/14/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
 Deputy CEO or Designee

Date: 05/14/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
 Exception to Bid Process Required/Completed ☒ EB# 25-71
 Mendocino County Business License: Valid ☐
 Exempt Pursuant to MCC Section: Tribal Tax Exemption

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
Behavioral Health and Recovery Services
1120 South Dora Street
Ukiah, CA 95482
Attn: Jenine Miller, Psy.D

To CONTRACTOR: Pinoleville Pomo Nation
500 B Pinoleville Road
Ukiah, CA 95482
Attn: Leona Williams

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

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

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

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

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

16. **SANCTIONED EMPLOYEE:** CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

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

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person

designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$901,395 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

27. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibit B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or

investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.

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

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

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

34. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
36. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally

accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

37. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
38. **CONTRACTOR NOTIFICATION OF BREACH OR IMPROPER DISCLOSURES:** The State Contract requires COUNTY to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). CONTRACTOR shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by CONTRACTOR, notify COUNTY's Privacy Officer of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the agreement between COUNTY and the CONTRACTOR, COUNTY shall:
 - a. Provide an opportunity for the CONTRACTOR to cure the breach or end the violation and terminate the agreement if the CONTRACTOR does not cure the breach or end the violation within the time specified by the Department; or
 - b. Immediately terminate the agreement if the CONTRACTOR has breached a material term of the agreement and cure is not possible.
 - c. In the event that the State Contract requires COUNTY to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, CONTRACTOR shall pay on COUNTY's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall administer the Mental Health Services Act (MHSA) Innovation Project No. 3, Pinoleville Native Warm Line, over the course of the four (4) year project (fiscal year (FY) 24-25 through FY 27-28), in accordance with the Innovation Project Plan approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) on May 23, 2024.

I. CONTRACTOR shall:

- A. Convene an expanded stakeholder group to provide input and feedback on the Innovation Project objectives and processes.
 1. Identify a core group of regular participants.
 2. Develop meeting schedules, set agendas, collect sign-in sheets, and produce minutes.
 3. Invite the COUNTY Innovation liaison to stakeholder meetings.
 4. Invite specialty mental health providers to stakeholder meetings.
- B. Develop outcome measurement tools to evaluate the effectiveness of the Innovation Project goals. These tools should include, but are not limited to, measurements of:
 1. The success of the Pinoleville Native Warm Line in reaching people in the Native community who would not reach out otherwise.
 2. The success of the Pinoleville Native Warm Line based on lived experience, and peer driven practices that succeed in reducing barriers to services.
 3. The success of the Pinoleville Native Warm Line created tip-sheet of best practices to be delivered to local mental health providers to encourage engagement with individuals from the local Native community.
- C. Identify and test strategies to reduce stigma of accessing mental health services.
 1. Develop a training schedule to help reduce stigma.
 2. Identify stigma reducing strategies, such as media posts, talking points, and Native specific strategies.

D. Identify, develop, and test strategies to improve utilization of lower care levels.

1. Identify resources that exist for Native communities beyond standard Emergency Room Practices and help Native community members access those services before they need Emergency Room services.
2. Identify areas of need in order to provide accurate information to help direct outreach for Native Warm Line services.
3. Coordinate with the COUNTY Innovation liaison to bring additional resources needed to the Pinoleville Native Warm Line.
4. Develop a schedule of testing and measuring success of the Pinoleville Native Warm Line.
5. Modify Crisis Response strategies as indicated by outcomes.

E. Staffing:

1. Year 1 (FY 24-25): Staff the Pinoleville Native Warm Line with a Warm Line Coordinator (1.0 Full Time Equivalent (FTE)) in year one. The Warm Line Coordinator will be trained to answer the warm Line, collect local resources, create a resource book for the warm Line, and to keep the warm Line resource book up to date.
2. Year 2 (FY 25-26): Staff the Pinoleville Native Warm Line with a 0.75 FTE Warm Line Coordinator, and a 1.0 FTE Lead Warm Line Coordinator.
3. Year 3 (FY 26-27): Staff the Pinoleville Native Warm Line with a 0.75 FTE Warm Line Coordinator, a 1.0 FTE Lead Warm Line Coordinator, and the equivalent of a 1.0 FTE Trainee.
4. Year 4 (FY 27-28): Staff the Pinoleville Native Warm Line with a 0.75 Warm Line Coordinator, a 1.0 FTE Lead Warm Line Coordinator, and the equivalent of a 1.0 FTE Trainee.

F. Support COUNTY in communication, tracking data, reporting and/or making presentations/requests to the MHSAAC and their staff as requested by the COUNTY, MHSAAC, or their staff.

G. Attend and participate in MHSA forums held in Ukiah or Redwood Valley. CONTRACTOR may be asked to highlight program areas and will be expected to answer questions as needed for the benefit of the forum participants and the public in general.

- II. CONTRACTOR shall complete the following reports as outlined in Innovation Project Regulation sections 3200.182- 3200.184 of Article 2, sections 3510.020, 3580, 3580.010, and 3580.020 of Article 5, sections 3900, 3905, 3910, 3910.10-3910.020, 3915, 3925, 3930, and 3935 of Article 9. Authority Cited: Section 5846, Welfare and Institutions Code, Reference: Section 5830(b) and (c).

A. Annual Reports:

1. Annual Summation Report: CONTRACTOR will provide an annual summary of services provided, due July 31st of each year to include:
 - a) Summation of services provided, to whom (type of client), where the service took place, and how often service was provided.
 - b) A confidential list of client names to assure unduplicated numbers.
 - c) An analysis of the strengths and challenges experienced by the program in the preceding year. This will include a narrative of anecdotal information, concrete examples, and/or quotes from participants, stakeholders, and service providers, used to show effectiveness and/or improve services.

- B. Twice Annual Reports: CONTRACTOR shall report the names of the staff conducting the MHSA programs, the fluent languages they speak, cultural proficiencies they have, and any cultural proficiency training they obtained during the reporting period. Reports are due within thirty (30) days after receiving the approved form from the COUNTY.

- C. Quarterly Program Reports in accordance with Welfare and Institutions Code Section 3580.010.

1. Number of unduplicated clients served with demographic information including:
 - a) Age by MHSA Age Category
 - b) Race
 - c) Ethnicity
 - d) Gender assigned at birth
 - e) Gender Identity
 - f) Primary language used in home
 - g) Sexual orientation
 - h) Veteran status, if applicable
 - i) Disability- which is not a result of severe mental illness, but includes physical, communication, health, or mental (including but not limited to a learning or developmental disability)
 - j) The number of respondents who refuse to answer any of the categories above

- D. Monthly Program Report shall be submitted with monthly invoices.
1. Provide copies of stakeholder meeting schedules, agendas, sign-in sheets, and minutes.
 2. Provide outcome measurement tools, approaches used to select specific tools, and any evaluation data collected to aid in reaching project goals.
 3. Report status of strategies to improve Native Warm Line Services.
- E. In year four (4) of the Innovation Project implementation (FY 27-28), conduct analysis of the project with the COUNTY Innovation liaison, and discuss program sustainability options.
1. Identify successful and unsuccessful strategies throughout the Innovation Project.
 2. Analyze in coordination with the COUNTY, what made strategies successful or unsuccessful.
 3. Compile the results in a document or training product to inform other counties about the learnings gained throughout this Innovation Project (for example, a Training or Tool Kit). Collaborate with COUNTY to determine what type of product is applicable.
- F. In year four (4) of the Innovation Project implementation (FY 27-28), collaborate with the COUNTY on Project evaluation processes and reports.
1. Develop an evaluation process plan of the Innovation Project to be submitted with the final Innovation Project report.
 2. Describe the evaluation methodology.
 3. Describe the outcomes of the Innovation Project, including those related to the primary purpose. Identify what elements are new or changed compared to established mental health practices.
 4. Describe any variations in outcomes based on the demographics of participants, if applicable.
 5. Include an assessment of which activities or elements of the Innovation Project contributed to successful outcomes.
 6. Include an explanation of how the evaluation was culturally responsive and/or competent.
 7. Include an explanation of how stakeholders contributed to the evaluation.

- III. In carrying out the Definition of Services contained in this Exhibit A, CONTRACTOR shall comply with all MHSA and MHSOAC requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY.
- IV. In carrying out the Definition of Services contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.
- V. Maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- VI. Notify COUNTY of all communications with media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with media.
- VII. This Agreement may be terminated by either party without cause upon forty-five (45) days written notice to the other party.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will reimburse CONTRACTOR monthly for costs associated with the Innovation Project, upon receipt of monthly invoice with supporting documentation such as copies of receipts, bills, and invoices.
 - A. COUNTY will reimburse CONTRACTOR monthly for costs associated with Personnel:
 1. Up to \$86,570 in Fiscal Year 24-25
 2. Up to \$156,443 in Fiscal Year 25-26
 3. Up to \$197,325 in Fiscal Year 26-27
 4. Up to \$204,197 in Fiscal Year 27-28
 - B. COUNTY will reimburse CONTRACTOR monthly for Operating Costs associated with the Innovation Project. This includes direct and indirect costs such as telephone, vehicle costs, training, travel, utilities, supplies, insurance, copiers, office space, promotional materials, and other operating expenses.
 1. Up to \$57,211 in Fiscal Year 24-25
 2. Up to \$43,449 in Fiscal Year 25-26
 3. Up to \$31,958 in Fiscal Year 26-27
 4. Up to \$25,086 in Fiscal Year 27-28
 - C. COUNTY will reimburse CONTRACTOR monthly for Non-Recuring Costs and contracts. This includes direct and indirect costs such as office furniture, technology purchases, set up fees, etc.
 1. Up to \$7,306 in Fiscal Year 24-25
 2. Up to \$811 in Fiscal Year 25-26
 3. Up to \$0 in Fiscal Year 26-27
 4. Up to \$0 in Fiscal Year 27-28
 - D. COUNTY will reimburse CONTRACTOR monthly for consultant costs and contracts. This includes direct and indirect costs such as the costs associated with a consultant to write policies and marketing plans, and costs of trainings.
 1. Up to \$62,430 in Fiscal Year 24-25
 2. Up to \$22,891 in Fiscal Year 25-26
 3. Up to \$2,859 in Fiscal Year 26-27
 4. Up to \$2,859 in Fiscal Year 27-28

Budget Totals	Year 1 FY 24/25	Year 2 FY 25/26	Year 3 FY 26/27	Year 4 FY 27/28	TOTAL
PERSONNEL	\$86,570	\$156,443	\$197,325	\$204,197	\$644,535
OPERATING COSTS	\$57,211	\$43,449	\$31,958	\$25,086	\$157,704
NON-RECURRING COSTS	\$7,306	\$811	\$0	\$0	\$8,117
CONSULTANT	\$62,430	\$22,891	\$2,859	\$2,859	\$91,039
TOTAL BUDGET	\$213,517	\$223,594	\$232,142	\$232,142	\$901,395

E. The Innovation Project budget will be reviewed between CONTRACTOR and COUNTY at least once annually.

1. Adjustments to the budget will be made in consultation with and approved by COUNTY or will not be reimbursed.
2. Adjustments to the budget will maintain total expenditures identified by expenditure type (personnel costs, operating costs, non-recurring costs, consultant costs).
3. A comprehensive review of total expenditures and remaining projected budget to complete, will be submitted no later than the end of fiscal year 2026-27, to determine whether additional adjustments and request for approval from the Mental Health Services Oversight and Accountability Commission is appropriate.

F. CONTRACTOR will bill COUNTY on a COUNTY approved invoice (Attachment 1). Billing for services must be received by the tenth (10th) of the month for the services performed the previous month. Billing for services received after the tenth (10th) of the month will not be honored.

G. COUNTY has up to thirty (30) days to reimburse CONTRACTOR for correctly submitted invoices for services provided by CONTRACTOR.

H. Invoices and reports shall be sent to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

II. Payments under this Agreement shall not exceed Nine Hundred One Thousand Three Hundred Ninety-Five Dollars (\$901,395) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

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

CONTRACTOR shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
MENDOCINO COUNTY
 Department of Behavioral Health and Recovery Services
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **Pinoleville Pomo Nation**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
13. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
14. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
15. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
16. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
17. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
18. Food Stamp Act of 1977, as amended and in particular section 272.6
19. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
20. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000
21. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women
22. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended

23. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/11/2025
 Date
500 B Pinoleville Road, Ukiah, CA 95482
 Address of CONTRACTOR


 CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Leona Williams

(Type Name)

Pinoleville Pomo Nation

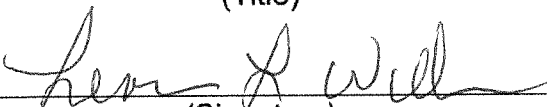
(Organization Name)

Chairwoman

(Title)

500 B Pinoleville Road
Ukiah, CA 95482

(Organization Address)


(Signature)


(Date)

Addendum A

Pinoleville Pomo Nation Workers' Compensation Program

Reference is made to that certain contract between the Pinoleville Pomo Nation, a federally recognized Indian tribe ("Nation"), and the County of Mendocino ("COUNTY"). The Nation and COUNTY are each a "Party" and together the "Parties."

Recitals

- A. The Nation is the service contractor Pinoleville Native Warmline ("Program") for COUNTY OF MENDOCINO, Behavioral Health and Recovery Services.
- B. The Parties are entering into an agreement ("Agreement") related to the Program's provision of services and Behavioral Health and Recovery Services provision of reimbursement for those services.
- C. The Agreement contains certain provisions regarding workers' compensation coverage that arise from state law and are not generally applicable to the Nation and its activities, including the Program.
- D. The Nation is subject to all federal laws, regulations, and requirements, and the Program will comply with all such federal laws, regulations, and requirements with respect to its activities related to the Agreement.
- E. The Nation maintains its own workers compensation program under tribal law, and the Parties desire to enter into an addendum in order to achieve a mutually acceptable Agreement and to work cooperatively toward a successful implementation of the Agreement.

Agreement

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Notwithstanding anything to the contrary in the Agreement, the Program is subject to and will comply in all respects with the Nation's workers' compensation program.
- 2. The Nation's workers' compensation program requires the following:
 - a. All Program employees, volunteers, students and other covered persons ("Covered Person") will be covered by the Nation's Colonial Insurance accident and disability policy.
 - b. If a Covered Person experiences an on-the-job injury that would ordinarily be covered if the California State workers' compensation requirements applied, such

Covered Person will file a claim with the Nation's carrier, the Colonial Insurance company.

- c. The Program will take all steps to ensure that any such claim is processed promptly.
 - d. With respect to any such claim or injury, the Covered Person will be compensated for any covered loss pursuant to the terms of such coverage and policy.
3. On behalf of the Program, the Nation will ensure that any injuries and claims of a Covered Person will be addressed directly by the Program. The Nation will further accept all financial responsibility arising from such injury or claim and will not pursue any related claim against the county or its department of Behavioral Health and Recovery Services.
 4. Notwithstanding anything to the contrary herein or in the Agreement, nothing herein shall be construed as a consent to the general application of state law in any respect, and the Nation's operation of the Program in compliance with any state law or regulation shall be interpreted as arising as a matter of contract and not jurisdiction.



Attachment 1
Mendocino County BHRS
Services Contract Claim Form

Submit Invoice to:

Mendocino County – BHRS
 Attn: Jenine Miller
 1120 S. Dora Street
 Ukiah California

Contractor:

Name
 Attn: Contact
 Address
 City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	



Mendocino County Board of Supervisors Agenda Summary

Item #: 3u)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: July 8, 2025

Department Contact: Charlotte Scott

Phone: 707-234-6885

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Legal Services Agreement with Kronick, Moskovitz, Tiedmann & Girard, A Professional Corporation, for a Total of \$20,000, to Provide Legal Services Related to Scott Roat vs. County of Mendocino, et al. or Any Case Which May be Filed Pertaining to Application MHRB_2024-0009, Effective Upon Execution through June 30, 2026

Recommended Action/Motion:

Approve Legal Services Agreement with Kronick, Moskovitz, Tiedmann & Girard, A Professional Corporation, for a total of \$20,000, to provide legal services related to Scott Roat vs. County of Mendocino, et al., or any case which may be filed pertaining to Application MHRB_2024-0009, effective upon execution through June 30, 2026; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On May 20, 2025, the Board approved a legal services agreement with Kronick, Moskovitz, Tiedmann & Girard, A Professional Corporation ("KMTG") for general consultation on matters related to the California Environmental Quality Act.

Summary of Request:

County Counsel provides legal representation, advice and counsel to the County, its governing Board of Supervisors, County Departments, various special districts, and other public agencies, as mandated and authorized by California statutes and local ordinances. From time to time, the County has retained various outside law firms to provide specialized legal services and consultation.

On May 20, 2025, the Board of Supervisors heard an appeal related to MHRB_2024-0009, which involves the proposed demolition of a water tower staircase and construction of a new staircase on property located at 45040 Main Street, Mendocino, California. The application had been denied by the Mendocino Historic Review Board, but the Board of Supervisors overturned the denial and granted the application. Petitioner Scott Roat has filed a lawsuit against the County.

As part of its application, the applicant for the above permit, Main Street Mendo, LLC, signed an indemnification agreement, under which it agreed to indemnify the County from all damages and costs, including but not limited to attorney's fees, arising out the application.

Given the department's existing workload and the indemnification agreement of the applicant, County Counsel

Item #: 3u)

recommends entering into a separate agreement with KMTG specific to the defense of this lawsuit, or any case that may be filed related to the subject application. Pursuant to the indemnification agreement, the applicant has agreed to provide a deposit of \$20,000 to the County to fund this proposed legal services agreement. Given the cost of litigation, it is likely that additional amounts will be required of the applicant as the case proceeds, and corresponding amendments will be brought back to the Board.

Alternative Action/Motion:

Do not approve and provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: 4/5ths

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: PS 2852-862189

current f/y cost: \$20,000

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

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 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD, A PROFESSIONAL CORPORATION ("FIRM"), 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 legal 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 June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall not exceed Twenty Thousand Dollars (\$20,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Charlotte Scott
DEPARTMENT HEAD DATE 07/03/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 2852

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, 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: Darcie Antle
Risk Management

Date: 07/03/2025

CONTRACTOR/COMPANY NAME

By: Jonathan C. Hsieh

Date: July 2, 2025

NAME AND ADDRESS OF CONTRACTOR:

Kronick, Moskovitz, Tiedemann & Girard

1331 Garden Hwy, 2nd Floor

Sacramento, CA 95833

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: Brina Blanton
COUNTY COUNSEL

Date: 07/03/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO or Designee

Date: 07/03/2025

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
County Counsel
501 Low Gap Road, Room 1030
Ukiah, CA 95482
Attn: Charlotte E. Scott
cocosupport@mendocinocounty.gov

To CONTRACTOR: Kronick, Moskovitz, Tiedemann & Girard
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833
Jonathan C. Hsieh (jhsieh@kmtg.com)
Holly Roberson (hroberson@kmtg.com)

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 legal services shall not

exceed \$30,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

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

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

- A. Legal representation of the County of Mendocino for pending litigation in Mendocino County Superior Court, *Scott Roat vs. County of Mendocino, et al.*, Mendocino County Superior Court, Case No. 25 CV02171, and/or any related case which may be filed pertaining to Application MHRB_2024-0009, an application to demolish an existing water tower staircase and replace with a new staircase, located at 45040 Main Street, Mendocino, California.
- B. Application MHRB_2024-0009 was initially denied by the Mendocino Historical Review Board. The applicant, Main Street Mendo, LLC, appealed the denial to the Board of Supervisors, which overturned the denial and granted said application.
- C. As part of its application, Main Street Mendo, LLC, agreed to indemnify the County from all damages and costs, including but not limited to attorney fees, arising out of or in conjunction with said application.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1. **COMPENSATION.** Compensation to CONTRACTOR for services shall be at the rates set forth below, provided however that total payments hereunder shall not exceed \$20,000 for the term of the Agreement.

A. **Fees**

CONTRACTOR shall provide legal services at the following billing rates:

Shareholders/Of Counsel/Senior Counsel: \$450/hr.

Senior Associates: \$400/hr.

Associate Attorneys: \$350/hr.

Paralegals: \$200/hr.

Law Clerk/Document Clerk: \$200/hr.

CONTRACTOR's fees will be calculated based on the hourly rates, billed in increments of 1/10th hour for the legal staff involved multiplied by the hours devoted on COUNTY's behalf. CONTRACTOR will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

This schedule of rates on behalf of CONTRACTOR for the County of Mendocino includes a 10% reduction in rates for all services provided under this Agreement. CONTRACTOR's rates increase by 5%, rounded up to the nearest \$5 annually on January 1st, or by any other amount as mutually agreed during each year in which this Agreement is in effect.

[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

SUBMIT ONLY ONE COPY

INDEMNIFICATION AND HOLD HARMLESS

ORDINANCE NO. 3780, adopted by the Board of Supervisors on June 4, 1991, requires applicants for discretionary land use approvals, to sign the following Indemnification Agreement. Failure to sign this agreement will result in the application being considered incomplete and withheld from further processing.

INDEMNIFICATION AGREEMENT

As part of this application, applicant agrees to defend, indemnify, release and hold harmless the County of Mendocino, its agents, officers, attorneys, employees, boards and commissions, as more particularly set forth in Mendocino County Code Section 1.04.120, from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or adoption of the environmental document which accompanies it. The indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the County, its agents, officers, attorneys, employees, boards and commissions.

Date: August 12, 2024


Applicant
Jennifer Raymond

RECEIVED
AUG 22 2024
PLANNING & BUILDING SERV
FORT BRAGG, CA



Mendocino County Board of Supervisors Agenda Summary

Item #: 3v)

To: BOARD OF SUPERVISORS

From: District Attorney

Meeting Date: July 8, 2025

Department Contact: District Attorney David Eyster **Phone:** 707-463-4211

Department Contact: Kathryn Cavness **Phone:** 707-463-4211

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Purchase of One Vehicle in the Amount of \$52,000 with District Attorney Asset Forfeiture Fund 2110-760220 to Replace One Old High Mileage Vehicle; Approval of Associated Appropriation Transfer to District Attorney Budget Unit 2070 Revenue Accounts, Line Items 82-3310 in the Amount of \$52,000 and to Line Item 86-4370 in the Amount of \$52,000; and Approval of Addition of Item to the County's List of Fixed Assets

Recommended Action/Motion:

Approve purchase of one vehicle in the amount of \$52,000, with District Attorney Asset Forfeiture Fund 2110-760220 to replace one old high mileage vehicle; Approve associated appropriation transfer to District Attorney Budget Unit 2070 revenue accounts, line items 82-3310 in the amount of \$52,000 and line item 86-4370 in the amount of \$52,000; approve addition of item to the County's list of fixed assets; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The District Attorney is seeking Board of Supervisor's approval for the purchase of one vehicle to replace one old, high mileage vehicle. The vehicle cost is estimated at \$52,000, including dealer price plus required customizations to be funded with DA Asset Forfeiture Fund 2110-760220. The District Attorney is requesting the approval of associated appropriation transfer to District Attorney Budget Unit 2070 Revenue Accounts, line items 82-3310 in the amount of \$52,000 and line item 86-4370 in the amount of \$52,000 and addition of item to County's list of fixed assets.

Alternative Action/Motion:

Return to staff for further direction

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: All

Item #: 3v)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Asset Forfeiture

current f/y cost: \$52,000

budget clarification: Asset Forfeiture is separate from the DA 2070 budget; the associated budget transfer will increase the associated revenue line items, as well as increase appropriations in the Fixed Asset line item line item to allow for the acquisition of the item.

annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: DISTRICT ATTORNEYDate 06/05/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
1100	DA 2070	82-3310	Asset Forfeiture (Revenue)	\$ 49,880.00	I	25/26 zero
1100	DA 2070	86-4370	Equipment	\$ 49,880.00	I	25/26 zero

This request is for an Appropriation for the FY 25/26 Budget

Source of Funds 2110-760220 DA Asset Forfeiture

To replace 2016 Ford Edge FAN 30388, No. 09-040 with over 118,000 miles Assigned to DA Investigator

JUSTIFICATION: As stated above or attached memo. ELECTED OFFICIAL By C. CavnessPrepared by: KATHRYN CAVNESSPh: 707-463-4194Email: cavnessk@mendocinocounty.gov

TO COUNTY EXECUTIVE OFFICER:

☒ Sufficient balances remain in the accounts indicated to effect transfer as requested.☐ Insufficient balances are available to meet the above request within departmental budget.Requires transfer of \$

REMARKS: The balance in Account 2110-760220 as of June 5, 2025 is \$1,232,477.66

No. 2025-06T003 Date 06/05/2025AUDITOR-CONTROLLER BY Chamion Becklin

COUNTY EXECUTIVE OFFICER:

☐ RECOMMENDATION☒ APPROVAL☐ DENIED

COMMENTS:

Date 6/5/25Darcie Antle
COUNTY EXECUTIVE OFFICERACTION OF BOARD OF SUPERVISORS: ☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED☐ OTHER

REMARKS:

Date

DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO. Date By:

FA # _____

Fixed Asset Request Form - FY 2025-26 Budget

NOTE: Fixed assets are those items (even if purchased separately, are part of one unit) that have a useful life of more than one year and are valued at \$10,000 or more. Note: Office furniture, as an example, (panels, files, desktops, shelves etc) should be considered a fixed asset, if costing more than \$10,000, even if individual parts of the unit are less than \$10,000. Do not include vehicles on this form. When complete, please forward all materials to CEOBudget@mendocinocounty.gov

Department: DABudget Unit: 2070Org Code: 864370

Item Description: _____ Quantity: 1 Cost: \$40,000
Manufacture: Subaru Model#: Ascent Quote Source: Ken Fowler Subaru, Ukiah
Justification and Replacement of 2016 Ford Edge, FAN 30388, No. 09-040 for DA Investigator
Funding Source: Funding Source - DA Asset Forfeiture

Requested By: District Attorney's Office **ONLY ONE OF THESE MAKES/MODELS WILL BE SELECTED ONCE BOS**

Item Description: _____ Quantity: 1 Cost: \$43,000
Manufacture: Subaru Model#: Ascent Quote Source: Sport Auto Cener, Fort Bragg
Justification and Replacement of 2016 Ford Edge, FAN 30388, No. 09-040 for DA Investigator
Funding Source: Funding Source - DA Asset Forfeiture

Requested By: District Attorney's Office **ONLY ONE OF THESE MAKES/MODELS WILL BE SELECTED ONCE BOS**

Item Description: _____ Quantity: 1 Cost: \$44,897
Manufacture: Subaru Model#: Ascent Quote Source: Hansel Subaru, Santa Rosa
Justification and Replacement of 2016 Ford Edge, FAN 30388, No. 09-040 for DA Investigator
Funding Source: Funding Source - DA Asset Forfeiture

Requested By: District Attorney's Office **ONLY ONE OF THESE MAKES/MODELS WILL BE SELECTED ONCE BOS**Form# MCB03

FA # _____

Fixed Asset Request Form - FY 2025-26 Budget

NOTE: Fixed assets are those items (even if purchased separately, are part of one unit) that have a useful life of more than one year and are valued at \$10,000 or more. Note: Office furniture, as an example, (panels, files, desktops, shelves etc) should be considered a fixed asset, if costing more than \$10,000, even if individual parts of the unit are less than \$10,000. Do not include vehicles on this form. When complete, please forward all materials to CEOBudget@mendocinocounty.gov

Department: DA

Budget Unit: 2070

Org Code: 864370

Item Description: Quantity: 1 Cost: \$45,722
Manufacture: Dodge Model#: Durango Quote Source: Thurston, Ukiah
Justification and Replacement of 2016 Ford Edge, FAN 30388, No. 09-040 for DA Investigator
Funding Source: Funding Source - DA Asset Forfeiture

Requested By: District Attorney's Office **ONLY ONE OF THESE MAKES/MODELS WILL BE SELECTED ONCE BOS**

Form# MCB03

Item Description: Quantity: 1 Cost: \$43,000
Manufacture: Dodge Model#: Durango Quote Source: Sport, Fort Bragg
Justification and Replacement of 2016 Ford Edge, FAN 30388, No. 09-040 for DA Investigator
Funding Source: Funding Source - DA Asset Forfeiture

Requested By: District Attorney's Office **ONLY ONE OF THESE MAKES/MODELS WILL BE SELECTED ONCE BOS**

Form# MCB03

Item Description: Quantity: 1 Cost: \$45,015
Manufacture: Dodge Model#: Durango Quote Source: Healdsburg, Healdsburg Chrysler Dodge Jeep Ram
Justification and Replacement of 2016 Ford Edge, FAN 30388, No. 09-040 for DA Investigator
Funding Source: Funding Source - DA Asset Forfeiture

Requested By: District Attorney's Office **ONLY ONE OF THESE MAKES/MODELS WILL BE SELECTED ONCE BOS**

Form# MCB03



Mendocino County Board of Supervisors Agenda Summary

Item #: 3w)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 8, 2025

Department Contact: Cherie Johnson

Phone: 707-234-6600

Department Contact: Brandy Dalzell

Phone: 707-234-6600

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 2090 (Child Support Services), Add 1.0 FTE, Account Specialist III, \$46,675.20 - \$56,721.60/Annually

Recommended Action/Motion:

Adopt Resolution amending the Position Allocation Table: budget unit 2090 (Child Support Services), add 1.0 FTE, Account Specialist III, \$46,675.20 - \$56,721.60/annually; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On June 24, 2025, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2025-2026 Budget, Resolution Number 25-111.

Summary of Request:

The Human Resources Department is charged, as part of the overall maintenance of the classification and compensation plan, to evaluate current classifications, create new classifications (including appropriate salary levels), reclassify positions, examine requests for salary grade adjustments, analyze allocations, and make recommendations for additions, modifications, and corrections.

At the Board of Supervisors meeting on May 6, 2025, Resolution 25-078 was approved, which eliminated vacant positions from the Position Allocation Table. Among the positions removed, one was inadvertently eliminated.

On behalf of Child Support Services, it is recommended that 1.0 FTE for an Account Specialist III be reinstated and approved.

There is no fiscal impact associated with this request, as the position was previously approved during the FY 2025-26 budget process.

Alternative Action/Motion:

Do not adopt recommendation and direct staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Item #: 3w)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget Unit 2090

current f/y cost: N/A *(includes cost of benefits)*

budget clarification: FY 25/26 has been budgeted accordingly.

annual recurring cost: N/A *(includes cost of benefits)*

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

RESOLUTION NO. 25-_____

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 25-111 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the affected department(s) or agencies have agreed to incorporate the below position(s) within their existing fiscal year budgets; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
Amend Position Allocation Table for Budget Unit 2090				

Add

1.0 FTE	Account Specialist III	1886	101 - SEIU	\$22.44 - \$27.27
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The effective date of this Resolution shall be July 20, 2025, to coincide with the beginning of Pay Period 16-25.

The foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

Deputy

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

APPROVED AS TO FORM:
CHARLOTTE SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3X)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 8, 2025

Department Contact: Cherie Johnson

Phone: 707-234-6600

Department Contact: Brandy Dalzell

Phone: 707-234-6600

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 2560 (Probation), Add 2.0 FTE, Senior Department Analyst \$74,859.20 - \$90,979.20/Annually; Delete 1.0 FTE, (Position No. 4373) Administrative Assistant, \$45,864.00 - \$55,764.80/Annually

Recommended Action/Motion:

Adopt Resolution amending the Position Allocation Table: budget unit 2560 (Probation), add 2.0 FTE, Senior Department Analyst \$74,859.20 - \$90,979.20/annually; delete 1.0 FTE, (Position No. 4373) Administrative Assistant, \$45,864.00 - \$55,764.80/annually; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On June 24, 2025, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2025-2026 Budget, Resolution Number 25-111.

Summary of Request:

The Human Resources Department is charged, as part of the overall maintenance of the classification and compensation plan, to evaluate current classifications, create new classifications (including appropriate salary levels), reclassify positions, examine requests for salary grade adjustments, analyze allocations, and make recommendations for additions, modifications, and corrections.

The Mendocino County Probation Department is requesting to add 2.0 FTE Senior Department Analysts and delete 1.0 FTE Administrative Assistant, position number 4373.

One of the Senior Department Analysts is supported and funded by the Community Corrections Partnership (CCP), as approved during the CCP meeting on May 15, 2025. This position is part of a two-year pilot program for public safety agencies in Mendocino County. As part of this program some duties include but are not limited to monitor and analyze expenditures to ensure compliance, track revenues, identify, prepare, and write grant proposals, gather, prepare, and complete all required reporting for public safety grants and other public safety funding opportunities.

The second Senior Department Analyst position is to replace the existing Administrative Assistant position number 4373. This higher classification addresses the succession planning needs by creating pathways for professional growth and continuity in key departmental roles.

Item #: 3X)

The impact below for this fiscal year is calculated at step 5 and includes the cost of benefits. The recurring cost shown below is calculated at step 5, including the cost of benefits.

Alternative Action/Motion:

Do not adopt recommendation and direct staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget Unit 2560 & AB109 Realignment

current f/y cost: \$167,446 (*includes cost of benefits*); NCC increase of \$36,576

budget clarification: Department will work with fiscal.

annual recurring cost: \$197,890 (*includes cost of benefits*); NCC increase of \$43,226

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

RESOLUTION NO. 25-_____

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 25-111 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the affected department(s) or agencies have agreed to incorporate the below position(s) within their existing fiscal year budgets; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
Amend Position Allocation Table for Budget Unit 2560				
Add				
2.0 FTE	Senior Department Analyst	2842	101 - SEIU	\$35.99 - \$43.74
Delete (PN 4373)				
1.0 FTE	Administrative Assistant	1969	101 - SEIU	\$22.05 - \$26.81

The effective date of this Resolution shall be July 20, 2025, to coincide with the beginning of Pay Period 16-25.

The foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this 8th day of July 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
 Clerk of the Board

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

Deputy

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

APPROVED AS TO FORM:
CHARLOTTE SCOTT
County Counsel

BY: DARCIE ANTLE
 Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3y)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 8, 2025

Department Contact: Cherie Johnson
Department Contact: Giovanna Arguelles

Phone: 707-234-6600
Phone: 707-234-6600

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Amending the Position Allocation Table as Follows: Transfer from Budget Unit 5010 (Social Services) to Budget Unit 1960 (Information Services); Position Numbers 4473, 4474 (Information Systems Technician II), 4475 (Information Systems Specialist), and Position Number 4476 (Conf Network Systems Analyst II)

Recommended Action/Motion:

Adopt Resolution amending the Position Allocation Table: transfer from budget unit 5010 (Social Services) to budget unit 1960 (Information Services); position numbers 4473, 4474 (Information Systems Technician II), 4475 (Information Systems Specialist), and position number 4476 (Conf Network Systems Analyst II); and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On June 24, 2025, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2025-2026 Budget, Resolution Number 25-111.

Summary of Request:

The Human Resources Department is charged, as part of the overall maintenance of the classification and compensation plan, to evaluate current classifications, create new classifications (including appropriate salary levels), reclassify positions, examine requests for salary grade adjustments, analyze allocations, and make recommendations for additions, modifications, and corrections.

Following the budget hearings and discussion for the Fiscal Year 2025-26, the department has requested to move the four allocated Information Services positions from the Social Services budget unit to the Information Services budget unit due to changes in the organizational structure.

There is no fiscal impact for the 2025-26 County fiscal year budget.

Alternative Action/Motion:

Do not adopt recommendation and provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Item #: 3y)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: From Budget Unit 5010 to Budget Unit 1960

current f/y cost: N/A *(includes cost of benefits)*

budget clarification: County fiscal will correct funding source.

annual recurring cost: N/A *(includes cost of benefits)*

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

RESOLUTION NO. 25-_____

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 25-111 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the affected departments or agencies have agreed to incorporate the below position(s) within their existing fiscal year budgets; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

<u>ACTION</u>	<u>CLASSIFICATION TITLE</u>	<u>SALARY NO.</u>	<u>BARGAINING UNIT</u>	<u>HOURLY RATE</u>
Amend Position Allocation Table				
Transfer from Budget Unit 5010 to Budget Unit 1960				
2.0 FTE (PN 4473, 4474)	Information Systems Technician II	2400	101 - SEIU	No Change
1.0 FTE (PN 4475)	Information Systems Specialist	2643	101 – SEIU	No Change
1.0 FTE (PN 4476)	Conf Network Systems Analyst II	3891	404 – Conf	No Change

The effective date of this Resolution shall be July 20, 2025, to coincide with the beginning of Pay Period 16-25.

The foregoing Resolution introduced by Supervisor , seconded by Supervisor , and carried this 8th day of July 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

Deputy

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

APPROVED AS TO FORM:
CHARLOTTE SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3Z)

To: BOARD OF SUPERVISORS

From: Library

Meeting Date: July 8, 2025

Department Contact: Barb Chapman
Department Contact: Mellisa Hannum

Phone: 707-367-8216
Phone: 707-882-3114

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Second Amendment to BOS Agreement No. 22-133 Between Imperial County Office of Education (ICOE) and Mendocino County Library in the Approximate Amount of \$37,830 for the Provision, Installation, and Maintenance of Advanced Network (Data) Services to County Library Site, and Application for E-Rate and California Teleconnect Fund (CTF) Discounts, Effective FY 25-26 through FY 29-30

Recommended Action/Motion:

Approve second amendment to BOS Agreement No. 22-133 between Imperial County Office of Education (ICOE) and Mendocino County Library in the approximate amount of \$37,830 for the provision, installation, and maintenance of advanced network (data) services to County Library sites, and application for E-Rate and California Teleconnect Fund (CTF) discounts, effective FY 25-26 through FY 29-30; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Approved BOS agreement 22-133-A1 on March 26, 2024: item 3j; agreement 22-133 on June 7, 2022: item 3z; approved Letter of Agency on September 26, 2023: item 3m.

Summary of Request:

The Mendocino County Library is a member in the non-profit Corporation for Education Network Initiatives in California (CENIC) and has completed a Letter of Agency with the California State Library which contracts with an aggregator to apply for E-Rate as well as CTF discounts on behalf of the CENIC network consortium of participating libraries.

The Imperial County Office of Education was selected to take over the aggregator duties in 2022 and has completed the most recent RFP for high-speed internet for the six Mendocino County Library branches. The estimated cost for broadband for the six branches over five years is \$37,830 and is approximately \$7,566 per year after discounts due to the E-Rate and CTF discount process. Discounts are applied one to two years after billing, and actual annual cost is the total cost of the annual services and taxes of approximately \$54,000 minus the 90% reimbursements from one to two years ago - projected to be around \$32,000 next fiscal year and with increasing reimbursements each year. The Library is requesting approval of the ICOE Amendment to continue providing the Library with the aggregator service.

The Library plays a vital role in providing highspeed broadband access to residents throughout our County,

Item #: 3Z)

and participation in the CENIC network consortium allows this to be provided at a lower cost helping to further the Strategic Plan goal of an Effective County Government.

Alternative Action/Motion:

Provide alternate direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: <https://californialibraryconnect.org/>

Fiscal Details:

source of funding: Library operating funds Budget Unit 6110

current f/y cost: Estimated at \$22,000 and decreasing to \$7,566 over the next two fiscal years

budget clarification: Budgeted for \$22,000

annual recurring cost: \$7,566

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

**AMENDMENT TO THE AGREEMENT BETWEEN
THE MENDOCINO COUNTY LIBRARY (LIBRARY)
AND
THE IMPERIAL COUNTY OFFICE OF EDUCATION (ICOE)
FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF
ADVANCED NETWORK (DATA) SERVICES.**

This Amendment is entered into effectively as of the date on which it is executed by both parties.

This Amendment replaces Appendix 1, "*Provision, Installation, and Maintenance of Advanced Network (Data) Services: Reimbursement of Circuit Costs*," to the Agreement between the Library and ICOE executed on March 26, 2024, with the attached Appendix 1. The changes indicated in this Amendment will be effective as of July 1, 2025. The purpose of this revision is to renew the Library circuits as detailed in Appendix 1.

All other terms and conditions of the original Agreement remain in place and unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives.

For the Mendocino County Library

Signature

Name

Title

Date

**For Imperial County Office of
Education (ICOE)**

Luis Wong

Luis Wong (Jun 16, 2025 09:06 PDT)

Signature
Luis Wong

Name

CEO Network Initiatives

Title

06/16/2025

Date

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 6/6/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: 862060

Org/Object Code: LB/LBALL

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: [Signature]
JOHN HASCHAK, 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: [Signature]
Risk Management

Date: 06/06/2025

CONTRACTOR/COMPANY NAME

By: Luis Wong
SIGNATURE

Date: 06/16/2025

NAME AND ADDRESS OF CONTRACTOR:

Imperial County Office of Education (ICOE)

1398 Sperber Rd.

El Centro, CA 92243

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: [Signature]
COUNTY COUNSEL

Date: 06/06/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/06/2025

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: _____

APPENDIX 1

PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES: Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of ICOE and the Library for connecting CENIC's fiber optic backbone to the Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g., direct connections between libraries (defined as "Services" in the Agreement). The Library understands that CENIC will bill ICOE, and ICOE will bill the Library for the costs of circuits charged by network service providers, including any taxes, surcharges, and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits. Such credits will be passed from CENIC to ICOE and from ICOE to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed, and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the service and circuit costs will depend on coordination among CENIC, the Library, and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to the library upon receipt of the invoice from the network service provider to CENIC.

Items to Consider While Reviewing Quotes

- Pricing does **NOT** include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's *actual* cost.
- If an Out of Band line is required, Associate must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.
- Annual Recurring Costs (ARC) items are invoiced annually.
- Non-Recurring Costs (NRC) items are one-time costs billed upon execution of contract.
- Monthly Recurring Costs (MRC) items are billed quarterly, first billing will occur after handoff.
 - o E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated.
 - o Actual discount percentage will be identified by USAC at a later point. E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Broadband Access Administrator cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change. E-rate % noted is based on current FY estimate and CTF is a 50% discount of the remaining cost after E-rate has been applied.
 - o Due to the consortial nature of CENIC's E-rate application, the E-rate discount level may not be finalized until next Spring of the following year (late March or early April).
- E-rate Costs may take up to 18 months to activate due to USAC processing time. Please budget for the full undiscounted costs for the initial period.

3/21/2025

Print Date:

Library System:

Library Jurisdiction:

Library Name:

Fiscal Year:

Estimated E-rate Subsidy:

Estimated Taxes and Surcharges:

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Reimbursement Type:



* Salary eligible costs (Salary amounts, if determined, and calculated according to current rates determined by USCIS). Subsidies are received in arrears and may not be a credit or reimbursement for 12 full months.¹ *40% room and board, allowing for 12% tax on the non-occupied WFO. *HMO: room and board, excluding the gross cost for the first year.

[illegible]

Literature Budget Estimation

Print Date: 3/21/2025
 Library System: Hennepin County Library
 Library Jurisdiction: Minneapolis County Library - County
 Library Name: Zionsville
 Fiscal Year: FY25-26
 Estimated E-rate Subsidy: 90%
 Estimated Taxes and Surcharges: 12%
 Reimbursement Type: Other



* Subsidy eligible costs (library amounts, expenditures and associated accounting to convert rates determined by ISAC). * Subsidy eligible received in arrears and library may not use a credit for amounts received for 12-18 months. * Subsidy eligible received in arrears and library may not use a credit for amounts received for 12-18 months. * Subsidy eligible received in arrears and library may not use a credit for amounts received for 12-18 months.

Summary of Costs No Taxes

Description	MRC - Non-Recurring Costs (A)	MRC - Annual Recurring Costs (B)	MRC - Monthly Recurring Costs (C)	Adjustment Grant	Gross Annual MRC (C x 12)	Estimated Annual E-Rate Discount	Estimated Annual Cost after E-Rate discount	Estimated Library Annual Cost for MRC after Discounts *
CDL Grant Equipment	\$	\$	\$	\$	\$	\$	\$	\$
Facilities (MRC)	\$	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$	\$
Grant Connects	\$	\$	\$	\$	\$	\$	\$	\$
Grant Deployment Fee	\$	\$	\$	\$	\$	\$	\$	\$
Circuit(s) - Allocation *	\$	\$	\$	\$	\$	\$	\$	\$
Circuit(s) - Location (Collects) *	\$	\$	\$	\$	\$	\$	\$	\$
DSL Phone Line	\$	\$	\$	\$	\$	\$	\$	\$
Subtotals	\$	\$	\$	\$	\$	\$	\$	\$

Description	Total Cost - No subsidy (Gross) **	Estimated E-rate Subsidy MRC*	Grant (Equipment and Annual Maint Cost)	Estimated CTF Subsidy MRC*	Estimated Total Estimated Annually	Estimated Cost After	Fiscal Year
Year 1 Costs (A+B+C+D+E)	\$	\$	\$	\$	\$	\$	FY22-23
Year 2 Costs (B+C+D+E+I)	\$	\$	\$	\$	\$	\$	FY23-24
Year 3 Costs (B+C+D+E+I)	\$	\$	\$	\$	\$	\$	FY24-25
Year 4 Costs (B+C+D+E+I)	\$	\$	\$	\$	\$	\$	FY25-26
Year 5 Costs (B+C+D+E+I)	\$	\$	\$	\$	\$	\$	FY26-27
5-Year Totals	\$	\$	\$	\$	\$	\$	

Library Budget Estimate

Print Date: 3/21/2025
 Library System: Madison County Library
 Library Jurisdiction: Madison County Library - Shelby Area A
 Library Name: KY 25-28
 Fiscal Year: 90%
 Estimated E-rate Subsidy: 12%
 Estimated Taxes and Surcharges:
 Reimbursement Type: Check



* Subsidy expense costs (Subsidy amount) are estimated and calculated according to current rates determined by USAC. * See rates at <https://www.e-rate.gov> and Library may receive a credit or reimbursement for 12.5% monthly E-rate reimbursement amount of 12.5% on the net unrecouped MRC. * USAC Error notice: 03/19/2025 11:11:11 PM 03/19/2025

Summary of Costs with Taxes

Description	MRC - Non-Recurring Costs (A)	MRC - Annual Recurring Costs (B)	MRC - Monthly Recurring Costs (C)	Adjustment Grant	Estimated Monthly Taxes (D)	Gross Annual MRC with Tax (E) (C-Dx12)	Estimated Annual E-rate Discount (F) (50% of cost after E-rate discount) *	Estimated Library Annual Cost for MRC after discounts *
USAC Grant Equipment	\$	\$						
Equipment Maintenance (MRC)	\$	4,000.00						
Facilities (MRC)	\$							
Other	\$							
Circuit Connects	\$							
Circuit Deployment Fee (CDF)	\$							
Circuit(s) Allocation *	\$		3,750.00				2,225.40	2,755.50
Circuit(s) Allocation (Collection) *	\$							
Other Phone Line	\$		60.00					
Subtotal	\$	4,000.00	3,750.00			36,000.00	2,225.40	3,695.50

Yearly Breakdown with Taxes	Total Cost - No subsidy (Gross) **	Estimated E-rate Subsidy MRC *	Estimated E-rate Subsidy NRC *	Estimated E-rate Subsidy MRC *	Estimated E-rate Subsidy NRC *	Estimated E-rate Subsidy MRC *	Estimated E-rate Subsidy NRC *	Estimated E-rate Subsidy MRC *	Estimated E-rate Subsidy NRC *	Estimated E-rate Subsidy MRC *	Estimated E-rate Subsidy NRC *	Fiscal Year
Year 1 Cost (A+B+C-Dx12)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	FY 25-26
Year 2 Cost (B+C-Dx12)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	FY 26-27
Year 3 Cost (B+C-Dx12)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	FY 27-28
Year 4 Cost (B+C-Dx12)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	FY 28-29
Year 5 Cost (B+C-Dx12)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	FY 29-30
5-Year Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	






Mendocino Library Amendment

Final Audit Report

2025-06-16

Created:	2025-06-16
By:	Ashleigh Jacobs (ashleigh.jacobs@icoe.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcO5lv77e0iU-pqIM5xmA7v82XPL0y9BI

"Mendocino Library Amendment" History

-  Document created by Ashleigh Jacobs (ashleigh.jacobs@icoe.org)
2025-06-16 - 3:45:14 PM GMT
-  Document emailed to Luis Wong (luis.wong@icoe.org) for signature
2025-06-16 - 3:45:46 PM GMT
-  Email viewed by Luis Wong (luis.wong@icoe.org)
2025-06-16 - 4:05:20 PM GMT
-  Document e-signed by Luis Wong (luis.wong@icoe.org)
Signature Date: 2025-06-16 - 4:06:21 PM GMT - Time Source: server
-  Agreement completed.
2025-06-16 - 4:06:21 PM GMT






Mendocino Library Amendment - signed

Final Audit Report

2025-06-16

Created:	2025-06-16
By:	Ashleigh Jacobs (ashleigh.jacobs@icoe.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEO5iCdGICmGPbo1X1NZWMqSwcUNHLN-q

"Mendocino Library Amendment - signed" History

-  Document created by Ashleigh Jacobs (ashleigh.jacobs@icoe.org)
2025-06-16 - 11:49:39 PM GMT
-  Document emailed to Luis Wong (luis.wong@icoe.org) for signature
2025-06-16 - 11:51:07 PM GMT
-  Email viewed by Luis Wong (luis.wong@icoe.org)
2025-06-16 - 11:51:21 PM GMT
-  Document e-signed by Luis Wong (luis.wong@icoe.org)
Signature Date: 2025-06-16 - 11:51:51 PM GMT - Time Source: server
-  Agreement completed.
2025-06-16 - 11:51:51 PM GMT



**AGREEMENT BETWEEN MENDOCINO COUNTY LIBRARY AND
COLUMBIA TELECOMMUNICATIONS CORPORATION
FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as “Agreement”, is entered into as of **DATE** June 7, 2022 by and between Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, hereinafter referred to as “CTC” and MENDOCINO COUNTY public library, hereinafter referred to as “Library”. CTC and Library are sometimes referred to in this Agreement individually as “Party” and collectively as “Parties”. All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

Mendocino County Library
Deborah Fader Samson
County Librarian
880 N. Bush St.
Ukiah, CA 95482
libadmin@mendocinocounty.org

CTC Technology and Energy
Heather D. Mills
Vice President, Grant & Funding Strategies
10613 Concord Street
Kensington, MD 20895
hmills@ctcnet.us

WITNESS THAT

WHEREAS, CTC, is the Statewide Broadband Access Administrator for the California State Library Broadband Services Project (“Project”); and

WHEREAS, CTC, on behalf of the California State Library, has contracted with the Corporation for Education Network Initiatives in California (“CENIC”) and its subsidiaries to provide high speed networking to libraries in California; and

WHEREAS, Library desires to enter into an agreement with CTC to obtain one or more data circuits to connect Library to the CENIC high speed broadband fiber network, CalREN, and, if specified in Appendix #1, attached, to connect Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

DEPARTMENT FISCAL REVIEW:

Deborah Lede Samson 5/17/2022
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: 862060

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME:

By: Joanne S. Hovis

NAME AND ADDRESS OF CONTRACTOR:

Joanne S. Hovis, President

CTC Technology and Energy

10613 Concord Street

Kensington, MD 20895

COUNTY OF MENDOCINO

By: TW
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 06/13/2022

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: Amaz
Deputy 06/13/2022

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

DARCIE ANTLE, Interim Clerk of said Board

By: Amaz
Deputy 06/13/2022

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 05/17/2022

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: 05/17/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Chris
Deputy CEO

Date: 05/17/2022

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: _____

NOW THEREFORE, Library and CTC enter into this Agreement:

1. Purpose

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services to Library under the Project.

2. Services to be Provided

Parties understand that the primary communications infrastructure provided by CENIC is the California Research and Education Network ("CalREN"). Services that CENIC will provide to Libraries will include use of CalREN and contracting for and provision of data circuits supplied by network service providers.

CTC, on behalf of Library, will contract with CENIC for such data circuits. Specific circuits and their costs are included in the Appendix #1 attached which may be amended from time to time by mutually signed Addenda ("Services"). CTC assures Library that CENIC or CTC will notify Library of installation requirements and necessary maintenance instructions. Neither CENIC nor CTC shall be responsible for operating or maintaining software, equipment or cabling that connects equipment or network services not provided by CENIC for the Services unless specifically agreed to in writing by CENIC.

Parties agree to provide notice to the other Party within 10 calendar days of a failure by CENIC or the network service provider to deliver Services, or otherwise comply with the terms as described in this Agreement, including Appendix #1 and subsequent Addenda. If noticed non-performance is not cured in a timely manner, Parties agree to meet within 10 days of said notice and discuss appropriate remedies including but not limited to cancellation of related services or service credits as specified in the underlying agreements between CENIC and its network service provider and CTC and CENIC.

Library is responsible for calculating and paying any early termination penalties that might apply due to cancellation of existing connections so that it may receive Services under this Agreement.

Library is responsible for completing, signing, and submitting any required Letter of Agency, or related documentation, to confirm its participation in and eligibility for the E-rate Consortia and to authorize CENIC, as the E-rate Consortia lead, to act on its behalf as described under the Letter of Agency for the purpose of securing E-rate discounts.

Library is further responsible for completing, signing, and submitting any responsible Letter of Authorization, or related documentation, to the California Public Utilities Commission to authorize CTC and CENIC to act on its behalf to submit an application and supporting documentation for the purpose of receiving discounts on eligible network services as part of the California Teleconnect Fund program.

If Library is currently receiving E-rate funding for its existing services, Library remains responsible for continuing to apply for that E-rate funding until all CENIC Services are turned up and existing E-rate supported services are canceled.

3. Term and Termination of this Agreement

- (a) **TERM OF THIS AGREEMENT.** This Agreement shall be in effect from **July 1, 2022** until the termination of all Services including the circuits ordered under this Agreement (as defined in Appendix #1: CENIC Circuit Quote and any subsequent Addenda under this Agreement), or unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific terms for the circuits provided pursuant to this Agreement shall depend on the specific date such circuit is “handed off” to Library pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to Library.
- (b) **TERMINATION.** Termination of this Agreement prior to the end date of any given circuit, as described in Appendix #1 or subsequent Addenda, shall result in Library paying any applicable circuit telecommunications carrier termination charges or similar early termination charges that CTC incurs under its agreement with CENIC resulting from early termination of the Service.
- (c) Notwithstanding the above, upon a sixty (60) day written notice prior to the second and each following June 30 after a circuit is installed, Library may cancel a circuit without penalty if it verifies to CTC and CENIC that funding to pay for that circuit is not available and Library agrees that for at least 12 months after said notice it will not order or otherwise obtain a replacement circuit or substantially similar services in place of the cancelled circuit.
- (d) Library may terminate this Agreement with no penalty if non-recurring, one-time costs for all circuits included in Appendix #1 and any subsequent Addenda are materially increased by the telecommunications carrier from the amount shown in Appendix #1.
- (e) CTC may terminate this Agreement or assign its rights and responsibilities under this Agreement to a third party upon no less than sixty (60) day written notice to Library, in the event of termination or expiration of its duties and obligations under the Project and with written approval of the California State Library.

4. Payment

CTC bills quarterly in arrears. Payment for services shall be due within thirty (30) days of receipt of a CTC invoice reflecting provision of the services for which the invoice is sent; or as otherwise agreed to by Library and CTC. Except for non-recurring costs, if any, costs in Appendix #1 and any subsequent Addenda shall only begin upon installation of circuit(s). Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice. Library understands and agrees that CTC will only make payment to CENIC for services upon receipt of related payments from Library. If Library fails to make payments within thirty (30) days after receipt of invoice, it agrees to pay any reasonable late payment fees incurred by CTC under its agreement with CENIC.

Unless otherwise agreed to between the Parties, all circuit deployment fees, if any as set forth in Appendix #1 and subsequent Addenda are non-cancelable and nonrefundable. Upon termination of this Agreement, or any Services provided under this Agreement, any outstanding circuit deployment fees, outstanding recurring charges, non-recurring fees, applicable circuit termination charges, and applicable early termination penalties, shall become due and payable immediately upon termination.

5. Miscellaneous

- (a) **CONDITIONS OF USE.** Library agrees to conform to the CENIC Appropriate Use Policy located at <https://cenic.org/network/policies/acceptable-use-policy> (revised September 13, 2004) and to any specific conditions of use imposed by network service providers or subcontractors providing communications services to CENIC as may be in force at the time such services are made available, including pursuant to an Addendum to this Agreement. If CENIC, subcontractors, or network service provider conditions of use are modified, Library will be notified and if Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days from the notice of the modification to terminate the affected Service(s) without penalty. Library must provide a 30-day written notice of its termination under this provision to CTC and CENIC. If Library does not elect to terminate the Service(s), Library must conform to the revised conditions of use. If Library fails to conform to the revised conditions of use, the Services may be subject to termination upon sixty (60) day notice to Library from CTC or CENIC.
- (b) **CONFLICTING CLAUSES.** If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence only for the service defined in that Addendum.
- (c) **FORCE MAJEURE.** Neither Party shall be responsible for performance of its obligations hereunder where prevented, delayed, or hindered by war, riots, embargoes, strikes involving third parties, acts of third party communications service providers, including any local access provider, or of their vendors, or suppliers unrelated to the services offered under this Agreement, acts of unrelated third parties, accidents, cable cuts by third parties not related to services provided under this Agreement, natural disasters, act(s) of God or any other event beyond the reasonable control of the Parties.
- (d) **GOVERNING LAW.** The laws of the State of California shall govern this Agreement.
- (e) **NON-LIBRARY USES:** Library understands that this agreement covers only library use of CalREN and of circuits provided hereunder and Library agrees that no other uses will be made of the services provided herein.

6. Entire Agreement

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification or amendment shall be binding unless in writing and signed by authorized representatives of both parties.

7. General Provisions

7.1 Nondiscrimination: During the performance of this Agreement,

- (a) CTC and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.
- (b) CTC shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- 7.2 Severability:** It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.
- 7.3 Rights and Remedies:** The rights and remedies of the Parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 7.4 Prior Agreements:** Library agrees that any prior agreements entered into between any entity that previously served as the Broadband Administrator and the Library for the purpose of participating in the CENIC E-Rate Consortium or receiving services pursuant to that program has been terminated.
- 8. Indemnification.** Library agrees to indemnify, defend and save harmless CTC, its, officers, agents and employees from any and all claims, losses, and liabilities accruing or resulting to CTC and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Library in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Library, its officers, agents, or employees. CTC agrees to indemnify, defend, and save harmless Library, its trustees, officers, agents and employees from any and all liabilities accruing or resulting to Library and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CTC in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CTC, its officers, agents, or employees.

Appendix #1
Provision, Installation and Maintenance
Of Advanced Network (Data) Services:
Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of CTC and the Library for connecting CENIC's fiber optic backbone to Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g. direct connections between libraries (defined as "Services" in the Agreement). Library understands that CENIC will bill CTC, and CTC will bill Library, for the costs of circuits charged by network service providers, including any taxes and surcharges, and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits and such credits will be passed from CENIC to CTC and from CTC to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the Service, and therefore of circuit costs, will be dependent on coordination among CENIC, the Library and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to Library upon receipt of invoice to CENIC from the network service provider.



Customer: Mendocino County Library
Budget Summary Description: Round Valley - 500 Mbps
Quote Date: FY 22-23
Quote Expiration:

Line Item	NRC Non-Recurring Cost	MRC Monthly Recurring Cost	ARC Annual Recurring Cost
1 Equipment [1]	\$0.00	\$0.00	\$0.00
2 Maintenance	\$0.00	\$0.00	\$0.00
3 Installation	\$0.00	\$0.00	\$0.00
4 Circuit	\$0.00	\$5,117.50	-
5 Circuit Deployment Fee [2]	\$2,550.00	\$0.00	\$0.00
Total	\$2,550.00	\$5,117.50	\$0.00

Annual Cost	\$61,410.00
Discounted Annual Cost	\$3,070.50
Total for Year 1	\$63,960.00
Discounted Annual Cost Year 1	\$3,070.50

[1] CENIC pays for equipment, maintenance and installation of initial CalREN connection.

[2] The California State Library requested, and received funding through the Budget Act of 2021, AB 128, Chapter 21, 2021 Statute, to pay for Circuit Deployment Fees (CDF) on behalf of public libraries connecting to CalREN. The full text can be found here: https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB128

Version 2.0

CENIC									
*Pricing does not include applicable taxes, surcharges, and fees. Actual discount may vary and will be indicated in invoices at CENIC's actual cost.									
E-rate discount/percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point.									
LOC A	LOC Z	Center Info							
Site Name	Site Name	Service Provider	Service Type	Requested Bandwidth	Est Contract End Date	Non Recurring Cost*	MRC for 5 year term*	E-rate Discount Discounted NRC*	90.00% Discounted MRC*
County Admin	County Admin	AT&T	Lt Circuit	1Gbps	7/1/2025	\$0.00	\$731.70	\$0.00	\$36.59
R. Bragg Library	County Admin	AT&T	Lt Circuit	1Gbps	7/1/2026	\$0.00	\$731.70	\$0.00	\$36.59
Willits Library	County Admin	AT&T	Lt Circuit	1Gbps	7/1/2026	\$0.00	\$731.70	\$0.00	\$36.59
Coast Community Library	County Admin	AT&T	Lt Circuit	1Gbps	7/1/2026	\$0.00	\$731.70	\$0.00	\$36.59
Long Valley Public Library	County Admin	AT&T	Lt Circuit	1Gbps	7/1/2026	\$0.00	\$731.70	\$0.00	\$36.59
Round Valley Public Library	County Admin	Frontier	Lt Circuit	500Mbps	7/1/2027	\$0.00	\$1,459.00	\$0.00	\$72.95
								Total Discounted MRC (CTR & E-rate)*	Total Discounted MRC*
								\$255.88	\$0.00

**NOVATION AGREEMENT BETWEEN
THE IMPERIAL COUNTY OFFICE OF EDUCATION,
and
MENDOCINO COUNTY LIBRARY
FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as "Novation," is entered into as of March 26, 2024, by and between the Imperial County Office of Education, hereinafter referred to as "ICOE," and Mendocino County Library, hereinafter referred to as "the Library." ICOE and the Library are sometimes referred to in this Novation individually as "Party" and collectively as "Parties." All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

WHEREAS, California State Library appointed Columbia Telecommunications Corporation d/b/a CTC Technology and Energy ("CTC") as the Statewide Broadband Aggregator for the California State Library Broadband Services Project; and

WHEREAS, CTC provided notice of its intention to terminate its appointment and end its responsibilities under the agreement as Statewide Broadband Aggregator on behalf of the California State Library, effective as of December 31, 2023.

WHEREAS, as of January 1, 2024, the California State Library has appointed ICOE to assume the rights and responsibilities and perform the functions of the Statewide Broadband Aggregator on behalf of the California State Library as defined by the terms of the California Broadband Services Project program and that, upon said appointment, CTC has ceased to perform those functions.

Now, Therefore, The Parties execute this Agreement to novate the assumption of the duties under the Original Agreement from CTC to ICOE: The Parties acknowledge and agree that CTC, on behalf of the California State Library, has transferred and assigned its duties and responsibilities of the Statewide Broadband Aggregator to ICOE pursuant to the terms of the grant program administered by the California State Library.

By signing this Amendment, the Library and ICOE agree that,

1. The Original Agreement is hereby amended to replace the reference to "CTC" with a new reference to "ICOE." A copy of the Original Agreement between CTC and the City of Corona is attached hereto and incorporated herein by this reference.
2. The Original Agreement remains in full force and effect as between the Library and ICOE from the date of this Agreement, and that ICOE, on behalf of the California State Library, will assume all rights and responsibilities of CTC under the Original Agreement.
3. ICOE will perform the functions agreed to by CTC as set forth under the Original Agreement, including all addenda, appendices, and subsequent amendments.
4. The Indemnification clause in the Original Agreement is amended to state:

Indemnification. The Library agrees to indemnify, defend and save harmless ICOE, its officers, agents, and employees from any and all claims, losses, and liabilities accruing or resulting to ICOE and any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Library in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Library, its officers, agents, or employees. ICOE agrees to indemnify, defend, and save harmless the Library, its trustees, officers, agents, and employees from any and all liabilities accruing or resulting to the Library and any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by ICOE in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ICOE, its officers, agents, or employees.

5. This Agreement serves as written notice to the Library of this change in the Broadband Aggregator duties and of the continued obligation by the Library to comply with the terms and conditions of the Original Agreement.
6. **TERM OF THIS AGREEMENT.** This Agreement shall be effective from March 26, 2024 through June 30, 2024. This Agreement will automatically renew unless one party notifies the other at least 60 days in advance of June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Novation Agreement to be executed by their respective duly authorized representatives.

For Mendocino County Library

Signature

Name

Title

Date

For ICOE

Signature

DocuSigned by:

Luis Wong

600016F0E0B0401

Name

Luis Wong

Title

Chief Executive Officer

Date 3/11/2024

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Bert Chapman 3/8/2024
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: 862060 LBALL

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

DocuSigned by:
By: Luis Wong
3/11/2024
Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Imperial County Office of Education

1398 Sperber Rd.

El Centro, CA 92243

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 03/26/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 03/26/2024

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: Antle
Deputy 03/26/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 03/08/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Brina Blanton
COUNTY COUNSEL

Date: 03/08/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Chris Han
Deputy CEO or Designee

Date: 03/08/2024

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: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 3aa)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: July 8, 2025

Department Contact: Shelby Miller

Phone: 707-234-6650

Department Contact: Julia Krog

Phone: 707-234-6650

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Acceptance of Informational Report Regarding the Issuance of Emergency Coastal Development Permit EM_2025-0001 (Passalacqua) to Replace the Foundation and Front Façade Of An Existing Structure, Located at 38911 N. Highway 1, Westport, APN: 013-300-58

Recommended Action/Motion:

Accept informational report regarding the issuance of Emergency Coastal Development Permit EM_2025-0001 (Passalacqua) to replace the foundation and front façade of an existing structure, located at 38911 N. Highway 1, Westport, APN: 013-300-58.

Previous Board/Board Committee Actions:

In 1991 the Board adopted Division II of Title 20 of Mendocino County Code through Ordinance No. 3785. Included in Division II is Section 20.536.055 which allows Permits for Approval of Emergency Work. In cases of a verified emergency, temporary emergency authorization to proceed with remedial measures may be given by the Director or his or her designee until such time as a Coastal Development Permit application is filed. The Director shall report in writing to the Board of Supervisors at each meeting the emergency permits applied for or issued since the last report, with a description of the nature of the emergency and the work involved. The report of the Director shall be informational only. The decision to issue an emergency permit is solely at the discretion of the Director. Notice of emergency permits shall be provided by phone or letter to the California Coastal Commission within three (3) days, following issuance of the emergency permit.

Summary of Request:

Storm damage and foundation failure are the primary cause of the Emergency Permit request. The front façade has been blown off by wind during a storm and functions to laterally brace the building against seismic activity, reduces the amount of wind uplift on the roof, prevents the rapid decay of key structural members from moisture damage, and general structural reinforcement. The existing wood foundation is failing, and the replacement would conform to the current building code. The replacement of expansive soil with engineered fill would provide structural integrity.

The emergency permit was issued on June 23, 2025, and becomes null and void at the end of sixty (60) days. Prior to expiration of this Emergency Permit, the applicant shall submit a standard Coastal Development Permit application for the work authorized by the permit.

Item #: 3aa)

Alternative Action/Motion:

None, informational Item.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisory District: District 4

Vote Requirement: Majority

Supplemental Information Available Online At:

<https://www.mendocinocounty.gov/departments/planning-building-services/public-noticing>

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

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes

CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482
752 S FRANKLIN STREET • FT. BRAGG • CALIFORNIA • 95437

JULIA KROG, DIRECTOR
Telephone 707-234-6650
FAX 707-463-5709
FB PHONE: 707-964-5379
FB FAX: 707-961-2427
pbs@mendocinocounty.gov
www.mendocinocounty.gov/pbs

June 23, 2025

**COASTAL DEVELOPMENT STANDARD PERMIT
AUTHORIZATION FOR EMERGENCY WORK
CASE FILE EM_2025-0001**

OWNER/ APPLICANT: Stephan and Angelia Passalacqua
P.O Box 3
Healdsburg, CA 95448

AGENT: Michael Cobb
711-D Healdsburg Avenue
Healdsburg, Ca 95448

SITE ADDRESS/ APN: 38911 N. HIGHWAY 1, WESTPORT (APN: 013-300-58)

NATURE OF EMERGENCY: Half of the front façade of the existing structure was blown off by wind, leaving the front wall of the building exposed to moisture, decay, and subject to environmental damage. The foundation of the existing structure is failing and needs to be replaced.

CAUSE OF EMERGENCY: The emergency is the result of storm damage, expansive soils, and failure of the existing wood foundation. The subject structure was built in approximately 1890, and half of the front façade still remains. A letter prepared by SoLa Structural Engineering on June 12, 2025, stated that the existing interior and perimeter foundations appear to consist of only heavy timbers and have either failed or are in a significant state of disrepair. The result is that the building has settled significantly, especially at the west end.

REMEDIAL ACTION: The action to be approved under this Emergency Permit is authorization of the removal of surface fill and expansive soils (to be replaced with engineered fill) and replace the foundation and front façade (including windows) prior to the issuance of the Standard Coastal Development Permit. Repairs to the façade may be performed as necessary to prevent further deterioration, provided the work complies with the applicable provisions of the California Building Code. The repairs shall not include a balcony or door(s) under this Emergency Permit. The 2nd level door may be replaced with material to prevent further deterioration but shall not be replaced with a door under this Permit.

A Geotechnical Investigation, prepared by Trans Tech Consultants on October 22, 2021, and updated on April 3, 2025, recommends replacing expansive soils with engineered fill for foundation support. Trans Tech Consultants shall be retained to review earthwork, and foundation plans to confirm the earthwork and foundation recommendations have been adequately incorporated. If site grading is to be performed, Trans Tech Consultants shall conduct a field review of subgrade soils

exposed by site grading to identify and mitigate any unsupportive soils zones. Subgrade soils shall be maintained in a moist condition by plastic covering to avoid saturation from rain.

See the attached Emergency Permit application, site plan, and the Geotechnical Investigation prepared on October 22, 2021, and updated on April 3, 2025.

**CIRCUMSTANCES TO
JUSTIFY EMERGENCY:**

Failure to allow this emergency work may result in a risk to the property, residents, adjacent parcels and the environment.

COMPLIANCE:

Permits for Approval of Emergency Work are subject to MCC Sec. 20.536.060 *et seq.*

This emergency permit is effective immediately and shall become null and void at the end of sixty (60) days. Prior to expiration of this Emergency Permit, the applicant shall submit a standard Coastal Development Permit application for the work authorized by this permit.

Prior to and during construction, Trans Tech Consultants shall be retained to review and approve earthwork plans and provide observations during site preparation, placement, and compaction of fills, and foundation construction and excavations.

RECOMMENDED BY:


SHELBY MILLER, PLANNER II

6/23/2025
DATE

APPROVED BY:


COASTAL PERMIT ADMINISTRATOR

6/23/2025
DATE

JULIA KROG
DIRECTOR

TELEPHONE: 707-964-5379
FAX: 707-961-2427



**COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING & BUILDING SERVICES**

120 WEST FIR STREET
FORT BRAGG, CALIFORNIA 95437

EMERGENCY PERMIT APPLICATION FACTS TO KNOW

- The emergency permit process allows for procedures to perform work to resolve problems resulting from a situation falling within the definition of "emergency". An emergency is defined as a sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property, or essential public services.
- In cases of a verified emergency, temporary emergency authorization to proceed with remedial measures may be given by the Director of Planning and Building Services (the Director) or his or her designee until such time as a coastal development permit application is filed.
- The Director may grant an emergency permit upon reasonable terms and conditions which will include, at a minimum that: the development be completed within thirty (30) days of issuance (unless otherwise specified by the terms of the permit); public comment on the proposed emergency action has been reviewed (if time allows); and the work proposed would be consistent with the requirements of the coastal program.
- An emergency permit is valid for not more than sixty (60) days from the date of issuance. **Prior to expiration of the emergency permit, the permittee must either submit a coastal development permit application for the development or remove the development undertaken pursuant to the emergency permit in its entirety and restore the site to its previous condition.**

EMERGENCY PERMIT PROJECT INTAKE CHECKLIST

The following information and materials must be submitted at the time an emergency permit application is filed with the Planning Division. **Applicants should check off each completed item under the box marked "A" and submit this checklist with the application.**

A ☒ C ☐

1. **Two (2) Copies** of items a - e, on 8 ½" x 11" paper, collated and stapled into individual application packets.

- a) **EMERGENCY PERMIT APPLICATION FORM** - Please be sure to answer all questions thoroughly and accurately.
- b) **EMERGENCY PERMIT QUESTIONNAIRE** - Please be sure to answer all questions thoroughly and accurately.
- c) **LOCATION MAP** - Use USGS quad maps with parcel boundaries (see attached example).
- d) **SITE PLAN** - drawn to scale (see attached example).
- e) **ARCHITECTURAL/ENGINEERING PLANS & ELEVATIONS FOR THE EMERGENCY WORK** - (if applicable).

A ☒ C ☐

2. **ARCHITECTURAL/ENGINEERING PLANS & ELEVATIONS FOR THE EMERGENCY WORK - 1 Full-Size Set** (if applicable). Drawn to scale and folded to 8 ½" x 11" size.

A ☒ C ☐

3. **SIGNED CERTIFICATION AND SITE VIEW AUTHORIZATION FORM - 1 Copy.**

A ☒ C ☐

4. **SIGNED INDEMNIFICATION AGREEMENT - 1 Copy.**

A ☒ C ☐

5. **PROOF OF APPLICANT'S LEGAL INTEREST IN THE PROPERTY - 1 Copy.** Proof can be in the form of a current tax statement, title report, lease agreement or other documents showing legal interest to apply for the permit and comply with all conditions of approval. All holders or owners of any other interest of record in the affected property shall be identified on the application and notified in writing of the permit application by the applicant and invited to join as co-applicant(s).

A ☒ C ☐

6. **FILING FEE** - (check with a planner for fee amount). Checks to be made payable to the County of Mendocino.

**ADDITIONAL INFORMATION MAY BE REQUIRED AS FOLLOWS;
CONTACT THE PLANNING DIVISION FOR DETAILS.**

- **A SOILS REPORT AND SEPTIC DESIGN** will be required for emergency repair or replacement of failing septic systems. Contact the Mendocino County Department of Environmental Health for requirements.
- **A BOTANICAL SURVEY** may be required if an endangered species, Environmentally Sensitive Habitat Area (ESHA), stream, creek, wetland, pond, pygmy habitat, or sand dune occupies any portion of the site.
- **A GEOTECHNICAL REPORT** may be required if the project is on a bluff top property or within a Seismic Safety Combining District. This report must address the issues required by the Coastal Zoning Code Chapter 20.500, including but not limited to site geology, soils, soil stability, landsliding, erosion, drainage, bluff top setback, seismicity and faulting, tsunami issues, appropriateness of the proposed development on the site, and construction techniques to provide adequate stability for the development.
- **A DRAINAGE PLAN** may be required where the project has a potential to adversely affect water quality within any waterway and where the project has the potential to affect slope stability along bluffs and steep slopes.

COUNTY OF MENDOCINO
DEPT OF PLANNING & BUILDING SERVICES
120 WEST FIR STREET
FORT BRAGG, CA 95437
Telephone: 707-964-5379

Case No(s) _____
 CDF No(s) _____
 Date Filed _____
 Fee \$ _____
 Receipt No. _____
 Received by _____
 Office Use Only

EMERGENCY PERMIT APPLICATION FORM

Name of Applicant Stephan Passalacqua	Name of Owner(s) Stephan Passalacqua	Name of Agent Michael Cobb
Mailing Address P.O. Box 3 Healdsburg, CA 95448	Mailing Address P.O. Box 3 Healdsburg, CA 95448	Mailing Address 711-D Healdsburg Ave. Healdsburg, CA 95448
Telephone Number 707-293-8284	Telephone Number 707-293-8284	Telephone Number 707-849-4504

Project Description:

Facade, roof and deck repair along with accompanying foundation retrofit.

Driving Directions

The site is located on the W (N/S/E/W) side of North Highway 1 (name road)
 approximately 120 (feet/miles) N (N/S/E/W) of its intersection with
 _____ (provide nearest major intersection).

Assessor's Parcel Number(s)

013-300-580

Parcel Size

.21

☐ Square Feet
☒ Acres

Street Address of Project

38911 North Highway 1

Please note: Before submittal, please verify correct street address with the Planning Division in Ukiah.

EMERGENCY PERMIT

APPLICATION QUESTIONNAIRE

The purpose of this questionnaire is to relate information concerning your application to the Planning & Building Services Department and other agencies who will be reviewing your project proposal. The more detail that is provided, the easier it will be to promptly process your application. Please answer all questions. For questions which do not pertain to your project, please indicate "Not Applicable" or "N/A".

1. NATURE OF THE EMERGENCY NARRATIVE (use additional pages if necessary).

a) Describe the nature, cause and location of the emergency.

The front facade of the building was blown off in a severe wind storm on December 13th. The front facade of the building functions to:

Laterally braces the building against seismic events.

Reduce the amount of wind uplift on the roof.

Prevent the rapid decay of key structural members by protecting them against exposure to moisture.

Generally structurally reinforce the building.

All four of these basic functions are currently in imminent jeopardy.

b) Describe the remedial protective or preventive work required to deal with the emergency.

Shoring and Tarping

c) Describe the circumstances during the emergency that justify the course(s) of action taken, including the probable consequences of failing to take action.

Part of the front wall of the building is now missing. If action is not taken, the building will become a collapse hazard. Also, parts of the damaged building could blow on to neighboring property or Highway 1.

d) Describe any secondary improvements such as wells, septic systems, grading, vegetation removal, roads, etc. that are necessary to deal with the emergency.

Our proposal includes replacing the foundation supporting the building. Because the existing foundation is not built to the standards of the current code, we are replacing the entire foundation while the opportunity is present.

2. Are there existing structures on the property? ☒ Yes ☐ No

If yes, describe below and identify the use of each structure on the plot plan.

There is a residential accessory structure south of the residence. This is noted as an "Existing Buidling" on the site plan.

3. Is any grading or road construction planned? ☐ Yes ☒ No

Estimate the amount of grading in cubic yards _____ c.y. If greater than 50 cubic yards or if greater than 2 feet of cut or 1 foot of fill will result, please provide a grading plan.

Describe the terrain to be traversed (e.g., steep, moderate slope, flat, etc.).

4. Will vegetation be removed on areas other than the building sites and roads? ☐ Yes ☒ No
If yes, explain:

5. Project Height. Maximum height of structure(s): 34 feet

6. Describe all exterior materials and colors of all proposed structures that are visible beyond the boundaries of the subject parcel.


Exterior siding, Windows and doors, Front Porch and Balcony Elements, Asphalt Shingle Roofing.

7. Are there any water courses, anadromous fish streams, ponds, lakes, sand dunes, rookeries, marine mammal haul-out areas, wetlands, riparian areas, pygmy vegetation, rare or endangered plants, animals or habitat which support rare and endangered species located on the project site or within 100 feet of the project site?

No.

CERTIFICATION AND SITE VIEW AUTHORIZATION

1. I hereby certify that I have read this completed application and that, to the best of my knowledge, the information in this application, and all attached appendices and exhibits, is complete and correct. I understand that the failure to provide any requested information or any misstatements submitted in support of the application shall be grounds for either refusing to accept this application, for denying the permit, for suspending or revoking a permit issued on the basis of such misrepresentations, or for seeking of such further relief as may seem proper to the County.
2. I hereby grant permission for County Planning and Building Services staff and hearing bodies to enter upon and site view the premises for which this application is made in order to obtain information necessary for the preparation of required reports and render its decision.


Owner/Authorized Agent

5/21/25
Date

NOTE: IF SIGNED BY AGENT, OWNER MUST SIGN BELOW.

AUTHORIZATION OF AGENT

I hereby authorize Michael Cobb to act as my representative and to bind me in all matters concerning this application.


Owner

5/21/25
Date

MAIL DIRECTION

To facilitate proper handling of this application, please indicate the names and mailing addresses of individuals to whom you wish correspondence and/or staff reports mailed if different from those identified on Page One of the application form.

Name	Name	Name
Mailing Address	Mailing Address	Mailing Address

SUBMIT ONLY ONE COPY

INDEMNIFICATION AND HOLD HARMLESS

ORDINANCE NO. 3780, adopted by the Board of Supervisors on June 4, 1991, requires applicants for discretionary land use approvals, to sign the following Indemnification Agreement. Failure to sign this agreement will result in the application being considered incomplete and withheld from further processing.

INDEMNIFICATION AGREEMENT

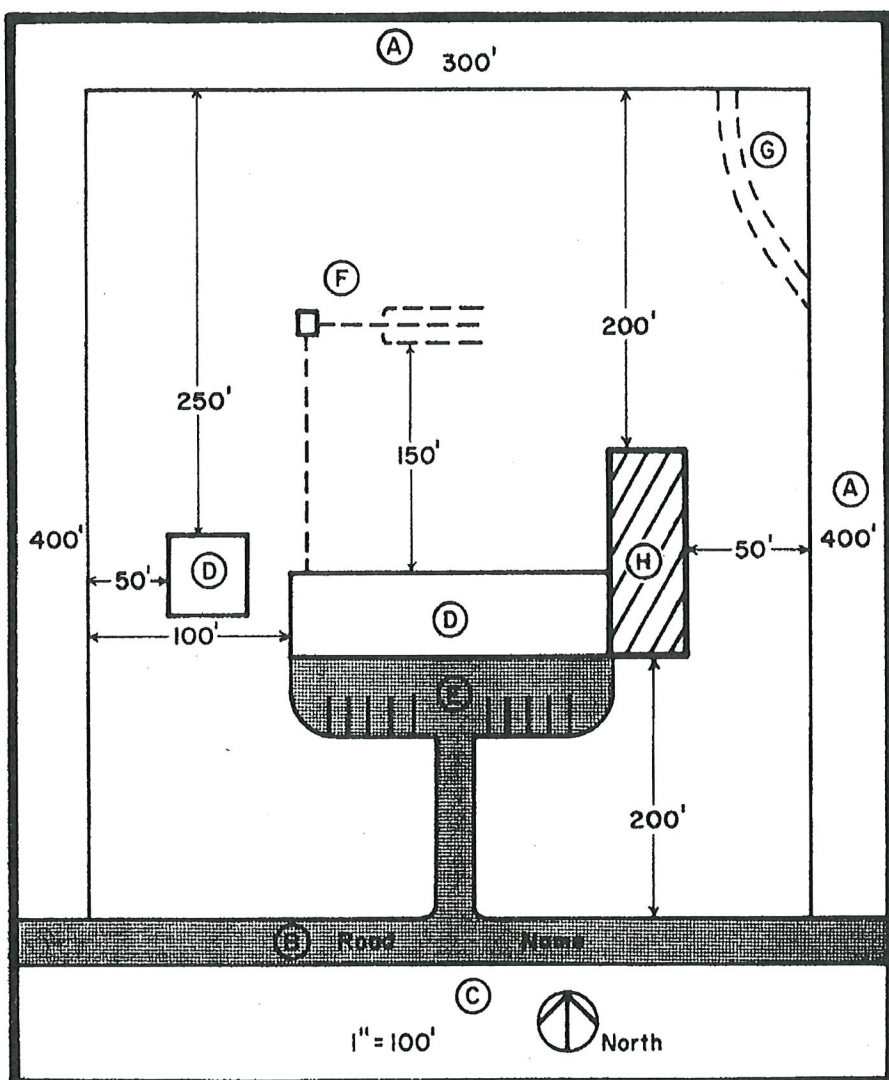
As part of this application, applicant agrees to defend, indemnify, release and hold harmless the County of Mendocino, its agents, officers, attorneys, employees, boards and commissions, as more particularly set forth in Mendocino County Code Section 1.04.120, from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or adoption of the environmental document which accompanies it. The indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the County, its agents, officers, attorneys, employees, boards and commissions.

Date: _____

5/21/25

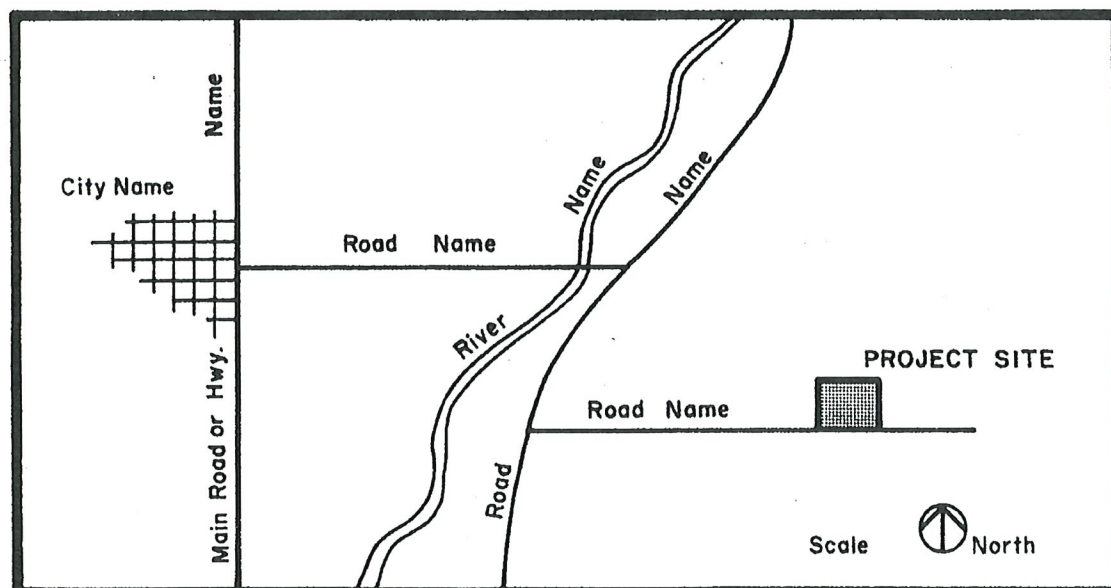
Stephan Pasualacqua
Applicant

Sample Plot Plan



- A. Parcel Shape and Dimensions.
- B. Adjacent Streets.
- C. North Arrow and Scale.
- D. Existing Buildings including distance from property lines.
- E. Driveways, Parking and Loading Areas.
- F. Existing and proposed septic system and wells including distances from structures.
- G. Easements and Utility lines (power, sewer, water etc.).
- H. Proposed structure or addition including distance from property lines.

Sample Location Map



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Stephan R. Passalacqua and Angelia N.
Passalacqua
P.O. Box 2065
Santa Rosa, CA 95405

2004-15204
Recorded at the request of
FIRST AMERICAN TITLE CO
07/08/2004 03:10P
Fee: 10.00 No of Pages: 2

OFFICIAL RECORDS
Marsha A Wharff, Clerk-Recorder
Mendocino County, CA

Space Above This Line for Recorder's Use Only

A.P.N.: 013-300-58

File No.: 2303-1415983 (MC)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$374.00; CITY TRANSFER TAX \$0.00;
SURVEY MONUMENT FEE \$

- [☒] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[☒] unincorporated area; [] City of , and

\$20.00
PAID
PCO FILED
Exempt

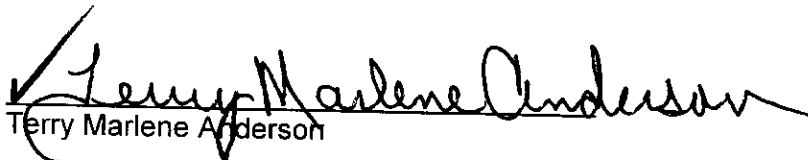
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Terry Marlene Anderson, an unmarried woman as her sole and separate property**

hereby GRANTS to **Stephan R. Passalacqua and Angelia N. Passalacqua, husband and wife as community property with right of survivorship**

the following described property in the unincorporated area of , County of **Mendocino**, State of **California**:

Parcel 2, of the Parcel Map filed February 17, 1978 in Map Case 2, Drawer 32, page 2, Mendocino County Records.

Dated: 06/25/2004


Terry Marlene Anderson

 2004-15204
Pg: 1/2

Mail Tax Statements To: **SAME AS ABOVE**

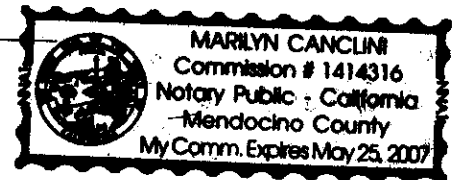
STATE OF California }
COUNTY OF Mendocino } ss.
}

On July 1, 2004
me, Marilyn Canclini, before
appeared Terry Marlene Anderson personally
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*This area for official
notarial seal*

Signature

My Commission Expires: May 25, 2007Notary Name: Marilyn CancliniNotary Phone: 707 964 4729Notary Number: 144316Registration County of Principal Place of
Business: Mendocino



«DUPONT»
Tyvek
HomeWrap

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NO
TRESPASSING

3
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9
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APPLICABLE CODES

- 2022 California Residential Code (CRC)
- 2022 California Building Code (CBC)
- 2022 California Mechanical Code (CMC)
- 2022 California Electrical Code (CEC)
- 2022 California Plumbing Code (CPC)
- 2022 California Energy Code
- 2022 California Green Building Standards Code (CalGreen)

ABBREVIATIONS

CONC.	CONCRETE	N.I.C.	NOT IN CONTRACT
CLR.	CLEAR	O.C.	ON CENTER
(E)	EXISTING	OPP.	OPPOSITE
E.N.	EDGE NAIL	PM	PROJECT MANUAL
F.F.	FINISH FLOOR	SIM.	SIMILAR
F.N.	FIELD NAIL	S.S.D.	SEE STRUCTURAL DOCUMENTS
F.O.	FACE OF	T.B.D.	TO BE DETERMINED
F.O.S.	FACE OF STUD	T.O.	TOP OF
O.F.O.S.	OUTSIDE FACE OF STUD	T.O.P.	TOP OF PLATE
I.F.O.S.	INSIDE FACE OF STUD	T.O.C.	TOP OF CONC.
G.S.M.	GALVANIZED SHEET METAL	T.O.S.	TOP OF SLAB
H.A.P.	HEIGHT ABOVE PLATE	TYP.	TYPICAL
HDR.	HEADER	U.N.O.	UNLESS NOTED OTHERWISE
(N)	NEW	W.R.B.	WATER RESISTANT BARRIER
N.T.S.	NOT TO SCALE		

GENERAL NOTES

- ALL WORK ON THIS PROJECT SHALL CONFIRM TO THE LATEST ADOPTED EDITIONS OF THE CBC, CPC, CMC, CEC, CFC, CRC, CALIFORNIA GREEN BUILDING STANDARDS CODE AND ANY OTHER APPLICABLE LOCAL CODES AND ORDINANCES.
- ADJUSTMENTS TO ANY PART OF THESE PLANS SHALL BE APPROVED BY THE OWNER AND THE ARCHITECT.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS. WRITTEN DIMENSIONS ARE TO BE USED, DO NOT SCALE THESE PLANS.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE WORK. EXCLUSION OF AN ITEM DOES NOT IMPLY OMISSION. THE CONTRACTOR SHALL COMPLY WITH THE SPIRIT AND INTENT OF THESE DOCUMENTS AND SHALL COMPLETE THE WORK SATISFACTORILY AND IN A MANNER ACCEPTABLE TO THE OWNER AND THE ARCHITECT. THESE DOCUMENTS ILLUSTRATE THE MINIMUM ACCEPTABLE STANDARDS OF CONSTRUCTION AND THE CONTRACTOR SHALL MEET OR EXCEED NORMAL CONSTRUCTION TECHNIQUES AND STANDARDS FOR A BUILDING OF THIS TYPE.
- MANUFACTURED MATERIALS, EQUIPMENT, ETC. SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS UNLESS OTHERWISE NOTED.
- SHOP AND FIELD WORK SHALL BE PERFORMED BY MECHANICS AND WORKMEN SKILLED AND EXPERIENCED IN THE FABRICATION AND INSTALLATION OF THE WORK INVOLVED.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE BEST PRACTICES OF THE VARIOUS TRADES INVOLVED.
- ALL WORK SHALL BE ERECTED AND INSTALLED PLUMB, LEVEL, SQUARE, AND TRUE IN PROPER ALIGNMENT. FOR KEEPING THESE UTILITY COMPANIES APPRISED OF HIS WORK SCHEDULE.
- UPON COMPLETION OF THE WORK, CONTRACTOR SHALL NOTIFY ARCHITECT, WHO WILL COMPILE A "PUNCH LIST" FOR CORRECTIONS. THE ARCHITECT'S FINAL ACCEPTANCE WILL BE CAUSE FOR FINAL PAYMENTS UNDER TERMS OF THE OWNER/CONTRACTOR AGREEMENT.
- THE PROJECT SHALL BE LEFT COMPLETELY CLEAN AND CLEAR TO THE SATISFACTION OF THE OWNER.
- ALL WORK AND MATERIALS SHALL BE GUARANTEED AGAINST DEFECTS IN DESIGN OR WORKMANSHIP FOR AT LEAST ONE (1) YEAR FROM FINAL PAYMENT FROM OWNER.
- ALL DIMENSIONS ARE TO FACE OF STUD, OR FACE OF CONCRETE UNLESS OTHERWISE NOTED
- CONDITIONS SHOWN HEREIN ARE BASED ON INFORMATION SUPPLIED BY THE OWNER AND INFORMATION OBTAINED BY STUDIO ECESIS. BECAUSE THESE DOCUMENTS ARE A COMBINATION OF THESE TWO SOURCES, THE CONTRACTOR SHALL VERIFY ALL CONDITIONS OF THE SITE AND RELATIONSHIP OF THE BUILDINGS TO THE SITE.
- DIMENSIONS NOTED "CLEAR" OR "CIR" ARE MINIMUM REQUIRED FINISHED DIMENSIONS AND MUST BE ACCURATELY MAINTAINED.
- THESE PLANS ARE NOT INTENDED TO SHOW THE METHOD AND MEANS OF EXECUTION OF THE WORK WHICH ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK AND SHALL BE RESPONSIBLE FOR KEEPING THESE UTILITY COMPANIES APPRISED OF HIS WORK SCHEDULE.
- THESE PLANS SHALL NOT BE JUDGED COMPLETE UNTIL ISSUANCE OF A BUILDING PERMIT.
- REUSE EXISTING MATERIAL WHERE POSSIBLE IF IT IS IN GOOD CONDITION.
- TEMPORARY BRACING AND SHORING NECESSARY TO SUPPORT ANY PORTION OF THE STRUCTURE DURING CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR.
- WHILE THE JOB IS ACTIVE, THE ARCHITECT WILL VISIT THE SITE AT INTERVALS APPROPRIATE TO THE STAGE OF CONSTRUCTION TO BECOME GENERALLY FAMILIAR WITH THE PROGRESS AND QUALITY OF THE WORK. THESE INTERVALS WILL BE AT LEAST ONCE A MONTH.
- ALL EXTERIOR STEEL HARDWARE TO BE STAINLESS STEEL UNLESS OTHERWISE NOTED.
- PROPERLY SEASON AND/OR PREP ALL REDWOOD TO AVOID STAINING PRIOR TO PAINTING.
- USE INTERIOR PAINT SPECIFICALLY DESIGNED FOR MILDEW PROTECTION.
- ALL DAMAGE CAUSED BY RECENT WIND STORM WILL BE REPLACED WITH COMPONENTS MEETING APPLICABLE CODES.

PROJECT INFO

OWNER: STEPHAN PASSALACQUA
PROJECT DESCRIPTION: FACADE, ROOF AND DECK REPAIR WITH ACCOMPANYING FOUNDATION RETROFIT.
APN: 013-300-58
ZONING: RV
LOT SIZE: 21 ACRES
OCCUPANCY TYPE: R
TYPE OF CONSTRUCTION: VN
NUMBER OF STORIES: 2
ENCLOSED SQUARE FOOTAGE: 2046 SQ. FT.
UPPER PORCH: 176 SQ. FT.
LOWER PORCH: 189 SQ. FT.

INDEX

A0.0	Cover Sheets
A2.0	Existing Floor Plans
A2.1	Demolition Floor Plans
A2.2	Proposed Floor Plans
A3.0	Existing Elevations
A3.1	Existing Elevations
A3.2	Proposed Elevations
A3.3	Proposed Elevations
A8.0	Exterior Details
A8.1	Exterior Details
A9.1	Specifications
A9.2	Specifications
A9.3	Specifications
S1.0	General Stuctural Notes, Specifications and Details
S2.0	Foundation and 1st Floor Framing Plan
S3.0	2nd Floor and Roof Framing Plans
S4.0	Foundation and First Floor Framing Details
S5.0	Floor and Roof Framing Details

PROJECT TEAM

ARCHITECT

MICHAEL COBB
STUDIO ECESIS | ARCHITECTURE
711-D HEALDSBURG AVE.
HEALDSBURG, CA 95448
(707) 849-4504
MCobb@STUDIOECESIS.COM

STRUCTURAL ENGINEER

RANDY GIROUARD
SOLA STRUCTURAL ENGINEERING
P.O. BOX 1105
UKIAH, CA 95425
OFFICE: (707) 894-5894
MOBILE: (707) 477-5119
RANDY@SOLA-SE.COM

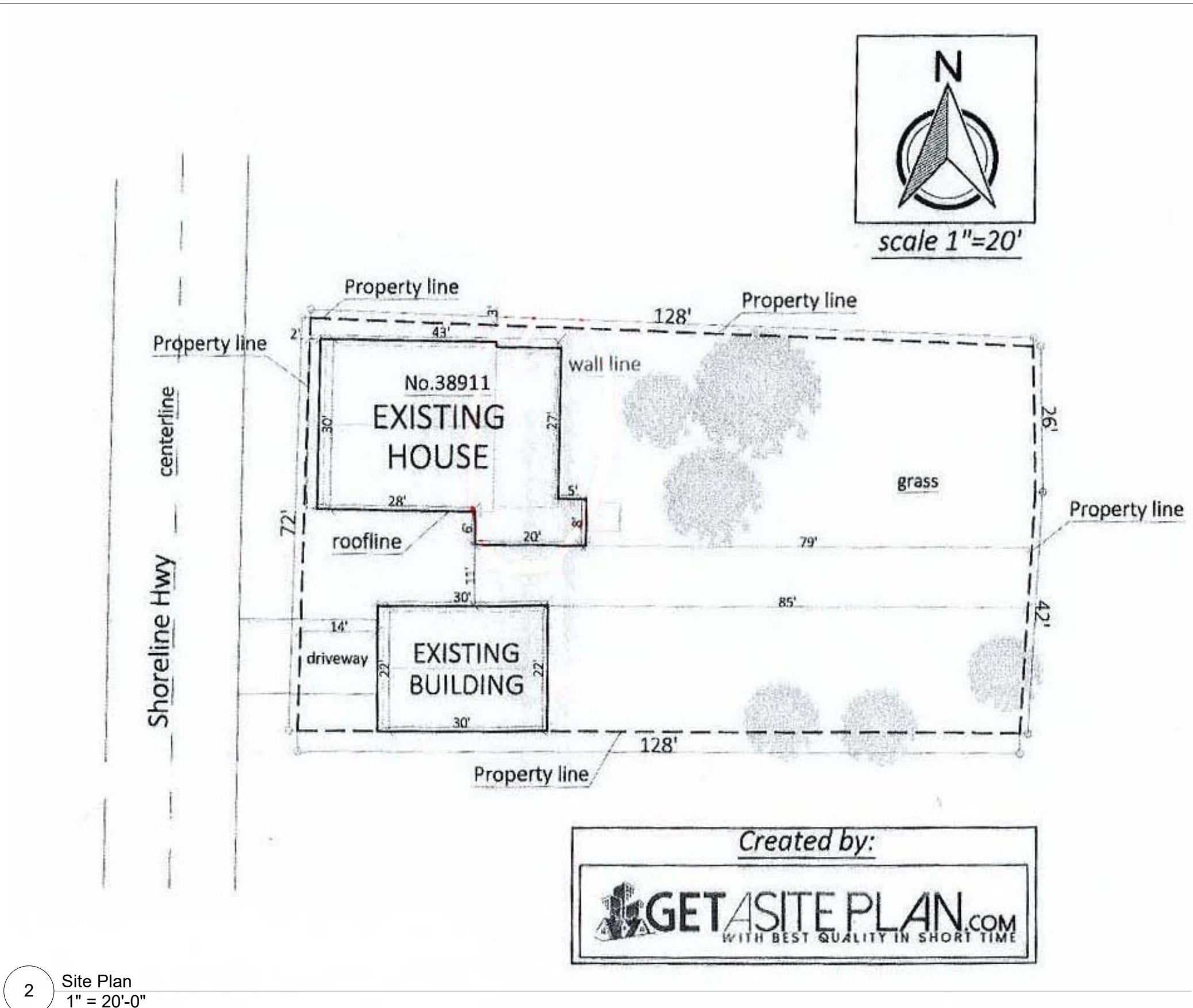
GEOTECHNICAL CONSULTANT

BILL WIGGINS
TRANS TECH CONSULTANTS
930 SHILOH RD, BLDG 44, SUITE J
WINDSOR, CA 95492
OFFICE: (707) 837-8408
CELL: (707) 478-2097
BWIGGINS@TRANSTECHCONSULTANTS.COM

VICINITY MAP



SITE PLAN



STUDIO
ECESIS
ARCHITECTURE
7 0 7 • 8 4 9 • 4 5 0 4
INFO@STUDIOECESIS.COM
WWW.STUDIOECESIS.COM

38911 HIGHWAY 1 REPAIR

38911 Hwy 1 Westport, CA

Cover Sheets

Revisions	Revisions	Date
No.		

Job Number
003-214

Project Architect
Checker

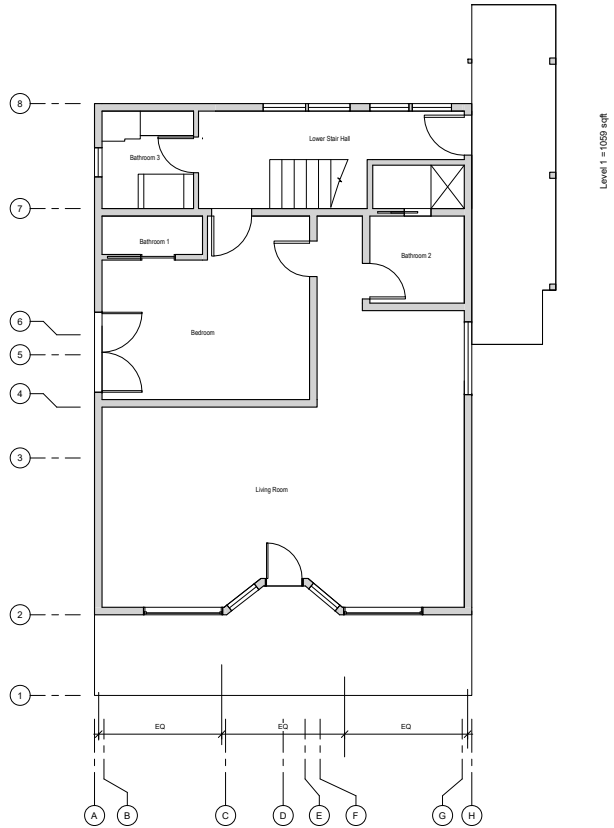
Drawn By
Author

Date
8/20/24

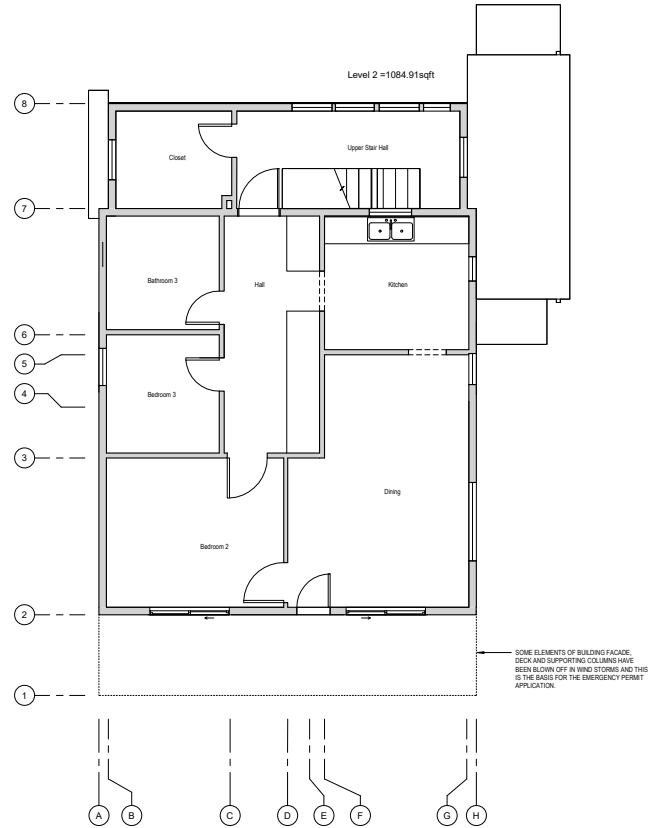
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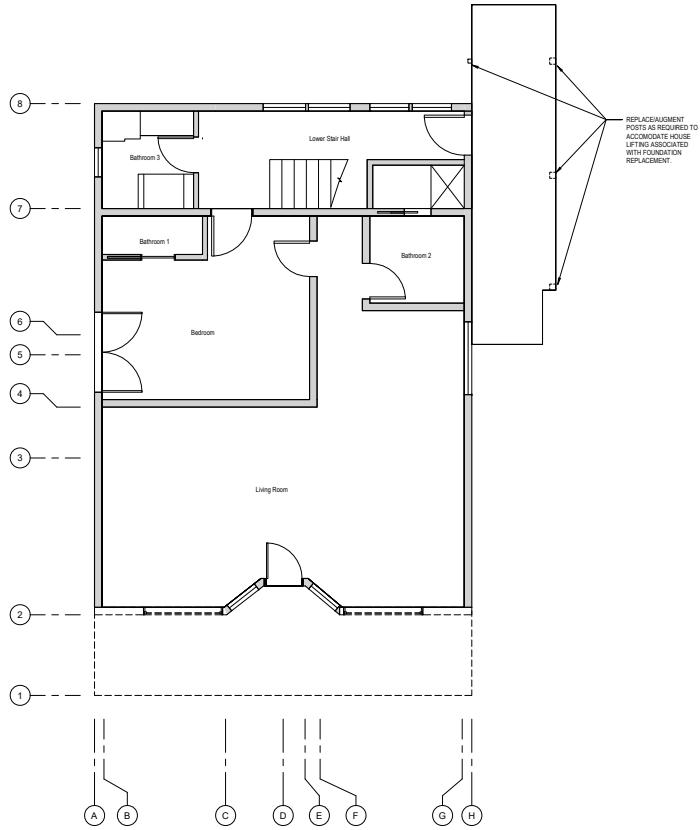
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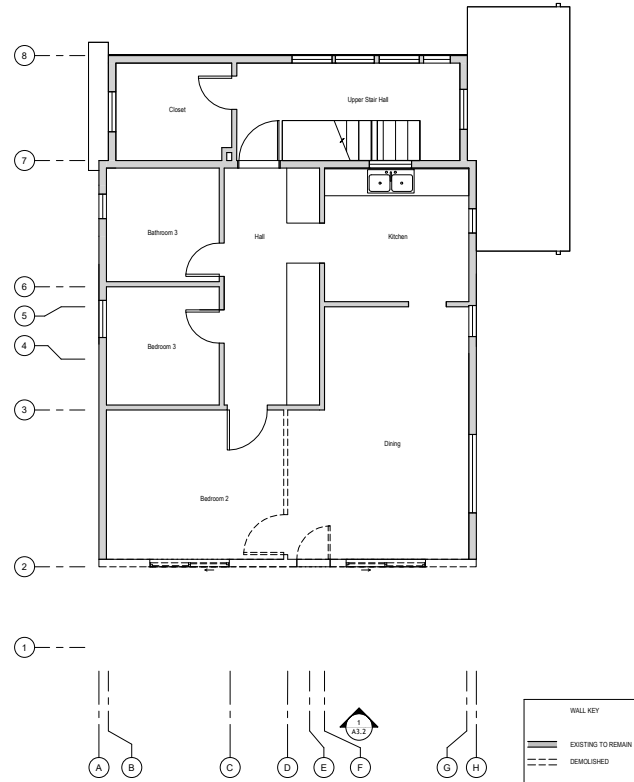
1 Existing First Floor Plan
1/4" = 1'-0"



2 Existing Second Floor Plan
1/4" = 1'-0"



1 Existing First Floor Plan Copy 1
1/4" = 1'-0"

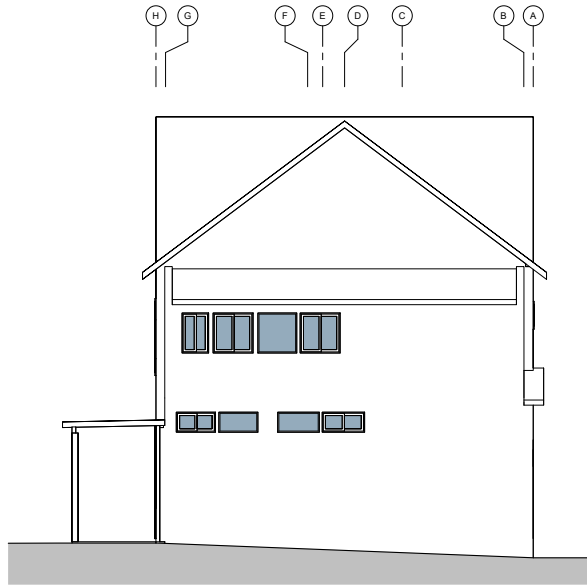


2 Existing Second Floor Plan Copy 1
1/4" = 1'-0"

C:\Users\Michael.Cole\Documents\38911 Highway 1 Repair\38911 Highway 1 Repair\DWG\38911 Highway 1 Repair.dwg



1 North Elevation
1/4" = 1'-0"



2 East Elevation
1/4" = 1'-0"

STUDIO
ECESIS
ARCHITECTURE
707.845.4554
INFO@STUDIOECESIS.COM
WWW.STUDIOECESIS.COM

38911 HIGHWAY 1 REPAIR

38911 Hwy 1 Weavert, CA

Existing Elevations

Revisions
No. Revisions Date

Job Number
003-214

Project Architect
Checker

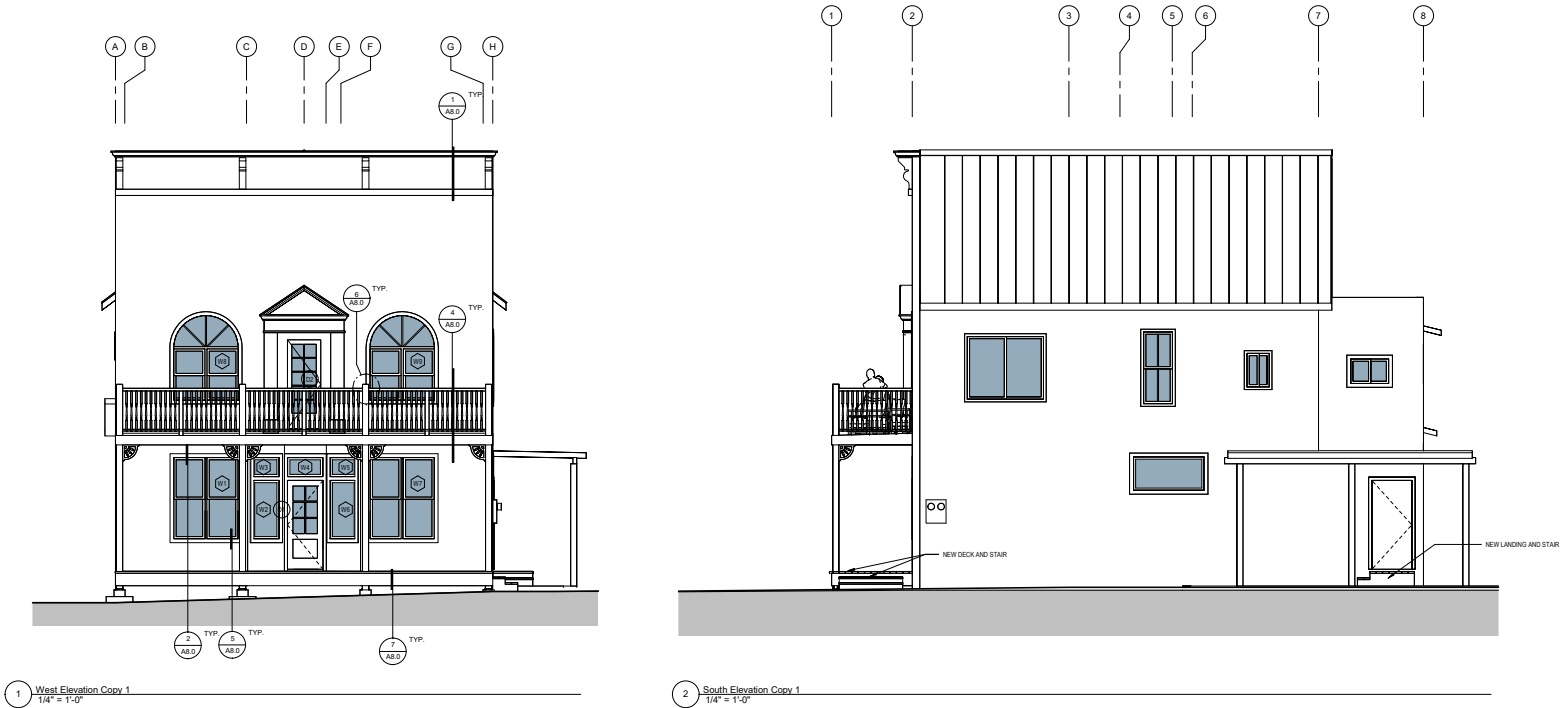
Drawn By
Author

Date
8/20/24

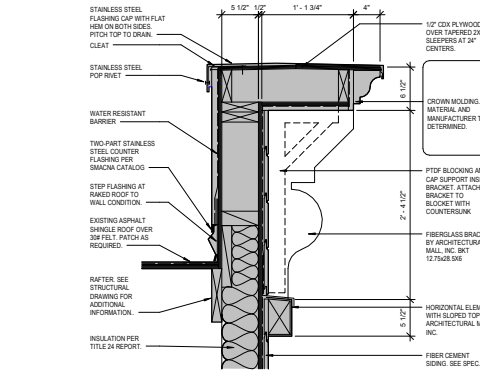
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of

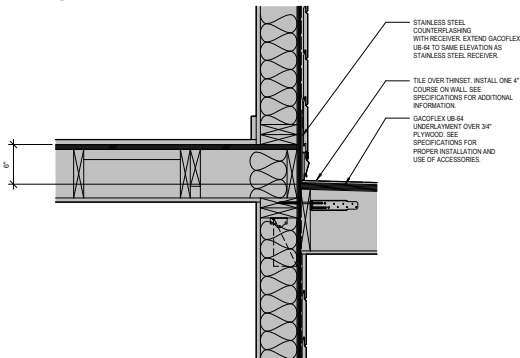
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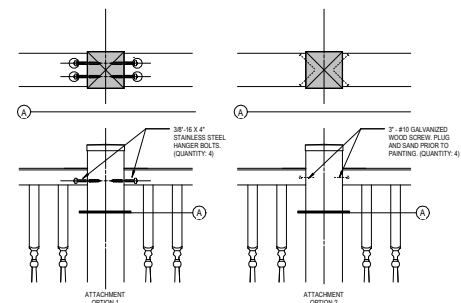
Window Schedule							
Window Mark	Manufacturer	Width	Height	Operation	Exterior Finish	Interior Finish	
W1	Loewen	4' - 11 5/8"	6' - 3"	Double Hung Pair	Aluminum Cladding with Linen Kynar Finish	Douglas Fir with Linen Paint Finish	
W2	Loewen	2' - 7"	4' - 6"	Casement	Aluminum Cladding with Linen Kynar Finish	Douglas Fir with Linen Paint Finish	
W6	Loewen	2' - 7"	4' - 6"	Casement	Aluminum Cladding with Linen Kynar Finish	Douglas Fir with Linen Paint Finish	
W9	Loewen	5' - 0"	6' - 6"	Round Top over Double Hung Pair	Aluminum Cladding with Linen Kynar Finish	Douglas Fir with Linen Paint Finish	
W3	Loewen	2' - 7"	1' - 6 1/2"	Awning	Aluminum Cladding with Linen Kynar Finish	Douglas Fir with Linen Paint Finish	
W5	Loewen	2' - 7"	1' - 6 1/2"	Awning	Aluminum Cladding with Linen Kynar Finish	Douglas Fir with Linen Paint Finish	
W4	Loewen	2' - 9"	1' - 6 1/2"	Awning	Aluminum Cladding with Linen Kynar Finish	Douglas Fir with Linen Paint Finish	
W8	Loewen	5' - 0"	6' - 6"	Round Top over Double Hung Pair	Aluminum Cladding with Linen Kynar Finish	Douglas Fir with Linen Paint Finish	
W7	Loewen	4' - 11 5/8"	6' - 3"	Double Hung Pair	Aluminum Cladding with Linen Kynar Finish	Douglas Fir with Linen Paint Finish	
Door Schedule							
Door Mark	Width	Height	Manufacturer	Operation	Comments	Exterior Finish	Interior Finish
D1	2' - 8"	6' - 8"	Loewen	LH	1 3/4" Thick Six Panel Painted Wood Door	Aluminum with Linen Kynar Finish	Douglas Fir with Linen Paint Finish
D2	2' - 6"	6' - 8"	Loewen	RH	1 3/4" Thick 10 Lite Dual Glazed Fiberglass Door	Aluminum with Linen Kynar Finish	Douglas Fir with Linen Paint Finish
D3	2' - 10"	6' - 8"	T.M. COBB OR APPROVED EQUAL	RH	1 3/8" Solid Core Wood Door	TBD	TBD



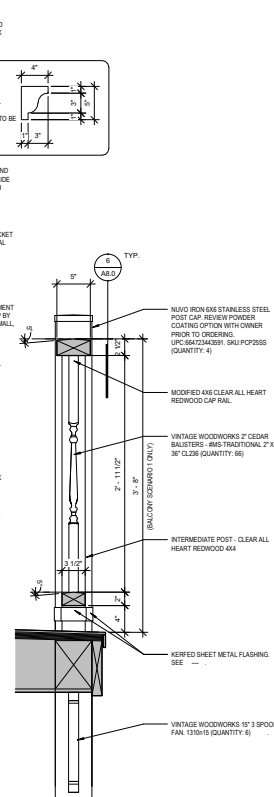
1 Roof to Upper Wall Detail
1 1/2" = 1'-0"



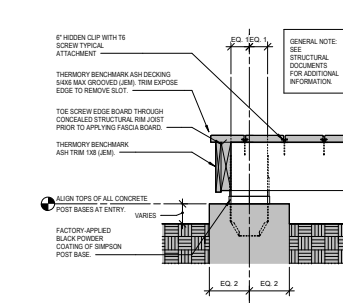
3 Balcony Scenario 1 - Wall to Waterproof Balcony
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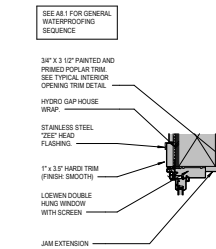
6 Guardrail Cap Attachment to Primary Gaurdail Posts - Both Balcony Scenarios
1 1/2" = 1'-0"



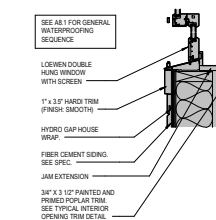
4 Balcony Scenario 1 - Waterproof Balcony to Continuous Guardrail and Post
1 1/2" = 1'-0"



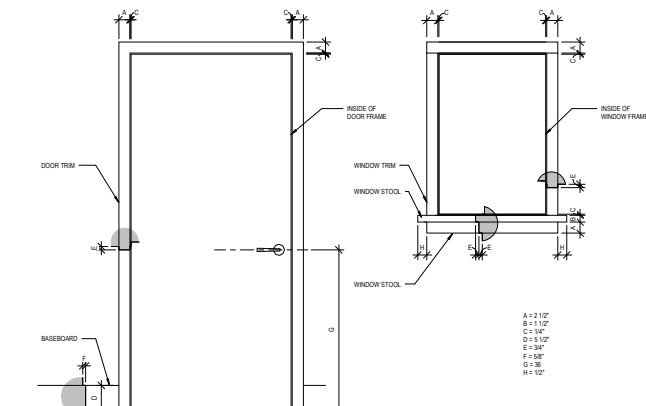
7 Edge of Entry Porch
1 1/2" = 1'-0"



2 Typical Window Head
1 1/2" = 1'-0"



5 Typical Window Sill
1 1/2" = 1'-0"



8 Typical Interior Opening Trim
1" = 1'-0"

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SECTION 01 33 00 - SUBMITTALS

PART 1 GENERAL

1.1 SUMMARY

- A. Schedule and provide submittals requiring Client approval before acquiring the material or equipment covered hereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

1.2 DEFINITIONS

A. Samples

1. Fabricated or unlabeled physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.
2. Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.
3. Field samples and mock-ups constructed on the project site establish standards ensuring work can be judged. Includes assemblies or portions of assemblies that are to be incorporated into the project and those that will be removed at conclusion of the work.

B. Shop Drawings

1. Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.
2. Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.
3. Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

C. Test Reports

1. Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of contract award for the project.
2. Report that includes findings of a test required to be performed on an actual portion of the work or proto-type prepared for the project before shipment to job site.
3. Report that includes findings of a test made at the job site or on sample taken from the job site, on por- tion of work during or after installation.
4. Investigation reports
5. Daily logs and checklists
6. Final acceptance test and operational test procedure
- D. Product Data
1. Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illus- trating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.
2. Samples of warranty language when the contract requires extended product warranties.

PART 2 PRODUCTS

2.1 Variations from the Accepted Design

- A. Architect's approval and the Client's concurrence are required for any proposed variation from the accepted design that still complies with the contract before the Contractor is authorized to proceed with material acquisition or installation. The Contractor and the Architect may discuss a submitted proposal a variation if necessary to facilitate the project schedule, before official submission to the Client. However, the Client reserves the right to review the submitted before providing an opinion. In any case, the Client will not formally agree to or provide a preliminary opinion on any variation without the Architect's approval or recommended approval. The Client reserves the right to reject any design, variation that may affect furniture, furnishings, equipment selections, or operational decisions that were made, based on the reviewed and concerned design.

2.2 Substitutions

- A. Unless otherwise or prohibited provided for elsewhere in the contract, where the Accepted Proposal named products, systems, materials or equipment by manufacturer, brand name, model number, or other specific identification, and the Contractor desires to substitute a manufacturer or model after award, submit a requested substitution for Client's concurrence. Include substantiation, through identifying information and the Architect's Approval. That the substitute meets the contract requirements and that it is equal in function, performance, quality, and salient features to that in the accepted contract proposal.

B.

PART 3 EXECUTION

3.1 Ordering

- A. Sample Submittals are intended to confirm the validity of a building products and as such should be approved by the Architect and Client prior to the Contractor ordering of this product in bulk quantities.

END OF SECTION

SECTION 02 41 16 - STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Structure Demolition:

1. Demolition of designated building structures.
2. Demolition of designated site improvements including paving, cutting, site walls, and utility structures.
3. Demolition of below-grade foundations and site improvements to depth to avoid conflict with new con- struction or site work.
4. Removal of hollow items or items which could collapse.
5. Salvage of designated items.
6. Protection of site work and adjacent structures.
7. Disconnection, capping, and removal of utilities.
8. Pollution control during building demolition, including noise control.
9. Removal and legal disposal of materials.
10. Protection of designated site improvements and adjacent construction.
11. Interruption, capping or removal of utilities as applicable.

B. Hazardous Materials:

1. Contractor to review site prior to commencement of work, and removed under separate bid to com-

menement of contract.

C. SUBMITTALS

1. Submit under provisions of Section 01 33 00 - Submittals.
2. Schedule: Submit for approval demolition schedule, including schedule and methods for capping utilities to be abandoned and maintaining existing utility service.

D. QUALITY ASSURANCE

1. Codes and Regulations: Comply with governing codes and regulations. Use experienced workers.

E. PRE-INSTALLATION MEETINGS

1. Convene minimum two weeks prior to starting work of this section.

F. SEQUENCING

1. Immediate areas of work will not be occupied during demolition. The public, including children, may occupy adjacent areas.
2. No responsibility for buildings and structures to be demolished will be assumed by the Owner.
3. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

PART 2 PRODUCTS - Not applicable to this Section

2.1 EXECUTION

A. STRUCTURE DEMOLITION

1. Demolition Operations: Do not damage building elements and improvements indicated to remain. Items of salvage value, not included on schedule of salvage items to be returned to Owner, shall be removed from structure. Storage or sale of items at project site is prohibited.
2. Utilities: Locate, identify, document, and seal or cap off utilities in buildings to be demolished.
3. Shoring and Bracing: Provide and maintain interior and exterior shoring and bracing.
4. Occupied Spaces: Do not close or obstruct streets, walks, drives or other occupied or used spaces or facilities without the written permission of the Owner and the authorities having jurisdiction. Do not inter- rupt utilities serving occupied or used facilities without the written permission of the Owner and authori- ties having jurisdiction. If necessary, provide temporary utilities.
5. Operations: Cease operations if public safety or remaining structures are endangered. Perform tempo- rary corrective measures until operations can be continued properly.
6. Security: Provide adequate protection against accidental trespassing. Secure project after work hours.

2.2 SCHEDULE

A. Items for Protection During Demolition:

1. Interior finishes of western-most rooms.

B. Items to be Salvaged for Reinstallation:

1. None

C. Items to be Salvaged for Delivery to Owner:

1. None

D. Utilities Requiring Interruption, Capping, or Removal:

1. Electric.

END OF SECTION

SECTION 03 00 00 - CONCRETE

See Structural Drawings

END OF SECTION

SECTION 06 10 00 - ROUGH CARPENTRY

See Structural Drawings

SECTION 06 15 00 - THERMALLY MODIFIED WOOD DECKING

PART 1 GENERAL

1.1 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.
- C. Store materials in a flat, dry, warm, ventilated weatherlight location.

1.2 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by man- ufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.1 Thermally Modified Wood Decking:

A. Species: White Ash.

- B. Nominal size: 1 x 6 inches.

C. Actual size: 0.79 inches thick x 5.9 inches wide.

- D. Coverage: 5.9 inches.

E. Profile: Tongue and groove edges, joint end matched (JEM).

F. Color: Exotic Brown.

G. Surface texture: Smooth.

H. Finish: Pre-treated with Oxide Extreme

- I. Installation type: Hidden.

- J. Installation method: 16 dips.

2.2 ACCESSORIES

- A. Hidden Clips: Decking manufacturer's standard.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Decking Installation Method: Hidden dips
- C. Place decking to span two or more supports.
- D. Stagger decking end joints in adjacent rows.
- E. Anchor decking to supports.
- F. Install Trim using face screw method.

END OF SECTION

SECTION 07 18 13 - GAOCEFLEX UB-64 MEMBRANE FOR THIN-SET TILE ON PLYWOOD OR CONCRETE DECKS

PART 1 GENERAL

1.1 SUMMARY

- A. GaoFlex UB-64 Elasticomeric Coating provides a waterproofing membrane suitable to be overlaid with thin-set ceramic tile. Thin set tile adhesives, setting materials and grouts not covered in this specification shall become- mended by the manufacturer of these materials as suitable for exterior weather exposures including freeze-thaw- cycling when applicable.
- B. GaoFlex U-5677 Sealer, GaoFlex E-5320 Primer and GaoFlex UB-64 Polyurethane base coat products listed in this application have been manufactured in compliance with ANSI A118.10-89 and have been certified by IFMAI to comply with applicable sections of the Uniform Plumbing Code and International Plumbing Code.
- C. This specification is prepared in brief form so it can be used verbatim in the waterproofing section. It is necessary only to make the selections indicated to complete it. GaoFlex Western's General Instructions, which are incorporated by reference, provide specific detailed instructions for the guidance of contractors and inspectors.

1.2 RELATED SECTIONS

- A. Drains, vents and penetrations: Division 07 22 00

- B. Cash-In-Place Concrete: Division 03 30 00

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's standard submittal package including specification, installation instruc- tions, and general information for each waterproofing material.
- B. Applicator Qualifications: Submit current "Qualified Applicator" Certificate from the specified waterproofing man- ufacture.

1.4 QUALIFICATIONS

- A. Primary waterproofing materials shall be products of a single manufacturer. Secondary materials shall become- mended by the primary manufacturer. Manufacturer shall have a minimum of 10 years experience in the manu- facture of materials of this type.
- B. Applicators shall have a minimum of 5 years experience in the application of waterproofing materials of the type specified. Applicator shall possess a current "Qualified Applicator" Certificate from the specified waterproofing manufacturer.
- C. Pre-Bid Conference: 10 working days prior to the bid opening, there is to be a mandatory Pre-Bid Conference. Anyone not attending the Pre-Bid Conference will not be allowed to bid the project. All products considered an equal to the specified product or any changes in the scope of work installation or specifications must be presented at the Pre-Bid Conference. If a change in the specifications is accepted, it will be considered as an alternate and will be presented as a bid amendment issued 5 working days prior to the bid opening. No other changes to the specification or bid documents will be accepted.
- D. Pre-Installation Conference: Prior to commencement of the fluid applied waterproofing system, meet at the site with a representative of the coating manufacturer, waterproofing contractor, general contractor, architect and other parties affected by this section. Review methods and procedures, substrate conditions, scheduling and safety.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store all coating materials in their original unopened containers at 50° - 80°F (10° - 26°C) until ready for use.
- B. Follow the specific handling or storage requirements of the manufacturer for cold weather, hot weather, etc.
- C. Safety: Refer to all applicable data, including, but not limited to MSDS, PDS, product labels and specific instruc- tions for specific personal protection requirements.
- D. Ventilation: Provide adequate ventilation to prevent the accumulation of hazardous fumes during the application.
- E. Environmental requirements: Proceed with the work of this section only when existing and forecasted weather- conditions will permit the application to be performed in accordance with the manufacturer's recommendations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:

- Gao Western LLC, www.gao.com

- 800-456-4226

2.2 MATERIALS

- A. Polyurethane Coating: GaoFlex UB-64 Polyurethane Coating
- B. Sealer: GaoFlex U-5677 Polyurethane Sealer. Alternative Concrete Sealer: For areas vulnerable high vapor drive seal with GaoFlex E-6990 High Solids Sealer.
- C. Primer: GaoFlex E-5320 Epoxy Primer. Alternative Primer: GaoFlex E-5511 Primer.

- D. Flashing and Joint Reinforcing Fabric: GaoFlex 66-8, GaoFlex NF-421 Neoprene Sheet Flashing and related materials as required for flashing drains, base angles, etc.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the plywood shall conform to U.S. DOC PS 1 or CSA-025 and shall carry the grade trademark of the Engineered Wood Association - APA/AB EXT or APA/AC EXT are acceptable. Underlayment grade ply- wood (APA/AC EXT Underlayment) with solid, plugged cross bands under the face veneer is recommended for commercial installations. Refer to Gao Western's General Instruction GW-2.3 for complete information on the installation and fastening of plywood.
- B. Unacceptable Grades: APA-C-D EXT, APA-C-C EXT, Exposure 1 markings, oriented strand board (OSB), wa- terboard and Luan or Mahogany plywood are NOT suitable substrates for liquid-applied coating systems. This is due to poor dimensional stability, weak glue lines which allow buckling or flitting of the top ply and excessive splintering, leached and raised surface grain.
- C. Verify that the substrate is ready to receive the work, the surface is clean, dry and free of surface contaminants that could affect the bond.
- D. Do not begin the work until the concrete substrate has cured 28 days and/or has achieved a moisture content of no greater than 6.8%.
- E. Prior to application of waterproofing perform calcium chloride test, to verify a moisture content of 6.8% or less has been established.
- F. Verify that the concrete meets the requirements of the coating manufacturer. Refer to Gao Western's General Instruction GW-2.1 for complete information on the installation and finishing of concrete.
- G. Verify with architect, general contractor and manufacturer that substrate conditions are acceptable to receive waterproofing application.

3.2 PREPARATION

- A. Clean the substrate to remove any dirt and surface contaminants. Refer to Gao Western's General Instructions GW-1-1, Surface Preparation.
- B. Protect all adjoining areas that are not to receive the fluid applied waterproofing.
- C. Provide a suitable work station to mix the coating materials.

3.3 INSTALLATION

- A. Technical Advice: The installation of this waterproofing membrane shall be accomplished in the presence of, or with the advice of the manufacturer's technical representative. Contact the nearest regional office for assis- tance.
- B. Concrete Sealer: Seal entire deck surface and all vertical or sloping surfaces of curbs, canals, parapets, etc., to receive coatings with one coat GaoFlex U-5677 Sealer at a rate of one gallon per 300 square feet (3.78 L / 27.9 m²). Allow a minimum of 4 hours but no more than 18 hours maximum prior to applying primer coat. All applications of U-5677 Sealer are to be top coated with either GaoFlex E-5320 Primer by sunned the same day.
- NOTE: High-humidity areas accelerate the rate of cure of GaoFlex U-5677 Sealer and can cause poor inter- coat adhesion if left without a top coat. After 24 hours intercoat adhesion can be poor.
- Alternative Concrete Sealer: For areas vulnerable high vapor drive seal with GaoFlex E-6990 High Solids Epoxy Primer. Use a squeegee to uniformly apply product over coverage area at a rate of one gallon per 150 square feet. Any excess product should be back rolled over entire area to ensure even application. Do not apply product if substrate is below 50°F or above 110°F.
- C. Concrete Primer: Apply one coat of GaoFlex E-5320 Primer by roller at an application rate of 1 gallon per 200 square feet (1.89 L / 9.3 m²). Allow the primer to completely dry with a minimum drying time of 4 hours. For maximum solvent resistance, use drying time directed in Gao Western's General Instructions GW-2.2. NOTE: If the primer cannot be scratched off with your finger nail, it is ready to receive the GaoFlex UB-64 Polyure- thane Coating.
- Alternative Concrete Primer: Apply one coat of GaoFlex E-5511 Primer/Sealer to all surfaces to receive the fluid applied waterproofing, except areas previously caulked, flashed or fabric reinforced. Apply at an application rate of one gallon per 150 sq. ft. (3.78 L / 13.9 m²) and allow it to dry at least 8 hours, but no more than 3 days before applying the base coat of GaoFlex UB-64 Polyurethane Coating.
- D. Flashing Tape: Apply GaoFlex UB-64 Polyurethane Coating by brush or roller in six inch (12.73 cm to 15.24 cm) wide strips coat centered over all joints, cracks and changes of plane to be taped. While this coat is still tacky, unroll GaoFlex 66-8 Flashing Tape into the coating and apply a top coat of GaoFlex UB-64 Polyure- thane Coating over the GaoFlex 66-8 Flashing Tape smothering out any wrinkles and/or foldouts.
- E. Polyurethane Base Coat: Apply one coat of GaoFlex UB-64 Polyurethane Coating at an application rate of 1 1/2 gallons per 100 sq. ft. (5.68 L / 9.3 m²) to all areas to receive fluid applied waterproofing, including areas previously caulked, flashed or fabric reinforced. Achieve an application rate of 18 dry mils.
- Note: Allow the base coat to cure for at least 8 hours, but no more than 72 hours before applying the second coat of GaoFlex UB-64 Polyurethane Coating. If 72 hours have elapsed, apply GaoFlex U-5677 Sealer at an application rate of one gallon per 300 square feet (3.78 L / 27.9 m²) as a bondfill coat.
- F. Polyurethane Finish Coat: Apply one coat of GaoFlex UB-64 Polyurethane Coating at a rate of 1 1/2 gallons per 100 sq. ft. (5.68 L / 9.3 m²) (24 mils wet (61 mm) to all areas to receive the fluid applied waterproofing, includ- ing areas previously caulked, flashed or fabric reinforced. Achieve an application rate of 18 dry mils.
- Note: Allow each coat to dry until tack free coating should be dry enough for foot traffic without damage before applying additional coating depending on weather conditions. In sunny conditions, avoid using black base coats since dark colors absorb heat quickly and may cause coating to blister or exhibit other film deficiencies.
- If the entire installation cannot be completed without interruption, complete the first coat of GaoFlex UB- 64 Polyurethane Coating to provide protection for the tape system and general areas. If interruption occurs, cleaning is essential to assure adhesion. Clean using a solvent alkaline cleaner or liquid detergent. Cleaning is necessary to remove any dirt accumulation.
- Allow the membrane to cure 24 hours, but no more than 72 hours prior to installing thin set tile. Most com- mercially available adhesives designed specifically for thin set tile are acceptable. However, a test sample is desired.

3.4 FIELD QUALITY CONTROL

- A. The contractor for work under this section shall maintain a quality control program specifically to verify compli- ance with this specification. A daily log shall be kept to record actions in the field.
- B. Thickness: Minimum over all dry film thickness of the completed fluid applied waterproofing system will average 38 mils (97 mm).

END OF SECTION

SECTION 07 25 00 - HYDROCAPS DRAINABLE HOUSEWRAP

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1.1 SCOPE

A. Exterior:

- 1. Fiber Cement Siding and Trim
- 2. Wood Elements
- 3. Decorative Fiberglass Elements

B. Interior:

- 1. Drywall
- 2. Ceiling

1.2 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Benjamin Moore
- B. PPG

2.2 MATERIALS

- A. Exterior Primer (2 coats).
 - 1. Fiber Cement Siding and Trim: PPG, Seal Grip Primer
 - 2. Wood Elements: Benjamin Moore Fresh Start Oil Based Primer 094
 - 3. Decorative Fiberglass Elements: Benjamin Moore Insul-X Six Primer
- B. Interior Primer (spray and backroll).
 - 1. Drywall: Benjamin Moore Insulux HB 2100 primer
 - 2. Ceiling: Benjamin Moore Fresh Start Water Based 046 primer
- C. Exterior Paint (2 coats)
 - 1. Benjamin Moore Aura
- D. Interior Paint (2 coats)
 - 1. Drywall: Benjamin Moore Regal (color TBD)
 - a. Finish: Matte
 - 2. Ceiling: Benjamin Moore Regal (color TBD)
 - a. Finish: Egg Shell

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean and sand all surfaces for smooth and proper application of primer
- B. Mask all adjacent materials as required to avoid any overspray on adjacent objects.
- C. Seal all joints as required to ensure proper waterproofing prior to applying primers.

3.2 INSTALLATION

- A. Install all paints and coatings per manufacturer's recommendations.

SECTION 26 00 00 - ELECTRICAL

PART 1 GENERAL

1.1 DESCRIPTION

- 1.2 Work included: Provide complete electrical as shown in the Drawings, specified herein, and as needed for a complete and proper installation.

PART 2 PRODUCTS

2.1 GENERAL

- A. Provide new materials of the type and quality specified. Where Underwriters' Laboratories, Inc. have established standards for such materials, provide only materials bearing the UL label.

2.2 MATERIALS

- A. Building Wire:
 - 1. For lighting and power wiring use non-metallic sheathed cable.
 - 2. Install all under slab, underground wiring in PVC conduit.
- B. Lighting Fixtures:
 - 1. Provide fixtures as shown in the Drawings and Electrical Schedule.
 - 2. Provide damp location listing whenever applicable.
- C. Lamps and Tubes: Provide products of one of the following:
 - 1. General Electric Company
 - 2. Sylvania Electric Company
 - 3. Westinghouse Electric Corporation
- D. Switching and Receptacles
 - 1. Switches: Quiet toggle, Eagle or Leviton, Residential Grade or better
 - a. Toggle Switch: Leviton Paddle
 - b. Dimmers: Leviton Rocker Slide Dimmer Switch
 - c. Plates: Leviton Decora Plus
 - 2. Receptacles:
 - a. Eagle or Leviton, Residential Grade or better
 - 3. Colors:
 - a. To be selected by Owner.
- E. Electrical Power Products

- 1. General Electric Company
- 2. Westinghouse Electric Corporation
- 3. Challenger

2.3 LIGHTING

- A. Wall Plates: Decora Plus

2.4 OTHER MATERIALS

- A. Provide GFI and other materials, not specifically described but required for a complete and proper installation as selected by the Contractor subject to the approval of the Architect.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Perform all work in accordance with applicable codes and ordinances, as well as manufacturer's instructions. Architect will locate all electrical work on site with electrician and General Contractor.
- B. Set all countertop convenience outlets above back splashes vertically unless indicated otherwise. Unless indicated otherwise, convenience outlets are centered 7" from the countertop. Switches are centered 48" from finished floor, set vertically. Use a single plate for all adjacent switches/outlets and gang exterior light switches separate from interior light switches.
- C. Floor convenience outlets should align with convenience outlet junction boxes already installed in existing walls.
- D. Use 1/2" deep pancake boxes for lights wherever wood framing must be notched.
- E. All roof and exterior wall penetrations, including exhaust systems, etc. are to be located by Architect.
- F. Upon completion of the work prepare a schedule indicating each outlet on each circuit and secure to back of electrical panel door.

3.2 TESTING AND INSPECTION

- A. Conduct a final test and inspection to verify that all components and equipment operate satisfactorily and as called for.

END OF SECTION

Revisions		
No.	Revisions	Date

Job Number
003-214

Project Architect
Checker

Drawn By
Author

Date
8/20/24

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STRUCTURAL NOTES

1. GENERAL

- CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE AND AS AMENDED BY THE COUNTY OF MENDOCINO.
- THESE NOTES APPLY TO ALL DRAWINGS AND PROVIDE UNLESS OTHERWISE NOTED OR SPECIFIED.
- VERIFY ALL EXISTING CONDITIONS AND PROVIDE DIMENSIONS AT JOB SITE. NOTIFY ENGINEER OF ANY DISCREPANCIES AND DO NOT PROCEED WITH AFFECTED WORK UNTIL THEY ARE RESOLVED. DO NOT SCALE DRAWINGS.
- UNLESS OTHERWISE SHOWN OR NOTED, ALL TYPICAL DETAILS SHALL BE USED WHERE APPLICABLE.
- SAFETY MEASURES: AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF THE PERSONS AND PROPERTY, PROVIDING NECESSARY SHIELDING AND BRACING, AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THESE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES.

2. STRUCTURAL DESIGN BASIS

- GENERAL DESIGN DATA
 - RISK CATEGORY II
 - ROOF LIVE = 20 PSF (REDUCE)
 - 1ST FLOOR LIVE = 50 PSF (RETAIL)
 - 2ND FLOOR LIVE = 40 PSF (RESIDENTIAL)
 - DECK LIVE = 60 PSF
- WIND DESIGN DATA
 - BASIC WIND SPEED 95 MPH
 - WIND EXPOSURE D
- SEISMIC DESIGN DATA
 - SEISMIC IMPORTANCE FACTOR $I = 1.0$
 - $S = 1.50$ $S = 0.40$
 - SEISMIC DESIGN CATEGORY D
 - SEISMIC WOOD STRUCTURAL PANEL SHEARWALLS $R = 4.5$
 - $C_s = 0.15$
 - DESIGN BASE SHEAR $0.15W$ (STRENGTH)
 - ANALYSIS PROCEDURE USED: UPP

3. SPECIAL INSPECTIONS, TESTING, AND STRUCTURAL OBSERVATIONS

- THE FOLLOWING SPECIAL INSPECTIONS AND TESTING SHALL BE PROVIDED AS REQUIRED BY THE 2019 CALIFORNIA BUILDING CODE CHAPTER 17. REFER TO STATEMENT OF SPECIAL INSPECTIONS FOR SPECIFIC REQUIREMENTS.
 - FOUNDATION EXCAVATIONS & FORMWORK
 - FOUNDATION REINFORCING PLACEMENT
- THE FOLLOWING STRUCTURAL OBSERVATIONS SHALL BE PERFORMED BY THE PROJECT ENGINEER OF RECORD OR AN APPROVED SUBSTITUTE.
 - EXISTING PERIMETER FRAMING AFTER STRUCTURE IS UPRIED OR CHAIR.
- THE OWNER NOT THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETAINING AN INDEPENDENT TESTING LAB TO COMPLY WITH ALL REQUIRED SPECIAL INSPECTION AND TESTING. A COPY OF ALL INSPECTION REPORTS SHALL BE SUBMITTED TO THE ENGINEER AND TO THE COUNTY OF MENDOCINO.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL INSPECTIONS & TESTING AND INSURING THAT SAID TESTING & INSPECTIONS IS PERFORMED TO THE SATISFACTION OF THE COUNTY INSPECTOR.
- PROVIDE MINIMUM 3 DAYS NOTICE TO ENGINEER OF RECORD FOR STRUCTURAL OBSERVATION SITE VISIT.

4. FOUNDATIONS

- THE FOUNDATION DESIGN IS BASED ON A DRAFT GEOTECHNICAL INVESTIGATION REPORT PREPARED BY TRANS TECH CONSULTANTS, DATED OCTOBER 22, 2021. THIS REPORT IS PART OF THE CONSTRUCTION DOCUMENTS AND ITS RECOMMENDATIONS ARE TO BE FOLLOWED DURING CONSTRUCTION. THE FOLLOWING NUMBERS HAVE BEEN USED FOR DESIGN.
 - ALLOWABLE D-11 SOIL BEARING = 1500 PSF
 - ALLOWABLE W OR E SOIL BEARING = 1500 PSF
 - ALLOWABLE LATERAL SOIL BEARING = 330 PCF
 - ALLOWABLE SOIL/CONCRETE FRICTION = 0.35
- A REPRESENTATIVE FROM TRANS TECH CONSULTANTS SHALL REVIEW AND APPROVE ALL FOUNDATION EXCAVATIONS.
- FOUNDATION EXCAVATIONS SHALL BE NEAT. OVER EXCAVATION IN WIDTH AND/OR DEPTH SHALL BE FILLED WITH CONCRETE. ALL LOOSE SOILS SHALL BE REMOVED FROM EXCAVATIONS PRIOR TO PLACEMENT OF CONCRETE. EXCEPT LOOSE SOIL BEYOND THE REQUIRED FILL DEPTH MAY BE TAMPED DOWN.
- DO NOT ALLOW WATER TO STAND IN TRENCHES. IF BOTTOMS OF TRENCHES BECOME SOFTENED DUE TO SOAK OR OTHER WATER BEFORE CONCRETE IS CAST, EXCAVATE SOFTENED MATERIAL AND REPLACE WITH PROPER COMPACTED BACKFILL OR CONCRETE AT DIRECTION OF GEOTECHNICAL ENGINEER.
- ALL EXCAVATIONS, FORMS AND REINFORCING ARE TO BE INSPECTED BY THE LOCAL BUILDING INSPECTOR PRIOR TO PLACING CONCRETE.

5. CONCRETE AND REINFORCING STEEL

- CONCRETE SHALL BE HARDWOOD CONCRETE, USING PORTLAND CEMENT TYPE OR II LOW ALKALINE. MIX DESIGN SHALL BE AS FOLLOWS.
 - MINIMUM 28-DAY COMPRESSIVE STRENGTH = 2500 PSI
 - MINIMUM CEMENT CONTENT = 4.5 SACKS/CY. FLYASH MAY BE SUBSTITUTED FOR UP TO 25% WEIGHT OF THE CEMENT CONTENT.
 - MINIMUM WATER-TO-CEMENT RATIO (W/C) = 0.50
 - AGGREGATE SIZE = MAXIMUM SIZE APPROPRIATE FOR FORM & REBAR CLEARANCE.
- ALL INSERTS, BOLTS, ANCHORS, AND REINFORCING SHALL BE SECURELY FASTENED IN PLACE PRIOR TO PLACING CONCRETE.
- NO MORE THAN 16 INCHES SHALL LEAVE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT.
- ALL REINFORCING STEEL CONFORM TO ASTM A615. BARS #4 AND LARGER SHALL BE GRADE 60. ALL OTHER BARS SHALL BE GRADE 40, UNLESS OTHERWISE NOTED.
- UNLESS OTHERWISE NOTED, MAINTAIN COVERAGE TO FACE OF BARS AS FOLLOWS.
 - CONCRETE IS DEPOSITED AGAINST EARTH. _____"3"
 - CONCRETE IS EXPOSED TO EARTH BUT FORMED. _____"2"

6. FRAMING LUMBER (UNLESS OTHERWISE NOTED)

- ALL FRAMING LUMBER SHALL BE GRADE SDR W18R GRADING RULES NO. 16 WITH MAXIMUM MOISTURE CONTENT OF 19% AT THE TIME OF INSTALLATION.
- ALL POSTS AND BEAMS SHALL BE DOUGLAS FIR, MINIMUM #1.
- ALL FLOOR, ROOF, AND CEILING JOIST SHALL BE DOUGLAS FIR, MINIMUM #2 GRADE.
- ALL STUDS, PLATES, ETC. SHALL BE DOUGLAS FIR, MINIMUM #2 GRADE.
- ALL FRAMING ABOVE GROUND AND EXPOSED TO WEATHER SHALL BE NATURALLY DURABLE WOOD OR PRESERVATIVE-TREATED DOUGLAS FIR USING WATER-BORNE PRESERVATIVES IN ACCORDANCE WITH AWPA U1 FOR ABOVE-GROUND USE.
- ALL TIMBER PLACED AGAINST BRICK, MASONRY, OR CONCRETE CONSTRUCTION SHALL BE PRESERVATIVE-TREATED DOUGLAS FIR USING WATER-BORNE PRESERVATIVES IN ACCORDANCE WITH AWPA U1 FOR ABOVE-GROUND USE.
- ALL EXTERIOR DECKING SHALL BE REDWOOD SELECT, PRESERVATIVE-TREATED, OR MANUFACTURED DECKING AS SELECTED BY THE OWNER.

7. WOOD STRUCTURAL PANELS

- ALL WOOD STRUCTURAL PANELS SHALL BE MARKED WITH THE APPROPRIATE TRADEMARK OF APA AND SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF VOLUNTARY PRODUCT STANDARDS PS-1 VOLUNTARY PRODUCT STANDARDS PS-2 OR APA PPI-18 PERFORMANCE STANDARDS. APPLICATION SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS OF APA.
- PANEL THICKNESS, GRADE AND GROUP NUMBER OR SPAN RATING SHALL BE AT LEAST EQUAL TO THAT SHOWN ON THE DRAWINGS AND/OR SPECIFIED ON THE SHEAR WALL SCHEDULE.
- WOOD STRUCTURAL PANEL SHEETS AT FLOORS AND ROOFS SHALL BE LAID WITH FACE GRAIN PERPENDICULAR TO JOISTS AND RAFTERS, UNLESS OTHERWISE SPECIFIED ON PLANS.
- MINIMUM DIMENSION OF PANELS ON SHEAR WALLS, FLOORS, AND ROOF SHALL BE 2'-4", UNLESS NOTED OTHERWISE.
- UNLESS OTHERWISE SPECIFIED ON THE SHEAR WALL SCHEDULE OR ON THE DRAWINGS, ALL NEW EXTERIOR WALL SHEATHING SHALL BE 5/8" APA-RATED 20/0 EXPOSURE 1, MADE WITH #4 @ 8" O.C. EDGES AND @ 12" O.C. FIELD.

8. LAMINATED VENEER LUMBER (LVL)

- LVL LUMBER SHALL BE FULLY COMPLIANT WITH PERTINENT PROVISIONS OF ASTM STANDARDS D5454.
- LVL LUMBER SHALL HAVE THE FOLLOWING MINIMUM ALLOWABLE DESIGN STRESSES ($C_D = 1.0$).

	LVL 1.5E	LVL 2.0E
$F_b = 2320$ PSI	$F_b = 3100$ PSI	
$F_c = 500$ PSI	$F_c = 750$ PSI	
$F_t = 270$ PSI	$F_t = 260$ PSI	
$E = 1,200,000$ PSI	$E = 2,000,000$ PSI	
- LVL LUMBER MAY BE SOLID DIMENSIONS AS SHOWN, OR COMPRISED OF LAMINATED PLYS TO MEET THE DIMENSIONS SHOWN AND FASTENED PER THE MANUFACTURER'S SPECIFICATIONS OR THE DETAILS INCLUDED HEREIN.
- LVL LUMBER SHALL BE STORED, HANDLED AND INSTALLED PER THE MANUFACTURER'S REQUIREMENTS. PROTECT ALL SIDES FROM WEATHER BOTH BEFORE AND AFTER INSTALLATION.

9. ROUGH CARPENTRY

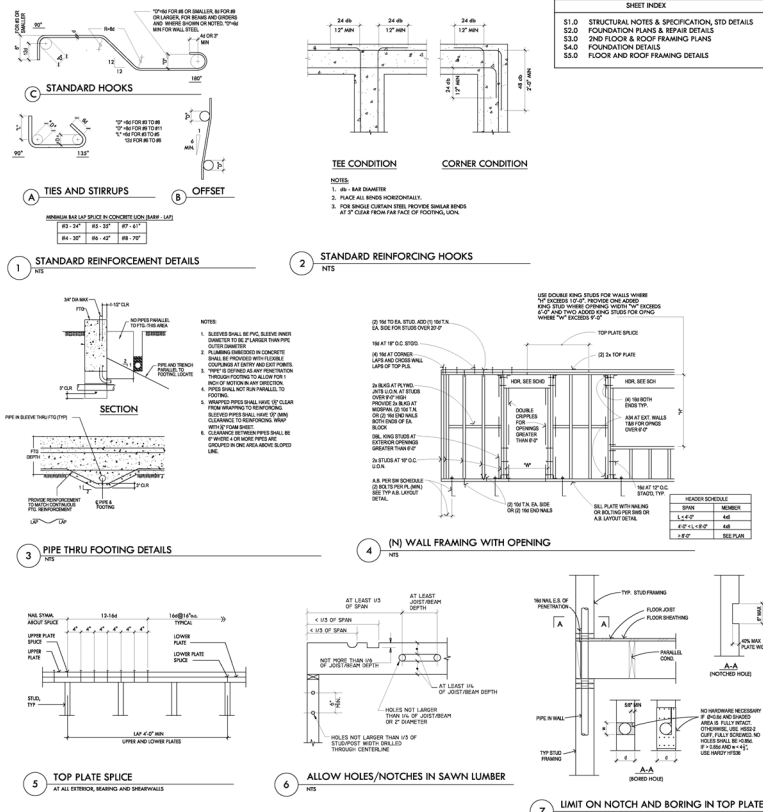
- ALL CONSTRUCTION SHALL COMPLY WITH STANDARDS OF QUALITY REQUIREMENTS OF THE CALIFORNIA BUILDING CODE, SECTION 2303.
- CONSTRUCTION NOT SPECIFICALLY DETAILED ON THE PLANS SHALL BE IN COMPLIANCE WITH THE CONVENTIONAL LIGHT-FRAMED CONSTRUCTION PROVISIONS OF THE CBC SECTION 2308.
- FOR SCHEDULE OF MINIMUM NAILING SEE CBC TABLE 2304.1(1). 16 PENNY VINYL COATED SHAKES MAY BE SUBSTITUTED FOR 16 PENNY KNOT OR COMMON NAILS FOR ROUGH FRAMING. SHAKES SHALL NOT BE USED WITH METAL CONNECTIONS.
- BILLS ON CONCRETE SHALL BE PRESERVE-TREATED DOUGLAS FIR. BILLS SHALL BE FASTENED TO THE CONCRETE WITH A MINIMUM OF TWO FASTENERS PER PIECE AND NO FASTENERS FURTHER THAN 12 INCHES FROM END OF PIECE.
- PLACE SAWN LUMBER MEMBERS WITH THE CROWN UP.
- RETIGHTEN ALL BOLTS PRIOR TO CLOSING IN WALLS.
- ALL FASTENERS IN CONTACT WITH PRESERVATIVE-TREATED LUMBER OR PERMANENTLY EXPOSED TO WEATHER SHALL BE OF HOT-DIPPED ZINC-COATED GALVANIZED STEEL MEETING THE MINIMUM REQUIREMENTS OF ASTM A563 G115 OR STAINLESS STEEL.
- DOUBLE ALL JOISTS UNDER ALL PARALLEL PARTITIONS, UNLESS NOTED OTHERWISE.
- BLOCK ALL JOISTS AT SUPPORTS AND UNDER ALL PARTITIONS WITH MINIMUM 2X SOLID BLOCKING. BLOCK AND BRIDGE ROOF JOISTS AT 10 FEET AND FLOOR JOISTS AT 8 FEET UNLESS OTHERWISE NOTED.
- ALL TIMBER FASTENERS NOT SPECIFICALLY DETAILED ON THE DRAWINGS SHALL BE SHOWN STRONG TIE, INC. STANDARD FASTENERS OR APPROVED EQUAL.
- PROVIDE 3"x3"x0.229" PLATE WASHERS FOR ALL BOLTS IN BEARING CONTACT WITH SILL PLATES ALONG SHEAR WALLS, OTHERWISE PROVIDE STANDARD CUT WASHERS.
- ROOF BOLTS SHALL BE BORED NO MORE THAN 1/16 OF AN INCH LARGER THAN THE DIAMETER OF THE BOLT.
- DOUBLE TOP PLATES ON ALL EXTERIOR, INTERIOR BEARING, AND INTERIOR SHEAR WALLS SHALL LAP 4'-0" MINIMUM, WITH 12-16 NAILS AT SPICE JOIN.

SHEAR WALL SCHEDULE					
MARK	SHEATHING	EDGE NAILING	FIELD NAILING	FRAMING AT SHEATHING EDGES	ANCHOR BOLT
(A)	5/8" APA-RATED 20/0 EXPT	10d @ 6" O.C.	10d @ 12" O.C.	2x NOMINAL	5/8" A.B. @ 4'-0" O.C. (2 MINIMUM)

SHEARWALL NOTES

- THE SHEAR WALL LENGTH NOTED ON THE PLANS INDICATES THE MINIMUM REQUIRED LENGTH REQUIRED BY ENGINEERING DESIGN. THE ACTUAL WALL LENGTH MAY EXCEED THIS LENGTH. NOTIFY ENGINEER IF WALL LENGTH IS GREATER THAN NOTED.
- ALL EXTERIOR WALLS NOT REFERENCED TO SHEAR WALL SCHEDULE SHALL BE SHEATHED PER SPECIFICATIONS.
- STUD SPACING FOR ALL SHEARWALLS SHALL BE 16" O.C. MAXIMUM.
- ALL SHEAR WALL SHEATHING PANEL EDGES SHALL BE BORED WITH MINIMUM FRAMING NOTED IN SCHEDULE.
- NAILING APPLIES TO ALL STUDS, TOP & BOTTOM PLATES/AND BLOCKING, AND HOLDOWN POSTS.
- ALL SHEATHING EDGES SHALL BE SPICED AT CENTERLINE OF FRAMING OR BLOCKING.
- MINIMUM ANCHOR BOLT INTO CONCRETE SHALL BE 7" U.O.N.
- SPACE ANCHOR BOLTS A MINIMUM 15" FROM EDGE OF CONCRETE CURB (PARALLEL TO MID SILL) AND 9" FROM END OF CONCRETE CURBS (PERPENDICULAR TO MID SILL). SPACE ANCHOR BOLTS A MINIMUM 4" MAXIMUM 12" FROM END SPICES.
- A MINIMUM OF (2) ANCHOR BOLTS SHALL BE INSTALLED PER SHEAR WALL.
- FOUNDATION ANCHOR BOLTS IN ALL SHEAR WALLS SHALL HAVE 3"x3"x0.229 BEARING PLATE UNDER EACH NUT. NUTS SHALL BE TIGHTENED JUST PRIOR TO CLOSING WALL FRAMING.

ABBREVIATIONS			
A.B.	ANCHOR BOLT	J.F.	INSIDE FACE
ADD.	ADDITIONAL	JST	JOIST
APA	AMERICAN PLYWOOD ASSOCIATION	JT	JOINT
ATK	ALL-THREAD ROD	LDGR	LEDGER
BUC	BLOCK	LVL	LAMINATED VENEER LUMBER
BKD	BLOCKING	MAN	MANUFACTURER
BM	BEAM	MAX	MAXIMUM
BRG	BRACING	MISC	MISCELLANEOUS
BTWN	BETWEEN	MTS	NOT TO SCALE
BOF	BOTTOM	O.C.	ON CENTER
CBC	CALIFORNIA BUILDING CODE	OF	OUTSIDE FACE
CP	CAST-IN-PLACE	OPP	OPPOSITE
CLD	CEILING	OPP HD	OPPOSITE HAND
CLR	CLEAR	PF	OVER
CONC	CONCRETE	PT	PRESERVATIVE-TREATED
CONN	CONNECTION	REIN	REINFORCEMENT
CONT	CONTINUOUS	RCD	REQUIRED
DBL	DOUBLE	SAD	SEE ARCH DRAWINGS
DF	DOUGLAS FIR/LARCH	SCHD	SCHEDULE
E	EXISTING	SHG	SHEATHING
EA	EACH	SHR	SHRIMP
EMBD	EMBEDMENT	SPC	SPECIFICATION
EQ	EQUAL OR EQUIVALENT	SQ	SQUARE
EXT	EXTERIOR	SS	STAINLESS STEEL
FOU	FOUR	STD	STANDARD
FR	FLOOR	STR	STRAGGER
FR	FLOOR	SW	SHEAR WALL
FR	FLOOR	T&B	TOP & BOTTOM
FR	FLOOR	T&G	TONGUE & GROOVE
FR	FLOOR	TN	TORN
FR	FLOOR	TP	TYPICAL
FR	FLOOR	UNL	UNLESS OTHERWISE NOTED
FR	FLOOR	VER	VERTICAL
FR	FLOOR	W/	WITH
FR	FLOOR	W/O	WITHOUT



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PROJECT

PASSALACQUA PROPERTY
IMPROVEMENTS
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Westport, CA

DRAWING TITLE

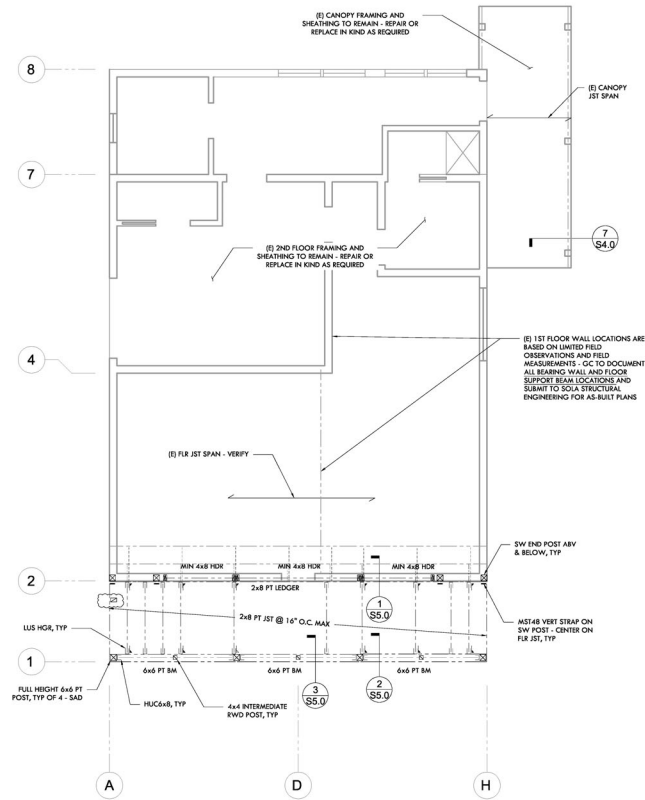
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Structural Details

REVISION

NO.	DESCRIPTION

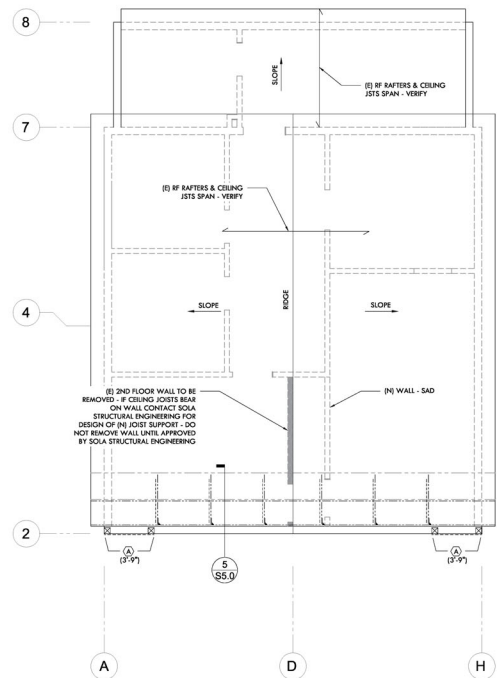
PROJECT No. 25-026
ISSUE DATE: 5-15-2025
SCALE: As Noted
SHEET:

S1.0



2ND FLOOR FRAMING PLAN

SCALE: 1/4" = 1'-0"



ROOF FRAMING PLAN

SCALE: 1/4" = 1'-0"

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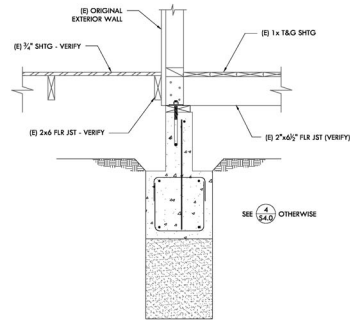
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2nd Floor & Roof Framing Plans

REVISION

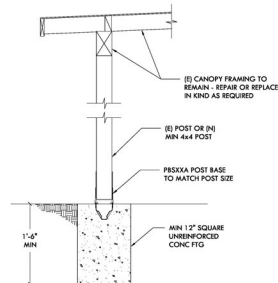
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ISSUE DATE: 5-15-2025
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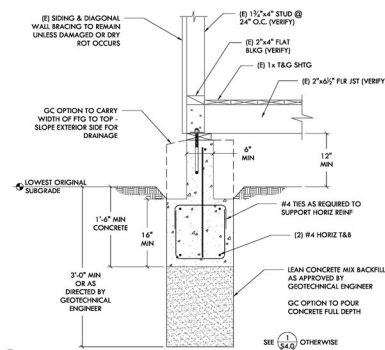


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SCALE: 1" = 1'-0"

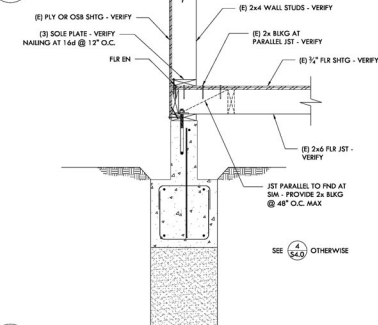


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S4.0



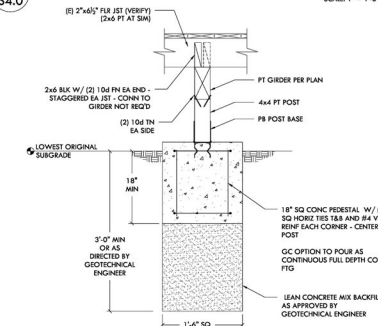
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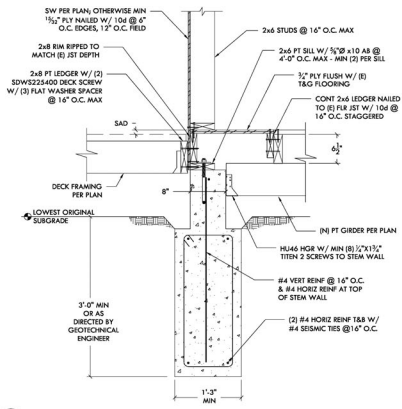
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SCALE: 1" = 1'-0"



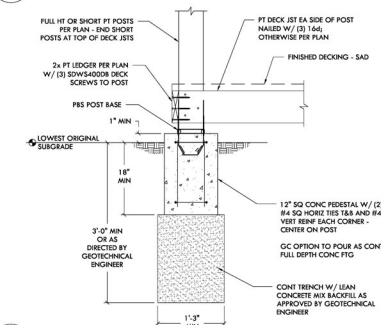
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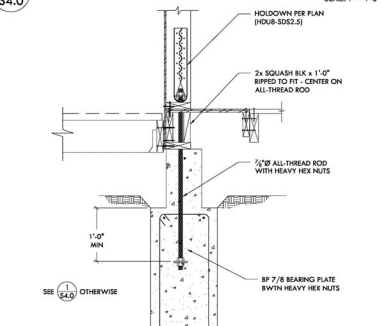
1
S4.0

SCALE: 1" = 1'-0"



2
S4.0

SCALE: 1" = 1'-0"



3
S4.0

SCALE: 1" = 1'-0"

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Westport, CA

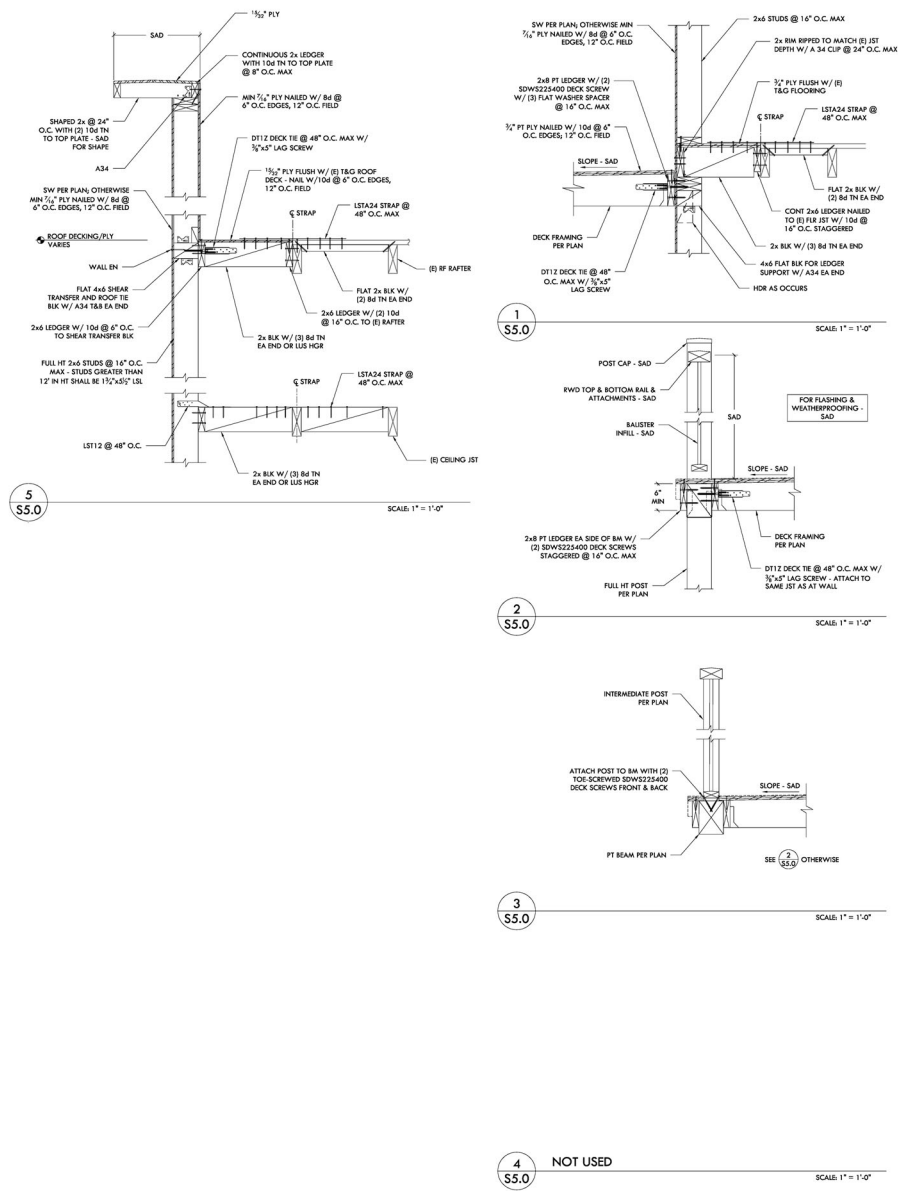
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Foundation and 1st Floor
Framing Details

REVISION

PROJECT NO.: 25-026
ISSUE DATE: 5-15-2025
SCALE: As Noted
SHEET:


S4.0



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PROJECT

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DRAWING TITLE

Floor & Roof Framing Details



REVISION	

PROJECT No.	25-026
ISSUE DATE:	5-15-2025
SCALE:	As Noted
SHEET:	

S5.0



CASE: EM 2025-0001
OWNER: PASSALACQUA, Stephan
APN: 013-300-58
APLCT: Stephan Passalacqua
AGENT: Michael Cobb
ADDRESS: 38911 N. Hwy. 1, Westport

 Public Roads
 Private Roads

0 250 500 Feet
 0 0.0425 0.085 Miles
 N
 W
 S
 E
 1:6,000

AERIAL IMAGERY



TRANS TECH CONSULTANTS

Civil Engineering, Geology and Environmental Compliance Services
License # 697833 (A-Haz)

Geotechnical Investigation Report

**Passalacqua Property
38911 CA Hwy 1
Westport, California
APN 013-300-58**

Prepared for:
Stephan Passalacqua
PO Box 3
Healdsburg, California 95448

Prepared by:
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Job No. 5270.01
October 22, 2021
Reviewed and Updated April 3, 2025



Bill C. Wiggins, P.E.
Registered Civil Engineer

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1.0 Introduction	2
2.0 Project Description	2
3.0 Site Conditions	3
4.0 Geologic Hazards and Seismic Data	4
5.0 Conclusions and Discussion	5
6.0 Recommendations	5
A. Site Preparation and Grading	5
B. Foundations	7
C. Construction Considerations	7
D. Erosion and Maintenance	8
7.0 Additional Services and Limitations	8
8.0 References	9

Attachments: Plate 1, Site Location Map
 Plate 2, Assessor's Parcel Map
 Plate 3, Site Plan with Sample Locations
 Plate A, Unified Soil Classification System
 Plate B, Boring Log B1
 Plate C, Boring Log B2
 Plate D, Boring Log B3

1.0 INTRODUCTION

This report presents the results of Trans Tech Consultants' (TTC) Geotechnical Investigation Report for the building located at 38911 Highway 1 in Westport, California. The approximate location of the Project Site is shown on the attached Site Location Map, Plate 1. General site features are presented on the Assessor's Parcel Map, Plate 2, and Site Plan with Sample Locations, Plate 3.

The purpose of our geotechnical investigation was to evaluate the surface and subsurface conditions at the site in order to develop geotechnical engineering criteria for project design and construction. Our scope of services consisted of advancing three exploratory soil borings (B1 through B3), documenting conditions observed, laboratory testing of samples, and providing our conclusions and recommendations regarding:

1. Site preparation and grading.
2. Suitable foundation type(s), with design
3. Design parameters for pseudo-static lateral force earthquake design in accordance with the Uniform Building Code.
4. Support of conventional spread footings, interior and exterior slabs.
5. Anticipated construction problems, if applicable.
6. Geotechnical services during construction and other additional services, as appropriate.

Please note this study is limited and subject to the limitations provided at the end of this report. If the construction design or location differs from this report, we should be contacted to review and revise this study with a supplemental report.

2.0 PROJECT DESCRIPTION

The subject site is located at 38911 Highway 1 in Westport, California and is also known as Assessor Parcel Number (APN) 013-300-58. The approximately 0.2-acre property consists of an approximately 2,000 square foot two story, wood framed building (main) and an approximately 700 square foot single story wood framed guest house. The gently sloping property is further located within the California Coastal Zone and has a land use of Rural Village (CCC, 2021, MCCZ, 1985).

We understand that the proposed project will include the construction of a new foundation for the main building.

3.0 SITE CONDITIONS

Regional Geologic Setting

The subject site is located within the village of Westport, California on a coastal bluff (please see Plate 1). Further, the site lies within the Coast Ranges geomorphic province of California, which is characterized by northwest-trending valleys and mountain ranges, variable topography, active seismicity, and abundant land sliding and erosion. The regional bedrock geology consists of complexly folded, faulted, sheared, and altered sedimentary, igneous, and metamorphic rock of the Jurassic-Cretaceous-aged Franciscan Complex. Within central and northern California, Franciscan rocks are locally overlain by a variety of Cretaceous and Tertiary-age sedimentary and volcanic rocks which have been deformed by episodes of folding and faulting. The youngest geologic units in the region are Quaternary-aged (last 1.8 million years) sedimentary deposits. These unconsolidated deposits partially fill many of the valleys of the region.

Site Geology

As indicated on the 1989 *Reconnaissance geologic map of the Covelo 30- x 60-minute quadrangle, northern California* by Jayko et al (USGS, 1989), the site is underlain by Quaternary and/or Tertiary-aged terrace deposits (QTt).

Topography

Based upon the USGS Westport Quadrangle topographic map (USGS, 2018), the topography at the building site is relatively flat. The site is approximately 90 feet above mean sea level.

Surface Water Bodies

The nearest surface water body is the Pacific Ocean located approximately 500 feet west of the site. An unnamed, ephemeral creek is located approximately ¼ mile south.

Field Exploration and Laboratory Testing

The subsurface conditions at the site were explored on August 19, 2021, by advancing three exploratory soil borings up to approximately 11.5 feet below ground surface (bgs) in depth using a limited access “Beaver” rig equipped with solid flight augers and a 70-pound drive hammer with a 30-inch drop. The approximate locations of the borings are shown on Plate 3. The field exploration was performed under the technical direction of our Professional Geologist. Our Professional Geologist examined and visually classified the soil encountered, maintained a log of soils/bedrock encountered, and obtained both relatively undisturbed and disturbed samples of soil for laboratory examination and testing. Relatively undisturbed samples were collected from the borings using a California modified split spoon sampler and standard pin sampler.

The soils encountered were classified in accordance with the Unified Soil Classification Chart, Plate A. A graphical representation of the soils encountered in the borings are presented on the Boring Logs B1 through B3 on Plates B through D, respectively. The logs of soils show subsurface conditions on the dates and locations indicated. Soil consistency was estimated based on conditions observed in the field. Please note the N value derived from the blow counts have been adjusted for the hammer and distance dropped and type of sampler. N Values recorded on the boring logs are approximate.

Select soil samples were submitted for laboratory testing to determine index properties of the soils underlying the proposed building site. Atterberg Limits, moisture content, and dry density were tested in the laboratory utilizing American Society for Testing and Materials (ASTM) test procedures. Unconfined strength and shear strength were also measured in the laboratory utilizing a pocket penetrometer and shear vane, respectively.

Soil Conditions Observed

Soil conditions in the area of boring B1 consist of a gravel fill material to approximately 1-foot bgs. Underlying the fill is a sandy clay/clayey sand to an approximate depth of 4 feet bgs. In boring B2, a clayey silt was observed to an approximate depth of 1.5 feet bgs. Underlying the fine-grained soil is a clayey sand with varying color to a depth of 9.5 feet. Soil conditions differed in boring B3; a silty clay of varying colors with depth was observed to an estimated depth of approximately 8 to 10 feet bgs. Underlying the clays is a silty/clayey sand to a depth of 11.5 feet, the maximum depth explored. Please note that the clay/sand contact in boring B3 was based on visual observations of drill cuttings and is not exact.

Based upon the laboratory testing, the near surface soils encountered under the front portion of the building (B3) are considered to be moderately expansive.

Groundwater

Groundwater was not encountered in any of the borings.

4.0 GEOLOGIC HAZARDS AND SEISMIC DATA

In northern California, transform plate motion at the western edge of the North American continental plate is distributed across a broad zone that includes the San Andreas Fault as well as a series of inboard strike-slip faults. The subject site is located approximately 8 miles east of the San Andreas Fault (CGS, 2021a). The site is not located within a Alquist-Priolo Earthquake Fault Zone (CGS, 2021b).

The site is not located in a tsunami inundation area based upon the California Tsunami Maps (CGS, 2021c).

The site is not located in a FEMA-identified flood zone (FEMA, 2021).

No seismic shaking or liquefaction hazard maps are currently available for the subject site. However, the Mendocino County General Plan – Figure 3-12 Seismic Faults (MCGP, 2009) demonstrates that the site is not mapped in an area of liquifiable soils. Liquefaction potential and related hazards are considered to be low.

The USDA identifies the site soils as Coastal Beaches (USDA, 2021). The risk of corrosion due to soil-induced electrochemical interaction in concrete was not rated. Please note that soil corrosivity testing to validate the USDA ratings was not performed as part of this study.

A Seismic Site Class of D – Stiff Soil has been selected for the subject site based on subsurface exploration, geologic maps, previous nearby studies, and the current California Building Code.

Based on the site class and the latitude/longitude, design spectral response acceleration parameters should be developed by the project engineer.

5.0 CONCLUSIONS AND DISCUSSION

Based on the results of the field and laboratory investigation, it is our opinion that there are no geotechnical considerations to limit or preclude the proposed development provided that our recommendations are followed, and that noted conditions and risks are acknowledged.

As is most of Northern California, the site is subject to strong ground motion from seismic sources. Recommendations are presented below to construct a foundation designed to meet current building code earthquake design criteria as a minimum.

For the proposed improvements, the primary geotechnical considerations to be addressed in design and construction include weak, near surface soils in the upper 12 inches of existing grade, the moderately expansive soils encountered in Boring B-3, and accommodation of strong ground shaking forces from earthquakes.

High groundwater was not encountered in the subsurface exploration, but seasonally perched groundwater conditions should be anticipated during periods of prolonged rainfall and during the rainy season. Site grading during the winter or wet season can be difficult and additional information regarding groundwater are provided in “Section 6.0 Recommendations, C. Construction Considerations” of this report.

Due to the variability of soil deposits and the inherent limitations of current engineering and construction practices, some post-construction vertical settlement may occur. TTC estimates that total post static construction settlement is not likely to exceed 1 inch, and post-construction differential settlement is not likely to exceed 1/2 inch. Additional settlement data including potential seismic induced settlement and estimated footing and/or pier settlement are provided below in “Section 6.0 Recommendations, B. Foundations” of this report.

6.0 RECOMMENDATIONS

A. Site Preparation and Grading

In the following recommendations, “Engineered,” “compact,” and “compacted” refer to obtaining a minimum of 90% of the maximum relative dry density as referenced to the ASTM D 1557 test method. As appropriate, notify Underground Service Alert (1-800-227-2600) prior to commencing site work, and use this location service and other methods to avoid injury or risk to life from underground and overhead utilities, and to avoid damaging them.

Strip all existing improvements, cultural debris, vegetation, root systems, near surface fill (disturbed soil) and unsupportive soils from areas to receive structural improvements, and for 5 feet outside planned building envelope. Except for vertical sides or steps, subgrade surfaces to receive structural fill should be cut-graded to slope no steeper than 10%.

If site grading is to be performed, TTC should conduct a field review of subgrade soils exposed by site grading to identify and mitigate any unsupportive soils zones. If requested, we will recommend that remaining unsuitable soils, such as overly weak, compressible, or disturbed soils, be additionally stripped. The exposed subgrade for concrete slabs, etc. should be scarified a minimum of 6 inches, moisture conditioned if necessary to near optimum moisture content, and proof-rolled using a relatively heavy vehicle, such as a heavy-duty compactor, a loader with a full bucket, full water or dump truck, or equivalent. The proof-rolling should be accomplished with the soil damp or moist (not wet or dry), and a firm, non-yielding surface should be evident during the proof-rolling. If a yielding surface is observed (pumping, weaving under wheel loads), additionally excavate the yielding area, and replace the over-excavated material with engineered fill in a manner that will result in a stable subgrade surface under the proof-rolling, following the over-excavation and replacement. Note that geofabric specifically designed for subgrade stabilization may also be recommended but is not anticipated based on conditions encountered in our exploration test borings.

Prior to placement of engineered-fill the subgrade should not be allowed to dry and shrink. Maintain subgrade soils in a moist condition by covering with plastic to avoid saturation from rain or immediate placement of engineered fill as recommended below. Do not cover overly wet or muddy subgrade soil conditions and avoid grading during wet weather conditions.

Structural fill material should consist of relatively non-plastic (Liquid Limit less than 40, Plasticity Index less than 16) material containing no organic material or debris, and no individual particles over 8 inches across. Near surface site soils are considered suitable for engineered or structural fill based on the subsurface exploration. All import fill should be approved by a Soils Engineer prior to placement at the subject site. We recommend using a quarry manufactured 3/4 or 1-1/2-inch base rock for all imported fill due to the ease of compaction.

Moisture condition engineered fill to within 2% of the optimum moisture content as determined by ASTM D 1557 test method. Place fill in lifts not exceeding 8 inches in loose thickness, and thoroughly compact each lift into place until further consolidation ceases. Thoroughly track-walk and compact the finished fill surface. Structural or engineered fill should be placed to design grades and compacted to a minimum of 90% of the maximum relative dry density as determined by the ASTM D 1557 test method. Conducting site grading in the summer season may avoid complications resulting from wet or overly moist soil conditions.

OSHA trench and excavation safety regulations should be acknowledged and followed. Trench sidewall soils may be unstable, and variable soil conditions may be encountered. Backfill for trenches should be select import material (3/4-inch base rock or crushed fine aggregate) and placed in conformance with structural fill criteria as stated above for areas within fill placement and within 5 feet of planned improvements. Holes resulting from the removal of buried obstructions should be backfilled with compacted fill. Old underground tanks and old septic systems, if encountered, should be removed in accordance with local regulations.

B. Foundations

Foundations should be sized, embedded, and reinforced to at least the minimums presented in the current edition of the California Building Code. Foundation design parameters are shown on Table 2.

Table 2: Geotechnical Foundation Design Parameters

Description	Design Value
Allowable bearing capacity of Dead + Live Loads	1500 psf
Allowable bearing capacity of Dead + Live + Short Term Dynamic Loads (Wind & Seismic)	1950 psf
Frictional coefficient for Footing Soil Contact	0.35
Allowable lateral passive pressure resistance (neglect upper 6 inches of soil unless restrained)	250 psf per foot of depth
Allowable lateral passive pressure resistance for dynamic loads (neglect upper 12 inches soil unless restrained)	330 psf per foot of depth
Maximum limit of allowable lateral passive pressure at depth	1500 psf
Minimum Footing Depth Below Lowest Adjacent Original Soil Grade	36 inches*
Minimum Footing Width	15 inches
Minimum Horizontal Continuous Footing Reinforcement	4 No. 4 rebar
Minimum Concrete Slab-on-Grade Reinforcement	4 inches

*lean concrete may be used to within 18 inches below original grade

Crawl space drainage consisting of an approximately 4-inch layer of clean drain rock with perforated drainpipes daylighting to the exterior via ports in the stem walls may be prudent to consider.

C. Construction Considerations

The following construction considerations are presented to aid in project planning. These considerations are not intended to be comprehensive; other issues may arise which will require coordination between the owner, our engineering geologist and soils engineer, and the contractor's construction methods and capabilities.

Groundwater, seepage, or surface water conditions can be problematic, in that earthwork required to create competent subgrade surfaces on which to place fill or improvements can be complicated by the presence of groundwater. Soils may tend to weaken, pump, and yield under construction traffic where saturated soils and surface ponding may be evident. Even small quantities of persistent seepage may substantially complicate construction operations if proposed excavations extend near or below areas of saturated soil. Construction difficulties resulting from near surface groundwater or excess soil moisture will tend to become reduced or less likely if

grading activities are conducted in the midsummer to early fall time of year. Wet weather grading and construction may add additional costs, for example, imported base rock and geofabric for soil stabilization and slurry protection of foundation excavations. Wet weather grading should incorporate silt fencing and erosion control at potential surface water exit points.

Construction during the dry season minimizes potential groundwater problems but will require specific focused measures to keep exposed soil subgrade from drying out, which can happen quickly in the sun and wind. Once covered by granular fill, occasional sprinkling should be accomplished to keep the soils from drying out under the granular fill.

D. Erosion and Maintenance

Straw, seeding, and erosion control are recommended for all exterior bare soil surfaces disturbed by the upgrade activities. It is important to effectively monitor and maintain erosion control measures, and stability of site soils. Frequent periodic monitoring and maintenance, especially in the first few wet seasons following construction, will significantly reduce risk of larger-scale erosion or instability problems. Site-specific additional geotechnical recommendations may be required in connection with initial performance and required modifications of erosion control measures.

7.0 ADDITIONAL SERVICES AND LIMITATIONS

During the design phase, it is important that communication between the design team and TTC be maintained to optimize compatibility between the design and subsurface conditions.

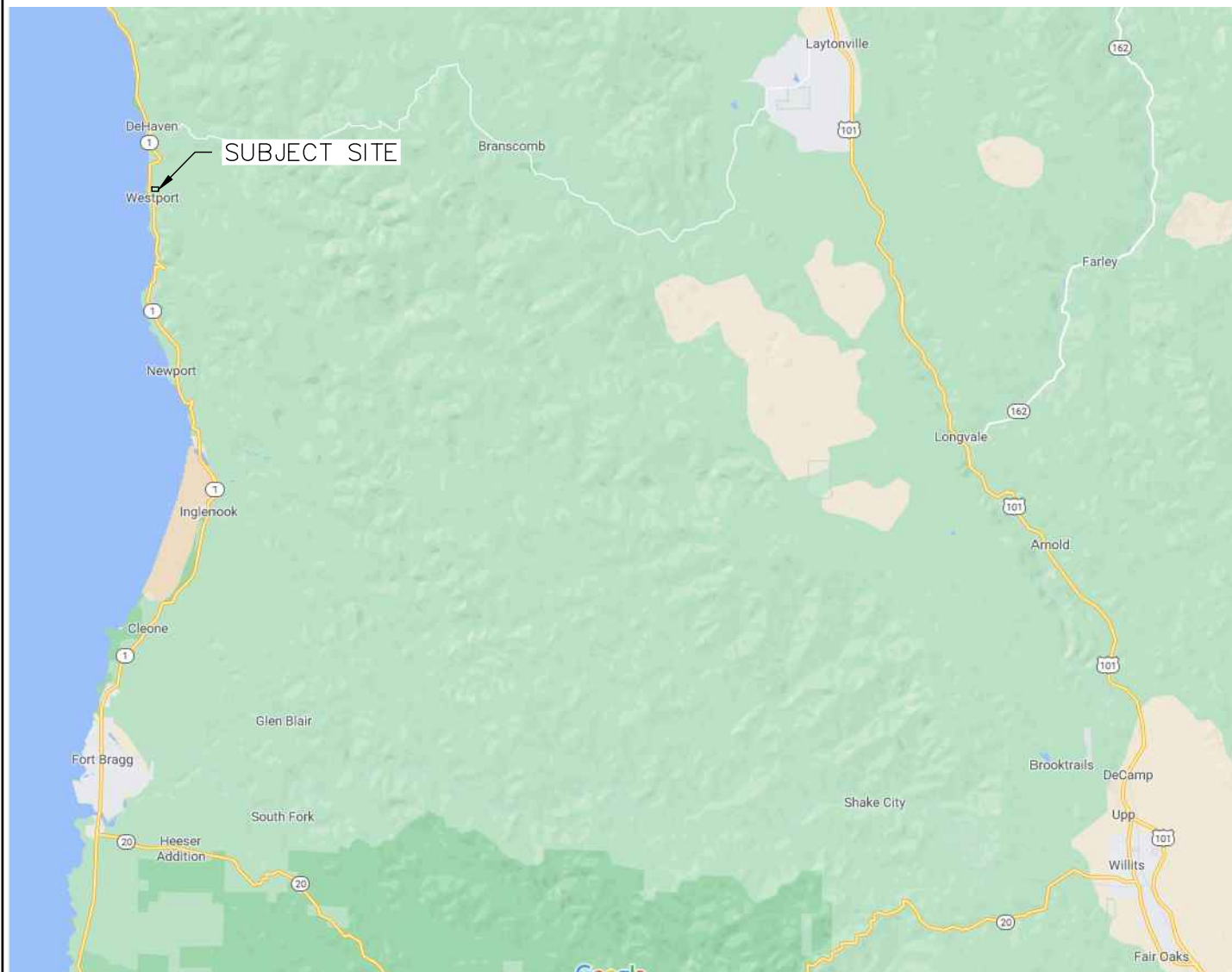
We have assumed, in preparing my recommendations, that we will be retained to review those portions of project that pertain to earthwork and foundations. The purpose of this review is to confirm that my earthwork and foundation recommendations have been properly interpreted and implemented during design.

The analyses, conclusions, and recommendations contained in this report are based on site conditions that we observed at the time of my investigation, data from my subsurface explorations and laboratory tests, my current understanding of proposed project elements, and on my experience with similar projects in similar Geotechnical environments. TTC has assumed that the information obtained from our limited subsurface explorations is representative of subsurface conditions throughout the subject site. To confirm this assumption, we must observe and evaluate actual soil conditions encountered during project construction operations. Subsurface conditions may differ from those disclosed by my limited investigations. If differing conditions are encountered during construction, we should be notified immediately so that we can reevaluate the applicability of my recommendations. Such an evaluation may result in amended recommendations. If the scope of the proposed construction, including the proposed loads, grades, or structural locations, changes from that described in this report, my recommendations should also be reviewed.

TTC has prepared this report for your exclusive use on this project in substantial accordance with the generally accepted Geotechnical engineering practice as it exists in the site area at the time of our study, including time and budget constraints. No warranty is expressed or implied. If there is a substantial lapse of time between the submission of this report and the start of work at the subject site, or if conditions have changed due to natural causes or construction operations at or adjacent to the site, TTC should review this report to determine the applicability of the conclusions and recommendations considering the changed conditions and time lapse. This report is applicable only to the project and site studied. The field and laboratory work were conducted to investigate the site characteristics specifically addressed by this report. Assumptions about other site characteristics, such as hazardous materials contamination, or environmentally sensitive or culturally significant areas, should not be made from this report.

8.0 REFERENCES

- CBSC, 2019. California Building Code, California Code of Regulations Title 24, Part 2, Volume 2 of 2, by the California Building Standards Commission.
- CCC, 2021. California Coastal Commission Coastal Zone Boundary maps, <https://www.coastal.ca.gov/maps/czb/> accessed on 10/20/2021
- CGS, 2021a. Fault Activity Map, <https://maps.conservation.ca.gov/cgs/fam>, accessed on 10/20/21.
- CGS, 2021b. Regulatory Maps, <https://maps.conservation.ca.gov/cgs/informationwarehouse/regulatorymaps/> accessed on 10/20/21.
- CGS, 2021c. California Tsunami Maps and Data, <https://www.conservation.ca.gov/cgs/tsunami/maps> accessed on 10/20/2021
- GOOGLE, 2021. Google Earth Pro, accessed on 5/24/21.
- FEMA, 2021. FEMA Flood Map Service Center, <https://www.fema.gov/flood-maps>, accessed on 10/20/2021
- MCCZ, 1985. County of Mendocino Coastal Zone map. July 3, 1985
- MCGP, 2009. Mendocino County General Plan
- OSHPD, 2021. U.S. Seismic Design Maps, <https://seismicmaps.org>, accessed on 10/20/21.
- USDA, 2021. Web Soil Survey, <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>
- USGS, 1989. Reconnaissance geologic map of the Covelo 30- x 60-minute quadrangle, northern California.
- USGS, 2018. USGS 7.5-minute Topographic Quadrangle Map, Westport, California.



TRANS TECH CONSULTANTS

930 SHILOH RD., BLDG. 44, SUITE J
WINDSOR, CA 95492
PHONE: 707-837-8408 FAX: 707-837-7334

SITE LOCATION MAP

PASSALACQUA
38911 CA 1, WESTPORT, CA 95488
APN: 013-300-58

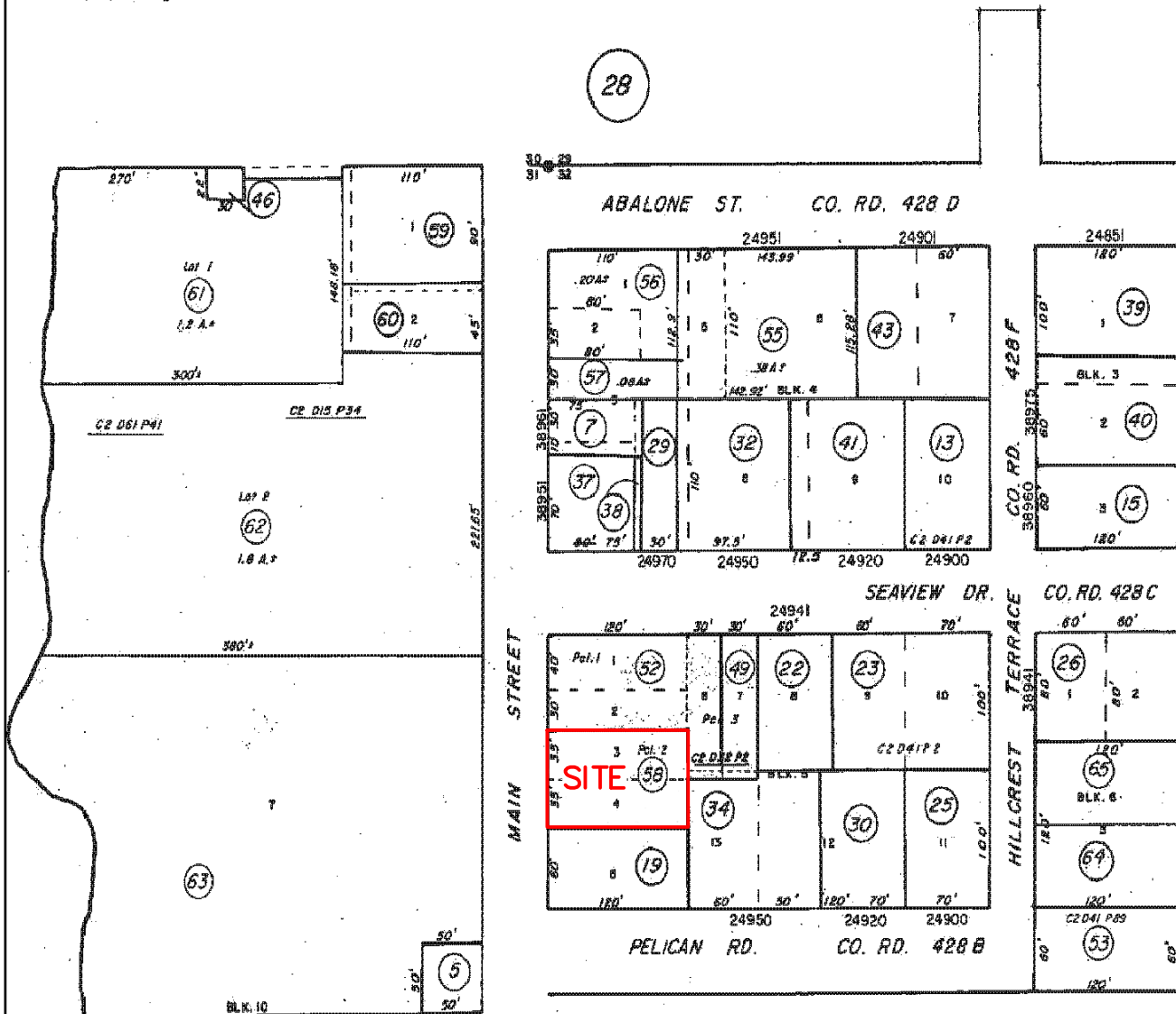
PLATE:

1

DRAWN BY:	DWG NAME:	APPR. BY:	JOB NUMBER:	DATE:
MED	BASE 5270	BRH	5270.01	8/25/2021

Town of Westport

Westport Landing Subd. Unit 1 C2 D61 P41



NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated hereon.

Assessor's Map
County of Mendocino, Calif.
Sept. 1947



TRANS TECH CONSULTANTS

930 SHILOH RD., BLDG. 44, SUITE J
WINDSOR, CA 95492
PHONE: 707-837-8408 FAX: 707-837-7334

ASSESSOR'S PARCEL MAP

PASSALACQUA
38911 CA 1, WESTPORT, CA 95488
APN: 013-300-58

PLATE:

2

DRAWN BY:	DWG NAME:	APPR. BY:	JOB NUMBER:	DATE:
MED	BASE 5270	BRH	5270.01	8/25/2021

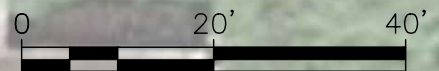
HIGHWAY 1



LEGEND



APPROXIMATE SAMPLE
LOCATION



Scale: 1" = 20'



930 SHILOH RD., BLDG. 44, SUITE J
WINDSOR, CA 95492
PHONE: 707-837-8408 FAX: 707-837-7334

SITE MAP WITH SAMPLE LOCATIONS

PASSALACQUA
38911 CA 1, WESTPORT, CA 95488
APN: 013-300-58

PLATE:

3

DRAWN BY:	DWG NAME:	APPR. BY:	JOB NUMBER:	DATE:
MED	BASE 5270	BRH	5270.01	8/25/2021

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)						
MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
				GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES	
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES	
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES	
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES	
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
				CH	INORGANIC CLAYS OF HIGH PLASTICITY	
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS		
BEDROCK			B	BEDROCK		
BASEROCK/FILL			F	FILL		
ASPHALT			A	ASPHALT		

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

RELATIVE COHESIVE CLASSIFICATION

DENSITY	CONSISTENCY
Very loose	Very soft
Loose	Soft
Medium dense	Medium stiff
Dense	Stiff
Very dense	Very stiff
	Hard
	Very hard

RELATIVE MOISTURE CONTENT

Dry
Moist
Wet
Saturated

SAMPLE CONDITION

G = Good
F = Fair
P = Poor
N = No Recovery

SAMPLE SYMBOL

	Not recovered
	Recovered
	Retained for analysis

GROUNDWATER SYMBOL

	First Identified Free Water
	Initial Static Water Level

**Plate
A**

TEST NO. **B1**

SHEET **1** OF **1**

PROJECT

LOCATION **38911 CA Hwy 1, Westport**

PROJECT NO. **5270.01**

CLIENT **Passalacqua**

DATE STARTED 8/19/2021 COMPLETED 8/19/2021

GROUND ELEVATION _____ HOLE SIZE _____

DRILLING CONTRACTOR TTC

GROUND WATER LEVELS:

DRILLING METHOD Solid Stem Augers

AT TIME OF DRILLING ---

LOGGED BY BRH CHECKED BY BRH

AT END OF DRILLING ---

NOTES _____

AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		SANDY, SILTY GRAVEL (GM), brown, medium dense, fill										
1		SANDY CLAY to CLAYEY SAND (CL/SC), mottled tan/rusty orange, dense/hard, moist, very fine sand, abundant fines	B1-2									
2				56	3-6-9 (15)							
3						5.5	94	17				64
4				100	11-15-17 (32)							
4		Bottom of hole at 4.0 feet.										
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												

REMARKS: 70lb hammer @ 30" - N Values have been corrected and are approximate.

**PLATE
B**

See key sheet for symbols
and abbreviations used above.

TEST NO. **B2**

SHEET **1** OF **1**

PROJECT

LOCATION **38911 CA Hwy 1, Westport**

PROJECT NO. **5270.01**

CLIENT **Passalacqua**

DATE STARTED 8/19/2021 COMPLETED 8/19/2021

GROUND ELEVATION _____ HOLE SIZE _____

DRILLING CONTRACTOR TTC

GROUND WATER LEVELS:

DRILLING METHOD Solid Stem Augers

AT TIME OF DRILLING ---

LOGGED BY BRH CHECKED BY BRH

AT END OF DRILLING ---

NOTES _____

AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		CLAYEY SILT (SM), dark brown, moist, medium stiff										
1												
2		SILTY, CLAYEY SAND (SC), brown, moist, medium dense, very fine sand, abundant fines	B2-2	56 100	3-4-6 (10)							
3		color change to										
4		CLAYEY SAND (SC), rusty orange/gray mottled, moist, medium dense	B2-3	100	4-6-10 (16)							
5				100	7-18-28 (46)							
6												
7		color change to orange, clay content increases, moisture content increases										
8		CLAYEY SAND (SC), orange, moist to wet, based on cuttings										
9		CLAYEY SAND (SC), gray, wet, loose	B2-9	100 100	3-3-5 (8)							
10		Bottom of hole at 9.5 feet.										
11												
12												
13												
14												
15												
16												

REMARKS: 70lb hammer @ 30" - N Values have been corrected and are approximate.

**PLATE
C**

See key sheet for symbols
and abbreviations used above.

TEST NO. **B3**

SHEET **1** OF **1**

PROJECT

LOCATION **38911 CA Hwy 1, Westport**

PROJECT NO. **5270.01**

CLIENT **Passalacqua**

DATE STARTED 8/19/2021 COMPLETED 8/19/2021

GROUND ELEVATION _____ HOLE SIZE _____

DRILLING CONTRACTOR TTC

GROUND WATER LEVELS:

DRILLING METHOD Solid Stem Augers








AT TIME OF DRILLING ---

LOGGED BY BRH CHECKED BY BRH

AT END OF DRILLING ---

NOTES _____

AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
1		SILTY CLAY (CL), dark brown, moist, medium stiff, moderately plastic										
				100	2-2-3 (5)							
			B3-1	100		1.25	80	30	47	25	22	77
2		SILTY CLAY (CL), yellowish tan, moist, stiff										
				100	4-5 (9)							
			B3-2	100		1	84	30				
3												
4												
5												
6												
7		SILTY CLAY (CL), light brown, moist, based on cuttings										
8												
9												
10												
11		SILTY SAND/CLAYEY SAND (SM/SC), gray, wet, medium dense										
				100	8-10-12 (22)							
12		Bottom of hole at 11.5 feet.										
13												
14												
15												
16												

REMARKS: 70lb hammer @ 30" - N Values have been corrected and are approximate.

**PLATE
D**

See key sheet for symbols
and abbreviations used above.



SoLa Structural Engineering

P.O. Box 1105 Ukiah, CA 95482
(p) 707.894-5894 (m) 707.477.5119
randy@sola-se.com

Shelby Miller
Department of Planning and Building Services
Count of Mendocino
752 S. Franklin St
Ft Bragg, CA 95437

June 12, 2025

Subject: Extent of Emergency Structural Repairs
38911 Hwy 1, Westport CA

Dear Ms. Miller

This letter addresses the question of whether the proposed repairs to the building constitute an “emergency repair” as you defined in email to Michael Cobb on June 10, 2025.

Significant portions of the front exterior wall (west elevation) failed during a major storm event last December. I performed a site visit soon after and determined that the wall was unstable and constituted a public hazard due to the proximity of the wall to public right of way (sidewalk and Hwy 1). The owner hired a contractor to temporarily stabilize the wall until further, permanent, repairs could be made.

The proposed emergency repair consists of the following items and the reasoning for the repair:

1. New west façade wall and foundation.
Reasoning: Approximately half of the original wall remains. The wall was built around the 1890s and cannot be brought up to current code requirements for lateral resistance. The existing foundation appears to consist only of heavy timbers and is in a state of disrepair.
2. New interior and perimeter foundation for at least on-third to one-half the length of the building in the north – south direction.
Reasoning: The existing interior and perimeter foundations appear to consist only of heavy timbers and have either failed or are in a significant state of disrepair. The result is that the building has settled significantly, especially at the west end. New foundations are required to level the building with the new west elevation framing and foundation.



SoLa Structural Engineering

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randy@sola-se.com

Since the proposed emergency repair will require lifting the entire building to construct the new foundations, I, along with the owner, architect and contractor, feel it is prudent that the new foundations be continued for the entire perimeter of the building while the building is raised for the following reasons:

- a) This will allow the building to be set back on the new foundations immediately after the foundations are cured rather than waiting until a different permit is issued to construct the remaining foundation.
- b) The site will be mobilized for construction of the emergency repair foundations. Demobilizing and mobilizing again in the future for continuation of the foundation increases the costs to the owner and could be considered an undue financial burden imposed by the county.
- c) Repeated lifts of the building may involve serious risk of collapse and a potential risk to public safety due to the proximity to public right of ways.
- d) The owner was in the process of obtaining a permit for a new foundation as part of restoring the building before the wall failure occurred. Including the entire perimeter foundation as part of the emergency repair would expediate the process and allow the owner to continue immediate restoration of the building.

Sincerely

Randy Girouard
Owner/Engineer



STUDIO ECESIS

ARCHITECTURE

Date: 6/11/25

To: Shelby Miller, Planner II
County of Mendocino Department of Planning and Building
860 N. Bush Street
Ukiah, CA 95482

Re: Emergency Permit EST 2025-0100

Dear Ms. Miller.

Thank you for your recent phone call and the helpful explanation about what constitutes reasonable grounds for an emergency permit.

As we discussed, there are several life safety issues that interconnected.

It is my understanding that structural engineer, Randy Girouard of SoLa Structural Engineering has crafted a letter speaking to the need for a full foundation replacement and a full replacement of the front façade of the building. While there are also waterproofing reasons, and tripping hazard concerns that further substantiate this approach, his explanation of the structural issues are clearly the most pressing.

The reasons for including the balcony in this emergency permit are outside the structural scope of this project but are nonetheless a pressing life safety issue as well. In order to propose an emergency repair of this building and avoid triggering a CDP that would thwart the expedient nature of the permit, we were encouraged by the county of Mendocino to replicate the original design.

This original design had a door on the front of the building that discharged onto a balcony. While it is not clear the balcony was lost in the last wind storm that removed a substantial portion of the front façade, it is clear the balcony door was a working means of egress and the balcony is what allowed the building to safely function as such. The old balcony design was simply replicated for this new balcony with a guardrail design that is designed to today's CRC standards for guardrails. The old guardrail latticework was not compliant.

There are other issues associated with buildability that are clearly not grounds for an emergency permit in themselves but do present the potential for a hardship if we are asked to repeat them again after the approval of an emergency permit. A few examples come to mind.

1. The balcony also functions to waterproof the head condition of the windows on the first floor. Building the façade without a balcony will require the additional expense of head flashing where it might otherwise be avoided once a balcony is approved.
2. The existing building is fragile (as exhibited by the recent windstorm). Elevating this kind of structure is not a trivial expense that will require substantial shoring. Requiring the building to be elevated twice would present an unreasonable hardship to this restoration project and further compromise the integrity of the existing structure.
3. Installing the front façade without the balcony will require building “interim” solutions at the door and the seam where the balcony would meet the front façade. Retrofitting the balcony at this location will require the retrofit of anchorage (per the structural drawings) and the demolition of siding and the reworking of flashing and counterflashing at the floor of the balcony.

I hope this helps clarify the current proposal as an integrated and functioning building solution. This design is intended to save the building by being an expedient solution to a fragile building. It does this by avoiding a CDP process that would thwart the purpose of an emergency permit and necessitate redundant building efforts that obstruct the reasonable repair of this decaying structure.

Sincerely,



Michael Cobb, AIA
Studio Ecesis | Architecture
711 Healdsburg Ave., Suite D
Healdsburg, CA 95448
707-849-4504
mcobb@studioecesis.com





Mendocino County Board of Supervisors Agenda Summary

Item #: 3ab)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: July 8, 2025

Department Contact: Julia Krog

Phone: 707-234-6650

Department Contact: John Burkes

Phone: 707-234-6650

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Second Amendment to BOS Agreement 24-037 With Larry Walker Associates, Inc. to Extend the Termination Date from June 30, 2025, to December 31, 2025

Recommended Action/Motion:

Approve second amendment to BOS Agreement 24-037 with Larry Walker Associates, Inc. to extend the termination date from June 30, 2025, to December 31, 2025; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:

On October 18, 2022, the Board of Supervisors signed Resolution #22-206, authorizing filing of an application for a multi-level update of the local coastal program in the amount of \$2,177,399 for Mendocino County and authorized the Chief Executive Officer to execute the grant agreement and submit all documents if awarded. Furthermore, on April 19, 2023, the County entered into grant Agreement No. LCP-22-06, with the California Coastal Commission in the amount of \$2,177,399, through December 31, 2026 which specifically calls out details of the grant awarded and the subsequent contracts. On February 27, 2024, the Board of Supervisors approved BOS Agreement 24-037 for Larry Walker Associates in the amount of \$300,000.00. During the discussion of the item PBS noted that it had initiated the establishment of a Technical Advisory Group to work with Larry Walker and Associates. Soon after, on May 7, 2024, the Board of Supervisors approved the first Amendment BOS Agreement 24-037-A1, which increased the total compensation from \$300,000 to \$320,000 and incorporated a Technical Advisory Group into Exhibit A "Scope of Work".

Summary of Request:

Approve the second amendment to BOS Agreements 24-037 and 24-037-A1 to extend the termination date from June 30, 2025 to December 31, 2025.

Alternative Action/Motion:

Do not approve the amendment and provide staff with direction.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisory District: All

Vote Requirement: Majority

Item #: 3ab)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: \$320,000 Grant # LCP-22-06

current f/y cost: Approx \$56,000

budget clarification: This contract is fully funded by the Grant

annual recurring cost: Final fiscal year

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

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:

BOS AGREEMENT NO. _____

AMENDMENT **02**

Original Agreement No.	24-037
Amendment 1	24-037-A1

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. 24-037**

This second Amendment to Agreement No. 24-037 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Larry Walker Associates, Inc.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. 24-037 was entered into on February 27, 2024 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. 24-037 was entered into on May 07, 2024 (the "First Amendment") increasing the total amount by \$20,000.00 for a new total of \$320,000.00; and

WHEREAS, First Amendment to Agreement No. 24-037 incorporated a technical advisory group into "Exhibit A - Scope of Services"; and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2025 to December 31, 2025; and

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2025 to December 31, 2025.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Julia Krog
DEPARTMENT HEAD

Date: 6/24/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 2851

Line Item: 862189, PBLCP

Org/Object Code: PB-862189 PBLCP

Grant: ☒ Yes ☐ No

Grant No. : LCP-22-06

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, 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: Darcie Antle
Risk Management

Date: 06/11/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
SIGNATURE

Date: 6/23/2025

NAME AND ADDRESS OF CONTRACTOR:

Larry Walker Associates, Inc.,

Attn: Dr. Laura Foglia, Vice President

1480 Drew Ave. Ste 100

Davis, CA 95618

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 06/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/11/2025

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: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ac)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: July 8, 2025

Department Contact: Rhonda Brown

Phone: 707-463-7759

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Approval of Appropriation Transfer of Funds for A-87 Costs and Human Resources Direct Charges from Cares Act Account CARESRA Line Item 865802 Operating Transfer Out in the Amount of \$1,232,872 to Social Services Line Item 827802 Operating Transfer in the amount of \$1,232,872, Increase Line Items SS 862194 A-87 Costs by \$1,709,310 and SS 862239 by \$479,194 for Fiscal Year 2024-25; Authorize the Transfer up to \$995,633 from 1100-770046 CalWORKs, Adults, and Family Connection

Recommended Action/Motion:

Approve Appropriation Transfer of Funds for A-87 Costs and Human Resources direct charges from Cares Act Account CARESRA line item 865802 Operating Transfer Out in the amount of \$1,232,872 to Social Services line item 827802 Operating Transfer in the amount of \$1,232,872, increase line items SS 862194 A-87 Costs by \$1,709,310 and SS 862239 by \$479,194 for Fiscal Year 2024-25; authorize the transfer up to \$995,633 from 1100-770046 CalWORKs, Adults, and Family Connection; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

Social Services was made aware of increased expenses, above what was previously budgeted, in SS-862194 A-87 Costs and SS-862239 Special Department Expenses. The increase in SS-862239 is due to expected increases in Human Resource expenses. There is fund balance in 2865 Cares Act Account we would like to use to cover these increases. Additionally, we request the Board authorize the transfer up to \$995,633 from 1100-770046 CalWORKs, Adults, and Family Connections to offset any increase in net county cost.

Alternative Action/Motion:

Do not approve and provide alternative direction

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: All

Vote Requirement: Majority

Supplemental Information Available Online At: n/a

Item #: 3ac)

Fiscal Details:

source of funding: Cares Act Account CARESRA and CALWKS/AS/FAM CONN 1100-770046

current f/y cost: \$2,188,505

budget clarification: This is an administrative clean-up; no additional cost to County

annual recurring cost: n/a

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

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:

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Social Services

Date 06/09/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
2865	CARESRA	865802	Operating Transfers Out	\$ 1,232,872.00	I	\$1,661,048
1100	SS/5010	827802	Operating Transfers In	\$ 1,232,872.00	I	\$24,488,480
1100	SS/5010	862194	A-87 Costs	\$ 1,709,310.00	I	-\$1,709,311
1100	SS/5010	862239	Special Dept Expense	\$ 479,194.00	I	\$270,972

Budget adjustment needed to cover unanticipated A-87 Costs and HR direct billing.

2865 fund balance of \$1,232,872 will be used to offset CARESRA 865802 Operating Transfer Out.

Increase in Net County Cost will be offset by use of up to \$995,633 from 1100-770046 Calworks, Adults, and Family Connections.

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD BY Deneese Paul 6/10/25

Prepared by: Rhonda Brown

Ph: 707-463-7759

Email: brownr@mendocinocounty.gov

TO COUNTY EXECUTIVE OFFICER:

- ☒ Sufficient balances remain in the accounts indicated to effect transfer as requested.
☐ Insufficient balances are available to meet the above request within departmental budget.
 Requires transfer of \$ _____

REMARKS:

No. 2025-06T005 Date June 17, 2025 AUDITOR-CONTROLLER BY Chamin Quebrin

COUNTY EXECUTIVE OFFICER:

☐ RECOMMENDATION

☒ APPROVAL

☐ DENIED

COMMENTS:

Funds have been in the 770046 Reserve since Fiscal Year (FY) 12/13. During FY 12/13 year-end close, funds were transferred from General Fund to 770046 reserve.

Date 6/30/25

COUNTY EXECUTIVE OFFICER Jana R...

ACTION OF BOARD OF SUPERVISORS: ☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

☐ OTHER

REMARKS:

Date _____

DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO. _____

Date _____

By: _____



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ad)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: July 8, 2025

Department Contact: Howard Dashiell

Phone: 707-463-4363

Department Contact: Jason Wise

Phone: 707-234-2846

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Approving and Levying a Special Tax for Fiscal Year 2025-2026 in the Amount of \$72.71 on Each Parcel Within the Lakewood Lighting District of Mendocino County (Ukiah Area)

Recommended Action/Motion:

Adopt Resolution approving and levying a Special Tax for Fiscal Year 2025-2026 in the amount of \$72.71 on each parcel within the Lakewood Lighting District of Mendocino County (Ukiah Area); and authorize Chair to sign same.

Previous Board/Board Committee Actions:

By Resolution 08-185 (September 23, 2008), the Board of Supervisors (BOS) accepted a petition to create Lakewood Lighting District of Mendocino County, directing Clerk of the Board to schedule a public hearing, and directing the County Assessor/Clerk Recorder to establish an election to determine if the district shall be formed. By Resolution 08-210 (October 21, 2008), the Board established the Lakewood Lighting District of Mendocino County and established and levied a Special Tax on each parcel within said District for the purpose of operating and maintaining the District. Each year, by Resolution, the Board approves and levies a Special Tax on each parcel within the Lakewood Lighting District of Mendocino County.

Summary of Request:

On September 23, 2008, the BOS received a petition from Rural Communities Housing Development Corporation requesting the Board establish a lighting district within the Lakewood Homes Subdivision. Under the provisions of Proposition 218, an election may be held to allow property owners to determine whether a special tax should be levied to establish and operate such a district. On October 17, 2008, an election was held, and all property owners voted in favor of the establishment of the lighting district. On October 21, 2008, the Board conducted a public hearing and, by Resolution 08-210, established the Lakewood Lighting District and levied a special tax on each parcel for the purpose of operating and maintaining the district. The initial tax was set at \$120.00 per parcel. Streets and Highways Code Section 19000 provides that after the first fiscal year (FY) in which the special tax is established, the BOS, acting as the governing body of the District, shall annually make an estimate of the cost, and levy a tax in that amount, for conducting and maintaining the District for the ensuing fiscal year. Based on current rates, Mendocino County Department of Transportation estimates the costs for FY 2025-2026 to be \$72.71 per parcel. It is now appropriate for the Board to levy the special tax for FY 2025-2026 for the Lakewood Lighting District of Mendocino County in the amount of \$72.71 per parcel.

Item #: 3ad)

Alternative Action/Motion:

Reject the proposed special tax; however, this action would preclude the Tax Collector from applying the appropriate tax increment on FY 2025-2026 tax bills.

Strategic Plan Priority Designation: An Effective County Government

Supervisory District: District 1

Vote Requirement: Majority

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

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

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:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AND LEVYING A SPECIAL TAX FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF \$72.71 ON EACH PARCEL WITHIN THE LAKEWOOD LIGHTING DISTRICT OF MENDOCINO COUNTY (UKIAH AREA)

WHEREAS, by Resolution Number (No.) 08-210 (October 21, 2008), the Mendocino County Board of Supervisors approved the establishment of the Lakewood Lighting District of Mendocino County; and

WHEREAS, by Resolution No. 08-210, the Mendocino County Board of Supervisors levied a Special Tax equally on each parcel within the Lakewood Lighting District of Mendocino County; and

WHEREAS, by Resolution No. 08-210, the Mendocino County Board of Supervisors directed the County Engineer to oversee and provide maintenance to the Lakewood Lighting District of Mendocino County; and

WHEREAS, the Streets and Highways Code 19000, et sequentes, provides that after the first fiscal year in which the Special Tax is established, the Board of Supervisors acting as the governing body of the District, shall annually make an estimate of the cost, and levy a tax in that amount, for conducting and maintaining the District for the ensuing Fiscal Year; and

WHEREAS, the County Engineer estimates the cost for conducting and maintaining the District for Fiscal Year 2025-2026 to be \$72.71 for each parcel within the Lakewood Lighting District of Mendocino County.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby approves the Special Tax for Fiscal Year 2025-2026 in the amount of \$72.71 per parcel and levies said Special Tax on each parcel within the Lakewood Lighting District of Mendocino County.

The foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

Deputy

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

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy



Mendocino County Board of Supervisors Agenda Summary

Item #: 3ae)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: July 8, 2025

Department Contact: Howard N. Dashiell

Phone: 707-463-4363

Department Contact: Alicia Winokur

Phone: 707-463-4363

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Approving Department of Transportation Agreement Number 230044 with MGE Engineering Inc. in the Amount of \$1,832,000 for Professional Engineering Design Services, and Authorizing an Additional Contingency Amount of \$183,000, for the Camp 1 Ten Mile Road Bridge Replacement Project over South Fork Ten Mile River, County Road 427, Mile Post 1.88 (Fort Bragg Area)

Recommended Action/Motion:

Adopt Resolution approving Department of Transportation Agreement number 230044 with MGE Engineering Inc. in the amount of \$1,832,000 for professional engineering design services, and authorizing an additional contingency amount of \$183,000, for the Camp 1 Ten Mile Road Bridge Replacement Project over South Fork Ten Mile River, County Road 427, Mile Post 1.88 (Fort Bragg Area); and authorize Chair to sign the same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

Department of Transportation (DOT) Agreement Number (No.) 230044 provides for preliminary engineering and design work, including environmental studies, plans, specifications, and estimates, needed for the Camp 1 Ten Mile Road Bridge Replacement Project over South Fork Ten Mile River. MGE Engineering Inc. has agreed to perform the required work for a not-to-exceed amount of \$1,832,000. Costs of the project are to be funded primarily through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP), covering 88.53% of the costs, with the remaining 11.47% local match covered with road funds. Future amendments for additional work will be determined based on supplemental funding from FHWA. DOT requests the Board approve the agreement with MGE in the amount of \$1,832,000. Because additional studies or additional field investigations are often identified during design, DOT deems it prudent to authorize the Director of Transportation a 10% contingency of \$183,000, to process contract amendments as needed in order to facilitate timely completion of the work.

Alternative Action/Motion:

Postpone approval of DOT Agreement No. 230044.

Strategic Plan Priority Designation: A Prepared and Resilient County

Item #: 3ae)

Supervisory District: District 4

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: FHWA HBP #BRLO-5910(138) - 88.53%, Road Fund (BU 3041) - 11.47%

current f/y cost: \$113,631

budget clarification: N/A

annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

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:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 230044 WITH MGE ENGINEERING INC. IN THE AMOUNT OF \$1,832,000 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES, AND AUTHORIZING AN ADDITIONAL CONTINGENCY AMOUNT OF \$183,000, FOR THE CAMP 1 TEN MILE ROAD BRIDGE REPLACEMENT PROJECT OVER SOUTH FORK TEN MILE RIVER, COUNTY ROAD 427, MILE POST 1.88 (FORT BRAGG AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to replace the structurally deficient bridge on Camp 1 Ten Mile Road over South Fork Ten Mile River, County Road (CR) 427, Milepost (MP) 1.88 with a new bridge on a similar alignment; and

WHEREAS, DOT has insufficient engineering staff and therefore requires professional, expert and technical services of a temporary nature; and

WHEREAS, in response to the County's Request for Proposal, MGE Engineering, Inc., submitted a proposal to accomplish the work under DOT Agreement Number (No.) 230044; and

WHEREAS, DOT representatives reviewed the design tasks that the consultant is expected to perform to design a Federal Highway Administration (FHWA) compliant bridge structure to meet all current highway loads, and determined that MGE Engineering, Inc., of Sacramento, California, is the firm best qualified to perform the work under DOT Agreement No. 230044; and

WHEREAS, MGE Engineering, Inc., has agreed to perform the work under DOT Agreement No. 230044 for a not-to-exceed amount of \$1,832,000; and

WHEREAS, DOT believes it is prudent to budget a contingency amount of \$183,000, for additional amendments for unforeseen additional work that may need to be performed under DOT Agreement 230044, and to authorize the Director of Transportation to execute amendments to use the contingency amount so as to allow for timely completion of the work.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors

1. Approves DOT Agreement No. 230044, Professional Services Agreement with MGE Engineering, Inc., for completion of professional engineering services for the Camp 1 Ten Mile Road over South Fork Ten Mile River; and
2. Authorizes and directs the Chair of the Board of Supervisors to execute said DOT Agreement No. 230044 on behalf of Mendocino County; and

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3. Authorizes the Director of Transportation or his designated representative to sign any and all amendments to this agreement that will not result in an increased cost beyond the amount specified above.

The foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

Deputy

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

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy

BOS Agreement No. _____
DOT Agreement No. 230044

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT
CAMP 1 TEN MILE ROAD BRIDGE REPLACEMENT OVER
SOUTH FORK TEN MILE RIVER, COUNTY ROAD 427, MILE POST 1.88**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and MGE Engineering, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONSULTANT for its Professional Bridge Design Services; and,

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

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Disadvantaged Business Enterprise (DBE) Information and Forms
Exhibit F	Required Federal Contract Provisions

Certain terms and provisions are required to be a part of this agreement since County is utilizing federal funding to pay for the services of CONSUTANT described in Exhibit "A". These terms and provisions are located in Exhibit "F" of this Agreement and, for the purpose of this Agreement only, shall control and supersede any provisions to the contrary located in the body of the Agreement.

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through December 31, 2035.

The compensation payable to CONSULTANT hereunder shall not exceed One Million, Eight Hundred Thirty-two Thousand Dollars (\$1,832,000.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Howard N. Dashiell

HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: May 27, 2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No.: FHWA E-76, BRLO-5910(138)

COUNTY OF MENDOCINO

By: John Haschak

JOHN HASCHAK, 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: Darcie Antle

Risk Management

Date: 06/11/2025

CONSULTANT/COMPANY NAME

By: Calvin E. Smith

SIGNATURE

Date: 6/17/2025

NAME AND ADDRESS OF CONSULTANT:

MGE Engineering, Inc.

7415 Greenhaven Dr, Suite 100

Sacramento, CA 95831

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: Joe D. N.

COUNTY COUNSEL

Date: 06/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Joe D. N.

Deputy CEO or Designee

Date: 06/11/2025

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Transportation
340 Lake Mendocino Dr
Ukiah, CA 95482
Attn: Rygg Larsen

To CONSULTANT: MGE Engineering, Inc.
7415 Greenhaven Dr, Suite 100
Sacramento, CA 95831
Attn: Robert Sennett

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

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

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

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

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

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

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

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

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

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its Professional Engineering Services shall not exceed \$1,832,000.00 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 CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No

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

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

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

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

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that 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:** CONSULTANT shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. COUNTY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONSULTANT's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

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

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONSULTANT shall provide the services detailed in their Project Proposal attached as follows:

D. Detailed Scope of Work

The Scope of Work (SOW) following describes services to be provided to bring the project from approval and environmental documentation through to final design, bid assistance, and construction design support. The SOW utilizes the main Task structure as outlined in Section XI, Scope of Work, of the County's RFP with appropriate subtasks included to fulfill project needs.

TASK 1 - Project Management and Coordination

This task applies to both project phases. Items are summarized below, while specific items are included as subtasks throughout the following work plan and included in the labor hour estimate and project schedules accordingly.

Communication and Coordination

MGE will work closely with and coordinate with staff and specialty consultants making up the County's Project Delivery Team (PDT) as required to facilitate and ensure successful project delivery. This will include written communication, via telephone or email. In addition, informal meetings will be held as required throughout the term of the contract.

Meetings

MGE will participate in PDT meetings as necessary to complete the design tasks and coordinate between technical disciplines. The PDT meetings will be organized by MGE to occur monthly during the project development and design process and held via teleconference or videoconference. MGE will prepare meeting agendas and minutes for all PDT meetings and will discuss schedule, the scope of work and project goals, schedule, task progress and issues to be addressed. Key team members, including subconsultants when appropriate, will be present at each team meeting. MGE will develop and maintain a project Issue/Action Item/Decision log which will be included with meeting minutes within one week following each monthly meeting. The number and frequency of meetings can be modified during the design process to allow for increased communication and coordination with the County, MGE team, and stakeholders, as necessary.

Project Schedule

MGE will prepare a detailed project schedule. The schedule will be updated quarterly.

Progress Reports

MGE will submit a monthly Progress Report to accompany invoices. The reports will include a narrative on work accomplished during the reporting period; status of services by task breakdown; percentage of work completed; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues.

Quality Control

MGE will develop a project-specific Quality Control Plan (QCP) that assigns responsibility and calls out the procedures to be used to ensure that all deliverables (including drafts) are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected and back-checked. Transmittals for all deliverables will include the name(s) and contact information of the person(s) involved in ensuring quality deliverables.

MGE will ensure that draft submittals will include one e-mailed PDF and one Word DOCX files for County review and comment. MGE will ensure that Final reports will be printed and bound if required by approving agencies and will submit them to the COUNTY for distribution to the agencies. MGE will deliver one additional copy for County's files. All reports and plans will have original signatures. The number of reports required by the approving agency will be submitted by COUNTY.

Upon approval of any report, MGE will submit one copy to the COUNTY as a complete, uniformly bound, approved document and a duplicate PDF. Any report submitted to the approving agency for final approval will be complete, including the results of all communications with the approving agency.

Deliverables:

MGE will use the project title of: Camp 1 Ten Mile Road over the South Fork of Ten Mile River Bridge Replacement Project for reports, correspondence and deliverables.

- Meeting agendas
- Meeting materials (graphics, visual aids and other presentation items).
- Updated Issue/Action Item/Decision Log.
- Updated Project Schedule
- Meeting minutes within 1 week of meeting.

- Project schedule with updates as necessary, but at least each quarter
- Three month Look Ahead Schedule
- Project LAPM/LAPG Exhibits, as needed
- Monthly invoices and progress reports
- Project log of issues, action items and decisions
- Communication documents (emails, memos etc.)

TASK 2 - Topographic Surveys, Mapping and Preliminary Right-of-Way

Task 2.1 Topography and Boundary Survey

SHN will perform surveying and base mapping necessary for the project and supplement the existing 2017 LiDAR, as necessary. The survey shall include, but not be limited to, the following:

- Perform a Topographic and Right-of-Way Survey to provide design control and right-of-way mapping for the project to 400 feet beyond each end of the bridge
- Set horizontal and vertical control points for project mapping using California coordinates (NAD83 and NAVD88 datum)
- Perform control surveys to locate all existing survey monuments within the project area, as necessary
- Perform a detailed topographic survey of existing roadways, physical improvements, visible utilities and drainage features, and area of proposed alignment, as necessary to supplement existing topography
- Include existing site improvements and visible utilities including, but not limited to, trees with drip lines, trees greater than 6-inches DBH, ground shots, roadway cross sections, fences, road elevations, structures and other miscellaneous visible features
- Creek cross sections for SFTMR and Smith Creek, as necessary for hydrology/hydraulics (ten minimum)
- Scale shall be 1"=40'. Surface contours shall be at an interval of not more than 1 foot

SHN will perform a right of way survey to establish the County right of way or easements lines. Tasks include the following:

- Perform boundary research to locate the existing right of way data.
- Coordinate with the County Department of Transportation and Public Works surveyors, County Surveyor's Office, and County Historian or search for and obtain roadway dedications, deeds and easements.
- Perform boundary surveys to search for, locate and tie existing monumentation.
- Perform a resolution of the existing road right of way.
- Acquire up to three title reports for the affected properties, if needed.
- Plot existing easements depicted in title reports.
- Complete a Record of Survey in accordance with Section 8762, of the California Land Surveyor's Act depicting the existing right of way and the project centerline(s)
- The Record of Survey will show at least two permanent monuments that will survive the construction of the projects.

Task 2.2 Right of Way Acquisition Assistance

SHN will provide assistance for right of way acquisition, if needed. This task includes the following:

- Prepare an acquisition map (if needed).
- Prepare legal descriptions and plats for easement acquisition at the locations provided by the engineer.

Assumes at least up to three legal descriptions and plats for the project.

If requested, BRI will develop a preliminary right of way capital cost estimate that includes all relevant costs, from the cost of real estate to damages, furniture, fixture and equipment, business, and residential relocation (based on costs provided by others) loss of goodwill, and environmental liabilities to consultants' fees. These costs will be presented in a table format summarizing the total cost per parcel, including a high/low range estimate to be used in the final report.

Deliverables:

- Acquisition map; Record of Survey; legal descriptions, plats and closure calculations for ROW acquisition; topographic survey files
- One (1) Right of Way Cost Estimate/Data Sheet, as required.

TASK 3 - Environmental Studies and Documentation

ESA and Crawford will prepare environmental documents for this project. Crawford will prepare hazardous materials studies and ESA will prepare CEQA/NEPA technical studies and permits.

Task 3.1 - Preliminary Environmental Study (PES) Form:

ESA will prepare a Preliminary Environmental Study (PES) form for use by Caltrans in initiating NEPA review of the project. If a Field Review meeting is requested by the MCDOT or Caltrans during review of the PES form, MGE will lead coordination of the Field Review meeting, including scheduling and preparation of Field Review Forms. ESA will support environmental elements of the agenda, attendance roster and meeting minutes and provide hard copies of the draft PES form for use during the Field Review meeting.

Task 3.2 - Aquatic Resources Delineation Report:

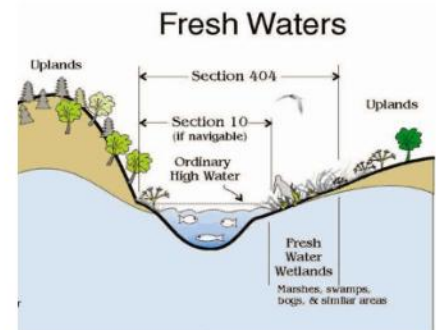
ESA will prepare an Aquatic Resources Delineation Report (ARDR) to describe and map the extent of the regulated aquatic resources in the project area. The extent of waters of the US, which may be potentially regulated by the US Army Corps of Engineers (USACE), will be determined in the field using the presence of an ordinary high-water mark and the methodology in the USACE 1987 wetland delineation manual and any applicable regional supplements. Waters of the State, including resources regulated by the Regional Water Quality Control Board (RWQCB) and the California Department of Fish and Wildlife (CDFW) will be determined by the presence of hydrophytic vegetation, the location of a definable bed and bank, and the presence of associated riparian, wildlife, or fish resources. The boundaries of these resources will be mapped on figures of an appropriate scale and provided to the design engineers in GIS shape files.

A stand-alone Aquatic Resources Delineation Report (ARDR) will be prepared describing extent of waters of the US/state and adjacent riparian areas in the project area. The report will include methods, results, and a graphic depicting the approximate size and location of any potentially regulated areas. The report will be consistent with the requirements of USACE, RWQCB, CDFW, and the California Coastal Commission (CCC) and County's Local Coastal Program (LCP). Copies of field data sheets will be included. The report will describe delineation methodology and potential jurisdictional status of each aquatic resource features identified in the project area. The report will provide the necessary documentation for developing and processing subsequent Section 401 permit and/or Waste Discharge permit, 404 Individual or Nationwide permit, and Section 1602 Streambed Alteration Agreement, as applicable.

Task 3.3 - Natural Environment Study (NES):

ESA will complete a background review and biological resources reconnaissance survey of the project area to assess, and document protected biological resources, including environmental sensitive habitat areas (ESHAs) present or those with potential to occur, evaluate potential impacts on biological resources that may result from project construction and operation, and identify applicable mitigation measures. The biological resources evaluation will also identify any expected regulatory permits that may be required for the project prior to construction, and if consultations pursuant to the federal Endangered Species Act (FESA) would be expected.

ESA will prepare a Natural Environment Study (NES) report in accordance with the current Caltrans NES template dated August 2022 to document the analysis and results for both CEQA and NEPA.



Task 3.4 - Biological Assessment and Section 7 Consultation Support:



ESA will prepare a Biological Assessment (BA) to address potential effects to federally listed species and support Caltrans in their consultation with federal resource agencies pursuant to Section 7 of the Federal Endangered Species Act. ESA assumes that the project may affect both fish species under the authority of the National Marine Fisheries Service (NMFS) as well as other federally listed species under the authority of the U.S. Fish and Wildlife Service (USFWS); therefore, ESA assumes that Section 7 consultation will need to be completed with both agencies. ESA assumes that a single BA can be prepared to support both consultations.

Task 3.5 - Cultural Resources - Historic Property Survey Report and Archaeological Survey Report:

ESA will prepare cultural resources documents, including an Area of Potential Effects (APE) map, Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR), to identify historic and cultural resources in the APE limit and support Caltrans compliance with Section 106 of the National Historic Preservation Act. The ASR will include appropriate background research, description of field work, appropriate maps and photos, and a record of Native American communication. The ASR will be an attachment to a Historic Property Survey Report (HPSR) that will include a finding of effect for the project.

Research and investigations will include background research at the California Historical Resources Information System (CHRIS) at the Northwest Information Center (NWIC) at Sonoma State University. The records search will identify previously recorded cultural resources within or near the APE and determine whether the APE has been previously surveyed up to current standards. In addition to the CHRIS search, the Native American Heritage Commission (NAHC) will be contacted to determine if the APE is known to be of particular concern to local Native Americans. ESA will send letters to culturally affiliated Native American Tribes to request information on the APE and vicinity as well as interest in the project.

ESA will conduct a preliminary archaeological sensitivity assessment of the potential for buried archaeological resources in the APE using relevant maps and documents (e.g., archaeological studies, geologic reports, Quaternary geologic maps, Mendocino County Soil Survey).

Field work will entail intensive pedestrian survey of the APE. ESA cultural resources staff will inspect all areas of exposed ground surface for the presence of cultural materials. Areas of dense vegetation will be inspected as closely as possible and any exposed cut banks will be carefully examined for the presence of buried cultural resources. If an archaeological resource is encountered, a preliminary assessment of site boundaries will be made through surface inspection. ESA will prepare a map depicting site boundaries in relation to the APE, and the site will be recorded on a standard archaeological site record (DPR 523 form). A subsurface survey (Extended Phase 1) is not anticipated at this time.

Task 3.6 - Visual Technical Memo:

To address minor changes to the visual environment that may result from the project, ESA will prepare a Visual Impact Assessment Memorandum (VIA Memo) to briefly describe project features, project effects and recommended avoidance and minimization measures. The Minor VIA will follow the requirements of the Caltrans Visual Impact Assessment Memorandum and will include photographs of visual resources in the project area, one simulation to illustrate approximate post-project conditions, an evaluation of the change in visual resources that would result from the project, and recommend avoidance and minimization measures, if needed.

Task 3.7 - Phase I Initial Site Assessment

Crawford will prepare an ISA to evaluate both project site and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the constructability, feasibility, and/or cost of the project. Potential RECs identified in the RFP for this site may include (but may not be limited to) aerially deposited lead (ADL) or naturally occurring asbestos (NOA) in soils at concentrations that exceed hazardous waste limits. The ISA will be prepared in accordance with the procedures set forth in Caltrans' Standard Environmental Reference, Chapter 10, and ASTM E1527-21. The ISA will include:

- Physical Setting Review summarizing geologic conditions and the potential presence of NOA; hydrogeologic conditions including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.
- Historical Land Use Review using an ERIS database that will provide historical aerial photographs, historical USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the project site and vicinity. Crawford will develop a history of general property uses for the subject property and surrounding parcels back to the subject property's first development, or 1940, whichever is earlier.
- Records review: Crawford will contract with Environmental Risk Information Service (ERIS) to conduct a computerized search of reasonably ascertainable federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the subject property, and properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.
- Site Reconnaissance: Crawford will perform a driving and walking reconnaissance of the project alignment and vicinity to observe current conditions. Conditions on adjacent parcels will be observed from the public right-of-way. The reconnaissance will include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of visible hazardous materials and wastes within and adjacent to the project alignment; and general conditions with regard to the presence of underground and above ground storage tanks, drums, wells, electrical equipment, vegetation, odors, and sewage/waste disposal, as appropriate.
- Interviews: Where warranted by observations and data, Crawford will make reasonable attempts to interview current and past property owners, tenants, and key site managers where names and contact information is provided. Crawford may also contact Mendocino County Environmental Health Department personnel to inquire about department knowledge pertaining to the project alignment or other properties in the site vicinity, as warranted by the findings and reconnaissance.
- Report of Findings: A report documenting our assessment will be prepared for the project. The report will include, but not necessarily be limited to, the following:

- Description of the subject property and vicinity;
- Summary of the physical setting, local geologic conditions, and hydrogeologic conditions;
- Summary of the historical record review and historical site usage;
- Findings from the records review;
- Site reconnaissance observations;
- Interview results;
- Photographs of significant items of environmental concern observed during the site reconnaissance (if any);
- Findings, Opinions, and Conclusions on potential impacts: including a summary of RECs, and a discussion of significant data gaps and data failures; and
- Recommendations: As warranted by the findings for additional investigation and/or sampling for potentially hazardous materials.

Phase II environmental sampling will comprise collection and analysis of soil samples adjacent to the existing bridge abutments, and inspection of the existing bridge structure for asbestos, asbestos-containing materials, and lead-based paint. Results from these sampling efforts will be included in the ISA report.

- **Soil Sampling:** Crawford will collect soil samples at four locations near the bridge abutments to evaluate for the presence of ADL that might be present at concentrations exceeding hazardous waste limits. We anticipate collecting three soil samples at each location (0-6", 12"-18", and 24"-30" inches below ground surface) for a total of 12 soil samples to be analyzed at an ELAP-accredited laboratory for total lead. Samples with total lead concentrations that exceed threshold limits will be further analyzed for soluble lead (WET and TCLP methods). For budgeting purposes, we assume about 30% of the soil samples (4 samples) will be analyzed for soluble lead, and one sample will be analyzed for pH. There is the potential for ultramafic rocks within the Coast Ranges to contain NOA. One soil sample from each location will be analyzed at an ELAP-accredited laboratory for asbestos using EPA Method 600/R-93/116.
- **Thermoplastic traffic striping:** Imagery from Google Earth does not show thermoplastic traffic striping on the bridge or approach road surfaces. Sampling of thermoplastic traffic striping is not included in this proposal.
- **Bridge Inspection:** Crawford will contract with National Analytical Laboratories, Inc. to have the bridge inspected for asbestos and asbestos-containing materials by a Certified Asbestos Consultant, and for lead-based paint by a Certified Lead Inspector.
- **Reporting:** Results from the soil sampling and bridge inspection will be included in the ISA report.

Task 3.8 - CEQA/NEPA Documentation:

Upon completion and Caltrans approval of the environmental technical studies described above, ESA will coordinate with Caltrans in order to obtain final approval of NEPA. It is assumed that the project would qualify as Categorical Exempt (CE) from NEPA. To support Caltrans' CE finding, ESA will prepare an Environmental Commitments Record (ECR) and, if desired, prepare a Caltrans Categorical Exemption/Categorical Exclusion Form (CE/CE Form) for Caltrans' use in issuing the CE.

ESA will also utilize the environmental technical studies mentioned above to prepare a CEQA Initial Study to support a Mitigated Negative Declaration (IS/MND). The Initial Study will be prepared using the format preferred by the County and will include an Administrative Draft for review by the County, a Screencheck Draft prior to public circulation, a Draft for public review, and a Final including responses to comments received during the public circulation period and any agency-initiated changes. ESA will also prepare associated public notices, including Notice of Completion, Notice of Intent, and Notice of Determination; ESA will coordinate with the County to post notices with the County Clerk-Recorder's office and with the State Clearinghouse, and will publish the Notice of Intent one time in a local newspaper. ESA assumes that the County will post notices and a copy of the IS/MND on the County's website. It is assumed that direct mailings to nearby property owners would not be required.

Task 3.9 - Permitting:

ESA will prepare the necessary environmental permitting application packages for the project, as enumerated below. All application packages will include: the appropriate application forms, a Supplemental Information document with additional project information, required attachments and supporting maps and/or graphics. Several of the Environmental Studies identified above will be required as attachments for the application packages. Agency submittals are anticipated to occur through online portals or via email and will be completed by ESA. It is anticipated that the following permits/authorizations will be needed:

- Section 404 Nationwide Permit (U.S. Army Corps of Engineers [USACE])
- Section 401 Water Quality Certification (Regional Water Quality Control Board [RWQCB])
- Streambed Alteration Agreement (California Department of Fish and Wildlife [CDFW])

- Coastal Development Permit (California Coastal Commission [CCC])¹
- Letter of Non-Objection [California State Lands Commission [CSLC], Task 4]

ESA will request an interagency pre-application meeting to solicit early design input and confirm the permitting approach for project implementation/construction. In addition to the pre-application meeting this scope includes two one-hour coordination meetings with each agency to facilitate application processing.

Deliverables:

- Preliminary Environmental Study (PES) Form, including Field Review Meeting
- Aquatic Resources Delineation Report
- Natural Environment Study
- Biological Assessment
- Historic Property Survey Report and Archaeological Survey Report
- Phase I Initial Site Assessment
- Visual Impact Assessment Memorandum
- NEPA Categorical Exclusion (provided by Caltrans)
- CEQA Initial Study/Mitigated Negative Declaration and associated notices
- Regulatory permit application packages, including pre-application meetings (x4).

TASK 4 - Geotechnical Investigations

To support the completion of Geotechnical borings in the coastal zone, ESA will apply for a CCC Coastal Development Permit waiver and submit a California State Lands Commission (CSLC) jurisdictional inquiry. Geotechnical investigation is expected to be required within the CSLC's and CCC's jurisdiction (submerged lands) and within the County's Local Coastal Program jurisdiction (above submerged lands).² The team assumes the CSLC will issue a Letter of Non-Objection. The team assumes the CCC will process a single, consolidated coastal development permit waiver application, as provided under Coastal Act Section 30601.3.

- Coastal Development Permit Waiver Application (CCC [ESA])
- Jurisdictional Inquiry/Request for Letter of Non-Objection (CSLC)

Task 4.1 Preliminary Foundation Report

Crawford will prepare a Preliminary Foundation Report (PFR) for this project as part of Type Selection. The PFR will be based on existing subsurface data, Bridge Inspection Reports, published geologic mapping and seismicity data, aerial photographs, preliminary project data and a site visit.

The PFR will summarize anticipated earth materials and conditions based on reference data and site exposures; provide seismic input parameters (including ARS Curve consistent with current Caltrans practice); discuss preliminary foundation types (e.g., spread footings, driven piling and cast-in-drilled-hole piling); provide preliminary foundation recommendations for bridge foundations; discuss liquefaction potential; and discuss roadway approaches. The Preliminary Foundation Report will be submitted electronically as a Portable Document Format (PDF) file.

Task 4.2 Foundation Report

Following type-selection, Crawford will perform a site-specific foundation study to evaluate the subsurface conditions for foundation design of the selected alternative.

Task 4.2.1 Permits, USA, and Subsurface Exploration

For this task Crawford will:

- determine exploration locations, mark our exploration locations and notify USA North 811;
- obtain a Mendocino County Environmental Health Permit for our borings; and
- obtain a Mendocino County Encroachment Permit (permit fee and bond requirements waived).

Exploration will be on County Right-of-Way or private property with rights of entry provided by the County. Crawford will conduct a subsurface exploration program to help characterize the subsurface foundation conditions for the bridge structure. At each abutment, Crawford will drill, log and sample a 70-80 foot deep boring. The bridge borings will be

¹ The Project appears to intersect the CCC's retained jurisdiction (submerged lands) and the County's Local Coastal Program jurisdiction (above submerged lands). The team assumes the CCC will process a single, consolidated coastal development permit application, as provided under Coastal Act Section 30601.3.

² The team assumes the Letter of Non-Objection will cover the geotechnical investigation and bridge replacement activities.

supplemented by 1-2, 5-foot-deep borings to collect bulk samples of subgrade soils in evaluation of the approach roadways.

The drilling contractor will advance borings with a rubber-tired, truck and/or track mounted drill rig using 6 to 8-inch-diameter hollow, solid stem augers, and/or rotary wash methods. Standard Penetration Testing (SPT) and California Modified sampling will be performed within borings to obtain samples and blow count information. Provision is also made to advance the borings within bedrock using rock core equipment if/as needed. A Crawford engineer/geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. At a minimum, Crawford will sample at 5-foot intervals. Crawford will deliver the samples and rock cores to the laboratory for laboratory testing and reference. Surface and groundwater conditions will be noted where encountered. The borings will be backfilled per County permit requirements.

Task 4.3 Laboratory Testing

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory borings (as appropriate):

- Moisture Content and Unit Weight for bearing capacity and lateral capacity;
- Unconfined Compression and/or Direct Shear testing, for bearing resistance and lateral capacity;
- Sieve Analysis and Plasticity Index for soil classification;
- Resistance Value for approach roadway (if/as needed);
- Resistivity, pH, Sulfate Content, and Chloride Content for soil corrosivity analysis; and
- R-value.

Task 4.4 Draft and Final Foundation Report

Crawford will perform engineering evaluation and analysis (using computer software where applicable) for the following: bearing resistance; lateral capacity; pile drivability analysis; downdrag; site seismicity including procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); liquefaction potential; lateral earth pressure and coefficient of friction to resist sliding; flexible pavements (as needed); and soil corrosivity.

Crawford will prepare a Foundation Report (FR) consistent with current Caltrans guidelines/format for review and comment by the design team. The report will provide a site/project description, summarize site geology, subsurface exploration and field and laboratory soil tests, discuss scour considerations as applicable (based on Hydraulics Report prepared by others), and include a "Log of Test Borings" (LOTB) drawing. Earth materials and foundation conditions will be discussed including seismic criteria and the design ARS curve. The report will discuss structure foundation conditions/constraints, recommended type, loading of bridge foundation elements, and include construction considerations. The report will also include/address approach roadway site preparation and grading.

Crawford services include allowance for the Caltrans review process to respond to review comments if/as needed. We will contact Caltrans if necessary to rectify comments received on the preliminary and draft reports for concurrence and include comment responses in the final report.

Following receipt of all Draft FR review comments and concurrence with Caltrans, Crawford will prepare and submit a Final FR incorporating the comments as necessary. The FR will be submitted electronically as a PDF file.

Crawford will provide consultation on geotechnical topics and perform a geotechnical review of the preliminary plans (35% or 90%) and final (100%) plans/specifications and provide comments to the design team.

Deliverables:

- Preliminary Foundation Report
- Draft Foundation Report
- Final Foundation Report
- Log of Test Boring Sheets

TASK 5 - Hydrology and Hydraulics

Task 5.1 Project Management and Obtain and Review Project Documentation

Avila will provide project management including progress summaries as part of the monthly invoicing process. The Project Manager will conduct project oversight and review of work products prior to submittal for quality assurance. The Project Manager will attend 6, 1 hour project progress meetings.

Avila will review all available background information for the project including available inspection reports and as-built plans. After review, Avila will field review the bridge reach with the project team and assumes that the field review and kick off meeting will occur simultaneously none.

Task 5.2 Hydrology

Avila will determine the peak discharge and create hydrographs for the 50-, and 100-year discharges using a statistical analysis of a gage near the project site or a 2D HEC-RAS precipitation model of the project.

Task 5.3 Hydraulics

Avila will create a survey request of the channel and structure information needed to model the existing bridge and channel. Avila will create a 2D HEC-RAS model of the existing conditions based on existing topographic information (LiDAR), channel surveys, and detailed survey or as-built plans of the existing bridge, provided by others, using HEC-RAS 5.4 or newer. Avila will update the existing conditions 2D model for up to 3 proposed conditions alternatives based on project plans and grading provided by others. Avila will update the proposed conditions model for the final alternative.

Assumptions:

- Topographic information will be provided by others and will include details of the channel bottom through the project reach.
- Finish grade surfaces of the roadway approaches for all alignments will be provided by others in either AutoCAD dwg or xml format.
- Exhibits of the proposed bridge configuration options will be provided by others including profiles, deck thickness, abutment locations, and pier types and locations.
- Others will provide a General Plan for the final bridge configuration.

Task 5.4 Scour Analysis

Avila will review Maintenance Reports for the existing bridge and upstream and downstream bridges to assist in degradation analysis

1. Local Scour: Avila will complete local scour calculations including pier, contraction, abutment, and pressure flow scour will be estimated for the preferred bridge alternative modeled under Task 3d using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges.
2. Bank Protection: Avila will complete calculations to determine the need for bank protection. If bank protection is required, parameters will be provided according to FHWA publication HEC-23, Bridge Scour and Stream Instability Countermeasures for rock riprap for the one chosen proposed bridge alternative.

Assumptions:

- Historical bridge cross sections are available in the bridge inspection reports for the bridge (and adjacent bridge) and are sufficient for the degradation analysis.
- Degradation estimates will be straight-line extrapolation using best available data.
- No numeric sediment transport models will be completed.
- Bank protection will be rock riprap and plans and specifications will be provided by others.
- Scour will be estimated following MTD 16-1. No Tsunami scour or check flood scour is included in the scope of work

Task 5.5 Location Hydraulic Study and Summary Floodplain Encroachment Report (LHS/SFER):

Avila will complete the hydrology and hydraulic analyses required to determine the Overtopping flood and Flood of Record at the bridge. Avila will complete a Location Hydraulic Study (Floodplain Encroachment Report) in accordance with 23 CFR 650.113. This document is generally included in the environmental document for the bridge.

Assumptions:

- No insurable structures will be adversely impacted by the structure replacement.
- Avila will complete and sign the forms for items 3, 4, 5, 7 and 9 of the Location Hydraulic Summary Form.
- It is assumed that the structure replacement will not cause a significant encroachment into the floodplain or a change in the water surface elevation; if a significant encroachment into the floodplain or change in water surface elevation is found, a separate task order will be necessary.
- Survey information for adjacent buildings is provided to determine the potential impact of the bridge replacement on the adjacent insurable structures, if applicable.

Task 5.6 Draft and Final Hydraulic Memo

- Draft Preliminary Hydraulic Memo: Avila will complete a draft Preliminary Hydraulic Memo documenting the hydrology and hydraulic results for the existing conditions and up to two proposed bridge alternatives.
- Respond to Comments and Finalize Preliminary Hydraulic Memo: Avila will incorporate comments and update the Draft Preliminary Memo to a Final Preliminary Hydraulic Memo.
- Draft Final Hydraulic Memo: Avila will complete a draft Final Hydraulic Memo documenting the hydrology, hydraulic, scour, and bank protection results for the existing conditions and preferred proposed bridge alternative.
- Respond to Comments and Finalize Final Hydraulic Memo: Avila will incorporate comments and update the Draft Final Memo to a Final, Final Hydraulic Memo.

Assumptions:

- The draft Preliminary Hydraulic Memo will be provided following the completion of the existing conditions modeling and proposed alternatives hydraulic modeling.
- The Final Preliminary Hydraulic Memo will be provided once the preferred alternative has been chosen and will include the scour calculations from Task 5.4 for the preferred proposed alternative.
- No Location Hydraulic Study/Summary Floodplain Encroachment Report
- No Central Valley Flood Protection Board (CVFPB) coordination or regulation
- No Federal Emergency Management Agency (FEMA) coordination
- No Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) or formal No-Rise certification is included in this scope of work.

Deliverables:

- Scour estimates and sketches showing plan, profile and layer thickness for RSP will be provided for incorporation into the project plans. Scour and RSP calculations will be incorporated into the Preliminary and Final Hydraulic Memo completed in Task 5.6.
- Location Hydraulic Study, Floodplain Encroachment forms will be provided as an appendix in the Final Hydraulic Report.
- Draft and Final Preliminary Hydraulic Memo will be provided via electronic mail.

Task 5.7 Low Flow Analysis (Optional)

Avila will perform a duration-frequency analysis for SFK Ten Mile River using the U.S. Army Corps of Engineers' HEC-SSP (Statistical Software Package), Version 2.2 or later and streamflow gage data from streamflow gages near the project site. The duration frequency analysis will be used to calculate monthly flow exceedance levels, by month, for the construction period. The monthly flow exceedance levels for the 0.1%, 1%, 2%, 5%, 10%, 15%, 25%, 50%, 80%, 90%, 95% and 99% flow levels will be provided, as well as the absolute minimum and maximum flows for each of the months.

Task 5.8 Falsework/Diversion Modeling (Optional)

Avila will model up to two alternative falsework configurations and diversion strategies, provided by others, for up to three chosen discharges.

Task 5.9 Technical Memorandum (Optional)

Avila will complete a Draft Technical Memo—describing the additional analysis and including the flow duration curves for each month. Responses to comments on the revised Draft Technical Memo will be prepared and a Final Technical Memo will be submitted.

Assumptions:

- Technical memos to be submitted electronically (no hard copies).
- Diversion strategies will rely on gravity flow and will not include pump systems.

Deliverables:

- Technical Memorandum documenting the analysis with tabular representation of the Duration Frequency during specified time periods. Water surface profiles for the three chosen discharges and two chosen configurations will be provided in the Technical Memorandum.

TASK 6 - Utility Coordination

MGE will prepare a Utility Conflict Map, Utility "A," "B," and "C" Letters, and Notice to Owners at the at 35%, 65% and 100% design level of Plan preparation. MGE will use a list of contacts provided by the County for preparation of the utility letters and will prepare and record responses to letters in accordance with Caltrans guidelines.

Utility "A" letters will be sent out at the 35% level design and will include a copy of the preliminary plan set. MGE will prepare a Utility Conflict Map, Utility "B" Letters, and Notice to Owners at the 65% level of Plan preparation. Utility "C" letters will be sent out at the 100% level design.

Deliverables:

- Utility Letters, Utility Response Tracking Spreadsheet, Correspondence and documentation provided by the Utilities

TASK 7 - Project Design

MGE will design the roadway, bridge structure, and all other related improvements, and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines including the Guideline for Geometric Design of Very Low-Volume Local Roads to achieve project objectives.

The purpose of this task is to select a preferred alternative and prepare the preliminary base plans for the project followed by final design for the project. MGE will submit preliminary base engineering design plans in accordance with County Policies, Procedures, Ordinance, Standards, and the Local Assistance Program. Under this task the MGE will provide the following:

- Prepare a Type Selection/Project Report recommending a preferred alignment and structure.
- A construction cost estimate will be prepared for each alternative.
- Prepare preliminary Base Plans (bridge and approach roadway).
- Base plans shall be sufficient to show transitions to existing improvements.
- Locate all existing interfacing roadway approaches and facilities, such as existing bridge structure, edge of pavement, drainage facilities, utilities, right-of-way (ROW), and show them on the base plans.

MGE will submit for approval, a sample plan sheet and legend, showing: the proposed drawing scale, symbols, line work, and lettering for all existing and proposed improvements prior to project plan preparation. Base plans will also include adjacent property lines and information such as assessor's parcel numbers and the owner's information.

Task 7.1 Type Selection Report

MGE will prepare a Type Section Report including preliminary bridge and roadway engineering for the project and to serve as the basis for the environmental review and final design. A draft Report will be prepared including an advanced planning study (APS) and roadway geometrics for each alternative, evaluation of alternatives, roadway layout and other project drawings, preliminary Engineer's estimate, and recommend a preferred alternative. Completion of the Report will include, but not be limited to the following:

Task 7.1.1 Alternative Development

MGE will develop up to two alternatives including roadway geometrics and bridge configurations/types. Estimated construction costs for each alternative will be developed.

Task 7.1.2 Draft Type Selection Report

MGE will complete a draft Report to present design and construction considerations, and bridge alternatives with construction costs to facilitate selection of a preferred project for design and construction. MGE will submit the draft Report to the County for review and selection of a preferred alternative. The draft Report will be prepared in accordance with current Caltrans requirements for Type Selection Reports and include:

General description of the project	Roadway geometry and typical section
Traffic Control	Approach roadways
Right-of-Way (permanent & temporary easements)	Drainage
Utilities	Design Exceptions
Hydraulics requirements	Geotechnical requirements
Construction access	Aesthetic options
Bridge railings	Environmental (including fisheries) requirements
Bridge and alignment alternatives, associated costs, and advantages	Project recommendations
Appendices including: Bridge Advance Planning Studies, Alternative Cost Estimates, Photographs, draft Preliminary Foundation Report (by others), draft Hydraulic Report (by others), draft Location Hydraulic Study (by others), and summary of comments from the community and other stakeholders.	

Task 7.1.3 Review and Respond to County and Caltrans Review Comments

MGE will review and respond to all County and Caltrans review comments. MGE will coordinate with the County and Caltrans to resolve comments as necessary.

Task 7.1.4 Type Selection Meeting at County Office

MGE will participate in a meeting at the County's office to discuss and finalize any outstanding issues regarding selection of a preferred alternative.

Task 7.1.5 Final Type Selection Report

MGE will prepare a final Type Selection Report that includes the incorporation and/or resolution of all County comments on the draft Report. A draft general plan, layout plan, and profile for the preferred alternative will be incorporated into the final Report.

Task 7.2 35% Plans and Cost Estimate

Upon approval of the Preliminary Report for the project MGE will proceed with the preparation of the 35% Plans and Estimate. Completion of the 35% Plans and cost estimate will include the following:

Task 7.2.1 35% Bridge Design Plans

MGE will prepare a draft General Plan for the selected project alternative from the Type Selection Report. The design of the new structure will be in accordance with current Caltrans Bridge Design Specifications, Seismic Design Criteria, Bridge Design Aids, and Memos to Designers. The design will be based on the current AASHTO LRFD Bridge Design Specifications with Interims and Caltrans amendments as well as the 2023 Caltrans Standard Plans. The design will incorporate recommendations from the Design Hydraulics Study Report and the Preliminary Foundation Report.

Task 7.2.2 35% Approach Roadway Plans

MGE will prepare roadway plans in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", and Caltrans Highway Design Manual. Specific design tasks are anticipated to include development of roadway plan and profile, typical cross sections, and cut and fill limits. Utilities and right of way limits will also be included on the layout drawing.

Task 7.2.3 35% Construction Cost Estimate

MGE will prepare an estimate of quantities for the bridge and approach roadway to develop an updated preliminary construction cost estimate.

Task 7.2.4 QC Review & Submit Draft 35% Bridge and Approach Roadway Design

MGE will submit the draft 35% design including cost estimate to the County for review and comment.

Task 7.2.5 Review and Respond to County Review Comments

MGE will review and respond to all County review comments regarding the draft 35% design submittals. MGE will coordinate with the County to resolve comments as necessary.

Task 7.2.6 Finalize and Submit 35% Bridge and Approach Roadway Design

MGE will submit the final 35% design including cost estimate to the County.

Deliverables:

- Draft and Final Type Selection Report, and draft and final 35% design and cost estimate (2 copies each and electronic pdf files)

Task 7.3 65% PS&E (Plans, Draft Special Provisions, & Construction Cost Estimate)

Upon confirmation of the Bridge Structure Type Selection Report and Geometric Approval drawings by the County, and assurances that final design is appropriate to undertake, MGE will proceed with production of a draft set of 65% Plans, and will develop specifications and a cost estimate. Plans shall include, at a minimum, the following sheets:

<ul style="list-style-type: none"> • Title Sheet • Survey and Horizontal Control Plan • Road Layout and Profile Sheets • (Roadway)Typical Cross Sections • Construction Details • Water Pollution Control Plans • Erosion Control Plan • Traffic Handling/Construction Staging/Detour/Construction Signage Plans • Pavement Delineation and Signage Plan 	<ul style="list-style-type: none"> • Bridge General Plan • Bridge Deck Contours • Bridge Foundation Plan • Abutment Layout and Detail Sheets • Bridge Typical Section • Girder Layout • Deck Reinforcement • Miscellaneous Details • Log of Test Borings Sheets
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Task 7.3.1 Bridge Design

MGE will complete the design calculations for the new structure in accordance with current Caltrans Bridge Design Specifications, Seismic Design Criteria, Bridge Design Aids, and Memos to Designers. The design will be based on the current AASHTO LRFD Bridge Design Specifications with Interims and Caltrans amendments as well as the 2023 Caltrans Standard Plans. The design will incorporate recommendations from the Design Hydraulics Study Report and the Bridge Foundation Report. A full set of detailed bridge plans will be prepared, including, as necessary; General Plan, General Notes and Deck Contours, Foundation Plan, Abutment Layout, Abutment Details, Typical Section, Slab/Girder Layout & Reinforcement, Rock Slope Protection Details, Miscellaneous Details, and Log of Test Borings sheets.

Task 7.3.2 Approach Roadway and Civil Design

MGE will complete the approach roadway design, construction traffic control plans, and associated civil design and plans in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Manual of Uniform Traffic Control Devices (MUTCD) and Caltrans Highway Design Manual. A full set of detailed approach roadway and civil plans will be prepared including, as necessary; Title Sheet, Typical Cross Sections, Layout, Plan and Profile, Construction Details, Traffic Control Plan and Detour, and Erosion Control Plan sheets.

Task 7.3.3 Determination of Right-of-Way Needs

MGE will develop drawings showing needed right-of-way takes and easements, both temporary and permanent. The drawings will incorporate any changes resulting from the 65% PS&E. Included on the drawings will be ties to survey control established for the project. Also shown on the drawings will be temporary construction permit areas necessary to facilitate construction of the project, and staging areas.

Task 7.3.4 Contract Item List and Draft Specifications

MGE will develop a contract item list and prepare draft specifications required for construction of the project using the most current version of the Caltrans Standard Specifications and Standard Special Provisions (SSP's).

Task 7.3.5 Construction Quantities and Cost Estimate

MGE will calculate construction quantities in accordance with standard Caltrans practice and specifications, and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by the County and/or using the latest Caltrans Cost Data.

Task 7.3.6 Quality Control/Constructability Review

MGE will perform a quality control and constructability review of the draft 65% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction.

Task 7.3.7 Utility Conflict Map, Utility "B" Letters, and Notice to Owners

MGE will prepare a Utility Conflict Map, Utility "B" letters, and Notice to Owners in accordance with Caltrans requirements.

Task 7.3.8 65% PS&E Submittal

MGE will submit the 65% plans, draft specifications, construction cost estimate, and right-of-way/easement exhibits to the County for review and comment.

Deliverables:

- 65% Plan Set Drawings; 2 sets of 11"x17" half-scale format; electronic PDF format
- Project Special Provisions
- Estimate of Probable Construction Cost, with breakdown of quantities and unit costs
- Utility Conflict Map, Utility "B" letters, and Notice to Owners

Task 7.4 90% Plans, Specifications, and Estimate (PS&E)

After the County has reviewed and provided written comments on the 65% Plan Set and estimate, MGE will continue the design, addressing the comments. The unchecked bridge plans will be provided to another registered civil engineer at Wood Rodgers, not otherwise involved in the project, to prepare an independent check of all aspects of the bridge design. The designer and checker will confer and agree on any discrepancies in the analysis and detailing.

Task 7.4.1 Review and Respond to County Review Comments

MGE will review and respond to all County review comments on the 65% submittal. All comments will be resolved through discussions with the County prior to preparing the 90% PS&E submittal package.

Task 7.4.2 Bridge Design

MGE will prepare 100% complete bridge design details and calculations considering the County's review comments.

Task 7.4.3 Approach Roadway and Civil Design

MGE will prepare the 90% complete approach roadway design, detour design and associated civil designs considering the County's review comments.

Task 7.4.4 Independent Design Check (IDC)

As part of the preparation of the 90% bridge design, an experienced bridge design engineer from Wood Rodgers will complete an IDC of the bridge design and plans in accordance with Caltrans standard practice. Wood Rodgers will prepare separate calculations and quantities and review the entire PS&E package as part of this task.

Task 7.4.5 90% Special Provisions

MGE will finalize the contract item list and prepare the draft edited special provisions for the project using the most current Caltrans Standard Specifications and Standard Special Provisions (SSP's). This task also includes editing and combining the standard County boiler plate provisions (provided by the County) with the edited SSP's to produce a complete draft Notice to Bidders & Special Provisions document for County review.

Task 7.4.6 Check Quantities and Update Cost Estimate

MGE will prepare a check set of quantity calculations in accordance with standard Caltrans practice. Any quantity discrepancies will be resolved prior to finalizing the quantities for use in the preparation of the 90% construction cost estimate for the project.

Task 7.4.7 Working Day Schedule

MGE will prepare a working day schedule.

Task 7.4.8 Quality Control/Constructability Review

MGE will perform a quality control and constructability "plans-in-hand" field review of the 90% plans, specifications, and construction cost estimate. The "plans-in-hand" field review may require that the design centerline be established, including stationing, by the team's surveyor. Results of this review will be transmitted to the responsible engineers for resolution and corrections prior to submittal to the County of the 90% PS&E.

Task 7.4.9 90% PS&E Submittal

MGE will compile the 90% PS&E submittal package including complete plans, specifications, and construction cost estimate for the project for County for review and comment. The 90% design will include a revised/updated Engineer's Estimate of Probable Construction Cost, a conceptual construction schedule with an estimate of working days, and edited Technical Specifications utilizing the most current version of the Caltrans Standard Specifications and Standard Special Provisions as its basis. The County shall provide its "boilerplate" for use in the Consultant's Specifications.

Deliverables:

- Final Drawings (1 set on full D-size sheets; 2 sets on half-scale, 11"x17" sheets, 1 electronic set in PDF format)
- Final Estimate of Probable Construction Cost (digital copies in both MS Excel .xls and Adobe PDF formats)
- Final Technical Specifications (digital copies in MS Word .docx and Adobe PDF formats, and one bound printed hard copy)
- Conceptual Construction Schedule and Estimate of Working Days (digital copies in MS Project and Adobe PDF formats)

Task 7.5 Final Plans, Specifications, and Estimates:

Based on review and commentary from the County, the 90% PS&E will be edited to the Final Plans, Specifications, and Estimate. A meeting will be scheduled between County Engineering staff and the Consultant's team, to review the final PS&E documents, and discuss the inclusion or resolution of all comments and details into the finished PS&E. After the meeting, MGE will compile and produce the final PS&E documents. Bridge design calculations, independent check calculations, and quantity calculations will be provided.

Deliverables:

- Final Drawings (one set on full-size, D-size paper sheets; two sets on half-scale, 11"x17" sheets, one electronic set in PDF format)
- Final Estimate of Probable Construction Cost (digital copies in both MS Excel .xls and Adobe PDF formats)
- Final Technical Specifications (digital copies in MS Word .docx and Adobe PDF formats, and one bound printed hard copy)
- Conceptual Construction Schedule and Estimate of Working Days (digital copies in MS Project and Adobe PDF formats)
- Calculations, independent check calculations, and quantity calculations
- DVD archive of final version of all electronic files of the above PS&E documents

TASK 8 - Right of Way Engineering

MGE will prepare a Right-of-Way Requirements Map at the 90% level of Plan preparation, to define all property acquisition, dedications, or easements required by the Project. MGE will review right-of-way records and establish necessary right-of-way along the entire alignment. MGE will consult with the County about any Right of Way requirements for the Project and will delineate the necessary right-of-way using exhibits legal descriptions.

SHN will prepare appropriate right-of-way and/or easement legal descriptions and exhibits, as needed.

Deliverables:

- Procure Preliminary Title Report(s) for affected property(ies)
- Identify existing and proposed rights-of-way, land dedications, and/or easements
- Prepare a final right-of-way map and legal description(s) for acquisition of all permanent and/or temporary rights
- Prepare a temporary construction easement map, based on the project's identified needs for any temporary construction easements required by the proposed work, including staging areas
- Prepare legal descriptions and plat map exhibits as needed for temporary construction easements for the project
- Set monuments, and prepare and file a Record of Survey for any new right-of-way, or for any other triggers as specified in the Professional Land Surveyors Act

If requested by the County, BRI's tasks will include the preparation of federally compliant USPAP narrative appraisal reports for the portions of each parcel to be acquired, good faith negotiations and the acquisition of the necessary rights, followed by escrow coordination and closing. If required, BRI will coordinate with Caltrans District 1 to supply all required documentation for the final Right of Way Certification Document 13-B at certification level 1 or 2. All services will be performed in accordance with the County of Mendocino and Caltrans regulations, policies, and procedures, FHWA requirements and current AASHTO standards.

Deliverables:

- Electronic Appraisal Reports that meet all State and Federal Standards.
- Acquisition of rights from impacted parcels.
- Final files on each negotiation, acquisition, and project settlement.
- Facilitate Title and Escrow support for impacted parcels.

TASK 9 - Construction Design Support

MGE will be available to assist the County to support and defend the project design and contract documents during the construction contract advertising, bidding, and construction phases. Work anticipated to be provided during the course of this Task includes the following:

Bidding Assistance and Construction Support

- Attend the County's Pre-Bid Meeting
- Respond in writing to written Requests for Information (RFI's)
- Assist the County in creating any Addenda to Contract Documents as necessary
- Attend the County's Pre-Construction Meeting
- Respond in writing to any Contractor RFI's
- Review Contractor submittals for conformance to project PS&E requirements
- Evaluate any Contractor Change Order Requests, as necessary
- Field inspection by Consultant's (or sub-consultant's) Geotechnical Engineer during excavation work, to confirm foundation conditions encountered by construction work
- Compile and prepare final post-construction Project As-Built drawing set, based on marked-up plans provided by the County's Resident Engineer

Deliverables:

- As-Built Drawing Set (1 hard copy set of 24"x36" paper format, 1 hard copy set of 11"x17" paper format, 1 electronic set in Adobe PDF format)
- As-Built drawing set, in Adobe PDF format

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with the attached Consultant Cost Proposal. Direct Labor Costs, Indirect Cost Rates and Fixed Fee may only be altered by approval from COUNTY and through a contract amendment.
2. CONSULTANT's statement of charges shall be submitted to COUNTY monthly.
3. The method of payment for this agreement is Actual Cost Plus Fixed-Fee.
4. Partial payments shall be made to CONSULTANT by COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by COUNTY. In no event shall the amount paid to CONSULTANT exceed the contract amount without prior written approval of COUNTY.
5. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
6. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.
7. CONSULTANT agrees to adhere to the following Invoicing Procedure:
 - CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT's work, including covered dates of service, and copies of invoices from any subCONSULTANTS.
 - Invoices shall be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".
 - Invoices shall be similar in format to the Sample Invoice included in these Payment Terms, including subCONSULTANT invoices.
 - CONSULTANT must have incurred all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed.
 - CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.
 - The complete chain of charges through subCONSULTANT levels must follow through to the invoice to COUNTY.
 - Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected.
 - COUNTY uses the *Caltrans Consultant/Contractor Travel Policy* for reimbursements for travel expenses.
 - If an expense report is used, values on the report must match the receipts. Items on a receipt not listed for reimbursement must be crossed out and initialed by CONSULTANT seeking the reimbursement and the new total noted.
 - CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.

- Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.
- All charges accumulated within COUNTY's fiscal year, July 1 through June 30, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.
- Cover letters, project updates etc. may be included with the invoice but not stapled to it.

SAMPLE INVOICE

(Provide a header with CONSULTANT's name, address and telephone number)

INVOICE

County of Mendocino
Department of Transportation
340 Lake Mendocino Dr
Ukiah, CA 95482

Invoice No.: 123

Date: 17 December 2015

Consultant Contract No.: C2F23

Attn: DOT Bridge Project Manager

MCDOT Project No.: A1101

MCDOT Contract No.: 240007

Ackerman Creek Bridge Replacement CM

Services Period: 1Nov22-30Nov22

Services Performed:

Consultant Charges

Staff classification	Name	Hours	Unit Rate	Total
Project Manager	John Jones	1.00	\$25.65	\$25.65
Senior Engineer	etc.	1.87	\$15.65	\$29.27
Biologist				
Direct Cost Subtotal				\$54.92
Indirect Cost Rate				103.57% <u>\$56.88</u>
Direct and Indirect Costs Subtotal				\$111.80
Fixed Fee				10.00% <u>\$11.18</u>
				\$122.98

Reimbursables

Mileage	\$0.64
Shipping	<u>\$17.51</u>
Reimbursables Subtotal	\$18.15

(Your firm name) Invoice Total \$141.13

Subconsultant Charges

Subconsultant 1, Invoice 1	\$1,250.00
Subconsultant 1, Invoice 2	\$500.00
Subconsultant 2	<u>\$250.00</u>
Subconsultant subtotal	\$2000.00
Total Due This Invoice	<u>\$2,141.13</u>

Billing Status

Contract Amount	Previously Invoiced	Amount of This Invoice	Invoiced to Date	Amount Remaining	Per Cent Invoiced
-----------------	---------------------	------------------------	------------------	------------------	-------------------

Signed: _____
(Name)

[END OF PAYMENT TERMS]

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ✓ Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant MGE Engineering, Inc.Project No. Camp 1 Ten Mile Road Over the South Fork of Ten Mile River Bridge Replacement ProjectDate 20MAY2025**DIRECT LABOR**

Contract No.

Classification/Title	Name	hours	Actual Hourly	Total
Project Manager	Robert Sennett	430	\$135.00	\$58,050.00
Deputy Project Manager	Wesley Sennett	412	\$100.00	\$41,200.00
Lead Civil Engineer	Stephen Hawkins	219	\$110.00	\$24,090.00
Senior Bridge Engineer	Wesley Sennett	76	\$100.00	\$7,600.00
Senior Civil Engineer	Brad Reichel	596	\$90.00	\$53,640.00
Geotechnical QA	Martin McIlroy	42	\$100.00	\$4,200.00
Senior Bridge Engineer	Danny Vang	640	\$100.00	\$64,000.00
Construction Manager	Joe Siemers	28	\$91.00	\$2,548.00
CAD Technician	Staff	818	\$72.00	\$58,896.00
Administrative Assistant	Staff	228	\$53.00	\$12,084.00

LABOR COSTS

3,489

a) Subtotal Direct Labor Costs

\$326,308.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$18,676.47

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$344,984.47**INDIRECT COSTS**

d) Fringe Benefits

(Rate: 47.32%)

e) Total Fringe Benefits [(c) x (d)]

\$163,246.65

f) Overhead

(Rate: 0.00%)

g) Overhead [(c) x (f)]

\$0.00

h) General and Administrative

(Rate: 109.88%)

i) Gen & Admin [(c) x (h)]

\$379,068.94

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$542,315.59**FIXED FEE**(Rate: 12.00%)**k) TOTAL FIXED FEE [(c) + (j) x (q)]**

\$106,476.01

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	3200	mile	\$ 0.670	\$2,144.00
Reproduction	1		\$ 200.00	\$200.00
Special Deliveries	4		\$ 25.00	\$100.00

l) TOTAL OTHER DIRECT COSTS \$2,444.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

SHN Consulting Engineers and Geologists (Survey)	\$	142,214.40
ESA (Environmental Services)	\$	399,192.00
Avila & Associates (H&H)	\$	46,643.00
Wood Rodgers (Independent Design Check)	\$	89,656.75
Crawford & Associates (Geotechnical)	\$	116,512.88
Bender Rosenthal	\$	41,430.16

m) TOTAL SUBCONSULTANTS' COSTS \$ 835,649.19**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$838,093.19**TOTAL COST [(c) + (j) + (k) + (n)]** \$1,831,869.26**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Phase I Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$326,308.00	3489	=	\$93.52	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$93.52	+	3.5%	=	\$96.80	Year 2 Avg Hourly Rate
Year 2	\$96.80	+	3.5%	=	\$100.19	Year 3 Avg Hourly Rate
Year 3	\$100.19	+	3.5%	=	\$103.69	Year 4 Avg Hourly Rate
Year 4	\$103.69	+	3.5%	=	\$107.32	Year 5 Avg Hourly Rate
Year 5	\$107.32	+	3.5%	=	\$111.08	Year 6 Avg Hourly Rate
Year 6	\$111.08	+	3.5%	=	\$114.97	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	15.00%	*	3489.0	=	523.4	Estimated Hours Year 1
Year 2	35.00%	*	3489.0	=	1221.2	Estimated Hours Year 2
Year 3	25.00%	*	3489.0	=	872.3	Estimated Hours Year 3
Year 4	25.00%	*	3489.0	=	872.3	Estimated Hours Year 4
Year 5	0.00%	*	3489.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	3489.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	3489.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$93.52	*	523.4	=	\$48,946.20	Estimated Hours Year 1
Year 2	\$96.80	*	1221.2	=	\$118,205.07	Estimated Hours Year 2
Year 3	\$100.19	*	872.3	=	\$87,387.32	Estimated Hours Year 3
Year 4	\$103.69	*	872.3	=	\$90,445.88	Estimated Hours Year 4
Year 5	\$107.32	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$111.08	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$344,984.47	
Direct Labor Subtotal before Escalation				=	\$326,308.00	
Estimated total of Direct Labor Salary Increase				=	\$18,676.47	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Phase I Cost Proposal
Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE Title *: President
Signature :  Date of Certification (mm/dd/yyyy): 7-Jan-25
Email: fhuang@mgeeng.com Phone Number: 916-421-1000
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Services to be provided include bridge design, roadway design, environmental and permitting services, engineering surveying, hydraulic/hydrology studies, cultural studies, and geotechnical engineering.

Phase I Cost Proposal

raw	Fringe	G&A	Total	w/ Profit	Hours Sheet	Diff
\$58,050.00	\$27,469.26	\$63,785.34	\$149,304.60	\$167,221.15	\$ 167,221.15	\$0.00
\$41,200.00	\$19,495.84	\$45,270.56	\$105,966.40	\$118,682.37	\$ 118,682.37	\$0.00
\$24,090.00	\$11,399.39	\$26,470.09	\$61,959.48	\$69,394.62	\$ 69,394.62	\$0.00
\$7,600.00	\$3,596.32	\$8,350.88	\$19,547.20	\$21,892.86	\$ 21,892.86	\$0.00
\$53,640.00	\$25,382.45	\$58,939.63	\$137,962.08	\$154,517.53	\$ 154,517.53	\$0.00
\$4,200.00	\$1,987.44	\$4,614.96	\$10,802.40	\$12,098.69	\$ 12,098.69	\$0.00
\$64,000.00	\$30,284.80	\$70,323.20	\$164,608.00	\$184,360.96	\$ 184,360.96	\$0.00
\$2,548.00	\$1,205.71	\$2,799.74	\$6,553.46	\$7,339.87	\$ 7,339.87	\$0.00
\$58,896.00	\$27,869.59	\$64,714.92	\$151,480.51	\$169,658.17	\$ 169,658.17	\$0.00
\$12,084.00	\$5,718.15	\$13,277.90	\$31,080.05	\$34,809.65	\$ 34,809.65	\$0.00

Escalation				
\$18,676.47	\$8,837.71	\$20,521.71	\$48,035.89	\$53,800.19

10H Sheet	Hours Sheet	DIFF
\$993,776.07	\$993,776.07	\$0.00

DBE Percentage 54.38%

EXHIBIT C

INSURANCE REQUIREMENTS

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

CONSULTANT shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

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

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

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

[END OF MENDOCINO COUNTY EPAYABLES INFORMATION]

EXHIBIT E

COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES CAMP 1 TEN MILE BRIDGE REPLACEMENT OVER SF TEN MILE RIVER DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND FORMS

CONSULTANT must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and Exhibit 10-I "Notice to Proposers Disadvantage Business Enterprise Information", below.

The various DBE-related documents will be due to COUNTY once the final contract amount has been agreed upon.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 19%

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- "Agency" also means "COUNTY", the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 (Consultant Proposal DBE Commitment) must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 (Consultant Contract DBE Information) must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

[END OF DBE INFORMATION]

EXHIBIT F

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

TABLE OF CONTENTS

<u>ARTICLE IV PERFORMANCE PERIOD</u>	44
<u>ARTICLE V ALLOWABLE COSTS AND PAYMENTS</u>	44
<u>ARTICLE VI TERMINATION</u>	45
<u>ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS</u>	45
<u>ARTICLE VIII RETENTION OF RECORD/AUDITS</u>	46
<u>ARTICLE IX AUDIT REVIEW PROCEDURES</u>	46
<u>ARTICLE X SUBCONTRACTING</u>	47
<u>ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES</u>	48
<u>ARTICLE XII STATE PREVAILING WAGE RATES</u>	49
<u>ARTICLE XIII CONFLICT OF INTEREST</u>	52
<u>ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION</u>	53
<u>ARTICLE XV PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING</u>	53
<u>ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE</u>	53
<u>ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION</u>	54
<u>ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION</u>	55
<u>ARTICLE XIX INSURANCE</u>	60
<u>ARTICLE XX FUNDING REQUIREMENTS</u>	60
<u>ARTICLE XXI CHANGE IN TERMS</u>	60
<u>ARTICLE XXII CONTINGENT FEE</u>	61
<u>ARTICLE XXIII DISPUTES</u>	61
<u>ARTICLE XXIV INSPECTION OF WORK</u>	61
<u>ARTICLE XXV SAFETY</u>	61
<u>ARTICLE XXVI OWNERSHIP OF DATA</u>	62
<u>ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR</u>	62
<u>ARTICLE XXVIII CONFIDENTIALITY OF DATA</u>	63
<u>ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION</u>	63
<u>ARTICLE XXX EVALUATION OF CONSULTANT</u>	63
<u>ARTICLE XXXI PROMPT PAYMENT</u>	63

<u>ARTICLE XXXII TITLE VI ASSURANCES</u>	63
<u>APPENDIX A</u>	64
<u>APPENDIX B</u>	65
<u>APPENDIX C</u>	66
<u>APPENDIX D</u>	67
<u>APPENDIX E</u>	67

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on from the date this Agreement becomes fully executed by all parties, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The AGREEMENT shall end on December 31, 2035, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$106,476.01. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as

applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

*Mendocino County Department of Transportation
Attn: Rygg Larsen
340 Lake Mendocino Drive, Ukiah, CA 95482*

- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$1,832,000.00.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to COUNTY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to COUNTY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, COUNTY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the

AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the COUNTY's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the COUNTY.
- E. Any substitution of Subconsultants must be approved in writing by the COUNTY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the COUNTY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT

shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be

verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and

§1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys

due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,

age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any

- federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (COUNTY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 19%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10- 02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR
26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the COUNTY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COUNTY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the COUNTY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The COUNTY shall request CONSULTANT to:

1. Notify the COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the COUNTY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within 90 days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The COUNTY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT

must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to COUNTY.
 - 2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That COUNTY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Howard Dashiell, Director of Transportation, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT

shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM COUNTY TO CONSULTANT

The COUNTY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If

the COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

- (1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the COUNTY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The [U.S. Department of Transportation Order No.1050.2A](#) requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference

and made a part of this agreement.

- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in

accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color,

or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

[END OF REQUIRED FEDERAL LANGUAGE]

Howard N. Dashiell
DIRECTOR OF TRANSPORTATION

Road Commissioner
County Engineer, RCE 42001
County Surveyor, PLS 7148



FUNCTIONS

Administration & Business Services
Airports
Engineering
Land Improvement
Roads and Bridges
Solid Waste & Landfills
Water Agency

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION

340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
VOICE (707) 463-4363 FAX (707) 463-5474

June 17, 2025

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

RE: ADOPTION OF RESOLUTION APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 230044 WITH MGE ENGINEERING INC. IN THE AMOUNT OF \$1,832,000 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES, AND AUTHORIZING AN ADDITIONAL CONTINGENCY AMOUNT OF \$183,000, FOR THE CAMP 1 TEN MILE ROAD BRIDGE REPLACEMENT PROJECT OVER SOUTH FORK TEN MILE RIVER, COUNTY ROAD 427, MILE POST 1.88 (FORT BRAGG AREA)

Honorable Board Members:

Mendocino County Department of Transportation (DOT) desires to replace the structurally deficient bridge on Camp 1 Ten Mile Road, County Road 427, over South Fork Ten Mile River with a modern concrete and steel bridge on a similar alignment.

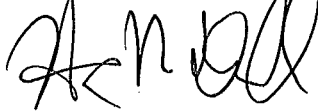
DOT engineering staff does not have the time, capacity, or expertise to effectively perform the complex work required to complete the project approval and environmental documents (PA&ED) and plans, specifications, and estimate (PS&E), and therefore requires professional, expert, and technical services of a temporary nature. We have completed a qualification-based selection process, and in response to the County's Request for Proposals, MGE Engineering, Inc. of Sacramento, California, submitted a proposal for accomplishing the work proposed and was accepted as the most qualified to perform the work. The consultant will also prepare California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation.

Because additional studies or additional field investigations are often identified during design, DOT deems it prudent to authorize the Director of Transportation a 10% contingency of \$183,000, to process contract amendments as needed.

Costs of the project are to be funded primarily through the Federal Highway Administration Highway Bridge Program, covering 88.53% of the cost, with the remaining 11.47% local match covered by the road fund.

I will, of course, respond to any questions that you may have.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'H. N. Dashiell', written over the typed name.

HOWARD N. DASHIELL
Director of Transportation

cc: DOT Project 3041-B2301