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 - AMENDED AGENDA

November 18, 2025 - 9:00 AM

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

Zoom Link: https://mendocinocounty.zoom.us/j/81235137283
Zoom Phone Number (if joining via telephone): 1 669 900 9128 ; Zoom Webinar ID: 812 3513 7283

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, 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, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s).

4b) Discussion and Possible Action Including Acceptance of Presentation of the Library Advisory Board's Annual Report to the Board of Supervisors (Sponsor: Library)

Recommended Action:
Accept presentation of the Library Advisory Board's Annual Report to the Board of Supervisors.

Attachments: LAB report to BOS 2024-25

4c) Discussion and Possible Action Including Adoption of the County of Mendocino's 2026 Legislative Platform (Sponsor: Executive Office)

Recommended Action:
Adopt the County of Mendocino's 2026 Legislative Platform.

Attachments: 2026 Legislative Platform.DRAFT.clean
2026 Legislative Platform.DRAFT.redlined
11-18-25 - Legislative Platform - AMENDED (Redline)

4d) Noticed Public Hearing - Discussion and Possible Action Including Adoption of Ordinance Amending Chapter 18.04 of the Mendocino County Code and Adopting by Reference, with Local Amendments, Selected Provisions, Chapters and Appendices of Title 24 of the California Code Regulations, 2025 Editions of the California Building Standards Code, and Adopting Local Findings (Sponsors: Planning and Building Services and County Counsel)

Recommended Action:
Adopt Ordinance amending Chapter 18.04 of the Mendocino County Code and adopting by reference, with local amendments, selected provisions, chapters and appendices of Title 24 of the California Code of Regulations, 2025 Editions of the California Building Standards Code and adopting local findings; and authorize Chair to sign same.

Attachments: Ordinance 4553
2025 Building Code - Staff Memo-Final
1.2025 Building Code - Ordinance - Clean
2.2025 Building Code - Ordinance - Redline
3.2025 Building Code - Ordinance Summary
Plan & Build affidavit 6928696
BSC Bulletin 25-03 AB130 FINAL

4e) Chief Executive Officer's Report
(Sponsor: Executive Office)

Recommended Action:
Accept the Chief Executive Officer's report.

Attachments: CEO Report Noviembre 18 2025 SPANISH
CEO Report November 18 2025
Hyperlink to CEO Report - English
Hyperlink to CEO Report - Spanish

4f) 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.

4g) 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 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Chamise Cubbison v. County of Mendocino, et al., Mendocino County Superior Court, Case No. 23CV01231

6b) Pursuant to Government Code Section 54956.9(d)(2) - Conference with Legal Counsel - Anticipated Litigation: Significant Exposure to Litigation Arising from a Complaint from a Former Employee of the Mendocino County Air Quality Management District: One Case

6c) 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

6d) Pursuant to Government Code section 54957(b) - Public Employee Appointment - County Counsel

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 November 4, 2025, Regular Meeting

Recommended Action:
Approve minutes of November 4, 2025, regular meeting.

Attachments: 11-04-25 Minutes

APPOINTMENTS

3b) Approval of Appointments/Reappointments

Recommended Action:
Approve the following appointments/reappointments:
1. Bill Williamson, Trustee, Covelo Public Cemetery District;
2. Mary Norris, Member, Laytonville Municipal Advisory Council;
3. Tania Walker, Trustee, Mendocino-Little River Cemetery District; and
4. Percilla Stevenson, Second District Representative, Mendocino County Planning Commission.

Attachments: Williamson Application
Norris Application
Walker Application
Stevenson Application

BOARD OF SUPERVISORS

3c) Adoption of a Proclamation Recognizing November 17th through November 21st, 2025, as California Clerk of the Board of Supervisors Week (Sponsor: Supervisor Haschak)

Recommended Action:
Adopt Proclamation recognizing November 17th through November 21st, 2025, as California Clerk of the Board of Supervisors Week; and authorize the Chair to sign same.

Attachments: Proclamation

3d) Adoption of Resolution Opposing New and Existing Offshore Oil and Gas Drilling, and Deep Seabed Mining and Participation in the Local Government Outer Continental Shelf (OCS) Coordination Program (Sponsors: Supervisor Haschak and Supervisor Williams)

Recommended Action:
Adopt Resolution opposing new and existing offshore oil and gas drilling, and deep seabed mining and approve participation in the Local Government Outer Continental Shelf (OCS) Coordination Program; and authorize the Chair to sign same.

Attachments: Resolution 25-185
Resolution

3e) Adoption of an Ordinance Repealing Mendocino County Code Section 2.16.070, Adding Section 2.16.080, and Amending Chapter 2.36 and Section 2.16.041 for the Purpose of Separating the Office of Auditor-Controller-Treasurer-Tax Collector to the Separate Offices of Auditor-Controller and Treasurer-Tax Collector (Sponsors: Supervisor Haschak, Supervisor Norvell, and Auditor-Controller/Treasurer-Tax Collector)

Recommended Action:
Adopt an ordinance repealing Mendocino County Code Section 2.16.070, adding Section 2.16.080, and amending Chapter 2.36 and Section 2.16.041 for the purpose of separating the office of Auditor-Controller-Treasurer-Tax Collector to the separate offices of Auditor-Controller and Treasurer-Tax Collector; and authorize the Chair to sign same.

Attachments: Ordinance 4552
Ordinance
Ordinance Summary
Current Code Sections
11-03-25 ACTTC Statement Re 4e Repeal the Consolidation of AC and TTC Offices

EXECUTIVE OFFICE

3f) Approval of Third Amendment to BOS Agreement No.17-161 with Nacht & Lewis Architects, a California Corporation, to Extend the Contract Termination Date from December 31, 2025, to June 30, 2026, for Architectural Design and Engineering Services on the Jail Project

Recommended Action:
Approve the third amendment to BOS Agreement No. 17-161 with Nacht & Lewis Architects, a California corporation, to extend the contract termination date from December 31, 2025, to June 30, 2026, for architectural design and engineering services on the jail project; and authorize Chair to sign same.

Attachments: Agreement 17-161-A3

3g) Approval of Second Amendment to BOS Agreement No. 19-239 with Vanir Construction Management, a California Corporation, to Increase the Total Amount Payable by $273,989 for a New Agreement Total of $2,135,295 for Construction Management Services on the Jail Project

Recommended Action:
Approve the second amendment to BOS Agreement No. 19-239 with Vanir Construction Management, a California corporation, to increase the total amount payable by $273,989 for a new agreement total of $2,135,295 for construction management services on the jail project; and authorize Chair to sign same.

Attachments: Agreement 19-239-A2

3h) Authorization to Acquire Replacement Vehicle, a 4WD Extended Cab Truck, for the Department of Planning and Building (Fixed Assets) Due to Vehicle Collision, Including Approval of Insurance Reimbursable Appropriations Adjustments in the Amount not to exceed $46,000 as follows: Appropriation and Revenue Increase in the Department of Planning and Building Budget Unit 2851, Line Items 864370 and 827802 in the Amount of $46,000.00; and Addition of Vehicle to the List of Fixed Assets

Recommended Action:
Authorize acquisition of replacement vehicle, a 4WD Extended Cab Truck, for the Department of Planning and Building (Fixed Assets) due to vehicle collision, including approval of insurance reimbursable appropriations adjustments in the amount not to exceed $46,000 as follows: appropriation and revenue increase in the Department of Planning and Building Budget Unit 2851, line items 864370 and 827802 in the amount of $46,000; approve addition of vehicle to the List of Fixed Assets; and authorize Chair to sign same.

Attachments: Appropriation Form - Signed
PB Fleet Vehicle

AGRICULTURE

3i) Acceptance of the 2022 Mendocino County Crop Report

Recommended Action:
Accept the 2022 Mendocino County Crop Report.

Attachments: 2022 Crop Report

3j) Approval of Retroactive Cooperative Agreement with California Department of Food and Agriculture (CDFA) in the amount of $12,084.23 for Reimbursement of Phytophthora Ramorum - Quarantined (SOD) Activities for the Term of July 1, 2025, through June 30, 2026

Recommended Action:
Approve retroactive Cooperative Agreement with CDFA in the amount of $12,084.23 for reimbursement of Phytophthora Ramorum - Quarantined (SOD) Activities for the term of July 1, 2025, through June 30, 2026; and authorize Chair to sign same.

Attachments: Interim Agreement *25-180

3k) Retroactive Approval of Cooperative Agreement with California Department of Food and Agriculture (CDFA) Amending Purchasing Agent Agreement No 24-27, Increasing the Amount by $55,190.30 for a New Total Amount of $97,611.30 for Reimbursement of Noxious Weed (Gorse) Removal from the Caspar Community, for the Period of July 1, 2023, through December 31, 2027

Recommended Action:
Approve the retroactive Cooperative Agreement with CDFA amending Purchasing Agent Agreement No. 24-27, increasing the amount by $55,190.30 for a new total amount of $97,611.30 reimbursement of Noxious Weed (Gorse) Removal for the term of July 1, 2023, through December 31, 2027; and authorize the Chair to sign the same.

Attachments: Interim Agreement *25-181

ANIMAL CARE SERVICES

3l) Adoption of Resolution Authorizing the Shelter Director or Designees to Accept Donation from the Margery S. Pfund Living Trust in the Amount of Four Hundred Eight Thousand Dollars ($408,000) and Authorizing the Shelter Director or Designees to Accept Donations and to Annually Report on Donations Valued in Excess of Ten Thousand Dollars ($10,000); and Immediately Report on Donations Valued at $100,000 or More and Accept Report of Donation and Deposit into the County's Spay and Neuter Reserve Account 1100-770019

Recommended Action:
Adopt Resolution authorizing the Shelter Director or designees to accept donation from the Margery S. Pfund Living Trust in the amount of four hundred eight thousand dollars ($408,000) and authorizing the Shelter Director or designees to accept donations and to annually report on donations valued in excess of ten thousand dollars ($10,000); accept report of donation and deposit into the county's spay and neuter reserve account 1100-770019; and immediately report on donations valued at $100,000 or more; and authorize Chair to sign same.

Attachments: Resolution 25-186
Resolution

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

3m) Acceptance of September 30, 2025 Mendocino County Pooled Investments Report

Recommended Action:
Accept the September 30, 2025 Mendocino County Pooled Investments Report.

Attachments: SEPT 2025 QUARTERLY INVESTMENT REPORT
STAFF REPORT - QUARTERLY REPORT SEPT 2025

HUMAN RESOURCES

3n) Adoption of Resolution Setting the Salary for the Auditor-Controller at $168,108.00/Annually and Treasurer-Tax Collector at $164,532.00/Annually, Effective January 2027

Recommended Action:
Adopt Resolution setting the salary for the Auditor-Controller at $168,108.00/annually and Treasurer-Tax Collector at $164,532.00/annually, effective January 2027; and authorize Chair to sign same.

Attachments: Resolution 25-187
Resolution

3o) Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 1020 (Executive Office), Add 1.0 FTE, Assistant Chief Executive Officer $151,611.20 - $184,288.00/Annually; Delete 1.0 FTE, (Position No. 3387) Deputy CEO $126,318.40 - $153,545.60/Annually

Recommended Action:
Adopt Resolution amending the Position Allocation Table: budget unit 1020 (Executive Office), add 1.0 FTE, Assistant Chief Executive Officer $151,611.20 - $184,288.00/annually; delete 1.0 FTE, (Position No. 3387) Deputy CEO $126,318.40 - $153,545.60/annually; and authorize Chair to sign same.

Attachments: Resolution 25-188
Resolution

INFORMATION TECHNOLOGY

3p) Approval of Mendocino County Use of Artificial Intelligence (AI) Policy

Recommended Action:
Approve the Mendocino County use of artificial intelligence (AI) Policy.

Attachments: Use of Artificial Intelligence

PLANNING AND BUILDING SERVICES

3q) Authorization of the Issuance of Administrative Coastal Development Permit Modification Number CDPM_2025-0003 to Reduce the Size of a Single-Family Residence and Permit After-the-Fact Installation of a Gate at the Base of the Driveway, Located at 43750 Alta Mesa Road, Manchester, APN 132-072-09

Recommended Action:
Authorize the issuance of Administrative Coastal Development Permit Modification Number CDPM_2025-0003 to reduce the size of the single-family residence and to permit after-the-fact installation of a gate at the base of the driveway, located at 43750 Alta Mesa Road, Manchester, APN: 132-072-09.

Attachments: CDPM_2025-0003 Hearing Packet

3r) Approval of Second Amendment to BOS Agreement No. 24-032 With TJKM And Mendocino County Planning and Building Services to Extend the Termination Date from December 31, 2025, to June 30, 2026

Recommended Action:
Approve the second amendment to BOS Agreement No. 24-032 with TJKM to extend the termination date from December 31, 2025, to June 30, 2026; and authorize the Chair to sign same.

Attachments: Agreement 24-032-A2

PROBATION

3s) Approval of Agreement with County of Trinity Probation Department to Provide Detention Services for Youth Place in the Mendocino County Juvenile Hall Effective November 18, 2025, at a Daily Bed Rate of $200 and Reimbursement for Medical Related Expenses, with a Maximum of $250,000 for the Term of the Agreement

Recommended Action:
Approve Agreement with County of Trinity Probation Department to provide detention services for youth placed in the Mendocino County Juvenile Hall effective November 18, 2025, at a daily bed rate of $200 and reimbursement for medical related expenses, with a maximum amount of $250,000 for the term of the Agreement; authorize the Chief Probation Officer to sign any future amendments which do not increase the total contract amount; and authorize Chair to sign same.

Attachments: Interim Agreement *25-182

SOCIAL SERVICES

3t) Approval of Retroactive Agreement with Redwood Community Services, Inc. in the Amount of $18,800, to Provide "Homeward Bound" Transportation Services to Person Experiencing Homelessness in Mendocino County, Effective July 1, 2025, through June 30, 2027

Recommended Action:
Approve retroactive Agreement with Redwood Community Services, Inc. in the amount of $18,800, to provide "Homeward Bound" transportation services to individuals experiencing homelessness in Mendocino County, effective July 1, 2025, through June 30, 2027; authorize the Social Services Director or designee to sign any future amendments not to exceed a maximum amount of $40,000; and authorize Chair to sign same.

Attachments: Agreement 25-183

3u) Approval of Agreement with Mendocino County Youth Project (MCYP) in the Amount of $298,005 to Provide Family Urgent Response System (FURS) Mobile Response Services to Current and Former Foster Youth Through Age 21 for Department of Social Services, Family and Children's Services, Effective Upon Execution through June 30, 2026

Recommended Action:
Approve Agreement with Mendocino County Youth Project (MCYP) in the amount of $298,005 to provide Family Urgent Response System (FURS) mobile response services to current and former foster youth through age 21 for Department of Social Services, Family and Children's Services, effective upon execution through June 30, 2026; authorize the Department of Social Services Director or designee to sign any future amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: Agreement 25-184

TRANSPORTATION/SOLID WASTE

3v) Adoption of Resolution Approving Agreement (Department of Transportation Agreement Number 240025) with Consor North America, Inc. in the Amount of $768,000 for Professional Engineering Services, and Authorizing a Contingency Amount of $76,800, for the Highway Safety Improvement Program Systemic Improvements and Sidewalks on Mendocino County Roadway Segments Project (Countywide)

Recommended Action:
Adopt Resolution approving Agreement (Department of Transportation agreement number 240025) with Consor North America, Inc. in the amount of $768,000 for professional engineering services, and authorize a contingency amount of $76,800, for the Highway Safety Improvement Program Systemic Improvements and Sidewalks on Mendocino County Roadway Segments Project (Countywide); and authorize Chair to sign the same.

Attachments: Resolution 25-189
Agreement 25-185
Resolution

3w) Adoption of Resolution Approving First Amendment to BOS Agreement No. 23-179 (Department of Transportation Agreement Number 220019) for Professional Engineering Services with GHD in the Amount of $40,149, for a New Contract Amount of $246,000, for the Hill Road Bridge Replacement Project over Mill Creek, County Road 327B, Milepost 5.94 (Covelo Area)

Recommended Action:
Adopt Resolution approving first amendment to BOS Agreement No. 23-179 (Department of Transportation Agreement Number 220019) for professional engineering design services with GHD in the amount of $40,149, for a new contract amount of $246,000, for the Hill Road Bridge Replacement Project over Mill Creek, County Road 327B, milepost 5.94 (Covelo area); and authorize Chair to sign the same.

Attachments: Resolution 25-190
Agreement 23-179-A1
Resolution
Letter

3x) Adoption of Resolution Approving the Fourth Amendment to BOS Agreement No. 17-045 (Department of Transportation Agreement Number 170008) for Professional Engineering Services with Dewberry Engineers, Inc. in the Amount of $99,917, for a New Contract Amount of $1,031,000, and Authorizing an Additional Contingency Amount of $103,000, for the Usal Creek Bridge Replacement Project on Usal Road over Usal Creek, County Road 431, Milepost 5.94 (Whitethorn Area)

Recommended Action:
Adopt Resolution approving the fourth amendment to BOS Agreement No. 17-045 (Department of Transportation Agreement Number 170008) for professional engineering design services with Dewberry Engineers, Inc. in the amount of $99,917, for a new contract amount of $1,031,000, and authorizing an additional contingency amount of $103,000, for the Usal Creek Bridge Replacement Project on Usal Road over Usal Creek, County Road 431, milepost 5.94 (Whitethorn area); and authorize Chair to sign the same.

Attachments: Resolution 25-191
Agreement 17-045-A1
Resolution
170008 Amendment 4 _ Letter

3y) Adoption of Resolution Approving the Sixth Amendment to BOS Agreement No. 16-017 (Department of Transportation Agreement Number 160025) for Professional Engineering Services with Consor North America Inc. in the Amount of $196,000, for a New Contract Amount of $1,181,400, for the Lambert Lane Bridge Replacement over Robinson Creek, County Road 123A, Mile Post 0.10 (Boonville Area)

Recommended Action:
Adopt Resolution approving the sixth amendment to BOS Agreement No. 16-017 (Department of Transportation Agreement Number 160025) for professional engineering services with Consor North America Inc. in the amount of $196,000, for a new contract amount of $1,181,400, for the Lambert Lane Bridge Replacement over Robinson Creek, County Road 123A, milepost 0.10 (Boonville area); and authorize Chair to sign the same.

Attachments: Resolution 25-192
Agreement 16-017-A3
Resolution
160025 Amendment 6 Letter

3z) Adoption of Resolution Approving the Eleventh Amendment to BOS Agreement No. 11-056 (Department of Transportation Agreement Number 110002) for Professional Engineering Services with Consor North America, Inc. in the Amount of $239,400, for a New Contract Amount of $1,691,900 for the Ackerman Creek Bridge Replacement Project on North State Street, County Road 104, Milepost 0.94 (Ukiah Area)

Recommended Action:
Adopt Resolution approving the eleventh amendment to BOS Agreement No. 11-056 (Department of Transportation Agreement Number 110002) for professional engineering services with Consor North America, Inc. in the amount of $239,400, for a new contract amount of $1,691,900 for the Ackerman Creek Bridge Replacement Project on North State Street, County Road 104, milepost 0.94 (Ukiah area); and authorize Chair to sign the same.

Attachments: Resolution 25-193
Agreement 11-056-A11
Resolution
110002 Amendment 11 Letter

3aa) Adoption of Resolution Approving Notice of Completion and Release of Contract Surety, Department of Transportation Contract Number 250002, 2025 Corrective/Preventative Maintenance on Various County Maintained Roads (Hopland Area)

Recommended Action:
Adopt Resolution approving Notice of Completion and release of Contract Surety, Department of Transportation Contract Number 250002, 2025 Corrective/Preventative Maintenance on Various County Maintained Roads (Hopland Area); and authorize Chair to sign same.

Attachments: Resolution 25-194
Resolution
NOC Inspection Memo 250002
Notice of Completion 250002

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: November 18, 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, 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, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s).

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **No Action Taken**
Date: November 18, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4b)

To: BOARD OF SUPERVISORS
From: Library
Meeting Date: November 18, 2025

Department Contact:	Mellisa Hannum	**Phone:**	707-882-3114
Department Contact:	Barb Chapman	**Phone:**	707-367-8216

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Acceptance of Presentation of the Library Advisory Board's Annual Report to the Board of Supervisors
(Sponsor: Library)

Recommended Action/Motion:
Accept presentation of the Library Advisory Board's Annual Report to the Board of Supervisors.

Previous Board/Board Committee Actions:
The Board of Supervisors receives reports from the Library Advisory Board on an annual basis.

Summary of Request:
The Library Advisory Board (LAB) provides recommendations to the County Librarian and Board of Supervisors about the library's operations, policy, services, and programs, and they are providing a report on the status of the Library to the Board of Supervisors.

The LAB provides updates on the Friends of the Library activities as well.

Alternative Action/Motion:
Do not accept or direct and provide alternate direction.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
<https://www.mendolibrary.org/about/library-advisory-board>

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 Final Status: **Approved**
Date: November 18, 2025

Mendocino County Library Advisory Board

Annual Report to the Mendocino County Board of Supervisors

The Mendocino County Library Advisory Board (LAB) was established in 1970. The LAB acts in an advisory capacity to the Board of Supervisors to make recommendations to the County Librarian and the Board of Supervisors regarding issues of County Library operations, policy, services and programs, review of the budget programs and recommendations, consideration of proposals or requests submitted by citizens or groups pertaining to the County Library operations and matters affecting public library services in Mendocino County. The LAB is comprised of nine voting members, one from each district and one from each city. Current board members are: District 1, Jody Nyberg (Secretary Elect); District 2, Michele Bisson Savoy (Chair); District 3, Lew Chichester; District 4, Carole Poma; District 5, Megan Riley; City of Fort Bragg, Linda Stumpf; City of Point Arena, Vacant; City of Willits, Olga O'Neill (Vice Chair), City of Ukiah, Susan Sher; County Librarian, Mellisa Hannum (non-voting).

The passage of Measure O in November 2022, making permanent a one-quarter cent (.25%) sales tax for library services with at least forty percent (40%) reserved for capital investments requires the LAB to determine a fair and equitable distribution of funds to all areas of the county. Process from this tax shall be allocated by the Board of Supervisors in consideration of recommendations of the Advisory Board.

The board meets six times a year rotating between individual library sites. Dates, time and meeting locations are posted on the County Library website. Mendocino County Board Supervisors are encouraged to attend the meeting in their districts.

The Mendocino County Library Advisory Board's goal is to support the library system and ensure that its revenue is used wisely. The board is made up of volunteers who meet bi-monthly to advise the library director and listen to feedback from the community.

Mendocino County Library

The mission of the Mendocino County Library is to enrich lives through free and equitable access to materials and programs centered on education, culture, and entertainment.

Coast Community (Pt. Arena), 225 Main St., Point Arena, CA 95468 (707) 882-3114

Ft. Bragg, 499 Laurel St., Fort Bragg, CA 95437 (707) 964-2020

Laytonville, 44960 N. HWY 101, Suite D., Laytonville, CA 95454 (707) 234-6390

Round Valley, 23925 Howard St., Covelo, CA 95428 (707) 983-6736

Ukiah, 105 N. Main St., Ukiah, CA 95482 (707 463-4490

Willits, 390 E. Commercial St., Willits, CA 95490 (707) 459-5908

Bookmobile (offices are in the Ukiah Branch) (707) 234-2874



The Bookmobile services the entire county with stops in Navarro*, Comptche, Philo*, Boonville*, Manchester, Stewarts Point*, Sea Ranch*, Gualala*, Hopland*, Golden Rule*, Redwood Valley*, Potter Valley*, Laytonville, Leggett, Piercy*, Three Rivers School, Caspar*, Mendocino*, Westport*, Albion*, Elk

*Denotes Wi-Fi service is available through the Bookmobile at that location.

Services and Programs provided by the Library

All Mendocino County Library branches provide these services:-

- Books, Ebooks, Audiobooks, Music, Movies, Zip Books, Interlibrary Loan Books
- Educational databases, digital books and materials, technology trainings online: Adult Learning Center, Alexander Street, Archives Unbound, Britannica Escolar, Britannica School, CollegeNow, Consumer Reports, DigitalLearn, Discover & Go, Ebsco Research, Enki Biblioboard, Explora, Gale Science and Environmental Studies, HelpNow, Legal Information Source, Libby/Overdrive, National Geographic for Kids, New York Times, Newsbank, NextReads, Novelist K-8 Plus, NovelistPlus, Palace Project, PebbleGo Science & Capstone Interactive eBooks, Points of View Reference Source, Press Democrat, ProCitizen, ProQuest, San Francisco Chronicle, Small Business Source, Sora for Schools, Teacher Reference Center, TeachingBooks
- Library catalog for Mendocino, Lake, and Sonoma Counties' Collections – Request items and manage patron accounts
- Delivery to all Branches of Requested Items
- Agency Library Cards, Educator Library Cards, Student Success Cards, Class Visits to the Library
- Author Talks & Virtual Author Talks – Live and Recorded
- Library Outreach, Library by Mail: books, DVDs, CDs, etc.
- Computers, Internet, Hotspots, Chromebooks
- Summer Reading Challenges and Live Programs
- Discover & Go Museum Passes, California State Library Parks Passes, Backpack Hiking Kits, Cooking Kits, Senior Memory Kits, Solar Panel Charger Kits, DIY Toolkits, Literacy Kits, Radon Discovery Kit
- Seed Libraries & Seed Library Programming
- Specialty Classes/Presentations/Programs and Partnership Programs
- Programs and Events for all Ages
- Storytimes
- Mendocino County Book Club selections

Branch Specific Services:

- Physical Newspapers and Magazines: Ukiah, Coast, Willits, Round Valley, and Fort Bragg
- Community Rooms: Round Valley, Willits, Fort Bragg, Ukiah, and Coast
- Study Booths: Ukiah, Willits, and Coast
- Specialty Book Collections:-Grateful Dead Collection (Ukiah), Cannabis Collection (Ukiah), Book Club Collections (Ukiah), D&D Collection (Ukiah), Mushroom Collection (Willits), Legal and

Business Self-Help (Willits), First American Collection (Round Valley), Local History Room for Mendocino North Coast (Fort Bragg)

- Board Games: Round Valley, Ukiah, Fort Bragg, and Willits
- In-Library Passive Programming: Ukiah, Fort Bragg, Willits
- Video Games: Ukiah and Fort Bragg
- Art Displays & Exhibits: Ukiah, Round Valley, and Fort Bragg
- Awe Learning Computers: Ukiah and Willits
- 3-D Printers & Print Designs: Ukiah
- Honor Lending Library, Senior Tech Help, County Wide outreach: Outreach
- Self-Check Machines: Ukiah, Coast, Willits, Round Valley, and Fort Bragg
- Ukuleles: Ukiah
- Lunch at the Library: Fort Bragg (pop-up), Coast (in-branch), Ukiah (pop-up), Willits (pop-up, in-branch 2025), Round Valley (pop-up), and Outreach
- Annual Cold Weather Clothing Donation Table: Ukiah, Willits
- Formal Wear clothes for high school students: Coast
- FOL Bookstore: Ukiah, Coast, Willits, Round Valley, (Noyo Book Store in Harbor) Fort Bragg, Laytonville Book Room
- Back to school supply round-up: Willits

Ongoing Branch Programs:

- Adult Book Clubs: Wines and Spines, Amble & Ramble, Lines & Spines (Ukiah), Books-n-Brews (Coast), and Adult Book Club (Fort Bragg), Book Lovers Discussion Group (Willits)
- Tech Help: Ukiah, Fort Bragg, Coast, Round Valley, Willits, Outreach Teen Hangout: Coast
- Teen Library Council: Ukiah and Coast
- Teen Lock-Ins: Ukiah, Coast, and Fort Bragg
- Teen D&D: Fort Bragg and Coast
- Teen Gaming: Ukiah
- Coding Club: Ukiah
- 3D Design Workshops: Ukiah
- Anime Asylum: Ukiah
- Read with a Ranger Partnership with the California State Parks: (twice a year) Ukiah, Fort Bragg

- Fire Preparedness Classes and Presentations/Partnerships with Mendocino County Firesafe Council: Round Valley, Ukiah, Coast, Fort Bragg
- Partnership Programs/Presentations with The Dharma Realm Buddhist University: Ukiah
- Children's Farmer's Market: Ukiah
- Reading at the Farmer's Market: Ukiah, Willits
- Open Mic & Poetry Events: Ukiah, Fort Bragg, Coast
- Ongoing music programs: Ukiah, Outreach, Coast
- Career Day: (annual) Ukiah
- Knit and Crochet and Quilting and Sewing Groups: Willits, Coast, Ukiah
- First Friday Artwalk Events: Ukiah
- Urban Homesteader Series: Ukiah
- Makerspaces: Ukiah
- Creation Station: Willits
- Storytimes for Families: Fort Bragg, Ukiah, Round Valley, Coast, Willits, Bookmobile, Outreach, Laytonville
- Craft Programs – children, teens, or adults: Fort Bragg, Coast, Ukiah, Willits, Round Valley, Outreach, Laytonville
- LEGO® Programming: Fort Bragg, Ukiah, Willits, Coast
- Therapy Dog Programs: Ukiah
- Build a Robot, Scratch Coding: Outreach
- Documentary Film Series/Movie Nights: Round Valley, Coast
- Senior Exploration Series: Round Valley
- Life-Long Learning Series: Coast
- Chair Yoga: Coast
- Point Arena Merchants Association Events (Hometown Holidays, Almost Fringe Festival, Independence Parade): Coast
- Paul Bunyan Labor Days Events (Kiddie Parade): Fort Bragg
- Social Services Navigation Day: Round Valley
- Penny University: Willits

Friends of Coast Community Library (located in Point Arena)

P. O. Box 808, Point Arena, CA 95468
President Chas Higgins, contact email: cwh@sonic.net, (707) 934-0483
The FOCCL group meets monthly at the library on the 4th Friday of the month at 1:30.

The Friends of Coast Community Library is responsible for maintaining the building housing our library in Point Arena. Keeping the building dry has been an ongoing challenge. This year FOCCL volunteers made improvements to drainage in the rear of the building that, combined with street improvements completed by the city of Point Arena, eliminated water intrusion on the ground level. We also made repairs to the walls and floor of our Annex structure to correct years of water damage. These efforts, while they were completed mostly by volunteers, cost around $11,000 for materials and skilled labor for plastering and painting.

Our book sales volunteers have held three major book sales this year, offering grocery sacks full of books at a nominal cost. These sales supplement our daily book sales in the library as well as our free “Box Of Books” (BOB) available 24/7 on Main Street Point Arena.

FOCCL volunteers organized Lifetime Learning classes based on the Great Courses series of video classes taught by university faculty from around the world. Volunteers serve as facilitators, leading discussions about the video lectures. Classes offered in the last year include “Why Insects Matter” and “The Celtic World.” FOCCL also hosted presentations by community members Carol Wilder, on contemporary media, and Alan Levine, who read from the late Nancy Kay Webb’s book “Where the West Ends”, recounting stories from mid twentieth-century Point Arena.



Friends of the Fort Bragg Library
499 East Laurel Street
Fort Bragg, CA 95437
(707) 964-2020
Email: ffblnews@gmail.com
The Friends of the Fort Bragg Library meets on the 3rd Friday of each month at 10:00 am.

The fundraising efforts have been well received by our generous coastal community. We held 2 well-attended Book Sale events and 3 restaurant fundraisers earlier this year. We have another restaurant fundraiser planned for October 16th and a Pop-Up Book, Pottery and Rock Poster fundraiser scheduled for December 6 and 7. Our $1000 Club fundraising total this year, thus far, is $8000. We have received an estimated total of $20,000 in fundraising efforts this year. Of this funding, we have donated nearly $14,000 to the Fort Bragg Library for programs and services. We also purchased two new rugs, one each, for the children's room and the teen area.

One of our very generous and dedicated library patrons gifted our organization her home and property, including the entire contents of her home. She was an admirable potter, originally from San Francisco, who created an abundance of beautiful pottery. We have been successfully fundraising her unique pottery and vintage rock posters. We put the home on the market on October 1st with an asking price of $650,000. All proceeds from the sale are earmarked for our Library Annex Project.

Our building plans have been revised once more this year, with the assistance of our exceptional Planning Consultant, Marie Jones. Our 3,348 square foot Library Annex proposal was approved by the Mendocino Coast Planning Commission October 8th. We have signed a contract with Dancing Dog Designs, as our Project Manager and a timeline has been created. We plan to break ground for our Library Annex at 421 Whipple Street in the Spring of 2026.

Proposed drawing of new building.



Friends of the Laytonville Library
Book Shop/Seed Library/Community Mtg Rm
200 Branscomb Rd., Laytonville
Tues., Wed., Fri. 12 - 4 pm
Mailing Address: PO Box 1382, Laytonville, CA 95454
(707) 984-8089 (Healthy Start offices)
Website: https://www.laytonville.org/friends-of-the-laytonville-library/

The Friends of the Laytonville Library meet every 2nd Friday at 12:00 noon in the Community Room at the Book Shop.

In 2025 a new, growing team of volunteers has now stepped up to continue the legacy of the original founding members. New Volunteer policy and procedure documents have been established, including volunteer roles and descriptions, book sorting and shelving guidelines, community room use request form, volunteer code of conduct policy, and public code of conduct Friends of the Laytonville Library postings. Newly renovated space, expanded shelving, an energized Facebook presence, a new vintage book room, and a complete reorganization and presentation of book holdings now make book shopping an easy and pleasant experience. Our many regulars continue to come in to support our library, and many new visitors are coming through the doors!

The mission of the Friends of the Laytonville Library is to facilitate the joyful experience of reading and learning. The Friends group raises funds to support this goal by covering Laytonville Library needs not provided by the Mendocino County Library System, by providing free books for children, and through class visits and other collaborative programs encouraging reading. As 2025 moves to a close, we're proud to be meeting these needs through our dedicated volunteers and financial support.



In addition to supporting the library through Book Sales and donations, the Friends are an important hub for community activities. We host a newly expanded Seed Library with bi-annual seed exchanges, internet access, computer use and printing, and a children's art and play area. We recently hosted a visit from the High School's Yearbook club and October offers weekly children's face painting. Planning is underway to hold a children's reading session at the weekly Farmers Market in Harwood Hall. We continue a busy monthly calendar of hosting groups and meetings in our Community Rm, including the Book Club, student tutoring, GMRS Emergency Radio club, the Long Valley Animal Welfare Coalition, a weekly children's playgroup, and a Fiber Arts meetup. The FOLL are proud of their role in supporting the Laytonville community and the mission of the Mendocino County Laytonville Library branch!

The Friends of the Round Valley Public Library
P.O. Box 620, Covelo, CA 95428
President Ed Tepas, Facebook: The Friends of the Round Valley Public Library
Meets monthly the first Friday of every month at 5:00 PM in Library Commons.

The Round Valley Branch had over 24,000 visits last year and we made 147 new library cards. 1927 folks attended one or more of our over 100 programs. Our branch added 1427 new items to our collection, and we circulated 17,572 items, many of these library materials were sent to patrons at other branches. The Round Valley Branch was awarded the prestigious *Eisner Innovation Grant for Libraries*, which supports the creative use of graphic novels and comics in library programming. Senior Library Tech Pat Sobrero travelled to Philadelphia to attend the American Library Association annual conference to accept the award. The grant will pay for graphic novels for children and teens and a community "open house" to celebrate the graphic novel format and explore how comics can enrich learning and build community.

The Friends fundraising activities have been ongoing, and thus far we have received $15,933 in donations, merchandise sales, and the sponsorship of a community Earth Day event.
We contribute a fairly substantial portion of this income as a supplemental source of funds for the librarians to add to the collections or produce events.

The Library Commons includes the Mendocino County Round Valley Branch Library, a community meeting room, a cafe, an art gallery, a community kitchen, an outdoor covered patio, an FM radio station broadcast studio, and the Walnut Grove community park. Along with our commitment and active support of our local library, The Library Commons is an important focus of the Friends' activities. Owning our own building and grounds allows us to sponsor quite a few diverse activities, including a dynamic Art Committee, which curates at least six separate art installations during the year as well as a live figure drawing class.

We maintain the Walnut Grove, a shaded and landscaped area which is the home of the weekly Round Valley Farmers' Market and other seasonal outdoor events. KYBU 96.9FM is the Friends community radio station, which broadcasts music and public affairs programming, provides remote live coverage of events, and is streaming and on line with a backup generator in the event of some form of natural disaster.



The Friends are the sponsoring organization for the Round Valley Skate Park Project, an attempt of the local skater enthusiasts to develop and build a skate park in Covelo. The Round Valley Emergency and Disaster Preparedness Planning group meets regularly in the Commons and has created a functional template for local area responses to disruptions to transportation or other services in the event of a severe storm or wildfire.

We also host in the community meeting room the meetings of the Round Valley Area Municipal Advisory Council, the Covelo Cemetery District Board and the Round Valley Blackberry Festival steering committee. The community meeting room is a very busy place, and as well as all these meetings we host a monthly live music evening, various presentations and events of the County Library throughout the year including a monthly documentary film showing, and any number of special events and public gatherings.

The activities and commitments of the Friends of the Round Valley Public Library continue to ensure that we will remain the BEST SMALL LIBRARY IN AMERICA.

Ukiah Valley Friends of the Library
105 North Main Street, Ukiah, CA 95482
(707) 510-6270
Email: Friendsofthelibrary.ukiah@gmail.com
Website: UkiahLibraryFriends.com
The Ukiah Valley Friends of the Library meets monthly every third Thursday at the library at 4:00.

The Ukiah FOL has been very busy this past year. We completed a project of raising funds to purchase an exterior book drop for the library to replace the through-the-wall one presently in use. The proposed book drop will provide for safe retrieval by the librarians and quick, efficient drop-off by library patrons. Installation has been delayed due to construction of the ADA parking spot, new doors and updated walkway. We expect to purchase it in November with a December installation date.

The Ukiah FOL created an endowment fund under the auspices of the Community Foundation whereby we can build long term equity. The goal is to keep pace with inflation and show growth in real terms. Library patrons can contribute to the endowment by direct donations and through estate bequeathals.

Fundraising efforts include our monthly book sales, a bookstore shelf (honor system) in the library and a new online presence on Ebay for vintage and collectible books. The library hosts 450 to 500 patrons a day. Last year the FOL donated $16,000 to maintain its support of the library programs funding Summer Reading (Teen, Children, and Adult), the Seed Program, Chinese brush painting, the Kids Farmers Market, readings by individual authors, and programs for adults like the Renter's Rights Workshop. First Friday Artwalk with music and a book sale always draws a big crowd.

We worked with the city to add five permitted parking spaces in the lot across the street from the library to help ease the parking situation. The new ADA spot in front of the library is great. It provides direct access to the sidewalk and the ramps on the corners have improved ADA access.



Friends of the Willits Library

Meets are held monthly at the library on the third Saturday at 10:00 am.

The Willits Friends has continued to focus its efforts on providing financial assistance for programs and specific needs for the library. The updated roster has close to 250 members, and there are increased efforts to recruit more members. The Willits Friends has a permanent for-sale bookshelf, offers weekend sales in the meeting room twice yearly, and provides several pop-up book sales. Working with Better World Books has provided some income as well as a means to get all usable books into readers' hands. There are free adult and children's books available at the site and are also provided to the food bank and other community areas.

Recently, the Friends administered the Downey Fund, which began with a $10,000 donation earmarked for non-fiction books for the Willits Branch. Members can continue to donate specifically to this fund or choose to make general donations. In addition to funds provided for programs and specific needs, this year the Friends will contribute $10,000 towards the book collection.

The completion of the Willits Branch roof has been a welcome sight! Other needed improvements identified several years ago are now in the beginning phases of being planned toward implementation. The Friends will work with the librarian to re-establish the working group as a way to offer input on needs and ideas.



The Bookmobile

The Mendocino County Bookmobile checked out 18,799 books. They had 4,318 visits by patrons during 28 stops per month. The bi-weekly bookmobile schedule covers the coast and the north county. Coast stops start on Tuesday with the Anderson Valley. Tuesday stops include the Navarro Store*, Comptche School, Comptche Store, Philo by the Post Office* ending in Boonville at the Apple Building*. Wednesday is the South Coast, starting at the Manchester School, Stewarts Point opposite the store*, Sea Ranch at Ohlson Ranch*, ending the day in Gualala at the Mall parking lot*. Thursday is the Inland Route. Starting in Hopland at the Casino*, Golden Rule*, Redwood Valley Lions Club Park*, Potter Valley Community Resource Center/PVYCC*. The next week on Tuesday is the Laytonville-Piercey route, starting in Laytonville near the Post Office, Leggett School, Leggett Store ending at Piercy*. Wednesday's route is Caspar and Mendocino, starting at the Three Rivers School, Caspar Community Center*, ending at the Mendocino Community Center*. Thursday is Westport and Elk, starting at Westport near the Post Office*, Albion School*, Albion Store*, and ending at the Elk Store.

In addition to the route, the Bookmobile took part in the Touch-a-Truck event. It hosts Storytime at the Anderson Valley/Boonville location. It was able to provide library services to the Anderson Valley Junior-Senior High School when their library was being renovated. The Bookmobile provides services to the Hopland Band of Pomo Indians and the Pinoleville Pomo Nation.

The Friends of the Bookmobile are currently re-organizing. Please see the Library Annual report for the status on the new bookmobile.

The * indicates Wi-Fi is available from the Bookmobile.



Summary

We have a LAB Ad Hoc working on the Ukiah Expansion Feasibility Study. The committee includes staff Melissa Carr and Barb Chapman, LAB members Michele Savoy and Carol Poma, Supervisor Mulheren, Friends of the Library President Barbie Blake, and an Ukiah patron. An intriguing possibility came up that we are looking into property near the Courthouse is being considered by a senior affordable housing developer that is interested in the library occupying the first floor with possible connection to an MTA transit hub. This is still in the initial stages, and we don't have confirmation of any of the details yet.

Each library has a “Friends of the Library" group (FOL). Every FOL has money, volunteers and expertise. The FOL groups would like to work with the County to accomplish more for our library branches.

Requests:

The LAB would like a detailed report on the A-87 charges for 2023/2024 which exceeded the original Library budget by $220,000. Our small budget of $3,985,375 allocated $367,432 for A-87 charges. The additional surprise cost of $220,000 is a budget buster. Add to that the loss of money from the State (due to Federal Grant cuts) has forced the library to cut the many services, personnel and programs going forward. It is important to cut the A-87 charges back to a more reasonable level. It is also important for the County to be forthcoming with the reasons and details for this expense.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4c)

To: BOARD OF SUPERVISORS
From: Executive Office
Meeting Date: November 18, 2025

Department Contact:	Darcie Antle	**Phone:**	707-463-4441
Department Contact:	Kelly Hansen	**Phone:**	707-463-4441

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Adoption of the County of Mendocino's 2026 Legislative Platform (Sponsor: Executive Office)

Recommended Action/Motion:
Adopt the County of Mendocino's 2026 Legislative Platform.

Previous Board/Board Committee Actions:
On September 9, 2025, the Board of Supervisors referred the development of the 2026 Legislative Platform to the General Government Standing Committee pursuant to the Board of Supervisors Rules of Procedure.

On October 22, 2025, the General Government Committee reviewed the draft 2026 Legislative Platform and referred the 2026 Legislative Platform to the Board of Supervisors.

Summary of Request:
In accordance with County Policy No. 19, the Board of Supervisors adopts an annual Legislative Platform outlining the County's priorities for legislative advocacy, state and federal funding, and key issues affecting local government.

The proposed 2026 Legislative Platform addresses: regulatory mandates and reform; governmental transparency and public access; county roads and infrastructure; climate resilience and renewable energy; disaster prevention, recovery, resiliency, and mitigation; natural resources; agriculture; economic and community development; cannabis; public safety; health and human services; public health; behavioral health; and homelessness.

Development of the 2026 Legislative Platform was led by the General Government Standing Committee, as has been standard practice since 2016. The Committee reviewed the draft on October 22, 2025, and referred it to the Board for review and adoption.

Alternative Action/Motion:
Do not adopt the 2026 Legislative Platform and provide alternative direction to staff.

Strategic Plan Priority Designation: An Effective County Government, A Safe and Healthy County, A Thriving Economy, A Prepared and Resilient County

Item #: 4c)

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
https://www.mendocinocounty.org/government/executive-office/legislative-program

Fiscal Details:
source of funding: No funding needed for requested action
current f/y cost: $0
budget clarification: No funding needed for requested action
annual recurring cost: $0
budgeted in current f/y (if no, please describe): No
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: Atlas Pearson, Senior Deputy Clerk
Date: November 18, 2025

Final Status: **Approved with Modification**



COUNTY OF MENDOCINO

STATE OF CALIFORNIA

2026

LEGISLATIVE PLATFORM



Adopted By:

Madeline Cline
District 1

Maureen Mulheren
District 2

John Haschak
District 3

Bernie Norvell
District 4

Ted Williams
District 5

Prepared By:

Chief Executive Officer
Darcie Antle

COUNTY OF MENDOCINO

2026
LEGISLATIVE PLATFORM

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MISSION STATEMENT

The Mendocino County Board of Supervisors' mission is to create and maintain a responsive and responsible government that enhances the quality of life of the people of Mendocino County. The County's mission is to deliver services that meet public safety, health, social, cultural, education, transportation, economic, and environmental needs of our communities. Mendocino County's Strategic Plan guides the critical decisions the Mendocino County Board of Supervisors faces to improve the quality of life for County residents.

MENDOCINO COUNTY'S STRATEGIC PLAN PRIORITIES

a. An Effective County Government

i. Define clear roles, responsibilities, and processes for government leadership Create a thriving organizational culture.
ii. Implement new approaches to demonstrate our commitment to Diversity, Equity, and Inclusion (DEI).
iii. Improve operational efficiency by streamlining processes and implementing technology-based solutions.
iv. Increase transparency in government operations to build trust with employees, communities, and partners.
v. Assure financial sustainability of the County.

b. A Safe and Healthy County

i. Provide a person-centered approach to help under-resourced individuals and families thrive.
ii. Deliver culturally relevant public health services that focus on prevention and are guided by social determinants of health.
iii. Increase access to behavioral health services.
iv. Help people feel safe in their communities.
v. Implement practices that support a sustainable environment and responsible stewardship of natural resources.

c. A Thriving Economy

i. Support a vibrant economy.
ii. Support increased housing stock at a range of affordability levels.
iii. Ensure that affordable and reliable broadband communications is available to all County residents.

d. A Prepared and Resilient County

i. Increase disaster/emergency preparedness and resiliency.
ii. Ensure access to rural fire protection and emergency medical services.
iii. Improve and maintain transportation and road systems/access routes.

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BOARD OF SUPERVISORS – SUPERVISORIAL DISTRICT MAP

The Board of Supervisors is the legislative body of Mendocino County government. The Board adopts policies, establishes programs, appoints certain non-elected department heads, and adopts annual budgets for all County departments. The Board of Supervisors also serves as the governing board for two special districts; the Mendocino County Water Agency, and the Mendocino County Air Quality Management District. Supervisors also serve on regional agencies and as ex-officio members on the boards of county service districts. The Board of Supervisors is a five-member board elected by district on the basis of population, as required by state law. Supervisors are elected on a non-partisan basis and serve for a term of four years. Along with the Board's committee and agency appointments, Supervisors also elect a Chairperson and Vice Chairperson annually among themselves.



Madeline Cline
District 1



Mo Mulheren
District 2



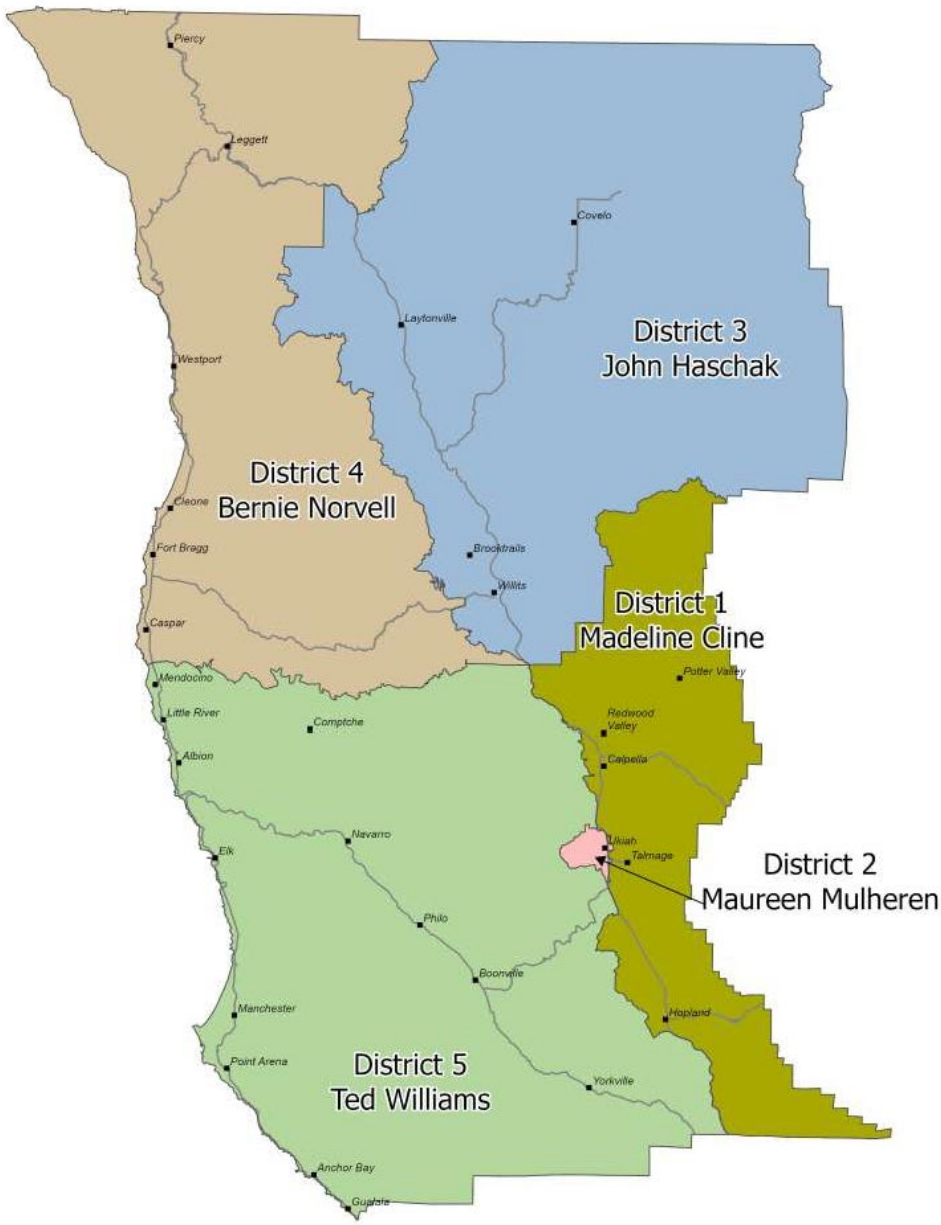
John Haschak
District 3



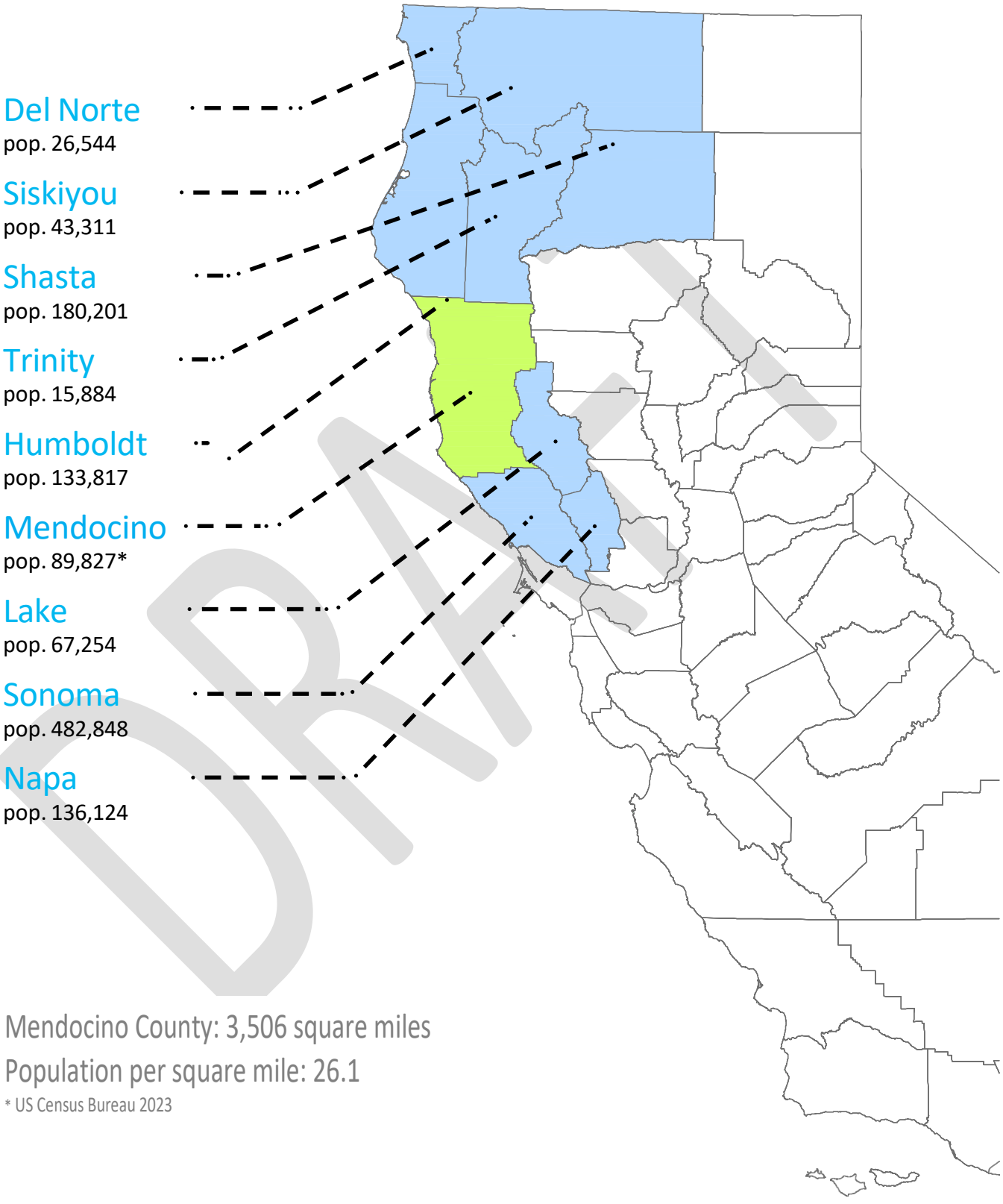
Bernie Norvell
District 4



Ted Williams
District 5



MENDOCINO COUNTY PROFILE



Mendocino County: 3,506 square miles

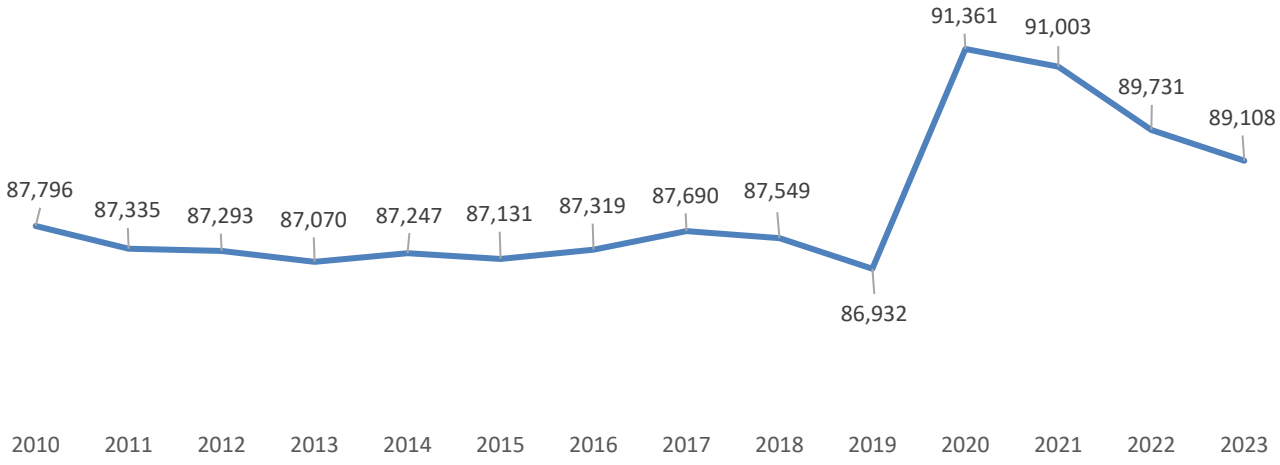
Population per square mile: 26.1

* US Census Bureau 2023

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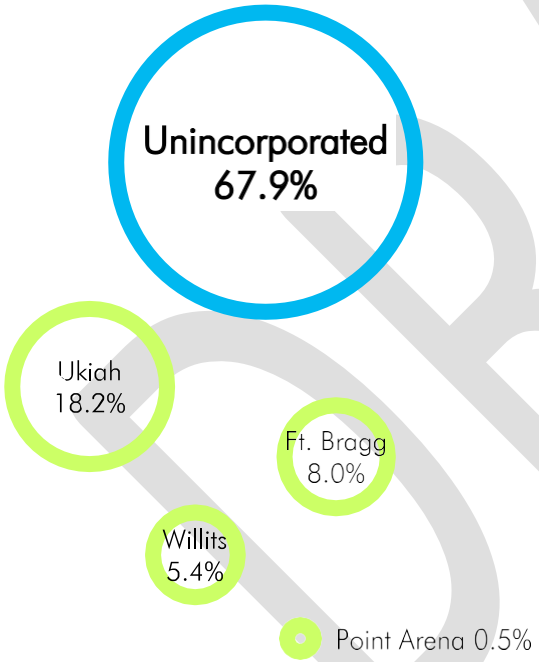
MENDOCINO COUNTY DEMOGRAPHICS

Mendocino County Total Population



* Source: US Census Bureau 2023

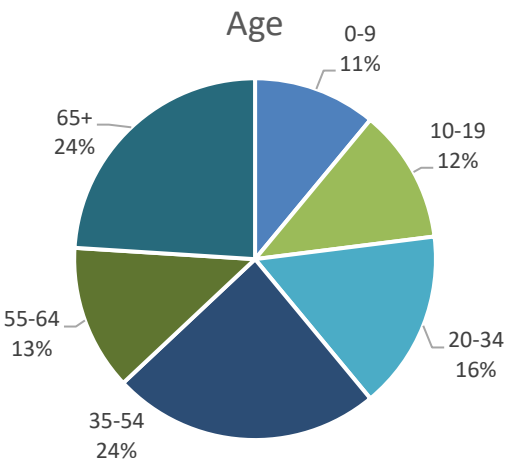
Population by Jurisdiction

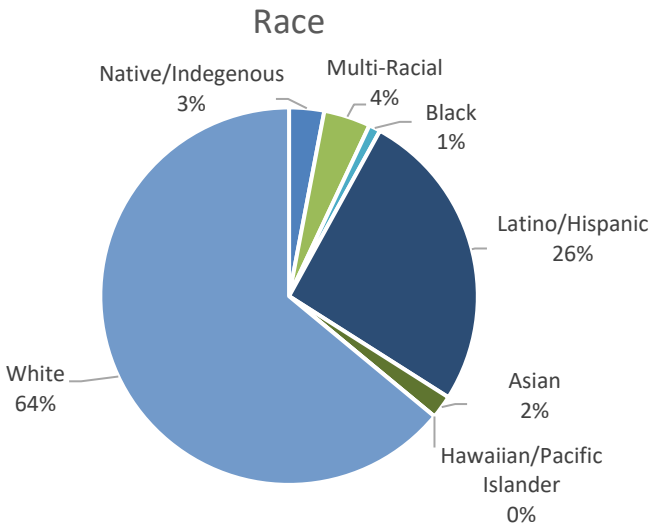


Note: Numbers may not add due to rounding.

* Source: US Census Bureau 2023

Mendocino County Population

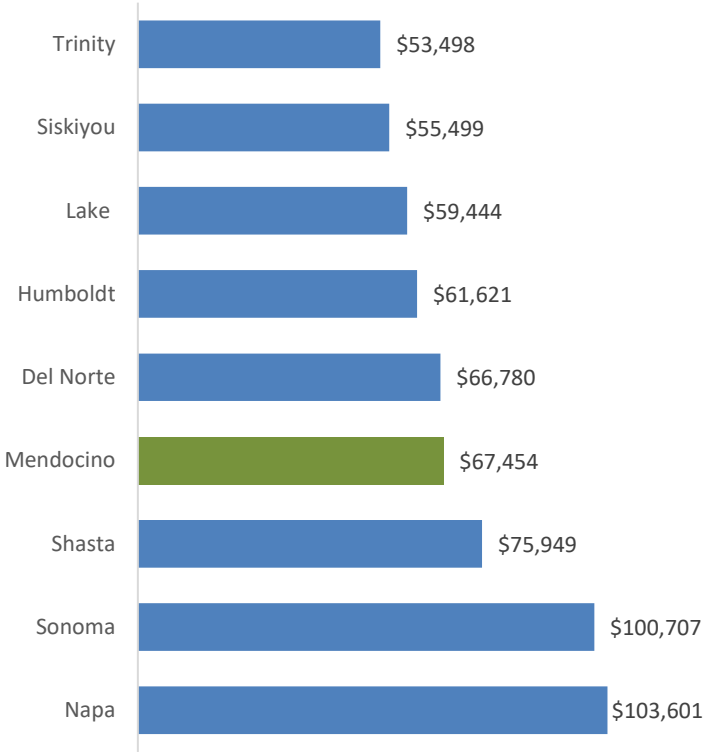




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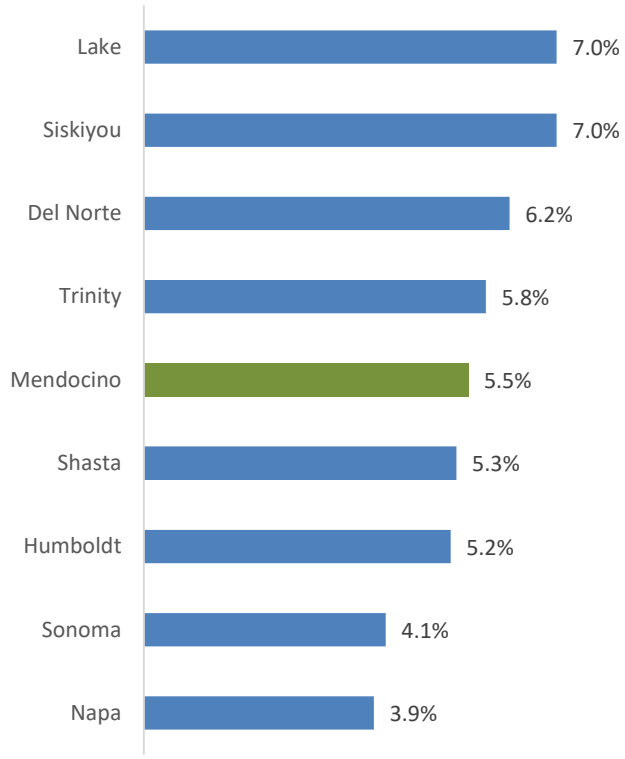
MENDOCINO COUNTY ECONOMIC TRENDS

Median Household Income



*Source: US Census Bureau 2023

Unemployment Rate



*Source: State of California Employment Development Division (EDD) 2024

Households with Income under $50,000/yr: 36.3%

*Source: US Census Bureau 2023

Number of Households: 34,951

*Source: US Census Bureau 2023

Civilian Labor Force: 37,510

*Source: CA EDD

Labor Force as Percent of Population: 42% (vs. 62.4% CA)

*Source: CA EDD

Median Sold Price of Existing Single-Family Homes (July 2025): $567,000 * Source: California Association of Realtors

Spending 30% or More of Household Income on Housing: *

- Mortgaged Owners: 47.1% (vs. 38.4% CA)
- Renters: 56.2% (vs. 54.7% CA)

*Source: US Census Bureau 2023

People Living Below Poverty Level: 15.2% (vs. 12% CA) *

- Families Living Below Poverty Level: 10.7% (vs. 8.4% CA)
- Children Living Below Poverty Level: 17.4% (vs. 15.1% CA)
- People 65+ Living Below Poverty Level: 11.7% (vs. 11.3% CA)
- Veterans Living Below Poverty Level: 13.5% (vs. 7.8% CA)

*Source: US Census Bureau 2023

2026 State & Federal Legislative Platform

Legislative Platform Overview

Local government is uniquely and best positioned to support, serve, and respond to community and individual needs. The ability of the Board to deliver on its mission, "to create and maintain a responsive and responsible government that enhances the quality of life of the people of Mendocino County," requires support from all levels of government. Therefore, state and federal legislative and regulatory policy and action are often needed to support local government to achieve meaningful impact in their communities. State and federal actions play a critical role in enabling counties to deliver, shape, and fund services effectively, as well as in eliminating barriers to service provision.

This support has been significant in the County's recovery from several major disasters and a global health pandemic. To uphold the County's commitment to its residents, County staff continue to seek constructive state and federal action, including resource allocation. Each year, Mendocino County departments review and recommend state and federal legislation to improve and enhance County financing, operation, and efficiency in service delivery. The legislative platform includes the over-arching guiding principles listed below, prioritizes state and federal issues intended for specific legislative action, and lays out ongoing general state and federal issues that the County will monitor for potential action should opportunities arise. The Board of Supervisors adopts these legislative positions as a platform that guides County advocacy to elected state and federal representatives. This advocacy is carried out by County staff and professional lobbyists hired by the County, the National Association of Counties (NACO), Rural County Representatives of California (RCRC), and the California State Association of Counties (CSAC).

The numbering and order of items are for tracking only and do not denote rank or indicate priority. Key state and federal issues have been identified to guide staff and lobbyist efforts during the legislative session. However, action may be taken on any issue as opportunities arise. State priority issues may also present advocacy opportunities at the federal level, and vice versa.

GUIDING PRINCIPLES

Through this platform, Mendocino County will rely on advocates, professional associations, such as the California State Association of Counties (CSAC), the Rural County Representatives of California (RCRC), and the National Association of Counties (NACO), local elected officials, and staff to:

1. Support legislation that furthers the goals identified within the County's Strategic Plan Priorities:
    i. An Effective County Government
    ii. A Safe and Healthy County
    iii. A Thriving Economy

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iv. A Prepared and Resilient County

2. Develop, pursue, and support legislative and budget efforts that protect and/or enhance local governments' revenues, maximize the County's access to state and federal funding sources, and/or increase local funding flexibility. Oppose any effort to balance the state budget by removing or recouping local government resources and support legislation that will allow the County to ensure full cost recovery for services provided to other governmental entities.
3. Advocate for the protection of County funding, especially in tax and fiscal legislation. Oppose any provisions, funding cuts, or reforms that threaten County revenues, infrastructure investment, or the delivery of essential services.
4. Encourage and seek legislation to facilitate orderly and sustainable economic development and increase the opportunity for discretionary revenues and programmatic and financial flexibility for the County.
5. Oppose unfunded and underfunded mandates and realignment initiatives that do not fully fund services mandates cost-shifted to the County, including cost-of-living increases and cost increases due to population and caseload growth.
6. Support legislation that preserves local control; oppose legislation that diminishes local control of services and revenues.
7. Support the County's authority to ensure mutually acceptable tax-sharing agreements for annexation and incorporation that protect or enhance the County's ability to provide services to its residents.
8. Support legislation that provides tax, bond, and other funding formulas for the equitable distribution of state and federal monies while opposing attempts to decrease, restrict, or eliminate County revenue sources.

Pursuant to Mendocino County Policy No. 19, the Board of Supervisors adopts an annual legislative platform reflecting the County's priorities for legislative advocacy, state and federal funding, and issues of interest to local government and communities. The purpose of this Legislative Platform is to clearly outline the positions of the County on priority issues and matters that impact the County's ability to operate effectively while allowing the consideration of legislative and budget issues that arise during the legislative session. In keeping with past practice, the Board referred the development of the 2026 Legislative Platform to the General Government Standing Committee, comprised of Chair Maureen Mulheren and Supervisor Bernie Norvell, to work with County Department Heads and Executive Office staff in developing a framework of issues for Board consideration.

On December X, 2025, the Board adopted the 2026 Legislative Platform reflecting the County's legislative priorities and policies for the upcoming legislative cycle. In adopting an annual legislative advocacy platform, the Board of Supervisors strives to enhance the quality of life in Mendocino County through effective state and federal legislation.

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STATE & FEDERAL LEGISLATIVE PRIORITIES & FOCUS AREAS

In adopting this year's legislative platform, the following serve as Mendocino County's priorities and focus areas for federal and state legislative advocacy.

GOVERNMENTAL TRANSPARENCY & PUBLIC ACCESS

ISSUE: Article I, Section Three of the California Constitution guarantees that "the people have the right to instruct their representatives, petition government for redress of grievances, and assemble freely to consult for the common good." This includes a right to access information concerning the meetings and writings of public officials. To ensure that the right to openly scrutinize public agencies is maintained, the Constitution requires local agencies to comply with certain state laws that outline the basic requirements for public access to meetings and public records.

The Ralph M. Brown Act provides guidelines for how local agencies must hold public meetings. Among other provisions, the Act requires that meetings of the legislative body of a local agency be open and public. The Brown Act was enacted in 1953 first allowed teleconference meetings in 1988. At the time, San Diego County was considering the use of video teleconferencing for meetings and hearings of the board of supervisors due to concerns about the long distances that some of their constituents travelled to participate and were concerned that these distances prohibited some people from attending at all.

In response to the impacts of the COVID19 pandemic, including mandatory "stay-at-home" orders, public agencies had to adjust to new ways of conducting business because of the public safety risk associated with meeting in person. In March 2020, the Governor issued Executive Order N-29-20, which provided local agencies with more flexibility to use teleconferencing without making those teleconference locations accessible to the public. On June 11, the Governor issued Executive Order N08-21 notifying local agencies and the public that previous executive orders concerning the conduct of public meetings would apply through September 30, 2021. The Legislature later enacted AB 361 (Robert Rivas, 2021) which allows, until January 1, 2024, local agencies to use teleconferencing without complying with specified Brown Act restrictions in certain state-declared emergencies. In 2022, AB 2449 was passed, allowing the legislative body of a local agency to use teleconferencing without complying with the traditional Brown Act teleconferencing rules or the modified AB 361 rules in certain circumstances. In 2025, SB 707 made updates to California's Brown Act, which require local government meetings to provide real-time remote access, translated materials, and improved accessibility, including ADA compliance. It clarifies rules for remote participation and public comment and establishes social media engagement by officials as a permanent practice, aiming to increase transparency and public involvement. Additional flexibility is needed to maximize public participation, further reduce vehicle miles traveled, and to adjust to uncertain events.

Counties and other local governments have also faced a significant increase in the number and size of Public Records Act (PRA) requests over the past few years. The intensive work required to review records and redact the material that is exempt or prohibited from disclosure has grown exponentially. Further compounding this problem is that counties must make tough judgment calls on whether to release some records, especially when doing so is specifically prohibited, for example because doing so would violate privacy laws or employee confidentiality. Counties have also seen an increase in vexatious litigants using the PRA to grind government work to a halt.

The County of Mendocino supports transparency in governmental and public access. However,

legislative proposals are needed to address the impact of these growing issues on local governments' capacity to provide this service without impact on other critical services.

STATE ACTION

- Support legislation that balances increased public trust, confidence and access to public meetings and records while realizing the fiscal and operational constraints of local government.
- Advocate for the appropriate utilization of video technologies to increase public participation and reduce vehicle miles traveled.

COUNTY ROADS & INFRASTRUCTURE

ISSUE: The revenue received from the fuel tax is deposited in the State Highway Users Tax Account (HUTA). This revenue is allocated to the state, counties, and cities, with the majority (56 percent) designated for state highway maintenance. However, more than 80 percent of all road miles in the state are owned and operated by cities and counties. As a result, gas tax revenue is woefully inadequate to cover the state's local road infrastructure needs, including 54 out of 58 counties where Pavement Condition Indexes are considered to be at risk or poor. Mendocino County is one of these counties.

Senate Bill 1 (Beall and Frazier) was a landmark transportation funding package signed by Governor Brown on April 28, 2017. It offered counties a significant influx of new revenue to invest in the local street and road system. Maintenance of County streets and roads is vital to the County's safety and economic wellbeing. Given attempts in 2018 to repeal this law, it is critical that the County stay vigilant to protect investments in roads and infrastructure and inform state partners of impacts on counties that could limit access to SB 1 funds. It is important that state road and infrastructure investments are protected to continue progress toward a full recovery and to prepare for future disasters.

STATE ACTION

- Advocate for increased funding levels for transportation infrastructure, operations and maintenance as accessible transportation plays a vital role in economic and community wellbeing.
- Support maintaining existing funding levels with historical shares of current funding sources ensured for counties.
- Advocate for new transportation funding for existing maintenance of low Pavement Condition Index (PCI) local roads to bring them up to an adequate and safe level.
- Support efforts to ensure all users of the County's transportation system adequately invest in the transportation infrastructure critical to everyday life. Transportation systems must be regularly maintained to preserve the existing public infrastructure as current revenues are not keeping pace with needs of the local road or transit systems.
- Advocate for increased and stabilized state revenues to the County.
- Support work with federal, state, local, tribal, community and other partners to identify, assess, modify, repair, or construct essential transportation infrastructure for critical County emergency response and evacuation missions.
- Support a set-aside in the Cap-and-Invest funding for preventative maintenance of road systems for all local governments.

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FEDERAL ACTION

- Advocate for preserving the tax-exempt status of municipal bonds, a vital tool used by local governments to finance infrastructure and capital improvements.
- Advocate for increased and stabilized federal revenue and reimbursement to the County related to FEMA activities, and the need to restore or replace public infrastructure within disaster and fire-scarred areas.
- Support reforms that would simplify and expedite disaster recovery processes and projects, improve accessibility to assistance for counties and residents, and enhance transparency and flexibility in program administration.

CLIMATE RESILIENCE & RENEWABLE ENERGY

ISSUE: With over 3,500 square miles of diverse terrain and 129 miles of coastline, Mendocino County is home to significant ecosystems, critical biodiversity and a rural population. Population density is about 26.1 per square mile (2020 Census). As an at-risk region, Mendocino County requires a coordinated approach and significant resources, bolstered by state and federal support, to advance county-wide initiatives and strengthen community resilience to extreme weather events and climate-related hazards. Per FEMA's National Risk Index, Mendocino County is in the 95.1 national percentile, has a "very high" social vulnerability, and the highest hazard type risk ratings are wildfire (97.3), drought (99.4), earthquake (98.4), landslide (99.5), and riverine flooding (96.0). In recent years, climate related hazards continue to be experienced throughout the County—from the 2017 firestorm through the severe winter storms of 2023.

California's 4th Climate Assessment projects the annual impacts of climate related hazards and extreme weather events exceeding $113 billion statewide. Current financial resources are insufficient to fund needed initiatives. These efforts include building resilience to environmental and economic shocks, promoting energy efficiency and independence to reduce utility costs and reliance on external sources, encouraging technology innovation to stimulate local solutions, and advancing emissions reduction and adaptation strategies to address climate-related risks. Securing additional resources is essential for supporting these initiatives and bridging the existing funding gaps.

STATE & FEDERAL ACTION

- Support investment in and efforts to support the infrastructure needed in rural areas and tribal regions to support resiliency, mitigation and adaptation planning and decision-making.
- Advocate for projects that improve community resilience and improve electric grid reliability.
- Advocate for funding to support energy conservation and efficiency for local government facilities, with a focus on rural counties.
- Support infrastructure investments that drive innovation in energy technology, promote energy independence and efficiency, and accelerate emissions reductions. Support legislation and budgetary actions that extend tax incentives for innovative technologies and infrastructure, helping communities build resilience and adapt to emerging challenges.
- Support legislation that incentivizes and advances innovative energy solutions aimed at reducing emissions and generating economic benefits for Mendocino County.
- Support legislation that encourages research and analysis of innovative energy technology projects; streamlines the environmental review processes; increases investment in critical infrastructure, and the regional electric grid; allows stakeholder involvement; and supports emissions reductions.

- Advocate for funding to counties, Tribal Nations and cities along the coast to develop and implement adaptation plans and projects.
- Advocate for funding where adaptation requires retreat or moving away from properties.

DISASTER PREVENTION, RECOVERY, RESILIENCY & MITIGATION

ISSUE: During the 2017 Redwood Complex Fire, Mendocino County suffered tremendous loss, 36,000 acres were burnt, homes were lost, agricultural land was damaged, and watersheds were affected. However, this does not touch on the loss of lives. Mendocino communities continue to be hit hard by unprecedented disasters, including significant fires in 2018, 2020 and 2021 along with public safety power shut offs in 2019, drought, COVID-19 public health emergency, and severe winter storms in 2022 and 2023. The devastation of these events will live on for decades. The support of the state and federal government in both appropriations and policy changes are vital as the County continues to rebuild resilient communities and prepare for the "new normal" of increasingly catastrophic natural disasters.

STATE ACTION

- Support legislation, regulations, and executive actions that streamline disaster recovery, improve emergency preparedness, and promote community resiliency.
- Advocate for full and timely reimbursement for local government, individual, and small business losses following disasters.
- Support increased, flexible funding for local disaster preparedness, hazard mitigation, and recovery programs.
- Streamline state regulatory requirements for housing, infrastructure, and mitigation projects, especially post-disaster, by expanding exemptions, fast-tracking permits, and reducing red tape.
- Support insurance reforms to ensure homeowners and businesses in high-risk areas have access to affordable and adequate coverage.
- Advance efforts to strengthen California's property insurance market, including policies that:
  - Expand consumer options.
  - Tie mitigation actions to premium reductions.
  - Ensure transparency in rate-setting.
  - Incentivize risk-reduction through home hardening and defensible space maintenance.
- Support legislation offering financial incentives such as tax credits, grants, or rebates for home hardening and fire mitigation efforts in rural and high-risk communities.
- Advocate for legislation that funds community education campaigns to increase awareness of wildfire risk, evacuation readiness, and mitigation strategies.
- Advocate for legislation that provides dedicated funding for wildfire prevention infrastructure, including secondary access routes, emergency egress improvements, and local evacuation route planning.
- Support assessment and removal of hazardous, dead, or dying trees, and the management of overgrown vegetation on public and private lands.
- Advocate for continued CEQA and Timber Harvest Plan exemptions for fuel reduction and forest health activities conducted by small landowners.
- Support ongoing funding for county-level baseline emergency management capabilities, including equipment, training, staffing, and planning.

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- Advocate for enhanced alert and warning systems at the local level, particularly those that serve rural and hard-to-reach populations.
- Advocate for expanded state-funded rapid response assistance programs to support vulnerable communities in the immediate aftermath of a disaster without waiting for federal declarations.
- Advocate for increased state support for equitable emergency preparedness and recovery programs that prioritize seniors, children, non-English speakers, people with disabilities, and communities with access and functional needs.
- Support increased flexible state funding through both grants and direct allocations to support local emergency management capacity, particularly in rural and underserved communities, and eliminate burdensome match requirements and overly restrictive eligibility criteria.
- Support legislative and administrative tools for local governments to address hazard abatement issues on neglected, abandoned, or non-responsive parcels.
- Support policy changes that balance individual property rights with community fire safety, especially related to defensible space, vegetation management, and firebreak construction.
- Support the further development, deployment, and integration of early warning wildfire detection technologies, including AI-powered camera systems such as AlertCA, to enhance real-time monitoring, rapid response, and community resilience.
- Advocate for funding to expand statewide wildfire camera networks, ensuring coverage in rural, high-risk, and underserved areas, improving early detection and evacuation capabilities.
- Promote collaboration between state agencies, local governments, and technology providers to leverage advanced monitoring tools for improved situational awareness during wildfire events.
- Support the creation of a state-funded, standardized software platform for Emergency Operations Center (EOC) management to streamline communications, data sharing, and situational awareness across all Operational Areas and jurisdictions.
- Advocate for the development of a statewide, uniform system for evacuation mapping and emergency response coordination that ensures consistency, accuracy, and interoperability among local agencies.
- Support pre-positioning of state emergency response resources in rural, underserved, and high-risk areas to improve response times and community outcomes during disasters.
- Increase flexible state funding through both grants and direct allocations to support local emergency management capacity, particularly in rural and underserved communities, and eliminate burdensome match requirements and overly restrictive eligibility criteria.
- Establish a state-managed Individual Assistance program to provide recovery support to disaster survivors in events that do not meet FEMA thresholds but still have significant local impacts.
- Support expanded and recurring state-funded training opportunities for emergency management personnel in rural areas to address knowledge gaps and support local capacity building.
- Increase Train-the-Trainer program availability to enable rural counties to develop in-house training capacity for emergency management staff and volunteers.
- Support state investment in the training and qualifications of Cal OES Emergency Services Coordinators (ESCs) already assigned to counties, ensuring they have the expertise and resources necessary to lead localized training programs and provide technical assistance to Operational Areas.
- Advocate for state policies and programs that encourage and simplify the involvement of local businesses and contractors in disaster recovery operations, such as debris removal and reconstruction, to ensure financial resources and job opportunities stay within impacted

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communities rather than being awarded to large companies based outside the impacted regions.

FEDERAL ACTION

- Ensure maximum reimbursement to local governments, residents, and businesses impacted by federally declared and non-declared disasters.
- Support the implementation of federal rules that prevent post-recovery "funding claw-backs" and oppose any efforts to withhold promised recovery dollars.
- Advocate for sustained FEMA technical assistance to help local staff navigate complex regulatory and reporting requirements tied to disaster relief.
- Encourage creation of federal programs to provide financial and direct support to households affected by disasters, even in the absence of a federal disaster declaration, particularly for those underinsured or uninsured.
- Support federal insurance market reforms that improve the affordability and accessibility of home and property insurance in high-risk wildfire zones.
- Advocate for immediate deployment of case management services post-disaster to assist survivors with access to aid, housing, mental health services, and long-term recovery resources.
- Support increased federal investment in resilient infrastructure, including energy systems, communications, transportation networks, and water security, especially in rural and underserved regions.
- Promote federal initiatives and contracting reforms that facilitate the participation of local companies in disaster response and recovery efforts, prioritizing the use of local labor and businesses to support economic recovery and community resilience in disaster-affected areas.

NATURAL RESOURCES

ISSUE: Mendocino County supports efforts to conserve and preserve the county's natural resources to help restore its fisheries, maintain healthy forests, support clean reliable water supplies, and ensure agriculture is preserved for future generations. The County supports activities and policies that promote responsible land management that integrate local government involvement in federal and state land management decisions. The County supports increased state and federal funding for public land management to address deferred maintenance of infrastructure in forests and fire prevention and mitigation activities.

STATE ACTION

- Support state funding for implementation of Groundwater Sustainability Plans (GSP).
- Support state funding for storm water infrastructure improvements and compliance with storm water quality regulations.
- Advocate for recycling and organic waste reduction legislation that take into account the needs of rural communities.
- Advocate for legislation to allow and streamline the process for water districts to consolidate districts.
- Support state funding for drought response and infrastructure to facilitate water resiliency in rural communities.
- Support state funding for flood response and infrastructure, as droughts happen, floods follow including post-wildfire debris flows.
- Support the restoration of Williamson Act (the California Land Conservation Act) Subvention

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funds. Mendocino County, like most other rural counties, is dependent on state funding to offset the loss of property tax revenue to the County. Without a resumption of subvention payments, the County budget will suffer a detrimental impact.

- Support the development and expansion of Cap-and-Invest funding programs specifically targeted at rural communities.
- Support state and federal local assistance, financial resources, regulatory relief and assistance with outreach and coordination efforts to address health and safety risk from dead and dying trees, including areas within the coastal range overseen by the California Coastal Commission.
- Advocate for state assistance for the Mendocino County Inland Water and Power Commission (IWPC) to preserve the water supply provided by the Potter Valley Project for the tens of thousands of people who use the water domestically, for agriculture, and for environmental uses in the Russian River watershed.
- Prioritize projects that reduce or prohibit development and vehicle miles traveled potential on conservation lands, open space, agriculture and working lands, and important watersheds.
- Support and promote new and innovative programs and projects such as vegetation management, urban greening, and land use planning.
- Support parks and open space lands as public natural resources.
- Support local control of groundwater management, including well drilling standards and permitting.
- Support fisheries riparian habitat restoration funding in Mendocino County.

FEDERAL ACTION

- Support reasonable interpretation of the US Supreme Court May 23, 2023, ruling on what constitutes "Waters of the United States" as defined by the US EPA and Army Corps of Engineers to not include ephemeral streams, drainage ditches or seasonal wetland areas that aren't vernal pools.
- Support restoring full mandatory funding for the Payments in Lieu of Taxes (PILT) program, which compensates public lands counties for untaxable Federal land.
- Support long-term Federal reauthorization and full funding for Secure Rural Schools and Community Self-Determination Act (SRS), which provides funding for rural counties and school districts to replace revenue from dwindling forest receipts due to national decline in timber harvesting.
- Engage with United States Forest Service (USFS), Bureau of Land Management (BLM), and other federal land management agencies to ensure that local communities are consulted regarding land management issues including recreation, fire management and law enforcement.
- Advocate for assistance for the Mendocino County Inland Water and Power Commission (IWPC) to preserve the water supply provided by the Potter Valley Project for the tens thousands of people who use the water domestically, for agriculture, and for environmental uses in the Russian River watershed.
- Support the Mendocino County Inland Water and Power Commission (IWPC) in the efforts with the U.S. Army Corps of Engineers to raise Coyote Dam at Lake Mendocino and secure the related water supply. Advocate for improving water quality from Lake Mendocino water releases to protect Russian River fish and wildlife.
- Support fisheries riparian habitat restoration funding in Mendocino County.
- Oppose any new or expanded offshore oil and gas drilling along the California coastline. Support legislative efforts to protect ocean and coastal resources.

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AGRICULTURE

ISSUE – Invasive Species: Significant invasive species are routinely introduced and detected in California, threatening agriculture and the environment. Continued funding for pest exclusion, detection, tracking and survey activities, rapid response, pest management and eradication (if feasible), and public education outreach programs are critical in protecting California's resources.

STATE ACTION

- Protect existing revenue sources and enhance state and federal funding of Pest Prevention Program activities.
- Support legislation and programs for effective pest management and eradication activities.
- Support sustainable pest management through the continued support of high-risk pest prevention and pest detection programs.

ISSUE - Invasive Weed Management Funding: Invasive, noxious, or non-native weeds continue to proliferate on public and private lands throughout California, posing a threat to the state's critical infrastructure, biodiversity, and ecological integrity. Weed Management Areas (WMAs) have been formed around the state to bring together all stakeholders concerned about invasive weed control within their respective areas.

STATE ACTION

- Support federal and state legislation and resources that would provide stable funding for Weed Management Areas (WMAs) or programs for the control of harmful non-native or invasive weed pests.

ISSUE – Pesticide Use: The County Agricultural Commissioner, under the direction of the Director of the California Department of Pesticide Regulation (DPR), is responsible for enforcing pesticide laws and regulations at the local level. Working with DPR, the pesticide use enforcement program promotes reduced-risk pest management strategies, assesses human health risks from pesticides, licenses pest control businesses, and monitors pesticide residue in the environment.

STATE ACTION

- Support methods that would provide long-term stable funding for County pesticide regulatory activities.
- Oppose legislation that challenges the preemptive status of state pesticide laws and authority provided to the Department of Pesticide Regulation (CDPR) and California Agricultural Commissioners.
- Support legislative proposals regulating the sale and use of pesticides based on scientific evidence and support California's critical infrastructure of laws and regulations, which has tremendous benefits for our county, its residents, and the environment.

ISSUE – Marketplace Equity & Consumer Protection: Weights and Measures Programs are essential to businesses and consumers in California. Weights and Measures regulatory activities ensure a "level playing field" for businesses and industries. Likewise, these programs are critical in providing consumer protection and a method for making value comparisons by providing equity in the marketplace. The Division of Measurement Standards (DMS) within the California Department of Food and Agriculture is the lead agency for weights and measures. DMS has incurred significant

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general fund reductions that have diminished its ability to provide consumer protection.

STATE ACTION

- Support legislation that preserves and enhances funding resources for weights and measures programs at the state (DMS) and local (Sealer) level for consumer protection.
- Encourage using state general funds for the Division of Measurement Standards.
- Support legislation that assures clear labeling and accuracy of the net quantity of packaged products to promote value comparison and ensure the consumer receives the correct product and the quantity for which they pay.
- Oppose legislation allowing for industry self-certification of commercial weighing and measuring devices.
- Oppose legislation that would diminish or remove protections now afforded to consumers for transactions measured by weighing or measuring devices or computed by point-of-sale systems.
- Support legislation establishing funding for metrology, quantity control, package inspection, weighmaster, and testing standards for electric vehicle charging stations to meet state-mandated requirements.

ISSUE – Cannabis: California's Compassionate Use Act (1996) allowed cannabis cultivation but left regulatory gaps. The Medical Marijuana Regulation and Safety Act (Prop 215) and Proposition 64 (2016) expanded legalization. SB 94 (2017) unified medical and adult-use laws, giving Mendocino County Agriculture/Weights & Measures a regulatory role in enforcing state licensing requirements. State cannabis laws define the responsibilities of Agricultural Commissioners and Weights and Measures officials in regulating pesticides and ensuring consumer protection for cannabis businesses. Mendocino County's Commissioners/Sealer faces limited funding and resources to meet these responsibilities and new mandates. When statutory fees do not cover costs, County general funds must make up the difference.

STATE ACTION

- Support legislation recognizing cannabis as an agricultural commodity.
- Oppose legislation creating local mandates or programs that:
    - Do not provide 100% funding and resources for additional regulatory activities carried out by Agricultural Commissioners or Sealers.
    - Impair local land use authority.
    - Fail to provide adequate security for commissioner/sealer staff.
    - Create interference between cannabis regulation and existing authorities granted to the Commissioner/Sealers.
    - Do not provide support or transparency to the County agricultural commissioner staff for carrying out contracted work.

ECONOMIC & COMMUNITY DEVELOPMENT

ISSUE: Communities prosper when ideas, programs, and activities drive economic growth and enhance quality of life. Economic and community development involves more than a jobs or small business program, it's an investment in growing our local economy and enhancing the prosperity and quality of life for all residents. These programs can lead to increased tax revenues, job growth, and increased community prosperity. Local jurisdictions are often limited in the types of tools and resources which they can employ for encouraging development activity in their own regions. The

County supports legislative efforts designed to foster development tools and funding options for effective programs and job creation. The County supports legislative efforts that promote strategic land use and effective, locally driven solutions that reflect its rural character and will work proactively with state and federal partners to secure a vibrant future for its residents.

STATE ACTION

- Promote legislation that positively impacts a jurisdiction's ability to engage in and implement economic development programs and policies.
- Encourage, enhance and engage regional collaboration on economic development.
- Advocate for regulations and legislation that promote rural business economic development and supports infrastructure needs of small rural businesses.
- Oppose legislation or regulatory actions that disproportionately negatively impact rural and small businesses.
- Encourage the development and implementation of a statewide "proactive" California business retention strategy, led by the Governor's Office of Business and Economic Development (GO-Biz). The County supports partnerships with local economic development organizations.
- Support legislation that increases the competitive position of the State of California, its geographical areas, and its jurisdictions.
- Advocate for state grant funding opportunities to support community initiatives and projects that promote economic development and infrastructure improvements in alignment with the County's Strategic Plan and the regional Comprehensive Economic Development Strategy (CEDS).
- Support legislation to broaden eligibility and access to high-quality, affordable childcare and early learning programs, and increase childcare workers' compensation and professional development opportunities.
- Advocate for greater flexibility in the Community Development Block Grant (CDBG) program to reduce paperwork and regulatory burdens for smaller jurisdictions, making the program more accessible and effective. Support a renewed California Department of Housing and Community Development (HCD) focus on providing technical assistance, specifically to those jurisdictions with limited resources.
- Support legislation that maintains and strengthens tax increment financing tools for communities.
- Support legislation that provides ongoing State funding for mandated planning projects such as the Regional Housing Needs Assessment, Sustainable Communities Strategy (SCS), General Plan Housing Element updates, and other planning initiatives under AB 32 and SB 375.
- Promote a full range of housing in all communities to better address the housing needs and solutions in rural communities.
- Support the repeal of Article 34 of the California Constitution, which would reduce administrative burden on local governments around affordable housing development.
- Support expansion of state tax incentives for the provision of affordable housing. The tax codes and financial industry regulations need to be revised to provide stimulus to produce affordable housing, particularly for median, low, and very low-income households.
- Oppose legislation that creates restrictions on local control of land use and development.
- Advocate for Coastal Act reform of allowable exemptions to allow minor repair and maintenance to existing structures located within 50 feet of a coastal bluff and the installation of roof-mount solar panels on all structures without the need to obtain a Coastal Development Permit. Oppose legislative actions or reform measures that penalize jurisdictions for non-compliance with state-mandated Housing Element update schedules.

- Broadband Deployment
    - Support “Dig Once/Trench Once” and other policies which streamline the deployment of conduit for underground fiber-optic and electrical cables and minimize regulatory burdens and permitting processes for deployment of internet connectivity.
    - Advocate to maximize broadband infrastructure investment and equitable county-wide connectivity from the delivery of Middle and Last Mile projects under SB 156 and other State and Federal funds. In addition to exploring options that would include wireless and satellite technology in providing internet service delivery where underground fiber-optic is not possible or feasible.
- Support and monitor the development and deployment of a robust county-wide Middle Mile open access fiber-optic backbone to stimulate economic development and affordable broadband availability to homes, businesses, schools, libraries, public safety facilities, health services, and other institutions throughout Mendocino County.
- Advocate for complete and accurate broadband connectivity data needed for smart policy and design decisions required to effectively bridge the growing digital divide.
- Advocate for strongly encouraging, if not requiring, last mile to the consumer broadband providers to supply equitable service to all potential customers as part of a new area service acquisition.
- Support legislation that provides resources to improve rural counties access to high-speed broadband. The County also supports legislation that protects access to broadband service.
- Support and advocate for sustained access to reliable and affordable telecommunication services for the County’s diverse communities.
- Support legislation and funding that advances sustainable tourism and equitable access to outdoor recreation by local populations. Advocate for federal and state resources for outdoor recreation and trails.
- Promote funding for outdoor education initiatives that teach safety, conservation, and responsible recreation practices. This includes programs for youth and underserved communities to support a culture of stewardship and safety in outdoor spaces.
- Advocate for secured long-term, ongoing funding, maintenance, and planning of the Great Redwood Trail.
- Support legislation and funding for increased educational programs with hands on training in trade skills, craft, and engineering. This includes paths for youth to access internships and educational certificate programs.
- Support legislation and regulatory reforms that reduce barriers to small farms and food producers participating in farmers' markets, as they help strengthen local economies and advance community food security.
- Support efforts to reduce barriers to entry and expand market access for local home-based and small-scale food producers.
- Advocate for and pursue funding assistance to help the County keep fees affordable for residents and businesses, while sustaining high-quality services and effective program delivery.
- Support the Market Match/CalFresh EBT program, which supports small farms and local producers and increases access to fresh produce for our community.
- Advocate for sustainable funding for public art and culture, including education, and support of artists to produce and maintain public art through grants and endowments.
- Support community access to local libraries and advocate for broadband equity, the freedom to read and to access diverse points of view, literacy for all ages, and intellectual freedom.
- Advocate for additional grant funding for libraries who provide services to vulnerable populations such as Lunch at the Library which provides literacy-rich activities for libraries

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working with the US Department of Agriculture (USDA) lunch providers to offer nutritious lunches to children 18 and under who might not have access to lunches over the summer break and JobNow, VetNow, and LearnNow to support education for vulnerable populations.

- Support efforts to promote local school-museum partnerships to provide engaging, hands-on learning opportunities. Advocate for additional state and grant support for regional museum's role as vital education providers and keepers of primary source material.
- Advocate for increased and ongoing funding to expand community spay and neuter clinics, reducing shelter intake and promoting responsible pet ownership through accessible preventive care.

FEDERAL ACTION

- Advocate for support and continuation of federal funds and programs that support and promote rural communities and businesses.
- Support efforts by the administration and congress to increase the nation's infrastructure investments to help promote economic development, public safety, and overall mobility through a comprehensive infrastructure package, surface transportation reauthorization and water resources bill.
- Advocate for federal grant funding opportunities to support community initiatives and projects that promote economic development and infrastructure improvements in alignment with the County's Strategic Plan and the regional Comprehensive Economic Development Strategy (CEDS).
- Advocate for complete and accurate broadband connectivity data, which is necessary to effectively bridge the growing digital divide as the federal government relies on this information to determine the true need for critical broadband resources.
- Support the deployment and availability of broadband and emerging technology, to rural communities to ensure equitable economic and educational opportunities for all.
- Advocate for federal funding for rural airport infrastructure projects.
- Advocate for the expansion of federal tax credits to better meet the statewide need for subsidized affordable housing units.
- Advocate for a change in federal tax law to eliminate current tax incentives for short-term rentals, as these federal tax incentives are leading to the conversion of housing for year-round residents to a commercial use of housing for the purpose of short-term rentals for visitors.
- Advocate for funding for combating censorship and aid for libraries and librarians who are encountering challenges.
- Support funding for US Department of Agriculture (USDA) meal sites for Lunch at the Library.
- Advocate for funding for programs that support services from the Institute of Museum and Library Services (IMLS).
- Advocate for federal education programs in which the Mendocino Museum participates.

OTHER ACTION

- Support initiatives to create meaningful government-to-government consultation and collaboration with Tribal Governments to bolster sound and sustainable economic development in local Tribal Lands and the County.

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CANNABIS

ISSUE: Mendocino County is a pre-eminent producer county in the State of California, home to a very large number of multi-generational cultivators, manufacturers, and other added-value cannabis industry participants. Nearly 20 years after California voters legalized medical cannabis via Proposition 215 (1996), the State legislature passed the Medical Cannabis Regulation and Safety Act (MCRSA) in 2015 to license, regulate, and address the impacts of commercial medical cannabis businesses. Then in November 2016, voters passed Proposition 64, the "California Control, Regulate and Tax Adult Use of Marijuana Initiative," also known as the "Adult Use of Marijuana Act" (AUMA). These laws have since been consolidated to form the "Medical and Adult Use Cannabis Regulation and Safety Act" (MAUCRSA), Cal. Bus. & Prof. Code § 26000 et seq., which is administered by the Department of Cannabis Control (DCC).

As the State continues to develop regulations for this industry, consideration must be given to the difficulties facing small cannabis operators in rural communities, unable to compete in the emerging legal market if it demands large sums of investment to scale up and meet regulatory requirements. Mendocino County will continue to advocate for maintaining local government's flexibility and authority to address individual community needs through local control measures. As Mendocino County implements local and state regulations, funding assistance will be critical to ensuring successful integration of the cannabis industry into the legal economy. Mendocino County supports federal initiatives to either repeal or modify the federal prohibition of cannabis and encourages federal recognition of state laws regulating cannabis.

STATE ACTION

- Support legislation which enhances the economic viability of small-scale cultivators.
- Support legislation promoting small cultivator access to markets and minimizing costs, barriers, and regulations for microbusiness enterprises.
- Advocate for a reduction in the state excise tax as a means to support the economic recovery of small businesses and quell competition with the illicit market.
- Advocate for state resources to assist cannabis operators navigate the complex regulatory system, understand compliance requirements, and access grant or business development opportunities.
- Advocate for state funding and technical assistance to enable the County to build upon and coordinate with state education, outreach, and engagement efforts, ensuring local initiatives effectively complement statewide programs.
- Advocate for cannabis cultivation to be considered an agricultural crop produced for human consumption and regulated in the California Food and Agricultural Code rather than the Business and Professions Code.
- Advocate for the removal of the state regulatory prohibition on cannabis activities within a residence so that local jurisdictions can implement cottage industry codes allowing commercial cannabis businesses the ability to conduct activities analogous to those of non-cannabis related cottage industry businesses.
- Advocate for licensed commercial cannabis business to have access to state-funded disaster relief, technical assistance programs and grant programs.
- Advocate for the simplification of the state's commercial cannabis licensing framework and regulations in a manner that reduces barriers to entry into the legal market, protects public health and safety, and ensures a regulated environment for commercial cannabis activities that does not impose such barriers as to perpetuate, rather than reduce and eliminate, the illicit market for cannabis.

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- Advocate for the ability of licensed cultivators to conduct multiple types of cultivation under a single license.
- Advocate that the DCC establish a simple process for cultivation license holders to conduct cultivation license type changes and cultivation license size changes.
- Advocate that the DCC allow for "batch tagging" of mature cannabis plants and harvested cannabis material in METRC similarly to what is currently allowed for immature plant tagging.
- Advocate for regulatory reform that allows locally permitted and state licensed cultivators to:
    - Receive genetic material from any permitted and licensed commercial cannabis business entity,
    - Transfer genetic material to other permitted and licensed cultivators,
    - Support the development of a legal pathway for entering no-source cannabis seeds into METRC by establishing a compliant method for sourcing and documenting origin.
- Advocate for state and federal policy changes that establishes opportunities for cultivators, processors, and manufactures to engage in direct-to-consumer sales, including through cannabis events, direct to consumer delivery operations, direct to consumer shipping and on-farm sales.
- Advocate that the DCC conduct annual audits of licensed distribution businesses to monitor how much cannabis material being sold within the supply chain is produced by permitted and licensed cultivators and how much is produced by unpermitted and unlicensed cultivators.
- Advocate for the California Department of Food and Agriculture (CDFA) to develop educational materials and guidance documents that clarify and support the development of appellation of origin petitions.
- Advocate for the promulgation of comprehensive labeling requirements for all cannabis geographical indications, including county of origin, city of origin, city and county of origin, and appellation of origin designations.
- Advocate for the California Department of Food and Agriculture (CDFA) to be sufficiently funded to manage the appellation of origin program and the establishment of a petition review panel.
- Advocate for state and federal legislation, funding and resources to combat illegal trespass cultivation of cannabis on public and private lands.
- Support adequate funding and resources to address illegal water diversion, water pollution, erosion, poisoning of wildlife, and other environmental damage associated with trespass cannabis growing operations.
- Support the state fully funding County cannabis related expenditures including legislation that clarifies that cannabis related expenditures are reportable expenses for the purpose of calculating unclaimed gas tax reimbursements to County Agricultural Commissioners or cannabis expenditures will not count against maintenance of effort calculations.
- Support non-competitive or direct allocation of state cannabis tax revenue for small and rural counties.

FEDERAL ACTION

- Support federal legislation that allows cannabis to be regulated at the federal level, including removing cannabis from Schedule 1 of the Controlled Substances Act. The County takes the position that any change to the legal status of cannabis at the federal level must be accompanied by a thorough regulatory framework that delineates the clear roles and responsibilities of the jurisdictions involved.
- Advocate for commercial cannabis production to be legally designated and regulated as commercial agricultural activity, regulated by the United States Department of Agriculture (USDA).

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- Support efforts at the federal level to allow for and make available banking and other financial services to cannabis operators in order to minimize the use of cash.
- Advocate for changes to the Federal Tax Code to ensure that state licensed commercial cannabis businesses are taxed in the same manner as non-cannabis businesses, including but not limited to, advocating for the elimination of Federal Tax Code Section 280E.

PUBLIC SAFETY

ISSUE: Mendocino County strongly supports community safety by providing high quality public safety services to maintain health and safety standards for its residents. The County supports additional state and federal funding and tools to enhance law enforcement programs and the safety of its residents and public safety employees. It is recognized that the state, and not the County, is responsible for trial court operations costs and any growth in those costs in the future. Nevertheless, counties continue to be responsible for justice-related services, such as, but not limited to, probation, prosecutorial and defense services, as well as the provision of local juvenile and adult detention facilities. Therefore, it is imperative there is secure, stable, and sufficient funding allocated to Mendocino County to fulfil the state responsibilities mandated to the local level to implement. The County firmly opposes future and further unfunded state mandates.

STATE ACTION

- Advocate for adequate, secure, and stable funding to support the implementation of evidence-based practices mandated by realignment.
    - The County believes that the state should assume cost increases associated with state imposed program changes and expansions, as well as federal maintenance of effort mandates.
    - Oppose state and/or federal funding reductions that shift responsibility for services, administration, or fiscal support to counties.
    - Oppose state mandates that increase County responsibilities without adequate resources.
    - Oppose shifting state responsibilities to counties without full funding and administrative support.
    - Advocate for greater County flexibility and local control in implementing any realigned responsibilities.
- Advocate for and support policies that balance community safety and accountability with rehabilitation. Policies should not overlook one tenet in order to achieve another. Further, policies should not dilute or disregard accountability as a necessary component in achieving rehabilitation.
- Advocate for a sustainable new state funding source dedicated to both treatment and accountability, ensuring counties can effectively cover all implementation and ongoing costs associated with Proposition 36.
- Oppose policies that dilute, redirect or recast the mission and funding associated with 2011 Public Safety Realignment.
- Oppose any further redirection of state responsibilities to the local level without full local control and appropriate funding.
- Advocate for state and federal funds to offset costs of the behavioral health wing of the new jail.
- Support additional state funding for pre-trial service under SB 129 (CA Budget Act 2021:

Statewide Pretrial Program). Support a conversation around SB 678 (Community Corrections Performance Incentives Act) and SB 129 making sure funding is more stable and secure.

- Advocate for an increase in funding due to SB 823 (Department of Juvenile Justice Realignment Implementation) and the insufficient funding the formula created.
- Oppose legislation that would directly or indirectly shift costs related to state prisoners that are transferred under realignment to counties.
- Support additional permanent and stable state back-fill to cover the counties' revenue loss resulting from AB 1869 (Criminal Fees) in 2020, the removal of criminal justice fines, fee, and penalties by the Legislature.
    - Urge policymakers and stakeholders to extend and fully fund California's fines and fees backfill program beyond 2026. Advocate for legislative commitment to compensate counties for lost revenue from eliminated criminal justice administrative fees and to protect funding for essential local programs and services.
- Support permanent, stable, and consistent funding of SB 678 (Community Corrections Performance Incentives Act) in light of AB 1950 (Probation: length of terms).
- Oppose any additional state efforts to change criminal justice fines, fees, and penalties without providing a corresponding revenue back-fill that is permanent and stable.
- Support reform of state laws that would increase hard drug crime and theft penalties.
- Support state efforts to increase penalties for dealing hard drugs such as fentanyl and provide local jurisdictions sufficient resources to enforce legislation, target drug trafficking as well as provide substance use treatment and harm reduction programs in prisons and juvenile facilities.

FEDERAL ACTION

- Support amending the Medicaid Inmate Exclusion Policy under the Social Security Act to remove limitations on Medicaid, Medicare, and Children's Health Insurance Program (CHIP) and Veteran's Affairs health services benefits for pre-trial inmates of public institutions.
- Support policies and programs that divert non-violent individuals struggling with mental illness and/or substance use disorders from local jails into more appropriate treatment services.

HUMAN SERVICES

ISSUE: Mendocino County is committed to the delivery of public social services at the local level. However, the County requires adequate and ongoing federal and state funding, timely distribution of funding, maximum local authority, and flexibility for the administration and provision of public social services. Counties should have the ability to expand or consolidate facilities, services, and program contracts to provide a comprehensive level of service and accountability and achieve maximum cost effectiveness. Counties face challenges in providing services to the increasing numbers of individuals and families in need. During economic downturns, counties experience a greater demand for assistance from vital safety net programs. Even in prosperous economic times, many people struggle to meet their basic needs. Therefore, any additional federal or state funding should be directly shared with counties for programs that require a county share of cost.

Recent policy changes have disrupted the historic partnership among federal, state, and local entities regarding the provision of social services by shifting costs and cutting critical programs. This will force Mendocino County to shoulder unsustainable financial and administrative burdens, jeopardizing services. As a result, many of Mendocino County's 41,749 Medi-Cal enrollees (46% of the county's population) may face the loss of vital coverage. Reduced funding and new administrative rules will

further strain rural and tribal health systems, limit care for high-risk residents, and deepen existing disparities. The County urges policymakers to introduce and support legislation that restores funding, guarantees coverage for Medi-Cal enrollees, and allocates direct support to Mendocino County to maintain essential care and service delivery.

STATE ACTION

- Oppose unfunded cost shifts to counties resulting from changes to human services programs and advocate for mitigation efforts to protect and preserve access to nutrition, healthcare, and childcare programs by maintaining adequate eligibility and funding levels.
- Advocate for resources to offset increased local service demand caused by reductions in benefits and seek relief from added administrative burdens by promoting simplified reporting and adequate funding for program administration.
- Support legislative efforts to provide sustaining wages to IHSS workers while limiting the County's obligation to increases in local required funding.
- Support efforts to sustain funding for Health and Human Services safety-net programs and regulations, including: CalFresh Categorical Eligibility; School Lunch Programs; Health Care Enrollment (inmates); Preventing Elder and Dependent Care Abuse; Fees and Charges for Residential Care Facilities for the Elderly; Long-Term Care Ombudsman Program; Drug Abuse Prevention and Safe Disposal Program; Childhood Vaccinations; and Child Welfare Services.
- Advocate for and support Enhanced Care Management (ECM) provisions and insurers, increasing services to the County Medi-Cal population.
- Advocate for the allocation of additional realignment revenues. Current cost-sharing ratios no longer reflect counties' long-term ability to control costs in the programs.
- Support funding incentives for homeless providers who develop and implement meaningful and integrated workforce development programs.
- Support funding for small business wage subsidies to hire homeless and recently homeless individuals.
- Support efforts to build capacity within local child welfare agencies to serve child victims of commercial sexual exploitation as commercial sexual exploitation of children (CSEC) is a growing national and statewide issue. The County believes this complex problem warrants immediate attention, including funding for prevention, intervention, and direct services through child welfare services agencies, and supports close cooperation on CSEC issues with law enforcement, the judiciary, and community-based organizations to ensure the best outcomes for child victims.
- Advocate for the full commitment to ongoing funding for the Bringing Families Home program. This program through California Department of Social Services (CDSS) provides flexible housing support to our most vulnerable households with children experiencing homelessness served by Child Welfare Services. This program clearly leads to a quicker timeline for family reunification and/or prevention of entry into foster care.
- Advocate for the acceleration of policies and procedures that would allow phone-based application assistance for Medi-Cal through BenefitsCal. Without easy phone-based application support, eligible clients currently in jail or those with limited online proficiency skills are at a distinct disadvantage in accessing health coverage and care.
- Support adequate state funding for adoption services and post-permanency supportive services.
- Support the ability of the California Department of Social Services (CDSS) to streamline the process of transferring Foster Family Agency (FFA) resource family home approvals to another FFA or to the County to ensure that families and foster children in their care continue to receive support from agencies uninterrupted.

FEDERAL ACTION

- Urge Congress to reject provisions in legislation that shift the financial burden of human services programs to counties by reducing or eliminating federal funding.
    - Advocate that congress provide sufficient federal resources to fully offset any increased local service demand caused by reductions or restrictions in federal benefits.
    - Advocate for simplified reporting, eligibility, and compliance requirements, and for sufficient administrative funding so counties can focus resources on direct service delivery.
    - Advocate for the inclusion of strong protections to prevent disproportionate harm to rural residents, people with disabilities, other vulnerable populations, and the organizations that serve them.
- Support for new Centers for Medicare and Medicaid Services (CMS) Medicaid waivers for California. The new Cal-AIM waiver proposal is essential to enhance services at the local level particularly regarding mental health, substance use treatment services and homeless services.
    - Medicaid/Medi-Cal waiver projects have allowed for substantial funding and local expansion of services outside of traditional Medi-Cal billable services, including the Whole Person Care waiver pilot that has enhanced mental health and homeless services. And more recently, the Drug Medi-Cal Organized Deliver System pilot to expand substance use treatment services.
- Support increased and ongoing federal funding for the Older Americans Act (OAA) programs, with appropriations matching the levels of authorized funding.
- Support funding and seek appropriations to improve senior transportation services.

PUBLIC HEALTH

Counties are mandated to protect Californians against threats of widespread disease and illness and are tasked with promoting health and wellness. Mendocino County supports and encourages the use of multi-jurisdictional approaches to health care and efforts to create cost-saving partnerships between the state and counties, and other partners to improve health outcomes and health equity. Counties appreciate recent investments in public health, but they remain concerned about the lack of funding and flexibility in funding, planning, and ongoing support for critical public health infrastructure. In addition, counties face severe workforce challenges that are exacerbated when new public health crises emerge. It is important for the state and federal governments to collaborate with counties to provide timely and adequate funding and technical assistance. This is necessary to ensure proper planning, access to medical supplies, and laboratory testing services and maintain a capable workforce to effectively respond to any health emergency.

STATE ACTION

- Advocate for the implementation of a regional public health model that coordinates public health services across multiple jurisdictions to enhance the effectiveness, resource allocation, and response capacity.
- Support expansion of data sharing agreements for Public Health and other programs as required by the State to improve prevention and intervention care coordination.
- Support expansion of State staffing to facilitate funding for Maternal Child and Adolescent Health programs, for evidence-based Home Visiting (HV) programs promoted by California

Department of Public Health (CDPH), and adolescent health and mental health.

- Advocate and fund Local Health Jurisdictions (LHJ) health data scientists and epidemiologists in Public Health, Behavioral Health, and Social Services.
- Advocate for increased funding for essential local public health responsibilities including workforce development, facilities, communicable disease prevention and response, and public health prevention and health equity activities.
- Support funding for and legislative support of Community Healthcare Workers (CHW) as well as development of career pathways for these CHWs.
- Advocate for increasing allocation to Public Health Emergency Preparedness to build sustainability of preparedness in public health infrastructure and staff.
- Support statewide single-payer healthcare systems to streamline healthcare delivery and eliminate gaps in coverage.
- Support sustainable funding for Emergency Medical Services (EMS) Systems.
- Support ongoing and increased assistance by the state in providing epidemiologist services and efforts to prepare for the next pandemic.

FEDERAL ACTION

- Advocate for increased federal support in growing and retaining a highly skilled public health workforce.
- Support ongoing federal aid to local government to prepare for the next pandemic.

BEHAVIORAL HEALTH

ISSUE: County behavioral health services are central to many difficult policy issues such as homelessness, housing, and justice system recidivism and diversion. One in five adults experience some form of mental illness in any given year. According to recent studies by the Well Being Trust and the Meadows Mental Health Policy Institute, COVID has increased rates of clinical depression, anxiety, and suicide. Across the population, 1 in every 25 adults is living with a serious mental health condition such as schizophrenia, bipolar disorder, or long-term recurring major depression. Treatment for these conditions is often not sought due to inaccessibility to services, coverage and reimbursement barriers or the patient is unaware that other physical symptoms could be connected to a mental health condition.

State and federal resources and flexibility are needed to improve access to mental health and substance misuse disorder treatment in rural communities and address racial inequities. Counties need resources to expand access to evidence-based suicide awareness and prevention training. Importantly, legislation that helps expand, support and sustain behavioral health workforce is necessary to meet these needs.

STATE ACTION

- Support additional funding and programs that provide improved access to local mental health services and substance misuse disorder, including increased and consistent funding for mental health housing programs, crisis support, and jail diversion programs and services for foster youth with complex needs.
- Support insurance parity for mental health services to ensure residents with private insurance have the same services available as those with Medi-Cal.
- Advocate for the legislature to review the innovation component of the Mental Health

Services Act for accountability. Innovations in rural, suburban, and urban counties vary drastically and should be evaluated based on local demographics.

- Advocate for state and federal funds to offset costs of the Behavioral Health wing of the new jail.
- Support the integration of behavioral health into the broader health care system and a balance between state expectations and local authority.
- Advocate for support of mental health initiatives for seniors and other vulnerable residents.
- Advocate for maximization of funding for inmate medical and mental health care services.
- Advocate for increased availability of inpatient psychiatric beds.
- Advocate for the needs of county residents and for full funding for associated county costs for implementing CARE Act.

FEDERAL ACTION

- Advocate for reform of the Institutions for Mental Disease (IMD) exclusion language which bars Medicaid from receiving federal dollars to pay for mental health and substance use care provided in facilities with more than 16 beds which leads to a stark inequity in access to care. Unlike in Medicare or private insurance, Medicaid cannot cover many inpatient psychiatric services, even when they are recommended by a physician or mental health professional.
- Support federal investment, including funding from court settlements, in mental health and substance use disorder workforce, training, prevention and treatment.

HOMELESSNESS

ISSUE: Like many other California counties, Mendocino County is grappling with the challenges posed by homelessness. The issue is visible on public streets, creek beds, and open spaces and has a profound impact on affected households. The limited availability of housing and rentals significantly contributes to the county's transient and homeless population. Homelessness affects public spaces, public safety, child welfare, behavioral health and substance use services, and small businesses. The presence of homeless encampments also has a significant impact on local businesses and warrants attention and addressing.

STATE ACTION

- Advocate for a simplified, streamlined, block grant funding allocation to counties, for a five-year time span, specifically and exclusively for the costs of trash and hazardous waste removal at recently vacated homeless encampments. This funding source should be automatically allocated and delinked from requirements to provide social or other services. The focus should be on clean-up only from vacated homeless sites.
- Advocate for increased or sustained funding to prevent and end homelessness through direct allocations to the county directly or the local continuum of care (COC), as the counties are responsible for the broad scope of services and mandates provided to successfully move individuals out of homelessness; Sustainable and flexible state funding sources to enable communities to serve more people with outreach, shelter, eviction prevention, supportive housing, and short term rent assistance programs; Establishment of immediate solutions to address encampments.
- Advocate for a simplified and streamlined allocation and administration process for the Homeless Housing, Assistance and Prevention (HHAP) Grant program, along with clear,

reasonable, and achievable accountability measures that support local flexibility and effectiveness.

- Advocate for ongoing operating subsidy support for existing Project Homekey sites. Counties who have elected to participate and engage in homelessness solutions like Project Homekey should be rewarded and supported with specific ongoing funding to maintain those projects as exemplary best practices in resolving homelessness.
- Support reform for state and federal housing assistance and legislation to allow more inclusive access to housing and services for individuals with prior convictions.
- Advocate for increased direct funding for long-term transitional housing programs that support vulnerable populations, providing them with the stability needed to transition to permanent housing.
- Advocate for greater involvement and coordination between state agencies and local governments in protecting natural resources, such as parks, waterways, and wildlife habitats, from the environmental impacts of homelessness.
- Advocate for state agency funding to mitigate environmental damage caused by encampments, such as waste management, habitat restoration, and water quality protection.
- Advocate for the creation of new sources of funding and incentive programs to produce affordable housing through incentivized jurisdictional cooperation and regional housing planning.
- Support the preservation of mobile home parks as a valuable housing resource.
- Support improving rent stabilization tools, including protections from displacement and unreasonable rent increases for mobile home park tenants.
- Support efforts to ensure that code enforcement does not result in the closure of mobile home parks (or other affordable housing) unless it is an immediate danger to life, health, and safety.
- Support efforts to address disparities in housing by ensuring that disaster recovery resources reach all impacted households, including those with the lowest incomes who are often the hardest hit by disasters and have the fewest resources to recover.
- Advocate for increasing accessibility to levels of support from federal and state food programs.
- Advocate for funding to assist local businesses with security, clean up, and restoration due to homelessness.

FEDERAL ACTION

- Support the preservation of and existing allocation of federal US Department of Housing and Urban Development (HUD) rental subsidy funding so that rural communities are able to retain their existing allocation of tenant-based rental assistance certificates.
- Support Rental Assistance and Rapid Rehousing Support to prevent individuals at risk of losing their housing, which has tremendous financial impacts on low-income individuals and families.

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COUNTY OF MENDOCINO
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COUNTY OF MENDOCINO
STATE OF CALIFORNIA
~~2025~~ 2026
LEGISLATIVE PLATFORM


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COUNTY OF MENDOCINO

~~2025~~2026
LEGISLATIVE PLATFORM

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MISSION STATEMENT

The Mendocino County Board of Supervisors' mission is to create and maintain a responsive and responsible government that enhances the quality of life of the people of Mendocino County. The County's mission is to deliver services that meet public safety, health, social, cultural, education, transportation, economic, and environmental needs of our communities. Mendocino County's Strategic Plan guides the critical decisions the Mendocino County Board of Supervisors faces to improve the quality of life for County residents.

MENDOCINO COUNTY'S STRATEGIC PLAN PRIORITIES

a. An Effective County Government

i. Define clear roles, responsibilities, and processes for government leadership Create a thriving organizational culture.
ii. Implement new approaches to demonstrate our commitment to Diversity, Equity, and Inclusion (DEI).
iii. Improve operational efficiency by streamlining processes and implementing technology-based solutions.
iv. Increase transparency in government operations to build trust with employees, communities, and partners.
v. Assure financial sustainability of the County.

b. A Safe and Healthy County

i. Provide a person-centered approach to help under-resourced individuals and families thrive.
ii. Deliver culturally relevant public health services that focus on prevention and are guided by social determinants of health.
iii. Increase access to behavioral health services.
iv. Help people feel safe in their communities.
v. Implement practices that support a sustainable environment and responsible stewardship of natural resources.

c. A Thriving Economy

i. Support a vibrant economy.
ii. Support increased housing stock at a range of affordability levels.
iii. Ensure that affordable and reliable broadband communications is available to all County residents.

d. A Prepared and Resilient County

i. Increase disaster/emergency preparedness and resiliency.
ii. Ensure access to rural fire protection and emergency medical services.
iii. Improve and maintain transportation and road systems/access routes.

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BOARD OF SUPERVISORS – SUPERVISORIAL DISTRICT MAP

The Board of Supervisors is the legislative body of Mendocino County government. The Board adopts policies, establishes programs, appoints certain non-elected department heads, and adopts annual budgets for all County departments. The Board of Supervisors also serves as the governing board for two special districts; the Mendocino County Water Agency, and the Mendocino County Air Quality Management District. Supervisors also serve on regional agencies and as ex-officio members on the boards of county service districts. The Board of Supervisors is a five-member board elected by district on the basis of population, as required by state law. Supervisors are elected on a non-partisan basis and serve for a term of four years. Along with the Board's committee and agency appointments, Supervisors also elect a Chairperson and Vice Chairperson annually among themselves.



Madeline Cline
District 1



Mo Mulheren
District 2



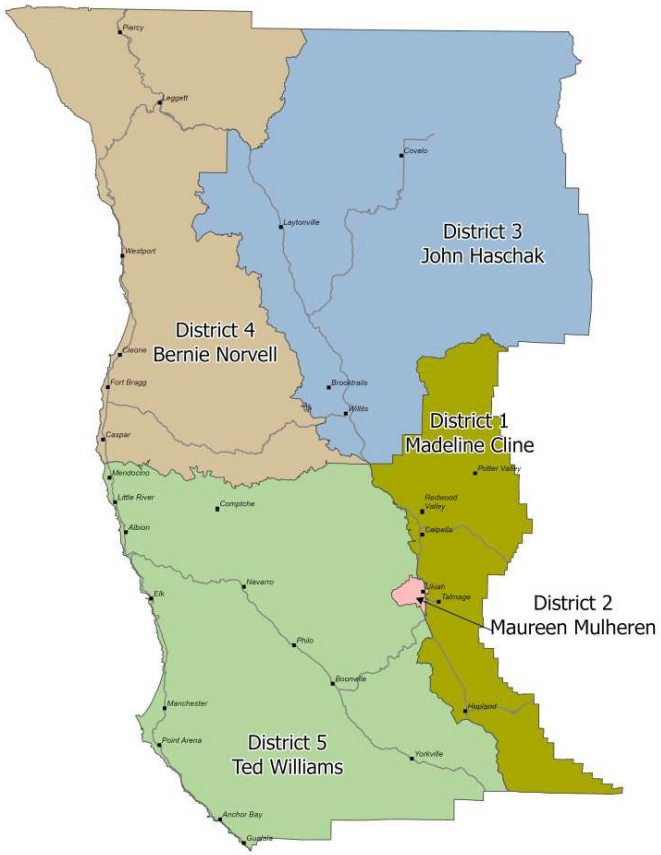
John Haschak
District 3



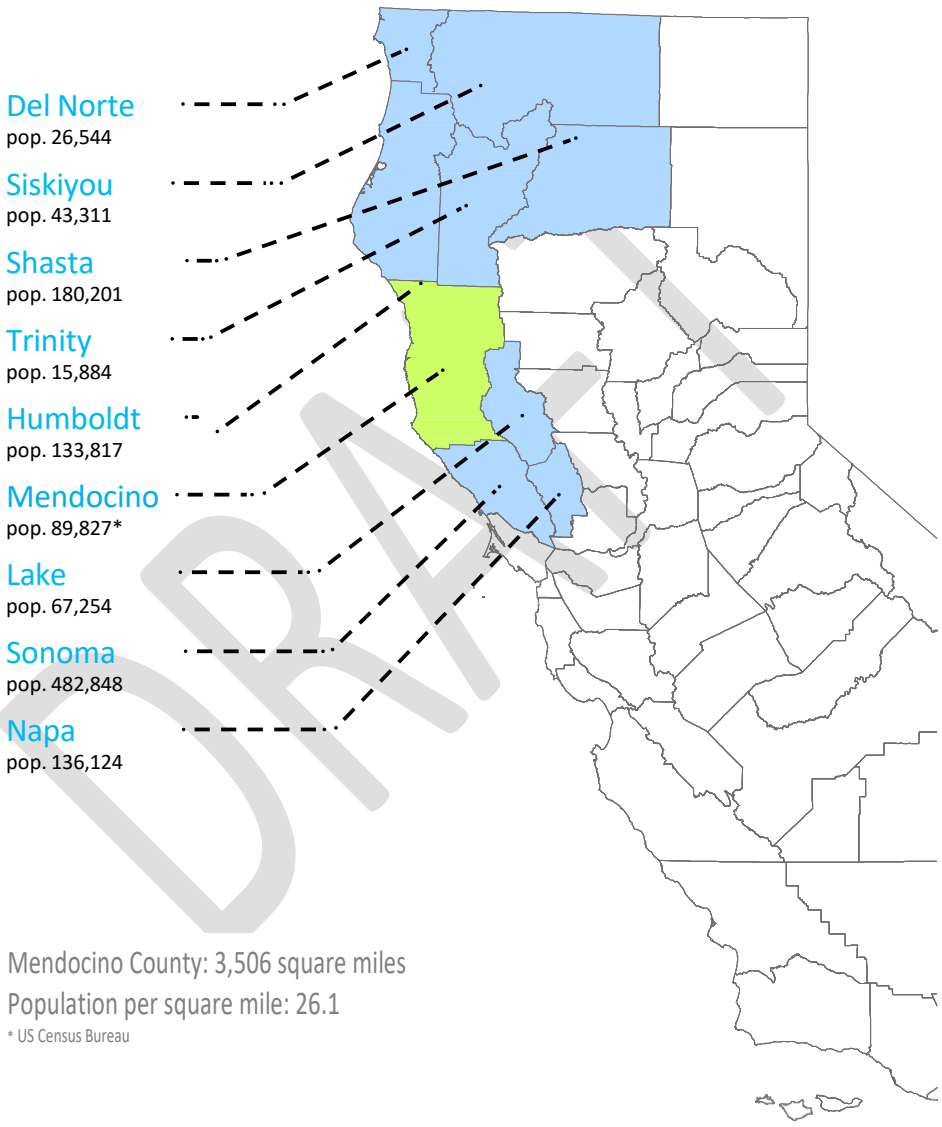
Bernie Norvell
District 4



Ted Williams
District 5



MENDOCINO COUNTY PROFILE



Mendocino County: 3,506 square miles

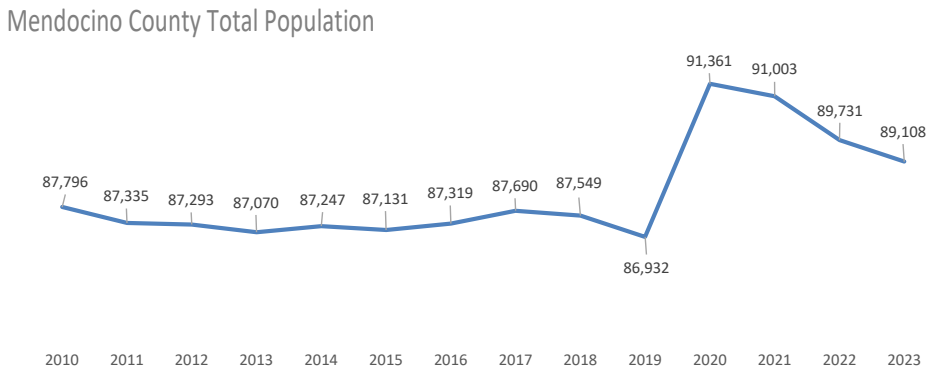
Population per square mile: 26.1

* US Census Bureau

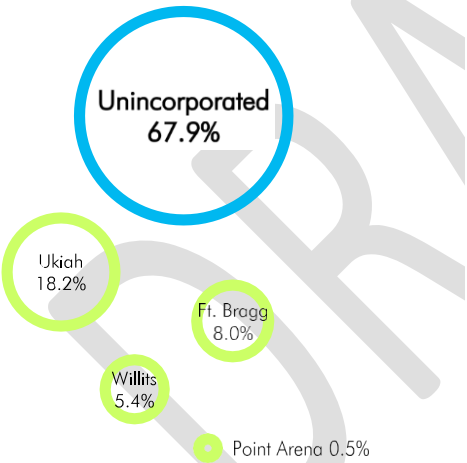
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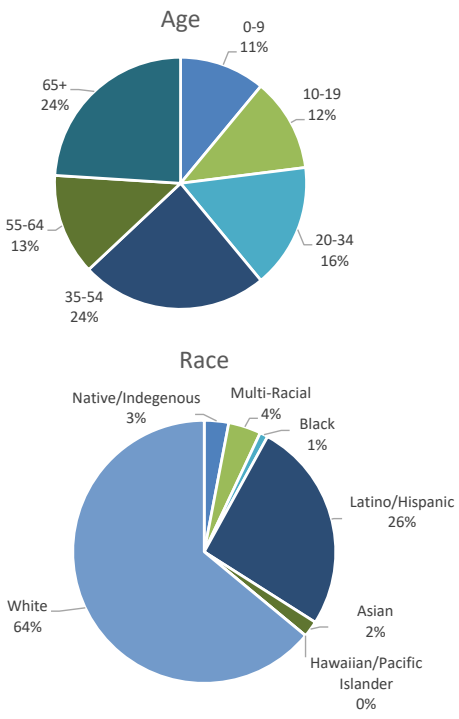
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MENDOCINO COUNTY DEMOGRAPHICS



* US Census Bureau 2023





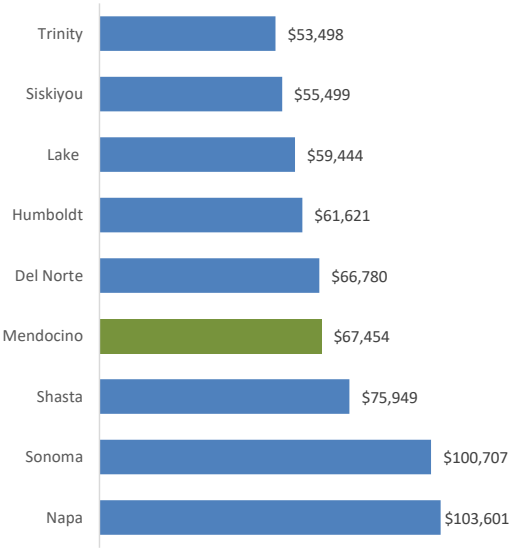
Note: Numbers may not add due to rounding.

* Source: US Census Bureau 2023

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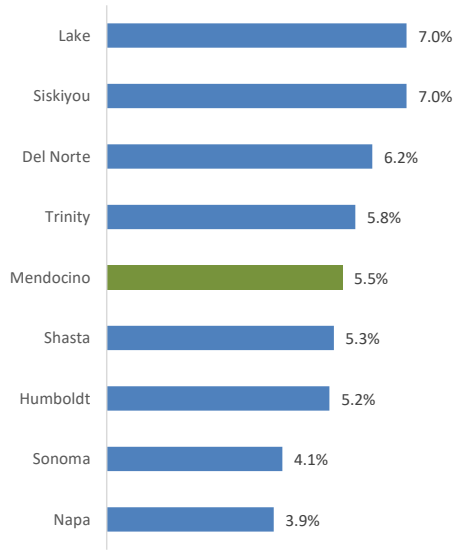
MENDOCINO COUNTY ECONOMIC TRENDS

Median Household Income



*Source: US Census Bureau 2023

Unemployment Rate



*Source: State of California Employment Development Division (EDD) 2024

Households with Income under $50,000/yr: 36.3%

*Source: US Census Bureau 2023

Median Sold Price of Existing Single-Family Homes (July 2025): $567,000 * Source: California Association of Realtors

Number of Households: 34,951

*Source: US Census Bureau 2023

Spending 30% or More of Household Income on Housing:

- Mortgaged Owners: 47.1% (vs. 38.4% CA)
- Renters: 56.2% (vs. 54.7% CA)

*Source: US Census Bureau 2023

Civilian Labor Force: 37,510

*Source: CA EDD

People Living Below Poverty Level: 15.2% (vs. 12% CA) *

- Families Living Below Poverty Level: 10.7% (vs. 8.4% CA)
- Children Living Below Poverty Level: 17.4% (vs. 15.1% CA)
- People 65+ Living Below Poverty Level: 11.7% (vs. 11.3% CA)
- Veterans Living Below Poverty Level: 13.5% (vs. 7.8% CA)

*Source: US Census Bureau 2023

Labor Force as Percent of Population: 42% (vs. 62.4% CA)

*Source: CA EDD

~~2025~~ 2026 STATE & FEDERAL LEGISLATIVE PLATFORM

LEGISLATIVE PLATFORM OVERVIEW

Local government is uniquely and best positioned to support, serve, and respond to community and individual needs. The ability of the Board to deliver on its mission, "to create and maintain a responsive and responsible government that enhances the quality of life of the people of Mendocino County," requires support from all levels of government. Therefore, state and federal legislative and regulatory policy and action are often needed to support local government ~~in having this~~ to achieve meaningful impact in their communities. State and federal actions play a critical role in enabling counties ~~can affect the County's ability~~ to deliver, shape, and fund ~~resource~~ services effectively, as well as in eliminating barriers to ~~addition to removing obstacles to providing those~~ service provision~~s~~.

Commented [KH1]: Edited for clarity & impact.

This support has been significant in the County's recovery from several major disasters and a global health pandemic. To ~~fulfill Mendocino~~uphold the County's commitment to ~~the community~~its residents, County staff continue to seek constructive~~positive~~ state and federal action, including ~~the allocation of~~ resource allocation~~s, is sought by county staff~~. Each year, Mendocino County departments review and recommend state and federal legislation to improve and enhance County financing, operation, and efficiency in service delivery. The legislative platform includes the over-arching guiding principles listed below, prioritizes state and federal issues intended for specific legislative action, and lays out ongoing general state and federal issues that the County will monitor for potential action should opportunities arise. The Board of Supervisors adopts these legislative positions as a platform that guides County advocacy to elected state and federal representatives. This advocacy is carried out by County staff and professional lobbyists hired by the County, the National Association of Counties (NACO), Rural County Representatives of California (RCRC), and the California State Association of Counties (CSAC).

The numbering and order of ~~listing of~~ items ~~and order~~ are for tracking ~~purposes~~ only and do not denote rank or ~~relative importance~~indicate priority. Key~~Priority~~ state and federal issues have been identified ~~as a focus for~~to guide staff and ~~state~~ lobbyist~~s~~ efforts during the legislative session. However, action may~~can~~ be taken on any issue as opportunities arise. ~~Additionally, some items identified as~~ State priority issues may also present~~could yield~~ advocacy opportunities ~~in a~~ at the federal level, ~~setting~~ and vice versa.

GUIDING PRINCIPLES

Through this platform, Mendocino County will rely on advocates, professional associations, such as the California State Association of Counties (CSAC), the Rural County Representatives of California (RCRC), and the National Association of Counties (NACO), local elected officials, and staff to:

1. Support legislation that furthers the goals identified within the County's Strategic Plan Priorities:
    i. An Effective County Government
    ii. A Safe and Healthy County
    iii. A Thriving Economy
    iv. A Prepared and Resilient County
2. Develop, pursue, and support legislative and budget efforts that protect and/or enhance local governments' revenues, maximize the County's access to state and federal funding sources, and/or increase local funding flexibility. Oppose any effort to balance the state budget by removing or recouping local government resources and support legislation that will allow the County to ensure full cost recovery for services provided to other governmental entities.
3. Advocate for the protection of County funding, especially in tax and fiscal legislation. Oppose any provisions, funding cuts, or reforms that threaten County revenues, infrastructure investment, or the delivery of essential services.
4. Encourage and seek legislation to facilitate orderly and sustainable economic development and increase the opportunity for discretionary revenues and programmatic and financial flexibility for the County.
5. Oppose unfunded and underfunded mandates and ~~any~~ realignment initiatives that ~~fail to~~ do not fully fund services mandates cost-shifted to the County, including ~~appropriate cost~~ cost-~~of~~ of-living increases and cost increases due to population and caseload growth.
6. Support legislation that preserves local control; oppose legislation that diminishes local control of services and revenues.
7. Support the County's authority to ensure mutually acceptable tax-sharing agreements for annexation and incorporation that protect or enhance the County's ability to provide services to its residents.
8. Support legislation that provides tax, bond, and other funding formulas for the equitable distribution of state and federal monies while opposing attempts to decrease, restrict, or eliminate County revenue sources.

Pursuant to Mendocino County Policy No. 19, the Board of Supervisors adopts an annual legislative platform reflecting the County's priorities for legislative advocacy, state and federal funding, and issues of interest to local government and communities. The purpose of this Legislative Platform is to clearly outline the positions of the County on priority issues and matters that impact the County's ability to operate effectively while allowing the consideration of legislative and budget issues that arise during the legislative session. In keeping with past practice, the Board referred the development of the ~~2025~~ 2026 Legislative Platform to the General Government Standing Committee, comprised of Chair ~~John Haschak~~Maureen Mulheren and Supervisor ~~Glenn McGourty~~Bernie Norvell, to work with County Department Heads and Executive Office staff in developing a framework of issues for Board consideration.

On December ~~3~~X, 2025, the Board adopted the ~~2025~~ 2026 Legislative Platform reflecting the County's legislative priorities and policies for the upcoming legislative cycle. In adopting an annual legislative advocacy platform, the Board of Supervisors strives to enhance the quality of life in Mendocino County through effective state and federal legislation.

Commented [KH2]: Suggested inclusion from 2026 Legislative Platform Meeting with SYASL 9/24/25

Commented [KH3R2]: Director of Social Services reviewed and approved 9/26/25

Commented [KH4]: Supervisor Williams 9/9/25 BOS meeting

STATE & FEDERAL LEGISLATIVE PRIORITIES & FOCUS AREAS

In adopting this year's legislative platform, the following serve as Mendocino County's priorities and focus areas for federal and state legislative advocacy.

GOVERNMENTAL TRANSPARENCY & PUBLIC ACCESS

ISSUE: Article I, Section Three of the California Constitution guarantees that "the people have the right to instruct their representatives, petition government for redress of grievances, and assemble freely to consult for the common good." This includes a right to access information concerning the meetings and writings of public officials. To ensure that the right to openly scrutinize public agencies is maintained, the Constitution requires local agencies to comply with certain state laws that outline the basic requirements for public access to meetings and public records.

The Ralph M. Brown Act provides guidelines for how local agencies must hold public meetings. Among other provisions, the Act requires that meetings of the legislative body of a local agency be open and public. The Brown Act was enacted in 1953 first allowed teleconference meetings in 1988. At the time, San Diego County was considering the use of video teleconferencing for meetings and hearings of the board of supervisors due to concerns about the long distances that some of their constituents travelled to participate and were concerned that these distances prohibited some people from attending at all.

In response to the impacts of the COVID19 pandemic, including mandatory "stay-at-home" orders, public agencies had to adjust to new ways of conducting business because of the public safety risk associated with meeting in person. In March 2020, the Governor issued Executive Order N-29-20, which provided local agencies with more flexibility to use teleconferencing without making those teleconference locations accessible to the public. On June 11, the Governor issued Executive Order N08-21 notifying local agencies and the public that previous executive orders concerning the conduct of public meetings would apply through September 30, 2021. The Legislature later enacted AB 361 (Robert Rivas, 2021) which allows, until January 1, 2024, local agencies to use teleconferencing without complying with specified Brown Act restrictions in certain state-declared emergencies. In 2022, AB 2449 was passed, allowing the legislative body of a local agency to use teleconferencing without complying with the traditional Brown Act teleconferencing rules or the modified AB 361 rules in certain circumstances. In 2025, SB 707 made updates to California's Brown Act, which require local government meetings to provide real-time remote access, translated materials, and improved accessibility, including ADA compliance. It clarifies rules for remote participation and public comment and establishes social media engagement by officials as a permanent practice, aiming to increase transparency and public involvement. Additional flexibility is needed to maximize public participation, further reduce vehicle miles traveled, and to adjust to uncertain events.

Counties and other local governments have also faced a significant increase in the number and size of Public Records Act (PRA) requests over the past few years. The intensive work required to review records and redact the material that is exempt or prohibited from disclosure has grown exponentially. Further compounding this problem is that counties must make tough judgment calls on whether to release some records, especially when doing so is specifically prohibited, for example because doing so would violate privacy laws or employee confidentiality. Counties have also seen an increase in vexatious litigants using the PRA to grind government work to a halt.

The County of Mendocino supports transparency in governmental ~~transparency~~ and public access.

However, legislative proposals are needed to address the impacts of these growing issues on local governments' capacity to provide this service without impacts to on other critical services.

STATE ACTION

- Support legislation that balances increased public trust, confidence and access to public meetings and records while realizing the fiscal and operational constraints of local government.
- Advocate for the appropriate utilization of video technologies to increase public participation and reduce vehicle miles traveled.

COUNTY ROADS & INFRASTRUCTURE

ISSUE: The revenue received from the fuel tax is deposited in the State Highway Users Tax Account (HUTA). This revenue is allocated to the state, counties, and cities, with the majority (56 percent) designated for state highway maintenance. However, more than 80 percent of all road miles in the state are owned and operated by cities and counties. As a result, gas tax revenue is woefully inadequate to cover the state's local road infrastructure needs, including 54 out of 58 counties where Pavement Condition Indexes are considered to be at risk or poor. Mendocino County is one of these counties.

The implementation of Senate Bill 1 (Beall and Frazier), was a landmark transportation funding package that was signed by Governor Brown on April 28, 2017. It offered counties a significant influx of new revenue to invest in the local street and road system. Maintenance of our County streets and roads is vital to our the County's safety and economic wellbeing. Given attempts in 2018 to repeal this law, it is critical that the Countycounties stay vigilant to protect investments in our roads and infrastructure and work to inform state partners of impacts on counties that could limit access to SB 1 funds. It is important that state road and infrastructure investments are protected to continue our progress toward a full recovery and to prepare for future disasters.

Commented [KH5]: Edits to clarify language

STATE ACTION

- Advocate for increased funding levels for transportation infrastructure, operations and maintenance as accessible transportation plays a vital role in economic and community wellbeing.
- Support maintaining existing funding levels with historical shares of current funding sources ensured for counties.
- Advocate for new transportation funding for existing maintenance of low Pavement Condition Index (PCI) local roads to bring them up to an adequate and safe level.
- Support efforts to ensure all users of the County's transportation system adequately invest in the transportation infrastructure critical to everyday life. Transportation systems must be regularly maintained to preserve the existing public infrastructure as current revenues are not keeping pace with needs of the local road or transit systems.
- Advocate for increased and stabilized state revenues to the County.
- Support work with federal, state, local, tribal, community and other partners to identify, assess, modify, repair, or construct essential transportation infrastructure for critical County emergency response and evacuation missions.
  - ~~Advocate for increased and stabilized federal revenue and reimbursement to the County related to FEMA activities, and the need to restore or replace public infrastructure within the disaster and fire-scarred areas.~~

- Support a set-aside in the Cap-and-~~Trade~~ Invest funding for preventative maintenance of road systems for all local governments.

FEDERAL ACTION

- Advocate for preserving the tax-exempt status of municipal bonds, a vital tool used by local governments to finance infrastructure and capital improvements.
- Advocate for increased and stabilized federal revenue and reimbursement to the County related to FEMA activities, and the need to restore or replace public infrastructure within ~~the~~ disaster and fire-scarred areas.
- Support reforms that would simplify and expedite disaster recovery processes and projects, improve accessibility to assistance for counties and residents, and enhance transparency and flexibility in program administration.

Commented [KH6]: Howard Dashiell, Director, DOT - 9/16/25

CLIMATE RESILIENCE & RENEWABLE ENERGY

ISSUE: With over 3,500 square miles of diverse terrain and 129 miles of coastline, Mendocino County is home to significant ecosystems, critical biodiversity and a rural population. Population density is about 26.1 per square mile (2020 Census). ~~Mendocino County is~~As an at-risk region, Mendocino County requires a coordinated approach and significant resources, bolstered by ~~which necessitates a comprehensive effort and substantial resources, including~~ state and federal support, to advance county-wide initiatives and strengthen community resilience to extreme weather events and climate-related hazards. ~~effectively address and support county-wide actions and community resiliency projects.~~ Per FEMA's National Risk Index, Mendocino County is in the 95.1 national percentile, has a "very high" social vulnerability, and the highest hazard type risk ratings are wildfire (97.3), drought (99.4), earthquake (98.4), landslide (99.5), and riverine flooding (96.0). In recent years, climate ~~change~~-related hazards continue to be experienced throughout the County—from the 2017 firestorm through the severe winter storms of 2023.

~~Hazards generally faced in Mendocino County include but are not limited to wildfire, drought, extreme heat events, severe winter storms and associated flooding, poor air quality due to wildfires, agriculture and forestry pests and diseases, dune and bluff erosion, landslides and debris flows, wide-scale tree mortality, and sea level rise. Many hazard types are experienced countywide while other categories occur in distinct climate areas dependent on their geography. Nonetheless climate change is an increasing challenge experienced county-wide, already impacting Mendocino communities, and requiring consistent, dedicated efforts to address it.~~

California's 4th Climate Assessment ~~warns~~ projects the annual impacts of climate related hazards and extreme weather events~~that the costs of climate change could climb beyond~~ exceeding $113 billion statewide. Current financial resources are insufficient to fund needed initiatives. These efforts include building resilience to environmental and economic shocks, promoting energy efficiency and independence to reduce utility costs and reliance on external sources, encouraging technology innovation to stimulate local solutions, and advancing emissions reduction and adaptation strategies to address climate-related risks. Securing additional resources is essential for supporting these initiatives and bridging the existing funding gaps. ~~annually if action is not promptly taken. While the County has identified numerous climate-induced challenges, the investment necessary to fund required resiliency efforts is far beyond available financial resources. Funding is needed to support efforts to reduce emissions, increase the pace and scale of forest health and wildfire resiliency activities, and support other action to increase climate adaptation.~~

Commented [KH7]: Removed or adjusted language that could be viewed as conflicting with current administration's policy direction to protect eligibility for current and future funding.

STATE & FEDERAL ACTION

- Support investment in and efforts to support the infrastructure needed in rural areas and tribal regions ~~to reduce carbon emissions, including strengthening federal, state and local capacity for carbon analysis and accounting, and emissions reduction strategies~~ to support ~~climate resilient~~ resiliency, mitigation and adaptation planning and decision-making.
- Advocate for projects that improve community resilience ~~to climate impacts~~ and improve electric grid reliability.
- Advocate for funding to support energy conservation and efficiency for local government facilities, with a focus on rural counties.
- ~~Support infrastructure investments that drive innovation in energy technology, promote energy independence and efficiency, and accelerate emissions reductions.~~ ~~Support investment in infrastructure to facilitate clean renewable energy and transition to zero emission vehicles and transport, as well as wildfire resilience and land use practices that support carbon sinks and reduced emissions.~~
- Support legislation and budgetary actions that ~~would~~ extend tax incentives for ~~-~~ innovative technologies and infrastructure, helping communities build resilience and adapt to emerging challenges.
- ~~alternative fuels, vehicles, and infrastructure, including tax credits that support electric charging and biofuels infrastructure; tax credits for producers of biodiesel and cellulosic biofuels; tax credits for conversion to plug-in hybrid vehicles; and tax credits for purchases of alternative fuel vehicles.~~.
- Support legislation that incentivizes and advances innovative energy solutions aimed at reducing emissions and generating economic benefits for Mendocino County. ~~fosters, promotes, and creates incentives for the adoption, use, and economic benefits of sustainable, net zero emissions energy endeavors benefitting Mendocino County.~~
- Support legislation that encourages research and analysis of ~~net zero emission~~innovative energy technology ~~energy~~ projects; streamlines the environmental review processes; increases investment in critical infrastructure, and the regional electric grid; allows stakeholder involvement; and supports ~~the development of net zero emission energy~~emissions reductions.
- ~~Advocate for support for installation of solar power, geothermal, and hydropower as renewable energy sources.~~
- ~~Support carbon sequestration programs and projects, including carbon farming and forest management.~~
- ~~Support legislation that incentivizes responsible water storage systems for existing new and existing construction.~~
- Advocate for funding to counties, Tribal Nations and cities along the coast to develop and implement ~~sea level rise~~ adaptation plans and projects.
- Advocate for funding where adaptation requires retreat or moving away from properties.
- ~~Advocate for full cost recovery by counties in new state climate action mandates.~~
- ~~Support for biomass and biofuels as part of healthy forest management projects and a critical technology for utilizing and removing nonsalable slash and forest fuels with the potential to help meet state clean energy goals.~~

DISASTER PREVENTION, RECOVERY, RESILIENCY & MITIGATION

ISSUE: During the 2017 Redwood Complex Fire, Mendocino County suffered tremendous loss, 36,000 acres were burnt, homes were lost, agricultural land was damaged, and watersheds were affected. However, this does not touch on the loss of lives. Mendocino communities continue to be hit hard by unprecedented disasters, including significant fires in 2018, 2020 and 2021 along with public safety power shut offs in 2019, drought, COVID-19 public health emergency, and severe winter storms in 2022 and 2023. The devastation of these events will live on for decades. The support of the state and federal government in both appropriations and policy changes are vital as the County continues to rebuild resilient communities and prepare for the "new normal" of increasingly catastrophic natural disasters.

STATE ACTION

- Support legislation, regulations, and executive actions that streamline disaster recovery, improve emergency preparedness, and promote community resiliency.
- ~~Support efforts to enact legislation, regulations, and executive orders that ease the burden and promote rapid recovery and preparedness for future disasters.~~
- Advocate for full and timely reimbursement for local government, individual, and small business losses following disasters.
- ~~Support maximum reimbursement for loss and damages for the County and for residents recovering from wildfires or natural disasters.~~
- Support increased, flexible funding for local disaster preparedness, hazard mitigation, and recovery programs.
- ~~Support additional funding at a local level for disaster preparedness and recovery.~~
- Streamline state regulatory requirements for housing, infrastructure, and mitigation projects, especially post-disaster, by expanding exemptions, fast-tracking permits, and reducing red tape.
- ~~Advocate for the state to evaluate regulations and requirements for grants, housing projects and mitigation projects for opportunities to streamline processes and provide exemption when necessary.~~
- Support insurance reforms to ensure homeowners and businesses in high-risk areas have access to affordable and adequate coverage.
- ~~Advocate and support state protection for homeowner's insurance availability and affordability in fire prone areas.~~
- Advance efforts to strengthen California's property insurance market, including policies that:
  - Expand consumer options.
  - Tie mitigation actions to premium reductions.
  - Ensure transparency in rate-setting.
  - Incentivize risk-reduction through home hardening and defensible space maintenance.
- ~~Support state efforts to strengthen and stabilize California's marketplace for homeowners and commercial property insurance and expand consumer coverage choices, particularly in underserved areas.~~
- Support legislation offering financial incentives such as tax credits, grants, or rebates for home hardening and fire mitigation efforts in rural and high-risk communities.
- ~~Support the development of comprehensive and transparent standards to ensure that mitigation and resilience work completed at the regional, community, and home hardening levels result in a direct increase in the availability and affordability of insurance policies.~~
- Advocate for legislation that funds community education campaigns to increase awareness of wildfire risk, evacuation readiness, and mitigation strategies.

Commented [KH8]: Travis Killmer - Chief Recovery and Resiliency Officer | OES | Prevention, Recovery, Resiliency, & Mitigation | 9/19/25

DRAFT

- Advocate for legislation that provides dedicated funding for wildfire prevention infrastructure, including secondary access routes, emergency egress improvements, and local evacuation route planning.
- ~~Advocate for legislation that promotes home hardening in rural areas and provides financial incentives, such as tax credits or grants, to offset the cost of home hardening projects. Additionally, educational resources should be made available to help homeowners fully understand their risks and make informed decisions about home hardening measures. Support funding for wildfire prevention including the development and/or improvement of second access routes and emergency egress for communities in the wildland urban interface.~~
- Support assessment and removal of hazardous, dead, or dying trees, and the management of overgrown vegetation on public and private lands.
- ~~Support funding for the assessment and removal of dead and dying hazardous trees.~~
- Advocate for continued CEQA and Timber Harvest Plan exemptions for fuel reduction and forest health activities conducted by small landowners.
- ~~Support efforts to remove hazardous vegetation and combustible material from parcels situated in the unincorporated areas of the County to reduce the potential for fire, promote the public health, safety, and welfare of the community, and a structure to enforce defensible space requirements.~~
- Support ongoing funding for county-level baseline emergency management capabilities, including equipment, training, staffing, and planning.
- ~~Support full and flexible, non-competitive funding for enhanced emergency preparedness and all hazard planning to include provisions for establishing a baseline emergency management capability in each county.~~
- Advocate for enhanced alert and warning systems at the local level, particularly those that serve rural and hard-to-reach populations.
- ~~Advocate for increased funding and coordination of local government alert & warning systems.~~
- Advocate for expanded state-funded rapid response assistance programs to support vulnerable communities in the immediate aftermath of a disaster without waiting for federal declarations.
- ~~Advocate for state financial assistance to support vulnerable communities impacted by disaster, allowing for the swift response to the actual needs of our most vulnerable survivors prior to the receipt of federal funds.~~
- Advocate for increased state support for equitable emergency preparedness and recovery programs that prioritize seniors, children, non-English speakers, people with disabilities, and communities with access and functional needs.
- ~~Support increased funding for equitable emergency planning and response specifically addressing the safety of seniors, children, non-English speakers, and individuals with access and functional needs.~~
- Support increased flexible state funding through both grants and direct allocations to support local emergency management capacity, particularly in rural and underserved communities, and eliminate burdensome match requirements and overly restrictive eligibility criteria.
- ~~Support an increased allocation of funds to support local recovery and resiliency efforts in the immediate aftermath of a disaster.~~
- ~~Support increased access to funding for local jurisdictions for disaster-related infrastructure and personal property damages, and response costs such as debris removal and property recovery.~~
- ~~Advocate for continuation of CEQA exemption for hazardous tree removal.~~
- ~~Support timber harvest plan exemptions for small landowners for forest health and activities such as harvesting dead, dying, or diseased trees and reducing hazardous fuels.~~

DRAFT

- ~~Support legislation that meaningfully engages local air quality districts in the smoke management and air quality planning process for controlled burning.~~
- Support legislative and administrative tools for local governments to address hazard abatement issues on neglected, abandoned, or non-responsive parcels.
- ~~Support state efforts to streamline and strengthen processes to address hazard abatement issues for negligent, abandoned or non-responsive parcels.~~
- Support policy changes that balance individual property rights with community fire safety, especially related to defensible space, vegetation management, and firebreak construction.
- ~~Support state efforts to develop policies that balance personal property rights with community safety in creating firebreaks to effectively protect communities from wildfires.~~
- Support the further development, deployment, and integration of early warning wildfire detection technologies, including AI-powered camera systems such as AlertCA, to enhance real-time monitoring, rapid response, and community resilience.
- Advocate for funding to expand statewide wildfire camera networks, ensuring coverage in rural, high-risk, and underserved areas, improving early detection and evacuation capabilities.
- Promote collaboration between state agencies, local governments, and technology providers to leverage advanced monitoring tools for improved situational awareness during wildfire events.
- Support the creation of a state-funded, standardized software platform for Emergency Operations Center (EOC) management to streamline communications, data sharing, and situational awareness across all Operational Areas and jurisdictions.
- Advocate for the development of a statewide, uniform system for evacuation mapping and emergency response coordination that ensures consistency, accuracy, and interoperability among local agencies.
- Support pre-positioning of state emergency response resources in rural, underserved, and high-risk areas to improve response times and community outcomes during disasters.
- Increase flexible state funding through both grants and direct allocations to support local emergency management capacity, particularly in rural and underserved communities, and eliminate burdensome match requirements and overly restrictive eligibility criteria.
- Establish a state-managed Individual Assistance program to provide recovery support to disaster survivors in events that do not meet FEMA thresholds but still have significant local impacts.
- Support expanded and recurring state-funded training opportunities for emergency management personnel in rural areas to address knowledge gaps and support local capacity building.
- Increase Train-the-Trainer program availability to enable rural counties to develop in-house training capacity for emergency management staff and volunteers.
- Support state investment in the training and qualifications of Cal OES Emergency Services Coordinators (ESCs) already assigned to counties, ensuring they have the expertise and resources necessary to lead localized training programs and provide technical assistance to Operational Areas.
- Advocate for state policies and programs that encourage and simplify the involvement of local businesses and contractors in disaster recovery operations, such as debris removal and reconstruction, to ensure financial resources and job opportunities stay within impacted communities rather than being awarded to large companies based outside the impacted regions.

FEDERAL ACTION

- Ensure maximum reimbursement to local governments, residents, and businesses impacted by federally declared and non-declared disasters.
- ~~Support maximum reimbursement for loss and damages for the County and for residents recovering from wildfires or natural disasters.~~
- Support the implementation of federal rules that prevent post-recovery "funding claw-backs" and oppose any efforts to withhold promised recovery dollars.
- ~~Support implementation of new requirements that limit "funding claw-backs" and oppose efforts to withhold disaster recovery payments to Mendocino County.~~
- Advocate for sustained FEMA technical assistance to help local staff navigate complex regulatory and reporting requirements tied to disaster relief.
- ~~Advocate for additional FEMA technical assistance for counties to assist staff in navigating direct assistance programs and regulatory requirements for approved disaster projects.~~
- Encourage creation of federal programs to provide financial and direct support to households affected by disasters, even in the absence of a federal disaster declaration, particularly for those underinsured or uninsured.
- ~~Advocate for financial and direct services to eligible individuals and households affected by a disaster, who have uninsured or under-insured necessary expenses and serious needs in non-federally declared disasters.~~
- Support federal insurance market reforms that improve the affordability and accessibility of home and property insurance in high-risk wildfire zones.
- ~~Support federal efforts to stabilize the home insurance market and ensure homeowners and communities have access to affordable, accessible, quality insurance coverage.~~
- Advocate for immediate deployment of case management services post-disaster to assist survivors with access to aid, housing, mental health services, and long-term recovery resources.
- ~~Support immediate case management implementation for residents affected by disasters.~~
- Support increased federal investment in resilient infrastructure, including energy systems, communications, transportation networks, and water security, especially in rural and underserved regions.
- Promote federal initiatives and contracting reforms that facilitate the participation of local companies in disaster response and recovery efforts, prioritizing the use of local labor and businesses to support economic recovery and community resilience in disaster-affected areas.

Commented [KH9]: Travis Killmer - Chief Recovery and Resiliency Officer | OES | Prevention, Recovery, Resiliency, & Mitigation | 9/19/25

~~COVID-19 Response & Recovery~~

~~**ISSUE:** Starting January 2020, the County was part of a coordinated public health response involving the Federal Centers for Disease Control and Prevention (CDC) and the California Department of Public Health (CDPH). The then Director of Emergency Services/Chief Executive Officer declared a Local Emergency and the then Health Officer declared a Local Health Emergency on March 4, 2020. The County's response efforts to protect human life and minimize the strain on the health care system during the COVID-19 pandemic is estimated to exceed $28 million in 2020. Costs include labor, essential supplies and materials, contracts with public health and technical consultants, testing, education, and outreach, contacting investigation and tracing, motel rooms for homeless individuals,~~

~~preparation and operation costs for the health emergency alternative care facility, staff overtime costs, and emergency food relief programs.~~

~~***STATE ACTION***~~

- ~~Support ongoing and increased assistance by the State in providing epidemiologist services and efforts to prepare for the next pandemic.~~

~~***FEDERAL ACTION***~~

- ~~Support ongoing federal aid to local government to support the COVID-19 response and prepare for the next pandemic.~~

NATURAL RESOURCES

ISSUE: Mendocino County supports efforts to conserve and preserve the county's natural resources to help restore its fisheries, maintain healthy forests, support clean reliable water supplies, and ensure agriculture is preserved for future generations. The County supports activities and policies that promote responsible land management that integrate local government involvement in federal and state land management decisions. The County supports increased state and federal funding for public land management to address deferred maintenance of infrastructure in forests and fire prevention and mitigation activities.

STATE ACTION

- Support state funding for implementation of Groundwater Sustainability Plans (GSP).
- Support state funding for storm water infrastructure improvements and compliance with storm water quality regulations.
- Advocate for recycling and organic waste reduction legislation that take into account the needs of rural communities.
- Advocate for legislation to allow and streamline the process for water districts to consolidate districts.
- Support state funding for drought response and infrastructure to facilitate water resiliency in rural communities.
- Support state funding for flood response and infrastructure, as droughts happen, floods follow including post-wildfire debris flows.
- Support the restoration of Williamson Act (the California Land Conservation Act) Subvention funds. Mendocino County, like most other rural counties, is dependent on state funding to offset the loss of property tax revenue to the County. Without a resumption of subvention payments, the County budget will suffer a detrimental impact.
- Support the development and expansion of ~~cap~~Cap-and-~~trade~~ Invest funding programs specifically targeted at rural communities.
- Support state and federal local assistance, financial resources, regulatory relief and assistance with outreach and coordination efforts to address health and safety risk from dead and dying trees, including areas within the coastal range overseen by the California Coastal Commission.
- Advocate for state assistance for the Mendocino County Inland Water and Power Commission (IWPC) to preserve the water supply provided by the Potter Valley Project for the tens of thousands of people who use the water domestically, for agriculture, and for

environmental uses in the Russian River watershed.

- Prioritize projects that reduce or prohibit development and vehicle miles traveled potential on conservation lands, open space, agriculture and working lands, and important watersheds.
- Support and promote new and innovative programs and projects ~~that reduce or sequester greenhouse gases,~~such as including vegetation management, urban greening, and land use planning.
- ~~Advocate any new state climate action mandates include full cost recovery by counties.~~
- Support parks and open space lands, as public natural resources~~, in the provision of carbon neutrality~~.
- Support local control of groundwater management, including well drilling standards and permitting.
- Support fisheries riparian habitat restoration funding in Mendocino County.

FEDERAL ACTION

- Support reasonable interpretation of the US Supreme Court May 23, 2023, ruling on what constitutes "Waters of the United States" as defined by the US EPA and Army Corps of Engineers to not include ephemeral streams, drainage ditches or seasonal wetland areas that aren't vernal pools.
- Support restoring full mandatory funding for the Payments in Lieu of Taxes (PILT) program, which compensates public lands counties for untaxable Federal land.
- Support long-term Federal reauthorization and full funding for Secure Rural Schools and Community Self-Determination Act (SRS), which provides funding for rural counties and school districts to replace revenue from dwindling forest receipts due to national decline in timber harvesting.
- Engage with United States Forest Service (USFS), Bureau of Land Management (BLM), and other federal land management agencies to ensure that local communities are consulted regarding land management issues including recreation, fire management and law enforcement.
- Advocate for assistance for the Mendocino County Inland Water and Power Commission (IWPC) to preserve the water supply provided by the Potter Valley Project for the tens thousands of people who use the water domestically, for agriculture, and for environmental uses in the Russian River watershed.
- Support the Mendocino County Inland Water and Power Commission (IWPC) in the efforts with the U.S. Army Corps of Engineers to raise Coyote Dam at Lake Mendocino and secure the related water supply.
- Advocate for improving water quality from Lake Mendocino water releases to protect Russian River fish and wildlife.
- Support fisheries riparian habitat restoration funding in Mendocino County.
- Oppose any new or expanded offshore oil and gas drilling along the California coastline. Support legislative efforts to protect ocean and coastal resources.

AGRICULTURE

ISSUE – Invasive Species: Significant invasive species are routinely introduced and detected in California, threatening agriculture and the environment. Continued funding for pest exclusion, detection, tracking and survey activities, rapid response, pest management and eradication (if feasible), and public education outreach programs are critical in protecting California's resources.

Commented [KH10]: Edited for clarity & impact.

Commented [KH11]: On March 12, 2025, EPA announced that it will revise WOTUS.

Commented [KH12]: 6/6/25 BOS Letter - Interior Dept - Opposition to Offshore Oil & Gas Drilling as part of the public comment period for the 11th National Outer Continental Shelf Gas Leasing Program

STATE ACTION

- Protect existing revenue sources and enhance state and federal funding of Pest Prevention Program activities.
- Support legislation and programs for effective pest management and eradication activities.
- Support sustainable pest management through the continued support of high-risk pest prevention and pest detection programs.

ISSUE - Invasive Weed Management Funding: Invasive, noxious, or non-native weeds continue to proliferate on public and private lands throughout California, posing a threat to the state's critical infrastructure, biodiversity, and ecological integrity. Weed Management Areas (WMAs) have been formed around the state to bring together all stakeholders concerned about invasive weed control within their respective areas.

Commented [KH13]: 9/24/25 - Angela Godwin, Agricultural Commissioner/Sealer of Weights & Measures

STATE ACTION

- Support federal and state legislation and resources that would provide stable funding for Weed Management Areas (WMAs) or programs for the control of harmful non-native or invasive weed pests.

ISSUE – Pesticide Use: The County Agricultural Commissioner, under the direction of the Director of the California Department of Pesticide Regulation (DPR), is responsible for enforcing pesticide laws and regulations at the local level. Working with DPR, the pesticide use enforcement program promotes reduced-risk pest management strategies, assesses human health risks from pesticides, licenses pest control businesses, and monitors pesticide residue in the environment.

STATE ACTION

- Support methods that would provide long-term stable funding for County pesticide regulatory activities.
- Oppose legislation that challenges the preemptive status of state pesticide laws and authority provided to the Department of Pesticide Regulation (CDPR) and California Agricultural Commissioners.
- Support legislative proposals regulating the sale and use of pesticides based on scientific evidence and support California's critical infrastructure of laws and regulations, which has tremendous benefits for our county, its residents, and the environment.

ISSUE – Marketplace Equity & Consumer Protection: Weights and Measures Programs are essential to businesses and consumers in California. Weights and Measures regulatory activities ensure a "level playing field" for businesses and industries. Likewise, these programs are critical in providing consumer protection and a method for making value comparisons by providing equity in the marketplace. The Division of Measurement Standards (DMS) within the California Department of Food and Agriculture is the lead agency for weights and measures. DMS has incurred significant general fund reductions that have diminished its ability to provide consumer protection.

STATE ACTION

- Support legislation that preserves and enhances funding resources for weights and measures programs at the state (DMS) and local (Sealer) level for consumer protection.
- Encourage using state general funds for the Division of Measurement Standards.
- Support legislation that assures clear labeling and accuracy of the net quantity of packaged products to promote value comparison and ensure the consumer receives the

correct product and the quantity for which they pay.

- Oppose legislation allowing for industry self-certification of commercial weighing and measuring devices.
- Oppose legislation that would diminish or remove protections now afforded to consumers for transactions measured by weighing or measuring devices or computed by point-of-sale systems.
- Support legislation establishing funding for metrology, quantity control, package inspection, weighmaster, and testing standards for electric vehicle charging stations to meet state-mandated requirements.

ISSUE – Cannabis: California's Compassionate Use Act (1996) allowed cannabis cultivation but left regulatory gaps. The Medical Marijuana Regulation and Safety Act (Prop 215) and Proposition 64 (2016) expanded legalization. SB 94 (2017) unified medical and adult-use laws, giving Mendocino County Agriculture/Weights & Measures a regulatory role in enforcing state licensing requirements. State cannabis laws define the responsibilities of Agricultural Commissioners and Weights and Measures officials in regulating pesticides and ensuring consumer protection for cannabis businesses. Mendocino County's Commissioners/Sealer faces limited funding and resources to meet these responsibilities and new mandates. When statutory fees do not cover costs, County general funds must make up the difference.

STATE ACTION

- Support legislation recognizing cannabis as an agricultural commodity.
- Oppose legislation creating local mandates or programs that:
  - Do not provide 100% funding and resources for additional regulatory activities carried out by Agricultural Commissioners or Sealers.
  - Impair local land use authority.
  - Fail to provide adequate security for commissioner/sealer staff.
  - Create interference between cannabis regulation and existing authorities granted to the Commissioner/Sealers.
  - Do not provide support or transparency to the County agricultural commissioner staff for carrying out contracted work.

ECONOMIC & COMMUNITY DEVELOPMENT

ISSUE: Communities prosper when ideas, programs, and activities ~~aimed at improving its~~drive ~~economy~~ economic growth and ~~the~~ enhance quality of life ~~of its residents are encouraged~~. Economic and community development involves more than ~~is the creation of wealth from which community benefits are realized. It's more than~~ a jobs or small business program, it's an investment in growing our local economy and enhancing the prosperity and quality of life for all residents. These programs can lead to increased tax revenues, job growth, and increased community prosperity. Local ~~J~~jurisdictions are often limited in the types of tools and resources which they can employ for encouraging development activity in their own regions. The County supports legislative efforts designed to foster development tools and funding options for effective programs and job creation. The County supports legislative efforts that promote strategic land use and effective, locally-driven solutions~~development practices that maintain or increase local control~~ that reflect its rural character and will work proactively with state and federal partners to secure a vibrant future for its residents. ~~Mendocino County will continue to advocate for economic and community development opportunities suitable for the unique character of its rural communities and seek support from state~~

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~~and federal partners.~~

STATE ACTION

- Promote legislation that positively impacts a jurisdiction's ability to engage in and implement economic development programs and policies.
- Encourage, ~~E~~enhance and engage regional collaboration on economic development.
- Advocate for regulations and legislation that promote rural business economic development and supports infrastructure needs of small rural businesses.
- Oppose legislation or regulatory actions that disproportionately negatively impact rural and small businesses.
- Encourage the development and implementation of a statewide "proactive" California business retention strategy, led by the Governor's Office of Business and Economic Development (GO-Biz). The County supports partnerships with local economic development organizations.
- Support legislation that increases the competitive position of the State of California, its geographical areas, and its jurisdictions.
- Advocate for state grant funding opportunities to support community initiatives and projects that promote economic development and infrastructure improvements in alignment with the County's Strategic Plan and the regional Comprehensive Economic Development Strategy (CEDS).
- ~~Advocate for legislation that incorporates clean energy and preparedness in economic development efforts.~~
- ~~Support legislation that fosters, promotes, and creates incentives for the adoption, use, and economic benefits of clean and sustainable energy endeavors benefiting Mendocino County.~~
- ~~Advocate for support for installation of solar, geothermal, and hydropower as renewable energy sources.~~
- Support legislation to broaden eligibility and access to high-quality, affordable childcare and early learning programs, and increase childcare workers' compensation and professional development opportunities.
- ~~Support increased~~ Advocate for greater flexibility in the Community Development Block Grant (CDBG) program to ~~enable smaller jurisdictions to limit reduce~~the amount of paperwork and ~~regulation~~ regulatory burdens for smaller jurisdictions, making the program more accessible and effective. ~~that currently make this program difficult to implement and advocate for~~ Support a renewed California Department of Housing and Community Development (HCD) focus on providing technical assistance, specifically to those jurisdictions with limited resources.
- Support legislation that maintains and strengthens tax increment financing tools for communities.
- Support legislation that provides ongoing State funding for mandated planning projects such as the Regional Housing Needs Assessment, Sustainable Communities Strategy (SCS), General Plan Housing Element updates, and other planning initiatives under AB 32 and SB 375.
- Promote a full range of housing in all communities to better address the housing needs and solutions in rural communities.
- Support the repeal of Article 34 of the California Constitution, which would reduce administrative burden on local governments around affordable housing development.
- Support expansion of state tax incentives for the provision of affordable housing. The tax codes and financial industry regulations need to be revised to provide stimulus to produce affordable housing, particularly for median, low, and very low-income households.
- Oppose legislation that creates restrictions on local control of land use and development.

Commented [KH15]: Anna Macken - Economic Development Division 9/22/25

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- Advocate for Coastal Act reform of allowable exemptions to allow minor repair and maintenance to existing structures located within 50 feet of a coastal bluff and the installation of roof-mount solar panels on all structures without the need to obtain a Coastal Development Permit. Oppose legislative actions or reform measures that penalize jurisdictions for non-compliance with state-mandated Housing Element update schedules.
- Broadband Deployment
  - Support "Dig Once/Trench Once" and other policies which streamline the deployment of conduit for underground fiber-optic and electrical cables and minimize regulatory burdens and permitting processes for deployment of internet connectivity.
  - Advocate to maximize broadband infrastructure investment and equitable county-wide connectivity from the delivery of Middle and Last Mile projects under SB 156 and other State and Federal funds. In addition to exploring options that would include wireless and satellite technology in providing internet service delivery where underground fiber-optic is not possible or feasible.
- Support and monitor the development and deployment of a robust county-wide Middle Mile open access fiber-optic backbone to stimulate economic development and affordable broadband availability to homes, businesses, schools, libraries, public safety facilities, health services, and other institutions throughout Mendocino County.
- Advocate for complete and accurate broadband connectivity data needed for smart policy and design decisions required to effectively bridge the growing digital divide.
- Advocate ~~to~~ for strongly ~~encourage~~encouraging, if not ~~require~~requiring, last mile to the consumer broadband providers to supply equitable service to all potential customers as part of a new area service acquisition.
- Support legislation that provides resources to improve rural counties access to high-speed broadband. The County also supports legislation that protects access to broadband service.
- Support and advocate for sustained access to reliable and affordable telecommunication services for the County's diverse communities.
- Support legislation and funding that advances sustainable tourism and equitable access to outdoor recreation by local populations. Advocate for federal and state resources for outdoor recreation and trails.
- Promote funding for outdoor education initiatives that teach safety, conservation, and responsible recreation practices. This includes programs for youth and underserved communities to support a culture of stewardship and safety in outdoor spaces.
- Advocate for secured long-term, ongoing funding, maintenance, and planning of the Great Redwood Trail.
- Support legislation and funding for increased educational programs with hands on training in trade skills, craft, and engineering. This includes paths for youth to access internships and educational certificate programs.
- Support legislation and regulatory reforms that reduce barriers to small farms and food producers participating in farmers' markets, as they help strengthen local economies and advance community food security.
- Support efforts to reduce barriers to entry and expand market access for local home-based and small-scale food producers.
- Advocate for and pursue funding assistance to help the County keep fees affordable for residents and businesses, while sustaining high-quality services and effective program delivery.
- Support the Market Match/CalFresh EBT program, which supports small farms and local producers and increases access to fresh produce for our community.
- Advocate for sustainable funding for public art and culture, including education, and support

Commented [KH17]: Anna Macken - Economic Development Division 9/22/25

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of artists to produce and maintain public art through grants and endowments.

- Support community access to local libraries and advocate for broadband equity, the freedom to read and to access diverse points of view, literacy for all ages, and intellectual freedom.
- Advocate for additional grant funding for libraries who provide services to vulnerable populations such as Lunch at the Library which provides literacy-rich activities for libraries working with the US Department of Agriculture (USDA) lunch providers to offer nutritious lunches to children 18 and under who might not have access to lunches over the summer break and JobNow, VetNow, and LearnNow to support education for vulnerable populations.
- Support efforts to promote local school-museum partnerships to ~~providing~~provide engaging, hands-on learning opportunities. Advocate for additional state and grant support for regional museum's role as vital education providers and keepers of primary source material.
- Advocate for increased and ongoing funding to expand community spay and neuter clinics, reducing shelter intake and promoting responsible pet ownership through accessible preventive care.

FEDERAL ACTION

- Advocate for support and continuation of federal funds and programs that support and promote rural communities and businesses.
- Support efforts by the administration and congress to increase the nation's infrastructure investments to help promote economic development, public safety, and overall mobility through a comprehensive infrastructure package, surface transportation reauthorization and water resources bill.
- Advocate for federal grant funding opportunities to support community initiatives and projects that promote economic development and infrastructure improvements in alignment with the County's Strategic Plan and the regional Comprehensive Economic Development Strategy (CEDS).
- Advocate for complete and accurate broadband connectivity data, which is necessary to effectively bridge the growing digital divide as the federal government relies on this information to determine the true need for critical broadband resources.
- Support the deployment and availability of broadband and emerging technology, to rural communities to ensure equitable economic and educational opportunities for all.
- Advocate for federal funding for rural airport infrastructure projects.
- Advocate for the expansion of federal tax credits to better meet the statewide need for subsidized affordable housing units.
- Advocate for a change in federal tax law to eliminate current tax incentives for ~~short~~short-term rentals, as these federal tax incentives are leading to the conversion of housing for year-round residents to a commercial use of housing for the purpose of short-term rentals for visitors.
- Advocate for funding for combating censorship and aid for libraries and librarians who are encountering challenges.
- Support funding for US Department of Agriculture (USDA) meal sites for Lunch at the Library.
- Advocate for funding for programs that support services ~~to vulnerable populations~~ from the Institute of Museum and Library Services (IMLS).
- Advocate for federal education programs in which the Mendocino Museum participates.

OTHER ACTION

- Support initiatives to create meaningful government-to-government consultation and collaboration with Tribal Governments to bolster sound and sustainable economic development in local Tribal Lands and the County.

Commented [KH19]: Amy Campbell, Director, Animal Care Services | 9/19/25

Commented [KH20]: Anna Macken - Economic Development Division 9/25

CANNABIS

ISSUE: Mendocino County is a pre-eminent producer county in the State of California, home to a very large number of multi-generational cultivators, manufacturers, and other added-value cannabis industry participants. Nearly 20 years after California voters legalized medical cannabis via Proposition 215 (1996), the State legislature passed the Medical Cannabis Regulation and Safety Act (MCRSA) in 2015 to license, regulate, and address the impacts of commercial medical cannabis businesses. Then in November 2016, voters passed Proposition 64, the "California Control, Regulate and Tax Adult Use of Marijuana Initiative," also known as the "Adult Use of Marijuana Act" (AUMA). These laws have since been consolidated to form the "Medical and Adult Use Cannabis Regulation and Safety Act" (MAUCRSA), Cal. Bus. & Prof. Code § 26000 et seq., which is administered by the Department of Cannabis Control (DCC).

As the State continues to develop regulations for this industry, consideration must be given to the difficulties facing small cannabis operators in rural communities, unable to compete in the emerging legal market if it demands large sums of investment to scale up and meet regulatory requirements. Mendocino County will continue to advocate for maintaining local government's flexibility and authority to address individual community needs through local control measures. As Mendocino County implements local and state regulations, funding assistance will be critical to ensuring successful integration of the cannabis industry into the legal economy. Mendocino County supports federal initiatives to either repeal or modify the federal prohibition of cannabis and encourages federal recognition of state laws regulating cannabis.

STATE ACTION

- ~~Advocate for an extension of time for annual licensure for cultivators who meet all the necessary statuary benchmarks.~~
- Support legislation which enhances the economic viability of small-scale cultivators.
- Support legislation promoting small cultivator access to markets and minimizing costs, barriers, and regulations for microbusiness enterprises.
- Advocate for a reduction in the state excise tax as a means to support the economic recovery of small businesses and quell competition with the illicit market.
- Advocate for state resources to assist cannabis operators navigate the complex regulatory system, understand compliance requirements, and access grant or business development opportunities.
- Advocate for state funding and technical assistance to enable the County to build upon and coordinate with state education, outreach, and engagement efforts, ensuring local initiatives effectively complement statewide programs.
- ~~Advocate for statutory changes that eliminate project-specific CEQA analysis as an annual licensing requirement and instead allow the Department of Cannabis Control (DCC) to accept the CEQA compliance pathways set forth by local jurisdictions, including pathways that provide ministerial permits and principally permit commercial cannabis activities.~~
- Advocate for cannabis cultivation to be considered an agricultural crop produced for human consumption and regulated in the California Food and Agricultural Code rather than the Business and Professions Code.
- Advocate for the removal of the state regulatory prohibition on cannabis activities within a residence so that local jurisdictions can implement cottage industry codes allowing commercial cannabis businesses the ability to conduct activities analogous to those of non-

Commented [KH21]: Per Sara McBurney - Senior Program Manager - Cannabis 10/3/25

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cannabis related cottage industry businesses.

- Advocate for licensed commercial cannabis business to have access to state-funded disaster relief, technical assistance programs and grant programs.
- Advocate for the simplification of the state's commercial cannabis licensing framework and regulations in a manner that reduces barriers to entry into the legal market, protects public health and safety, and ensures a regulated environment for commercial cannabis activities that does not impose such barriers as to perpetuate, rather than reduce and eliminate, the illicit market for cannabis.
- Advocate for the ability of licensed cultivators to conduct multiple types of cultivation under a single license.
- Advocate that the DCC establish a simple process for cultivation license holders to conduct cultivation license type changes and cultivation license size changes.
- Advocate that the DCC allow for "batch tagging" of mature cannabis plants and harvested cannabis material in METRC similarly to what is currently allowed for immature plant tagging.
- Advocate for regulatory reform that allows locally permitted and state licensed cultivators to:
  - Receive genetic material from any permitted and licensed commercial cannabis business entity,
  - Transfer genetic material to other permitted and licensed cultivators,
  - ~~Receive genetic material from members of the public, not to exceed personal adult use allowances~~
  - ~~Enter no-source cannabis seeds into METRC in unlimited amounts because cannabis seeds are not federally restricted.~~
  - Support the development of a legal pathway for entering no-source cannabis seeds into METRC by establishing a compliant method for sourcing and documenting origin.
- Advocate for state and federal policy changes that establishes opportunities for cultivators, processors, and manufactures to engage in direct-to-consumer sales, including through cannabis events, direct to consumer delivery operations, direct to consumer shipping and on-farm sales.
- Advocate that the DCC conduct annual audits of licensed distribution businesses to monitor how much cannabis material being sold within the supply chain is produced by permitted and licensed cultivators and how much is produced by unpermitted and unlicensed cultivators.
- Advocate for the California Department of Food and Agriculture (CDFA) to develop educational materials and guidance documents that clarify and support the development of appellation of origin petitions.
- Advocate for the promulgation of comprehensive labeling requirements for all cannabis geographical indications, including county of origin, city of origin, city and county of origin, and appellation of origin designations.
- Advocate for the California Department of Food and Agriculture (CDFA) to be sufficiently funded to manage the appellation of origin program and the establishment of a petition review panel.
- Advocate for state and federal legislation, funding and resources to combat illegal trespass cultivation of cannabis on public and private lands.
- Support adequate funding and resources to address illegal water diversion, water pollution, erosion, poisoning of wildlife, and other environmental damage associated with trespass cannabis growing operations.
- Support the state fully funding County cannabis related expenditures including legislation that clarifies that cannabis-related expenditures are reportable expenses for the purpose of calculating unclaimed gas tax reimbursements to County Agricultural Commissioners or cannabis expenditures will not count against maintenance of effort calculations.

- Support non-competitive or direct allocation of state cannabis tax revenue for small and rural counties.

FEDERAL ACTION

- Support federal legislation that allows cannabis to be regulated at the federal level, including removing cannabis from Schedule 1 of the Controlled Substances Act. The C~~c~~ounty takes the position that any change to the legal status of cannabis at the federal level must be accompanied by a thorough regulatory framework that delineates the clear roles and responsibilities of the jurisdictions involved.
- Advocate for commercial cannabis production to be legally designated and regulated as commercial agricultural activity, regulated by the United States Department of Agriculture (USDA).
- Support efforts at the federal level to allow for and make available banking and other financial services to cannabis operators in order to minimize the use of cash.
- Advocate for changes to the Federal Tax Code to ensure that state licensed commercial cannabis businesses are taxed in the same manner as non-cannabis businesses, including but not limited to, advocating for the elimination of Federal Tax Code Section 280E.

PUBLIC SAFETY

ISSUE: Mendocino County strongly supports community safety by providing high quality public safety services to maintain health and safety standards for its residents. The County supports additional state and federal funding and tools to enhance law enforcement programs and the safety of its residents and public safety employees. It is recognized that the state, and not the County, is responsible for trial court operations costs and any growth in those costs in the future. Nevertheless, counties continue to be responsible for justice-related services, such as, but not limited to, probation, prosecutorial and defense services, as well as the provision of local juvenile and adult detention facilities. Therefore, it is imperative there is secure, stable, and sufficient funding allocated to Mendocino County to fulfill the state responsibilities mandated to the local level to implement. The County firmly opposes future and further unfunded state mandates.

STATE ACTION

- Advocate for adequate, secure, and stable funding to support the~~is provided to~~ implementation of ~~the~~ evidence-based practices mandated by realignment.
    - The County believes that the state should assume cost increases associated with state imposed program changes and expansions, as well as federal maintenance of effort mandates.
    - Oppose state and/or federal funding reductions that shift responsibility for services, administration, or fiscal support to counties.
    - Oppose state mandates that increase County responsibilities without adequate resources.
    - Oppose shifting state responsibilities to counties without full funding and administrative support.
    - Advocate for greater County flexibility and local control in implementing any realigned responsibilities.
- Advocate for and support policies that balance community safety and accountability with rehabilitation. Policies should not overlook one tenet in order to achieve another. Further,

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Commented [KH24]: Chief Izen Locatelli - Probation | 9/15/25

policies should not dilute or disregard accountability as a necessary component in achieving rehabilitation.

- Advocate for a sustainable new state funding source dedicated to both treatment and accountability, ensuring counties can effectively cover all implementation and ongoing costs associated with Proposition 36.
- Oppose policies that dilute, redirect or recast the mission and funding associated with 2011 Public Safety Realignment.
- Oppose any further redirection of state responsibilities to the local level without full local control and appropriate funding.
- Advocate for state and federal funds to offset costs of the behavioral health wing of the new jail.
- Support additional state funding for pre-trial service under SB 129 (CA Budget Act 2021: Statewide Pretrial Program).
- Support a conversation around SB 678 (Community Corrections Performance Incentives Act) and SB 129 making sure funding is more stable and secure.
- Advocate for an increase in funding due to SB 823 (Department of Juvenile Justice Realignment Implementation) and the insufficient funding the formula created.
- Oppose legislation that would directly or indirectly shift costs related to state prisoners that are transferred under realignment to counties.
- Support additional permanent and stable state back-fill to cover the counties' revenue loss resulting from AB 1869 (Criminal Fees) in 2020, the ~~recent~~ removal of criminal justice fines, fee, and penalties by the Legislature.
    - Urge policymakers and stakeholders to extend and fully fund California's fines and fees backfill program beyond 2026. Advocate for legislative commitment to compensate counties for lost revenue from eliminated criminal justice administrative fees and to protect funding for essential local programs and services.
- Support permanent, stable, and consistent funding of SB 678 (Community Corrections Performance Incentives Act) in light of AB 1950 (Probation: length of terms).
- Oppose any additional state efforts to change criminal justice fines, fees, and penalties without providing a corresponding revenue back-fill that is permanent and stable.
- Support reform of state laws that would increase hard drug crime and theft penalties.
- Support state efforts to increase penalties for dealing hard drugs such as fentanyl and provide local jurisdictions sufficient resources to enforce legislation, target drug trafficking as well as provide substance use treatment and harm reduction programs in prisons and juvenile facilities.

FEDERAL ACTION

- Support amending the Medicaid Inmate Exclusion Policy under the Social Security Act to remove limitations on Medicaid, Medicare, and Children's Health Insurance Program (CHIP) and Veteran's Affairs health services benefits for pre-trial inmates of public institutions.
- Support policies and programs that divert non-violent individuals struggling with mental illness and/or substance use disorders from local jails into more appropriate treatment services.

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HUMAN SERVICES

ISSUE: Mendocino County is committed to the delivery of public social services at the local level. However, the County requires adequate and ongoing federal and state funding, timely distribution of funding, maximum local authority, and flexibility for the administration and provision of public social services. Counties should have the ability to expand or consolidate facilities, services, and program contracts to provide a comprehensive level of service and accountability and achieve maximum cost effectiveness. Counties face challenges in providing services to the increasing numbers of individuals and families in need. During economic downturns, counties experience a greater demand for assistance from vital safety net programs. Even in prosperous economic times, many people struggle to meet their basic needs. Therefore, any additional federal or state funding should be directly shared with counties for programs that require a county share of cost.

Recent policy changes have disrupted the historic partnership among federal, state, and local entities regarding the provision of social services by shifting costs to the local level and cutting critical programs. This will force Mendocino County to shoulder unsustainable financial and administrative burdens, jeopardizing services. As a result, many of Mendocino County's 41,749 Medi-Cal enrollees (46% of the county's population) may face the loss of vital coverage. Reduced funding and new administrative rules will further strain rural and tribal health systems, limit care for high-risk residents, and deepen existing disparities. The County urges policymakers to introduce and support legislation that restores funding, guarantees coverage for Medi-Cal enrollees, and allocates direct support to Mendocino County to maintain essential care and service delivery.

STATE ACTION

- Oppose unfunded cost shifts to counties resulting from changes to human services programs and advocate for mitigation efforts to protect and preserve access to nutrition, healthcare, and childcare programs by maintaining adequate eligibility and funding levels.
- Advocate for resources to offset increased local service demand caused by reductions in benefits and seek relief from added administrative burdens by promoting simplified reporting and adequate funding for program administration.
- Support legislative efforts to provide sustaining wages to IHSS workers while limiting the County's obligation to increases in local required funding.
- Support efforts to sustain ~~or restore~~ funding for Health and Human Services safety-net programs and regulations, including: CalFresh Categorical Eligibility; School Lunch Programs; Health Care Enrollment (inmates); Preventing Elder and Dependent Care Abuse; Fees and Charges for Residential Care Facilities for the Elderly; Long-Term Care Ombudsman Program; Drug Abuse Prevention and Safe Disposal Program; Childhood Vaccinations; and Child Welfare Services.
- Advocate for and support Enhanced Care Management (ECM) provisions and insurers, increasing services to the County Medi-Cal population.
- Advocate for the allocation of additional realignment revenues. Current cost-sharing ratios no longer reflect counties' long-term ability to control costs in the programs.
- Support funding incentives for homeless providers who develop and implement meaningful and integrated workforce development programs.
- Support funding for small business wage subsidies to hire homeless and recently homeless individuals.
- Support efforts to build capacity within local child welfare agencies to serve child victims of commercial sexual exploitation as commercial sexual exploitation of children (CSEC) is a

Commented [KH26]: DeDe Parker - Social Services Existing Legislative Platform covers current concerns. 9/22/25

Commented [KH27]: Suggested inclusion from 2026 Legislative Platform Meeting with SYASL 9/24/25

Commented [KH28R27]: Director of Social Services reviewed and approved 9/26/25

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growing national and statewide issue. The County believes this complex problem warrants immediate attention, including funding for prevention, intervention, and direct services through child welfare services agencies, and supports close cooperation on CSEC issues with law enforcement, the judiciary, and community-based organizations to ensure the best outcomes for child victims.

- Advocate for the full ~~restoration and~~ commitment to ongoing funding for the Bringing Families Home program. This program through California Department of Social Services (CDSS) provides flexible housing support to our most vulnerable households with children experiencing homelessness served by Child Welfare Services. This program clearly leads to a quicker timeline for family reunification and/or prevention of entry into foster care.
- Advocate for the acceleration of policies and procedures that would allow phone-based application assistance for Medi-Cal through BenefitsCal. Without easy phone-based application support, eligible clients currently in jail or those with limited online proficiency skills are at a distinct disadvantage in accessing health coverage and care.
- Support adequate state funding for adoption services and post-permanency supportive services.
- Support the ability of the California Department of Social Services (CDSS) to streamline the process of transferring Foster Family Agency (FFA) resource family home approvals to another FFA or to the County to ensure that families and foster children in their care continue to receive support from agencies uninterrupted.

FEDERAL ACTION

- Urge Congress to reject provisions in legislation that shift the financial burden of human services programs to counties by reducing or eliminating federal funding.
    - Advocate that Congress provide sufficient federal resources to fully offset any increased local service demand caused by reductions or restrictions in federal benefits.
    - Advocate for simplified reporting, eligibility, and compliance requirements, and for sufficient administrative funding so counties can focus resources on direct service delivery.
    - Advocate for the inclusion of strong protections to prevent disproportionate harm to rural residents, people with disabilities, other vulnerable populations, and the organizations that serve them.
- Support ~~for a new~~the Centers for Medicare and Medicaid Services (CMS) Medicaid waivers for California. The new Cal-AIM waiver proposal is essential to enhance services at the local level particularly regarding mental health, substance use treatment services and homeless services.
    - Medicaid/Medi-Cal waiver projects have allowed for substantial funding and local expansion of services outside of traditional Medi-Cal billable services, including the Whole Person Care waiver pilot that has enhanced mental health and homeless services. And more recently, the Drug Medi-Cal Organized Deliver System pilot to expand substance use treatment services.
- Support increased and ongoing federal funding for the Older Americans Act (OAA) programs, with appropriations matching the levels of authorized funding.
- Support funding and seek appropriations to improve senior transportation services.

Commented [KH29]: Suggested inclusion from 2026 Legislative Platform Meeting with SYASL 9/24/25

PUBLIC HEALTH

Counties are mandated to protect Californians against threats of widespread disease and illness and are tasked with promoting health and wellness. Mendocino County supports and encourages the use of multi-jurisdictional approaches to health care and efforts to create cost-saving partnerships between the state and counties, and other partners to improve health outcomes and health equity. Counties appreciate recent investments in public health, but they remain concerned about the lack of funding and flexibility in funding, planning, and ongoing support for critical public health infrastructure. In addition, counties face severe workforce challenges that are exacerbated when new public health crises emerge. It is important for the state and federal governments to collaborate with counties to provide timely and adequate funding and technical assistance. This is necessary to ensure proper planning, access to medical supplies, and laboratory testing services and maintain a capable workforce to effectively respond to any health emergency.

STATE ACTION

- Advocate for the implementation of a regional public health model that coordinates public health services across multiple jurisdictions to enhance the effectiveness, resource allocation, and response capacity.
- Support expansion of data sharing agreements for Public Health and other programs as required by the State to improve prevention and intervention care coordination.
- Support expansion of State staffing to facilitate funding for Maternal Child and Adolescent Health programs, for evidence-based Home Visiting (HV) programs promoted by California Department of Public Health (CDPH), and adolescent health and mental health.
- Advocate and fund Local Health Jurisdictions (LHJ) health data scientists and epidemiologists in Public Health, Behavioral Health, and Social Services.
- Advocate for increased funding for essential local public health responsibilities including workforce development, facilities, communicable disease prevention and response, and public health prevention and health equity activities.
- Support funding for and legislative support of Community Healthcare Workers (CHW) as well as development of career pathways for these CHWs.
- Advocate for increasing allocation to Public Health Emergency Preparedness to build sustainability of preparedness in public health infrastructure and staff.
- Support statewide single-payer healthcare systems to streamline healthcare delivery and eliminate gaps in coverage.
- Support sustainable funding for Emergency Medical Services (EMS) Systems.
- Support ongoing and increased assistance by the state in providing epidemiologist services and efforts to prepare for the next pandemic.

FEDERAL ACTION

- Advocate for increased federal support in growing and retaining a highly skilled public health workforce.
- Support ongoing federal aid to local government to prepare for the next pandemic.

BEHAVIORAL HEALTH

ISSUE: County behavioral health services are central to many difficult policy issues such as homelessness, housing, and justice system recidivism and diversion. One in five adults experience

some form of mental illness in any given year. ~~According to recent studies by the Well Being Trust and the Meadows Mental Health Policy Institute, COVID has increased rates of clinical depression, anxiety, and suicide.~~ Across the population, 1 in every 25 adults is living with a serious mental health condition such as schizophrenia, bipolar disorder, or long-term recurring major depression. Treatment for these conditions is often not sought due to inaccessibility to services, coverage and reimbursement barriers or the patient is unaware that other physical symptoms could be connected to a mental health condition.

State and federal resources and flexibility are needed to improve access to mental health and substance misuse disorder treatment in rural communities and address racial inequities. Counties need resources to expand access to evidence-based suicide awareness and prevention training. Importantly, legislation that helps expand, support and sustain behavioral health workforce is necessary to meet these needs.

STATE ACTION

- Support additional funding and programs that provide improved access to local mental health services and substance misuse disorder, including increased and consistent funding for mental health housing programs, crisis support, and jail diversion programs and services for foster youth with complex needs.
- Support insurance parity for mental health services to ensure residents with private insurance have the same services available as those with Medi-Cal.
- Advocate for the legislature to review the innovation component of the Mental Health Services Act for accountability. Innovations in rural, suburban, and urban counties vary drastically and should be evaluated based on local demographics.
- Advocate for state and federal funds to offset costs of the Behavioral Health wing of the new jail.
- Support the integration of behavioral health into the broader health care system and a balance between state expectations and local authority.
- Advocate for support of mental health initiatives for seniors and other vulnerable residents.
- Advocate for maximization of funding for inmate medical and mental health care services.
- Advocate for increased availability of inpatient psychiatric beds.
- Advocate for the needs of county residents and for full funding for associated county costs for implementing CARE Act.

FEDERAL ACTION

- Advocate for reform of the Institutions for Mental Disease (IMD) exclusion language which bars Medicaid from receiving federal dollars to pay for mental health and substance use care provided in facilities with more than 16 beds which leads to a stark inequity in access to care. Unlike in Medicare or private insurance, Medicaid cannot cover many inpatient psychiatric services, even when they are recommended by a physician or mental health professional.
- Support federal investment, including funding from court settlements, in mental health and substance use disorder workforce, training, prevention and treatment.

HOMELESSNESS

ISSUE: Like many other California counties, Mendocino County is grappling with the challenges posed by homelessness. The issue is visible on public streets, creek beds, and open spaces and has a

profound impact on affected households. The limited availability of housing and rentals significantly contributes to the county's transient and homeless population. Homelessness affects public spaces, public safety, child welfare, behavioral health and substance use services, and small businesses. The presence of homeless encampments also has a significant impact on local businesses and warrants attention and addressing.

STATE ACTION

- Advocate for a simplified, streamlined, block grant funding allocation to counties, for a five-year time span, specifically and exclusively for the costs of trash and hazardous waste removal at recently vacated homeless encampments. This funding source should be automatically allocated and delinked from requirements to provide social or other services. The focus should be on clean-up only from vacated homeless sites.
- Advocate for increased or sustained funding to prevent and end homelessness through direct allocations to the county directly or the local continuum of care (COC), as the counties are responsible for the broad scope of services and mandates provided to successfully move individuals out of homelessness; sustainable and flexible state funding sources to enable communities to serve more people with outreach, shelter, eviction prevention, supportive housing, and short term rent assistance programs; establishment of immediate solutions to address encampments.
- Advocate for a simplified and streamlined allocation and administration process for the Homeless Housing, Assistance and Prevention (HHAP) Grant program, along with clear, reasonable, and achievable accountability measures that support local flexibility and effectiveness.
- Advocate for ongoing operating subsidy support for existing Project Homekey sites. Counties who have elected to participate and engage in homelessness solutions like Project Homekey should be rewarded and supported with specific ongoing funding to maintain those projects as exemplary best practices in resolving homelessness.
- Support reform for state and federal housing assistance and legislation to allow more inclusive access to housing and services for individuals with prior convictions.
- Advocate for increased direct funding for long-term transitional housing programs that support vulnerable populations, providing them with the stability needed to transition to permanent housing.
- Advocate for greater involvement and coordination between state agencies and local governments in protecting natural resources, such as parks, waterways, and wildlife habitats, from the environmental impacts of homelessness.
- Advocate for state agency funding to mitigate environmental damage caused by encampments, such as waste management, habitat restoration, and water quality protection.
- Advocate for the creation of new sources of funding and incentive programs to produce affordable housing through incentivized jurisdictional cooperation and regional housing planning.
- Support the preservation of mobile home parks as a valuable housing resource.
- Support improving rent stabilization tools, including protections from displacement and unreasonable rent increases for mobile home park tenants.
- Support efforts to ensure that code enforcement does not result in the closure of mobile home parks (or other affordable housing) unless it is an immediate danger to life, health, and safety.
- Support efforts to address disparities in housing by ensuring that disaster recovery resources

Commented [KH30]: Megan Van Sant - Senior Program Manager
Special Projects Team - Dept of Social Services (9/12/25)

reach all impacted households, including those with the lowest incomes who are often the hardest hit by disasters and have the fewest resources to recover.

- Advocate for increasing accessibility to levels of support from federal and state food programs.
- Advocate for funding to assist local businesses with security, clean up, and restoration due to homelessness.

FEDERAL ACTION

- Support the preservation of and existing allocation of federal US Department of Housing and Urban Development (HUD) rental subsidy funding so that rural communities are able to retain their existing allocation of tenant-based rental assistance certificates.
- Support Rental Assistance and Rapid Rehousing Support to prevent individuals at risk of losing their housing, which has tremendous financial impacts on low-income individuals and families.

Commented [KH31]: Megan Van Sant - Senior Program Manager
Special Projects Team - Dept of Social Services (9/12/25)

If current federal proposals related to HUD-issued rental subsidy programs (what's known as Section 8 vouchers) are approved, Mendocino County is at risk of losing dozens, perhaps as much as 100 or more, rental assistance vouchers that are currently keeping our most vulnerable and poor households housed.

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COUNTY OF MENDOCINO
Legislative Delegations

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COUNTY OF MENDOCINO
STATE OF CALIFORNIA
~~2025~~ 2026
LEGISLATIVE PLATFORM


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District 3
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District 4
Ted Williams
District 5
Prepared By:
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COUNTY OF MENDOCINO

~~2025~~2026
LEGISLATIVE PLATFORM

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MISSION STATEMENT

The Mendocino County Board of Supervisors' mission is to create and maintain a responsive and responsible government that enhances the quality of life of the people of Mendocino County. The County's mission is to deliver services that meet public safety, health, social, cultural, education, transportation, economic, and environmental needs of our communities. Mendocino County's Strategic Plan guides the critical decisions the Mendocino County Board of Supervisors faces to improve the quality of life for County residents.

MENDOCINO COUNTY'S STRATEGIC PLAN PRIORITIES

a. An Effective County Government

i. Define clear roles, responsibilities, and processes for government leadership Create a thriving organizational culture.
ii. Implement new approaches to demonstrate our commitment to Diversity, Equity, and Inclusion (DEI).
iii. Improve operational efficiency by streamlining processes and implementing technology-based solutions.
iv. Increase transparency in government operations to build trust with employees, communities, and partners.
v. Assure financial sustainability of the County.

b. A Safe and Healthy County

i. Provide a person-centered approach to help under-resourced individuals and families thrive.
ii. Deliver culturally relevant public health services that focus on prevention and are guided by social determinants of health.
iii. Increase access to behavioral health services.
iv. Help people feel safe in their communities.
v. Implement practices that support a sustainable environment and responsible stewardship of natural resources.

c. A Thriving Economy

i. Support a vibrant economy.
ii. Support increased housing stock at a range of affordability levels.
iii. Ensure that affordable and reliable broadband communications is available to all County residents.

d. A Prepared and Resilient County

i. Increase disaster/emergency preparedness and resiliency.
ii. Ensure access to rural fire protection and emergency medical services.
iii. Improve and maintain transportation and road systems/access routes.

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BOARD OF SUPERVISORS – SUPERVISORIAL DISTRICT MAP

The Board of Supervisors is the legislative body of Mendocino County government. The Board adopts policies, establishes programs, appoints certain non-elected department heads, and adopts annual budgets for all County departments. The Board of Supervisors also serves as the governing board for two special districts; the Mendocino County Water Agency, and the Mendocino County Air Quality Management District. Supervisors also serve on regional agencies and as ex-officio members on the boards of county service districts. The Board of Supervisors is a five-member board elected by district on the basis of population, as required by state law. Supervisors are elected on a non-partisan basis and serve for a term of four years. Along with the Board's committee and agency appointments, Supervisors also elect a Chairperson and Vice Chairperson annually among themselves.



Madeline Cline
District 1



Mo Mulheren
District 2



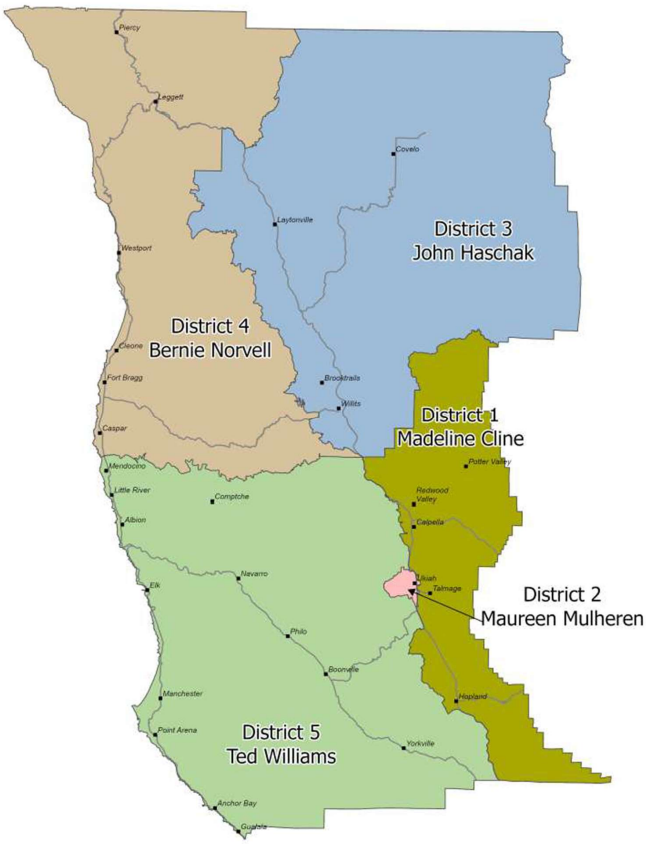
John Haschak
District 3



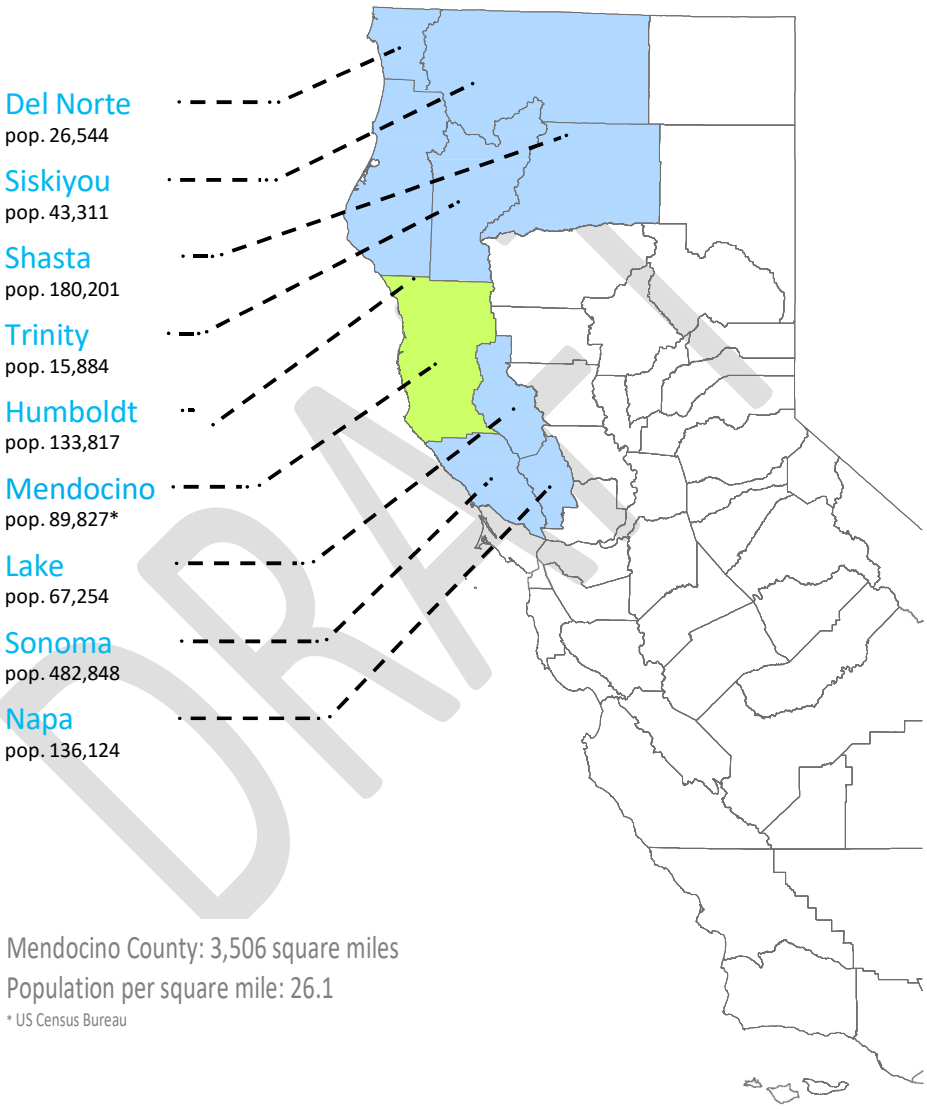
Bernie Norvell
District 4



Ted Williams
District 5



MENDOCINO COUNTY PROFILE



Mendocino County: 3,506 square miles

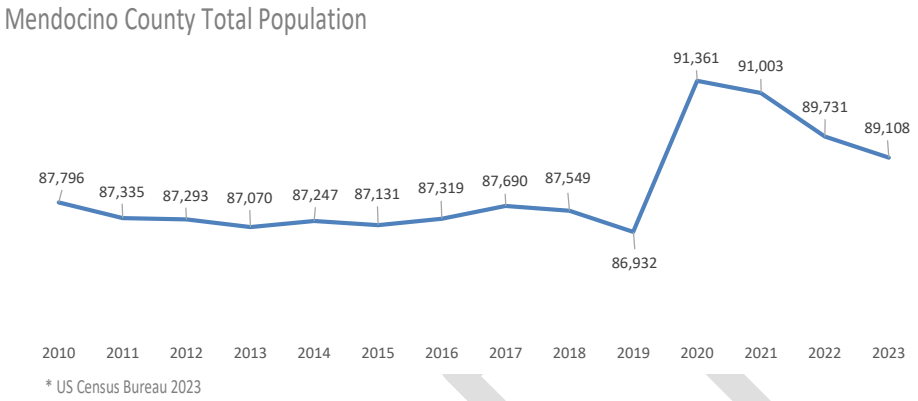
Population per square mile: 26.1

* US Census Bureau

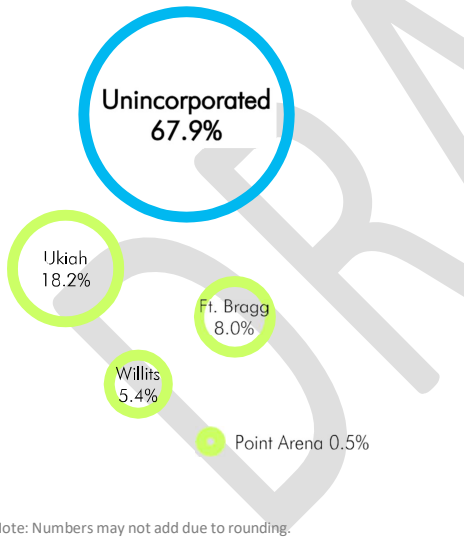
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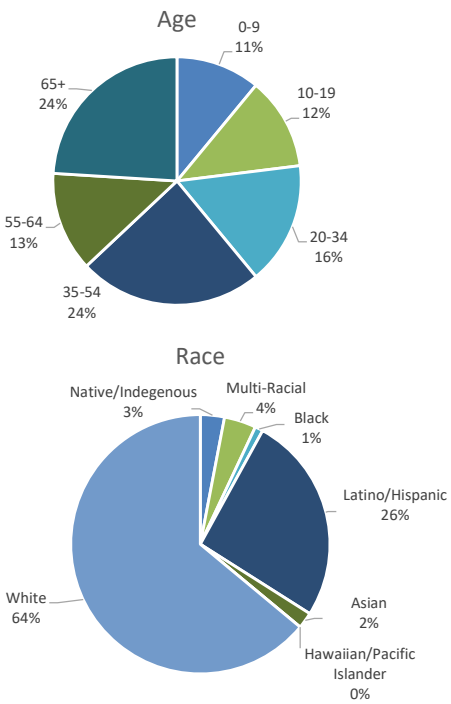
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MENDOCINO COUNTY DEMOGRAPHICS



* US Census Bureau 2023



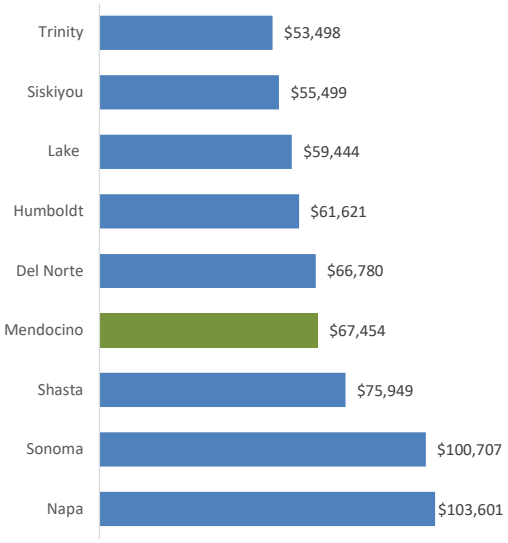


Note: Numbers may not add due to rounding.

* Source: US Census Bureau 2023

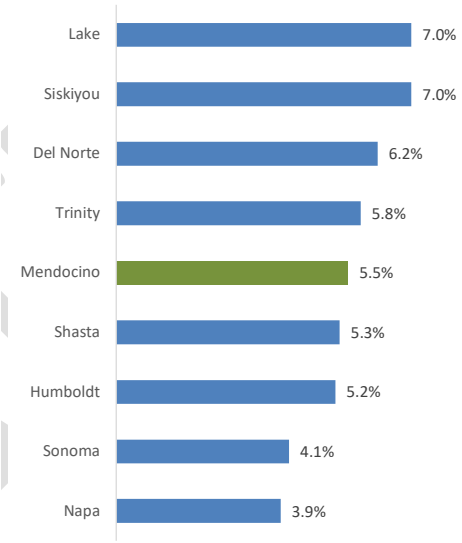
MENDOCINO COUNTY ECONOMIC TRENDS

Median Household Income



*Source: US Census Bureau 2023

Unemployment Rate



*Source: State of California Employment Development Division (EDD) 2024

Households with Income under $50,000/yr: 36.3%

*Source: US Census Bureau 2023

Number of Households: 34,951

*Source: US Census Bureau 2023

Civilian Labor Force: 37,510

*Source: CA EDD

Labor Force as Percent of Population: 42% (vs. 62.4% CA)

*Source: CA EDD

Median Sold Price of Existing Single-Family Homes (July 2025): $567,000 * Source: California Association of Realtors

Spending 30% or More of Household Income on Housing:

- Mortgaged Owners: 47.1% (vs. 38.4% CA)
- Renters: 56.2% (vs. 54.7% CA)

*Source: US Census Bureau 2023

People Living Below Poverty Level: 15.2% (vs. 12% CA) *

- Families Living Below Poverty Level: 10.7% (vs. 8.4% CA)
- Children Living Below Poverty Level: 17.4% (vs. 15.1% CA)
- People 65+ Living Below Poverty Level: 11.7% (vs. 11.3% CA)
- Veterans Living Below Poverty Level: 13.5% (vs. 7.8% CA)

*Source: US Census Bureau 2023

~~2025~~ 2026 STATE & FEDERAL LEGISLATIVE PLATFORM

LEGISLATIVE PLATFORM OVERVIEW

Local government is uniquely and best positioned to support, serve, and respond to community and individual needs. The ability of the Board to deliver on its mission, "to create and maintain a responsive and responsible government that enhances the quality of life of the people of Mendocino County," requires support from all levels of government. Therefore, state and federal legislative and regulatory policy and action are often needed to support local government ~~in having this~~ to achieve meaningful impact in their communities. State and federal actions play a critical role in enabling counties ~~can affect the County's ability~~ to deliver, shape, and fund ~~resource~~ services effectively, as well as in eliminating barriers to ~~addition to removing obstacles to providing those~~ service provisions.

Commented [KH1]: Edited for clarity & impact.

This support has been significant in the County's recovery from several major disasters and a global health pandemic. To ~~fulfill Mendocino~~uphold the County's commitment to ~~the community~~its residents, County staff continue to seek constructive~~positive~~ state and federal action, including ~~the allocation of~~ resource allocations~~, is sought by county staff~~. Each year, Mendocino County departments review and recommend state and federal legislation to improve and enhance County financing, operation, and efficiency in service delivery. The legislative platform includes the over-arching guiding principles listed below, prioritizes state and federal issues intended for specific legislative action, and lays out ongoing general state and federal issues that the County will monitor for potential action should opportunities arise. The Board of Supervisors adopts these legislative positions as a platform that guides County advocacy to elected state and federal representatives. This advocacy is carried out by County staff and professional lobbyists hired by the County, the National Association of Counties (NACO), Rural County Representatives of California (RCRC), and the California State Association of Counties (CSAC).

The numbering and order of ~~listing of~~ items ~~and order~~ are for tracking ~~purposes~~ only and do not denote rank or ~~relative importance~~indicate priority. Key~~Priority~~ state and federal issues have been identified ~~as a focus for~~to guide staff and ~~state~~ lobbyist~~s~~ efforts during the legislative session. However, action may~~can~~ be taken on any issue as opportunities arise. ~~Additionally, some items identified as~~ State priority issues may also present~~could yield~~ advocacy opportunities ~~in a~~ at the federal level, ~~setting~~ and vice versa.

GUIDING PRINCIPLES

Through this platform, Mendocino County will rely on advocates, professional associations, such as the California State Association of Counties (CSAC), the Rural County Representatives of California (RCRC), and the National Association of Counties (NACO), local elected officials, and staff to:

1. Support legislation that furthers the goals identified within the County's Strategic Plan Priorities:
    i. An Effective County Government
    ii. A Safe and Healthy County
    iii. A Thriving Economy
    iv. A Prepared and Resilient County
2. Develop, pursue, and support legislative and budget efforts that protect and/or enhance local governments' revenues, maximize the County's access to state and federal funding sources, and/or increase local funding flexibility. Oppose any effort to balance the state budget by removing or recouping local government resources and support legislation that will allow the County to ensure full cost recovery for services provided to other governmental entities.
3. Advocate for the protection of County funding, especially in tax and fiscal legislation. Oppose any provisions, funding cuts, or reforms that threaten County revenues, infrastructure investment, or the delivery of essential services.
4. Encourage and seek legislation to facilitate orderly and sustainable economic development and increase the opportunity for discretionary revenues and programmatic and financial flexibility for the County.
5. Oppose unfunded and underfunded mandates and any realignment initiatives that fail to do not fully fund services mandates cost-shifted to the County, including appropriate cost cost-of-living increases and cost increases due to population and caseload growth.
6. Support legislation that preserves local control; oppose legislation that diminishes local control of services and revenues.
7. Support the County's authority to ensure mutually acceptable tax-sharing agreements for annexation and incorporation that protect or enhance the County's ability to provide services to its residents.
8. Support legislation that provides tax, bond, and other funding formulas for the equitable distribution of state and federal monies while opposing attempts to decrease, restrict, or eliminate County revenue sources.

Pursuant to Mendocino County Policy No. 19, the Board of Supervisors adopts an annual legislative platform reflecting the County's priorities for legislative advocacy, state and federal funding, and issues of interest to local government and communities. The purpose of this Legislative Platform is to clearly outline the positions of the County on priority issues and matters that impact the County's ability to operate effectively while allowing the consideration of legislative and budget issues that arise during the legislative session. In keeping with past practice, the Board referred the development of the 2025 2026 Legislative Platform to the General Government Standing Committee, comprised of Chair John HaschakMaureen Mulheren and Supervisor Glenn McGourtyBernie Norvell, to work with County Department Heads and Executive Office staff in developing a framework of issues for Board consideration.

On December 3X, 2025, the Board adopted the 2025 2026 Legislative Platform reflecting the County's legislative priorities and policies for the upcoming legislative cycle. In adopting an annual legislative advocacy platform, the Board of Supervisors strives to enhance the quality of life in Mendocino County through effective state and federal legislation.

Commented [KH2]: Suggested inclusion from 2026 Legislative Platform Meeting with SYASL 9/24/25

Commented [KH3R2]: Director of Social Services reviewed and approved 9/26/25

Commented [KH4]: Supervisor Williams 9/9/25 BOS meeting

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STATE & FEDERAL LEGISLATIVE PRIORITIES & FOCUS AREAS

In adopting this year's legislative platform, the following serve as Mendocino County's priorities and focus areas for federal and state legislative advocacy.

GOVERNMENTAL TRANSPARENCY & PUBLIC ACCESS

ISSUE: Article I, Section Three of the California Constitution guarantees that "the people have the right to instruct their representatives, petition government for redress of grievances, and assemble freely to consult for the common good." This includes a right to access information concerning the meetings and writings of public officials. To ensure that the right to openly scrutinize public agencies is maintained, the Constitution requires local agencies to comply with certain state laws that outline the basic requirements for public access to meetings and public records.

The Ralph M. Brown Act provides guidelines for how local agencies must hold public meetings. Among other provisions, the Act requires that meetings of the legislative body of a local agency be open and public. The Brown Act was enacted in 1953 first allowed teleconference meetings in 1988. At the time, San Diego County was considering the use of video teleconferencing for meetings and hearings of the board of supervisors due to concerns about the long distances that some of their constituents travelled to participate and were concerned that these distances prohibited some people from attending at all.

In response to the impacts of the COVID19 pandemic, including mandatory "stay-at-home" orders, public agencies had to adjust to new ways of conducting business because of the public safety risk associated with meeting in person. In March 2020, the Governor issued Executive Order N-29-20, which provided local agencies with more flexibility to use teleconferencing without making those teleconference locations accessible to the public. On June 11, the Governor issued Executive Order N08-21 notifying local agencies and the public that previous executive orders concerning the conduct of public meetings would apply through September 30, 2021. The Legislature later enacted AB 361 (Robert Rivas, 2021) which allows, until January 1, 2024, local agencies to use teleconferencing without complying with specified Brown Act restrictions in certain state-declared emergencies. In 2022, AB 2449 was passed, allowing the legislative body of a local agency to use teleconferencing without complying with the traditional Brown Act teleconferencing rules or the modified AB 361 rules in certain circumstances. In 2025, SB 707 made updates to California's Brown Act, which require local government meetings to provide real-time remote access, translated materials, and improved accessibility, including ADA compliance. It clarifies rules for remote participation and public comment and establishes social media engagement by officials as a permanent practice, aiming to increase transparency and public involvement. Additional flexibility is needed to maximize public participation, further reduce vehicle miles traveled, and to adjust to uncertain events.

Counties and other local governments have also faced a significant increase in the number and size of Public Records Act (PRA) requests over the past few years. The intensive work required to review records and redact the material that is exempt or prohibited from disclosure has grown exponentially. Further compounding this problem is that counties must make tough judgment calls on whether to release some records, especially when doing so is specifically prohibited, for example because doing so would violate privacy laws or employee confidentiality. Counties have also seen an increase in vexatious litigants using the PRA to grind government work to a halt.

The County of Mendocino supports transparency in governmental ~~transparency~~ and public access.

However, legislative proposals are needed to address the impacts of these growing issues on local governments' capacity to provide this service without impacts to on other critical services.

STATE ACTION

- Support legislation that balances increased public trust, confidence and access to public meetings and records while realizing the fiscal and operational constraints of local government.
- Advocate for the appropriate utilization of video technologies to increase public participation and reduce vehicle miles traveled.

COUNTY ROADS & INFRASTRUCTURE

ISSUE: The revenue received from the fuel tax is deposited in the State Highway Users Tax Account (HUTA). This revenue is allocated to the state, counties, and cities, with the majority (56 percent) designated for state highway maintenance. However, more than 80 percent of all road miles in the state are owned and operated by cities and counties. As a result, gas tax revenue is woefully inadequate to cover the state's local road infrastructure needs, including 54 out of 58 counties where Pavement Condition Indexes are considered to be at risk or poor. Mendocino County is one of these counties.

The implementation of Senate Bill 1 (Beall and Frazier), was a landmark transportation funding package that was signed by Governor Brown on April 28, 2017., It offered counties a significant influx of new revenue to invest in the local street and road system. Maintenance of our County streets and roads is vital to our the County's safety and economic wellbeing. Given attempts in 2018 to repeal this law, it is critical that the Countycounties stay vigilant to protect investments in our roads and infrastructure and work to inform state partners of impacts on counties that could limit access to SB 1 funds. It is important that state road and infrastructure investments are protected to continue our progress toward a full recovery and to prepare for future disasters.

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STATE ACTION

- Advocate for increased funding levels for transportation infrastructure, operations and maintenance as accessible transportation plays a vital role in economic and community wellbeing.
- Support maintaining existing funding levels with historical shares of current funding sources ensured for counties.
- Advocate for new transportation funding for existing maintenance of low Pavement Condition Index (PCI) local roads to bring them up to an adequate and safe level.
- Support efforts to ensure all users of the County's transportation system adequately invest in the transportation infrastructure critical to everyday life. Transportation systems must be regularly maintained to preserve the existing public infrastructure as current revenues are not keeping pace with needs of the local road or transit systems.
- Advocate for increased and stabilized state revenues to the County.
- Support work with federal, state, local, tribal, community and other partners to identify, assess, modify, repair, or construct essential transportation infrastructure for critical County emergency response and evacuation missions.
    - ~~Advocate for increased and stabilized federal revenue and reimbursement to the County related to FEMA activities, and the need to restore or replace public infrastructure within the disaster and fire-scarred areas.~~

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- Support a set-aside in the Cap-and-~~Trade~~ Invest funding for preventative maintenance of road systems for all local governments.

FEDERAL ACTION

- Advocate for preserving the tax-exempt status of municipal bonds, a vital tool used by local governments to finance infrastructure and capital improvements.
- Advocate for increased and stabilized federal revenue and reimbursement to the County related to FEMA activities, and the need to restore or replace public infrastructure within ~~the~~ disaster and fire-scarred areas.
- Support reforms that would simplify and expedite disaster recovery processes and projects, improve accessibility to assistance for counties and residents, and enhance transparency and flexibility in program administration.

CLIMATE RESILIENCE & RENEWABLE ENERGY

ISSUE: With over 3,500 square miles of diverse terrain and 129 miles of coastline, Mendocino County is home to significant ecosystems, critical biodiversity and a rural population. Population density is about 26.1 per square mile (2020 Census). ~~Mendocino County is~~As an at-risk region, Mendocino County requires a coordinated approach and significant resources, bolstered by ~~which necessitates a comprehensive effort and substantial resources, including~~ state and federal support, to advance county-wide initiatives and strengthen community resilience to extreme weather events and climate-related hazards. ~~effectively address and support county-wide actions and community resiliency projects.~~ Per FEMA's National Risk Index, Mendocino County is in the 95.1 national percentile, has a "very high" social vulnerability, and the highest hazard type risk ratings are wildfire (97.3), drought (99.4), earthquake (98.4), landslide (99.5), and riverine flooding (96.0). In recent years, climate ~~change~~ related hazards continue to be experienced throughout the County—from the 2017 firestorm through the severe winter storms of 2023.

Hazards generally faced in Mendocino County include but are not limited to wildfire, drought, extreme heat events, severe winter storms and associated flooding, poor air quality due to wildfires, agriculture and forestry pests and diseases, dune and bluff erosion, landslides and debris flows, wide-scale tree mortality, and sea-level rise. Many hazard types are experienced countywide while other categories occur in distinct climate areas dependent on their geography. ~~Nonetheless climate change is an increasing challenge experienced county-wide, already impacting Mendocino communities, and requiring consistent, dedicated efforts to address it.~~

California's 4th Climate Assessment ~~warns~~ projects the annual impacts of climate related hazards and extreme weather events~~that the costs of climate change could climb beyond~~ exceeding $113 billion statewide. Current financial resources are insufficient to fund needed initiatives. These efforts include building resilience to environmental and economic shocks, promoting energy efficiency and independence to reduce utility costs and reliance on external sources, encouraging technology innovation to stimulate local solutions, and advancing emissions reduction and adaptation strategies to address climate-related risks. Securing additional resources is essential for supporting these initiatives and bridging the existing funding gaps. ~~annually if action is not promptly taken. While the County has identified numerous climate-induced challenges, the investment necessary to fund required resiliency efforts is far beyond available financial resources. Funding is needed to support efforts to reduce emissions, increase the pace and scale of forest health and wildfire resiliency activities, and support other action to increase climate adaptation.~~

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STATE & FEDERAL ACTION

- Support investment in and efforts to support the infrastructure needed in rural areas and tribal regions ~~to reduce carbon emissions, including strengthening federal, state and local capacity for carbon analysis and accounting, and emissions reduction strategies~~ to support ~~climate resilient~~ resiliency, mitigation and adaptation planning and decision-making.
- Advocate for projects that improve community resilience ~~to climate impacts~~ and improve electric grid reliability through local energy resources.
- Advocate for funding to support energy conservation and efficiency for local government facilities, with a focus on rural counties.
- Support infrastructure investments that drive innovation in energy technology, promote energy independence and efficiency, and accelerate emissions reductions **through renewable energy and zero emission vehicles.** ~~Support investment in infrastructure to facilitate clean renewable energy and transition to zero emission vehicles and transport, as well as wildfire resilience and land use practices that support carbon sinks and reduced emissions.~~
- Support legislation and budgetary actions ~~that would extend tax incentives~~ for innovative technologies and infrastructure, helping communities build resilience and adapt to emerging challenges through tax credits.
- ~~alternative fuels, vehicles, and infrastructure, including tax credits that support electric charging and biofuels infrastructure; tax credits for producers of biodiesel and cellulosic biofuels; tax credits for conversion to plug-in hybrid vehicles; and tax credits for purchases of alternative fuel vehicles.~~.
- Support legislation that incentivizes and advances innovative energy solutions aimed at reducing emissions and generating economic benefits for Mendocino County. ~~fosters, promotes, and creates incentives for the adoption, use, and economic benefits of sustainable, net zero emissions energy endeavors benefitting Mendocino County.~~
- Support legislation that encourages research and analysis of ~~net zero emission~~innovative energy technology ~~energy~~ projects; streamlines the environmental review processes; increases investment in critical infrastructure, and the regional electric grid; allows stakeholder involvement; and supports ~~the development of net zero emission energy~~emissions reductions.
- Advocate for expanding the development and use of local energy sources.
- Support forest and agricultural programs that promote and enhance carbon capture.
- Support localized water storage systems and solutions, including rainwater catchment.
- Support the implementation of sea level rise adaptation plans.
- **Support utilizing biomass from healthy forest management projects to capture and store carbon and create biofuels.**
- ~~Advocate for support for installation of solar power, geothermal, and hydropower as renewable energy sources.~~
- ~~Support carbon sequestration programs and projects, including carbon farming and forest management.~~
- ~~Support legislation that incentivizes responsible water storage systems for existing new and existing construction.~~
- Advocate for funding to counties, Tribal Nations and cities along the coast to develop and implement ~~sea level rise~~ adaptation plans and projects.
- Advocate for funding where adaptation requires retreat or moving away from properties.

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- ~~Advocate for full cost recovery by counties in new state climate action mandates.~~
- ~~Support for biomass and biofuels as part of healthy forest management projects and a critical technology for utilizing and removing nonsalable slash and forest fuels with the potential to help meet state clean energy goals.~~

DISASTER PREVENTION, RECOVERY, RESILIENCY & MITIGATION

ISSUE: During the 2017 Redwood Complex Fire, Mendocino County suffered tremendous loss, 36,000 acres were burnt, homes were lost, agricultural land was damaged, and watersheds were affected. However, this does not touch on the loss of lives. Mendocino communities continue to be hit hard by unprecedented disasters, including significant fires in 2018, 2020 and 2021 along with public safety power shut offs in 2019, drought, COVID-19 public health emergency, and severe winter storms in 2022 and 2023. The devastation of these events will live on for decades. The support of the state and federal government in both appropriations and policy changes are vital as the County continues to rebuild resilient communities and prepare for the "new normal" of increasingly catastrophic natural disasters.

STATE ACTION

- Support legislation, regulations, and executive actions that streamline disaster recovery, improve emergency preparedness, and promote community resiliency.
- ~~Support efforts to enact legislation, regulations, and executive orders that ease the burden and promote rapid recovery and preparedness for future disasters.~~
- Advocate for full and timely reimbursement for local government, individual, and small business losses following disasters.
- ~~Support maximum reimbursement for loss and damages for the County and for residents recovering from wildfires or natural disasters.~~
- Support increased, flexible funding for local disaster preparedness, hazard mitigation, and recovery programs.
- ~~Support additional funding at a local level for disaster preparedness and recovery.~~
- Streamline state regulatory requirements for housing, infrastructure, and mitigation projects, especially post-disaster, by expanding exemptions, fast-tracking permits, and reducing red tape.
- ~~Advocate for the state to evaluate regulations and requirements for grants, housing projects and mitigation projects for opportunities to streamline processes and provide exemption when necessary.~~
- Support insurance reforms to ensure homeowners and businesses in high-risk areas have access to affordable and adequate coverage.
- ~~Advocate and support state protection for homeowner's insurance availability and affordability in fire prone areas.~~
- Advance efforts to strengthen California's property insurance market, including policies that:
  - Expand consumer options.
  - Tie mitigation actions to premium reductions.
  - Ensure transparency in rate-setting.
  - Incentivize risk-reduction through home hardening and defensible space maintenance.
- ~~Support state efforts to strengthen and stabilize California's marketplace for homeowners~~

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~~and commercial property insurance and expand consumer coverage choices, particularly in underserved areas.~~

- Support legislation offering financial incentives such as tax credits, grants, or rebates for home hardening and fire mitigation efforts in rural and high-risk communities.
- ~~Support the development of comprehensive and transparent standards to ensure that mitigation and resilience work completed at the regional, community, and home hardening levels result in a direct increase in the availability and affordability of insurance policies.~~
- Advocate for legislation that funds community education campaigns to increase awareness of wildfire risk, evacuation readiness, and mitigation strategies.
- Advocate for legislation that provides dedicated funding for wildfire prevention infrastructure, including secondary access routes, emergency egress improvements, and local evacuation route planning.
- ~~Advocate for legislation that promotes home hardening in rural areas and provides financial incentives, such as tax credits or grants, to offset the cost of home hardening projects. Additionally, educational resources should be made available to help homeowners fully understand their risks and make informed decisions about home hardening measures. Support funding for wildfire prevention including the development and/or improvement of second access routes and emergency egress for communities in the wildland urban interface.~~
- Support assessment and removal of hazardous, dead, or dying trees, and the management of overgrown vegetation on public and private lands.
- ~~Support funding for the assessment and removal of dead and dying hazardous trees.~~
- Advocate for continued CEQA and Timber Harvest Plan exemptions for fuel reduction and forest health activities conducted by small landowners.
- ~~Support efforts to remove hazardous vegetation and combustible material from parcels situated in the unincorporated areas of the County to reduce the potential for fire, promote the public health, safety, and welfare of the community, and a structure to enforce defensible space requirements.~~
- Support ongoing funding for county-level baseline emergency management capabilities, including equipment, training, staffing, and planning.
- ~~Support full and flexible, non-competitive funding for enhanced emergency preparedness and all hazard planning to include provisions for establishing a baseline emergency management capability in each county.~~
- Advocate for enhanced alert and warning systems at the local level, particularly those that serve rural and hard-to-reach populations.
- ~~Advocate for increased funding and coordination of local government alert & warning systems.~~
- Advocate for expanded state-funded rapid response assistance programs to support vulnerable communities in the immediate aftermath of a disaster without waiting for federal declarations.
- ~~Advocate for state financial assistance to support vulnerable communities impacted by disaster; allowing for the swift response to the actual needs of our most vulnerable survivors prior to the receipt of federal funds.~~
- Advocate for increased state support for equitable emergency preparedness and recovery programs that prioritize seniors, children, non-English speakers, people with disabilities, and communities with access and functional needs.
- ~~Support increased funding for equitable emergency planning and response specifically addressing the safety of seniors, children, non-English speakers, and individuals with access and functional needs.~~

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- Support increased flexible state funding through both grants and direct allocations to support local emergency management capacity, particularly in rural and underserved communities, and eliminate burdensome match requirements and overly restrictive eligibility criteria.
- ~~Support an increased allocation of funds to support local recovery and resiliency efforts in the immediate aftermath of a disaster.~~
- ~~Support increased access to funding for local jurisdictions for disaster-related infrastructure and personal property damages, and response costs such as debris removal and property recovery.~~
- ~~Advocate for continuation of CEQA exemption for hazardous tree removal.~~
- ~~Support timber harvest plan exemptions for small landowners for forest health and activities such as harvesting dead, dying, or diseased trees and reducing hazardous fuels.~~
- ~~Support legislation that meaningfully engages local air quality districts in the smoke management and air quality planning process for controlled burning.~~
- Support legislative and administrative tools for local governments to address hazard abatement issues on neglected, abandoned, or non-responsive parcels.
- ~~Support state efforts to streamline and strengthen processes to address hazard abatement issues for negligent, abandoned or non-responsive parcels.~~
- Support policy changes that balance individual property rights with community fire safety, especially related to defensible space, vegetation management, and firebreak construction.
- ~~Support state efforts to develop policies that balance personal property rights with community safety in creating firebreaks to effectively protect communities from wildfires.~~
- Support the further development, deployment, and integration of early warning wildfire detection technologies, including AI-powered camera systems such as AlertCA, to enhance real-time monitoring, rapid response, and community resilience.
- Advocate for funding to expand statewide wildfire camera networks, ensuring coverage in rural, high-risk, and underserved areas, improving early detection and evacuation capabilities.
- Promote collaboration between state agencies, local governments, and technology providers to leverage advanced monitoring tools for improved situational awareness during wildfire events.
- Support the creation of a state-funded, standardized software platform for Emergency Operations Center (EOC) management to streamline communications, data sharing, and situational awareness across all Operational Areas and jurisdictions.
- Advocate for the development of a statewide, uniform system for evacuation mapping and emergency response coordination that ensures consistency, accuracy, and interoperability among local agencies.
- Support pre-positioning of state emergency response resources in rural, underserved, and high-risk areas to improve response times and community outcomes during disasters.
- Increase flexible state funding through both grants and direct allocations to support local emergency management capacity, particularly in rural and underserved communities, and eliminate burdensome match requirements and overly restrictive eligibility criteria.
- Establish a state-managed Individual Assistance program to provide recovery support to disaster survivors in events that do not meet FEMA thresholds but still have significant local impacts.
- Support expanded and recurring state-funded training opportunities for emergency management personnel in rural areas to address knowledge gaps and support local capacity building.
- Increase Train-the-Trainer program availability to enable rural counties to develop in-house training capacity for emergency management staff and volunteers.

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- Support state investment in the training and qualifications of Cal OES Emergency Services Coordinators (ESCs) already assigned to counties, ensuring they have the expertise and resources necessary to lead localized training programs and provide technical assistance to Operational Areas.
- Advocate for state policies and programs that encourage and simplify the involvement of local businesses and contractors in disaster recovery operations, such as debris removal and reconstruction, to ensure financial resources and job opportunities stay within impacted communities rather than being awarded to large companies based outside the impacted regions.

FEDERAL ACTION

- Ensure maximum reimbursement to local governments, residents, and businesses impacted by federally declared and non-declared disasters.
- ~~Support maximum reimbursement for loss and damages for the County and for residents recovering from wildfires or natural disasters.~~
- Support the implementation of federal rules that prevent post-recovery "funding claw-backs" and oppose any efforts to withhold promised recovery dollars.
- ~~Support implementation of new requirements that limit "funding claw backs" and oppose efforts to withhold disaster recovery payments to Mendocino County.~~
- Advocate for sustained FEMA technical assistance to help local staff navigate complex regulatory and reporting requirements tied to disaster relief.
- ~~Advocate for additional FEMA technical assistance for counties to assist staff in navigating direct assistance programs and regulatory requirements for approved disaster projects.~~
- Encourage creation of federal programs to provide financial and direct support to households affected by disasters, even in the absence of a federal disaster declaration, particularly for those underinsured or uninsured.
- ~~Advocate for financial and direct services to eligible individuals and households affected by a disaster, who have uninsured or under-insured necessary expenses and serious needs in non-federally declared disasters.~~
- Support federal insurance market reforms that improve the affordability and accessibility of home and property insurance in high-risk wildfire zones.
- ~~Support federal efforts to stabilize the home insurance market and ensure homeowners and communities have access to affordable, accessible, quality insurance coverage.~~
- Advocate for immediate deployment of case management services post-disaster to assist survivors with access to aid, housing, mental health services, and long-term recovery resources.
- ~~Support immediate case management implementation for residents affected by disasters.~~
- Support increased federal investment in resilient infrastructure, including energy systems, communications, transportation networks, and water security, especially in rural and underserved regions.
- Promote federal initiatives and contracting reforms that facilitate the participation of local companies in disaster response and recovery efforts, prioritizing the use of local labor and businesses to support economic recovery and community resilience in disaster-affected areas.

FIRE & EMERGENCY MEDICAL SERVICES

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ISSUE: Mendocino County partners with 22 local fire agencies to provide comprehensive all-hazard fire and emergency medical services (EMS) and mutual aid throughout the county. Fire agencies struggle to raise revenues to meet increasing service demands and mandates. Deferred staffing, training, facility, and equipment needs threaten local and regional response capacity. Recognizing that local fire agencies are critical to public safety, Mendocino County advocates for state and federal policies that provide funding, support, technical assistance, and resources to these agencies.

STATE & FEDERAL ACTION

- Advocate for and support statewide fire service initiatives led by the Fire District Association of California (FDAC) and CalChiefs that seek to correct decades of underfunding, perpetuating financial instability and difficulties meeting new mandates.
- Advocate for and support the expansion of grant programs to fund the recruitment and retention of fire and EMS personnel, and advocate for dedicated technical assistance and administrative capacity to help small rural agencies access, qualify, and manage grants.
- Advocate for and support changes to the Fire Code that promote equitable fees and taxation regulations for all property types.
- Advocate for and support maximum and timely reimbursement for participation in state and federal incident responses.
- Advocate for and support regulations, funding, or legislation to ease the maintenance, construction, and upgrading of critical fire infrastructure such as fire stations, training facilities, and water storage or suppression systems.
- Advocate for and support resources and policy flexibility to help rural and volunteer fire agencies meet standards related to minimum staffing, personal protective equipment, and apparatus replacement.
- Advocate for and support the development of programs that provide tangible benefits to volunteer firefighters or emergency medical personnel, such as health insurance subsidies, retirement incentives, or tax rebates to strengthen recruitment and retention of volunteers in rural areas.
- Advocate for and support investment in fire and EMS training opportunities within Mendocino County to build capacity and meet standards.

~~COVID-19 RESPONSE & RECOVERY~~

~~**ISSUE:** Starting January 2020, the County was part of a coordinated public health response involving the Federal Centers for Disease Control and Prevention (CDC) and the California Department of Public Health (CDPH). The then Director of Emergency Services/Chief Executive Officer declared a Local Emergency and the then Health Officer declared a Local Health Emergency on March 4, 2020. The County's response efforts to protect human life and minimize the strain on the health care system during the COVID-19 pandemic is estimated to exceed $28 million in 2020. Costs include labor, essential supplies and materials, contracts with public health and technical consultants, testing, education, and outreach, contacting investigation and tracing, motel rooms for homeless individuals, preparation and operation costs for the health emergency alternative care facility, staff overtime costs, and emergency food relief programs.~~

~~STATE ACTION~~

- ~~Support ongoing and increased assistance by the State in providing epidemiologist~~

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~~services and efforts to prepare for the next pandemic.~~

~~FEDERAL ACTION~~

- ~~Support ongoing federal aid to local government to support the COVID-19 response and prepare for the next pandemic.~~

NATURAL RESOURCES

ISSUE: Mendocino County supports efforts to conserve and preserve the county's natural resources to help restore its fisheries, maintain healthy forests, support clean reliable water supplies, and ensure agriculture is preserved for future generations. The County supports activities and policies that promote responsible land management that integrate local government involvement in federal and state land management decisions. The County supports increased state and federal funding for public land management to address deferred maintenance of infrastructure in forests and fire prevention and mitigation activities.

STATE ACTION

- Support state funding for implementation of Groundwater Sustainability Plans (GSP).
- Support state funding for storm water infrastructure improvements and compliance with storm water quality regulations.
- Advocate for recycling and organic waste reduction legislation that take into account the needs of rural communities.
- Advocate for legislation to allow and streamline the process for water districts to consolidate districts.
- Support state funding for drought response and infrastructure to facilitate water resiliency in rural communities.
- Support state funding for flood response and infrastructure, as droughts happen, floods follow including post-wildfire debris flows.
- Support the restoration of Williamson Act (the California Land Conservation Act) Subvention funds. Mendocino County, like most other rural counties, is dependent on state funding to offset the loss of property tax revenue to the County. Without a resumption of subvention payments, the County budget will suffer a detrimental impact.
- Support the development and expansion of ~~cap~~Cap-and-~~trade~~ Invest funding programs specifically targeted at rural communities.
- Support state and federal local assistance, financial resources, regulatory relief and assistance with outreach and coordination efforts to address health and safety risk from dead and dying trees, including areas within the coastal range overseen by the California Coastal Commission.
- Advocate for state assistance for the Mendocino County Inland Water and Power Commission (IWPC) to preserve the water supply provided by the Potter Valley Project for the tens of thousands of people who use the water domestically, for agriculture, and for environmental uses in the Russian River watershed.
- Prioritize projects that reduce or prohibit development and vehicle miles traveled potential on conservation lands, open space, agriculture and working lands, and important watersheds.
- Support and promote new and innovative programs and projects that ~~reduce or~~capture carbon ~~sequester greenhouse gases~~,such as ~~including~~ vegetation management, urban greening, and land use planning.

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- ~~Advocate any new state climate action mandates include full cost recovery by counties.~~
- Support parks and open space lands, as public natural resources~~, in the provision of carbon neutrality~~.
- Support local control of groundwater management, including well drilling standards and permitting.
- Support fisheries riparian habitat restoration funding in Mendocino County.

FEDERAL ACTION

- Support reasonable interpretation of the US Supreme Court May 23, 2023, ruling on what constitutes "Waters of the United States" as defined by the US EPA and Army Corps of Engineers to not include ephemeral streams, drainage ditches or seasonal wetland areas that aren't vernal pools.
- Support restoring full mandatory funding for the Payments in Lieu of Taxes (PILT) program, which compensates public lands counties for untaxable Federal land.
- Support long-term Federal reauthorization and full funding for Secure Rural Schools and Community Self-Determination Act (SRS), which provides funding for rural counties and school districts to replace revenue from dwindling forest receipts due to national decline in timber harvesting.
- Engage with United States Forest Service (USFS), Bureau of Land Management (BLM), and other federal land management agencies to ensure that local communities are consulted regarding land management issues including recreation, fire management and law enforcement.
- Advocate for assistance for the Mendocino County Inland Water and Power Commission (IWPC) to preserve the water supply provided by the Potter Valley Project for the tens thousands of people who use the water domestically, for agriculture, and for environmental uses in the Russian River watershed.
- Support the Mendocino County Inland Water and Power Commission (IWPC) in the efforts with the U.S. Army Corps of Engineers to raise Coyote Dam at Lake Mendocino and secure the related water supply.
- Advocate for improving water quality from Lake Mendocino water releases to protect Russian River fish and wildlife.
- Support fisheries riparian habitat restoration funding in Mendocino County.
- Oppose any new or expanded offshore oil and gas drilling along the California coastline. Support legislative efforts to protect ocean and coastal resources.

AGRICULTURE

ISSUE – Invasive Species: Significant invasive species are routinely introduced and detected in California, threatening agriculture and the environment. Continued funding for pest exclusion, detection, tracking and survey activities, rapid response, pest management and eradication (if feasible), and public education outreach programs are critical in protecting California's resources.

STATE ACTION

- Protect existing revenue sources and enhance state and federal funding of Pest Prevention Program activities.
- Support legislation and programs for effective pest management and eradication activities.
- Support sustainable pest management through the continued support of high-risk pest

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Commented [KH18]: 6/6/25 BOS Letter - Interior Dept - Opposition to Offshore Oil & Gas Drilling as part of the public comment period for the 11th National Outer Continental Shelf Gas Leasing Program

prevention and pest detection programs.

ISSUE - Invasive Weed Management Funding: Invasive, noxious, or non-native weeds continue to proliferate on public and private lands throughout California, posing a threat to the state's critical infrastructure, biodiversity, and ecological integrity. Weed Management Areas (WMAs) have been formed around the state to bring together all stakeholders concerned about invasive weed control within their respective areas.

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STATE ACTION

- Support federal and state legislation and resources that would provide stable funding for Weed Management Areas (WMAs) or programs for the control of harmful non-native or invasive weed pests.

ISSUE – Pesticide Use: The County Agricultural Commissioner, under the direction of the Director of the California Department of Pesticide Regulation (DPR), is responsible for enforcing pesticide laws and regulations at the local level. Working with DPR, the pesticide use enforcement program promotes reduced-risk pest management strategies, assesses human health risks from pesticides, licenses pest control businesses, and monitors pesticide residue in the environment.

STATE ACTION

- Support methods that would provide long-term stable funding for County pesticide regulatory activities.
- Oppose legislation that challenges the preemptive status of state pesticide laws and authority provided to the Department of Pesticide Regulation (CDPR) and California Agricultural Commissioners.
- Support legislative proposals regulating the sale and use of pesticides based on scientific evidence and support California's critical infrastructure of laws and regulations, which has tremendous benefits for our county, its residents, and the environment.

ISSUE – Marketplace Equity & Consumer Protection: Weights and Measures Programs are essential to businesses and consumers in California. Weights and Measures regulatory activities ensure a "level playing field" for businesses and industries. Likewise, these programs are critical in providing consumer protection and a method for making value comparisons by providing equity in the marketplace. The Division of Measurement Standards (DMS) within the California Department of Food and Agriculture is the lead agency for weights and measures. DMS has incurred significant general fund reductions that have diminished its ability to provide consumer protection.

STATE ACTION

- Support legislation that preserves and enhances funding resources for weights and measures programs at the state (DMS) and local (Sealer) level for consumer protection.
- Encourage using state general funds for the Division of Measurement Standards.
- Support legislation that assures clear labeling and accuracy of the net quantity of packaged products to promote value comparison and ensure the consumer receives the correct product and the quantity for which they pay.
- Oppose legislation allowing for industry self-certification of commercial weighing and measuring devices.
- Oppose legislation that would diminish or remove protections now afforded to consumers for transactions measured by weighing or measuring devices or computed by point-of-sale systems.

- Support legislation establishing funding for metrology, quantity control, package inspection, weighmaster, and testing standards for electric vehicle charging stations to meet state-mandated requirements.

ISSUE – Cannabis: California's Compassionate Use Act (1996) allowed cannabis cultivation but left regulatory gaps. The Medical Marijuana Regulation and Safety Act (Prop 215) and Proposition 64 (2016) expanded legalization. SB 94 (2017) unified medical and adult-use laws, giving Mendocino County Agriculture/Weights & Measures a regulatory role in enforcing state licensing requirements. State cannabis laws define the responsibilities of Agricultural Commissioners and Weights and Measures officials in regulating pesticides and ensuring consumer protection for cannabis businesses. Mendocino County's Commissioners/Sealer faces limited funding and resources to meet these responsibilities and new mandates. When statutory fees do not cover costs, County general funds must make up the difference.

STATE ACTION

- Support legislation recognizing cannabis as an agricultural commodity.
- Oppose legislation creating local mandates or programs that:
  - Do not provide 100% funding and resources for additional regulatory activities carried out by Agricultural Commissioners or Sealers.
  - Impair local land use authority.
  - Fail to provide adequate security for commissioner/sealer staff.
  - Create interference between cannabis regulation and existing authorities granted to the Commissioner/Sealers.
  - Do not provide support or transparency to the County agricultural commissioner staff for carrying out contracted work.

ECONOMIC & COMMUNITY DEVELOPMENT

ISSUE: Communities prosper when ideas, programs, and activities ~~aimed at improving its~~drive ~~economy~~ economic growth and ~~the~~ enhance quality of life ~~of its residents are encouraged~~. Economic and community development involves more than ~~is the creation of wealth from which community benefits are realized. It's more than~~ a jobs or small business program, it's an investment in growing our local economy and enhancing the prosperity and quality of life for all residents. These programs can lead to increased tax revenues, job growth, and increased community prosperity. Local ~~j~~jurisdictions are often limited in the types of tools and resources which they can employ for encouraging development activity in their own regions. The County supports legislative efforts designed to foster development tools and funding options for effective programs and job creation. The County supports legislative efforts that promote strategic land use and effective, locally-driven solutions~~development practices that maintain or increase local control~~ that reflect its rural character and will work proactively with state and federal partners to secure a vibrant future for its residents.~~ Mendocino County will continue to advocate for economic and community development opportunities suitable for the unique character of its rural communities and seek support from state and federal partners.~~

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STATE ACTION

- Promote legislation that positively impacts a jurisdiction's ability to engage in and implement economic development programs and policies.
- Encourage, ~~E~~enhance and engage regional collaboration on economic development.

- Advocate for regulations and legislation that promote rural business economic development and supports infrastructure needs of small rural businesses.
- Oppose legislation or regulatory actions that disproportionately negatively impact rural and small businesses.
- Encourage the development and implementation of a statewide "proactive" California business retention strategy, led by the Governor's Office of Business and Economic Development (GO-Biz). The County supports partnerships with local economic development organizations.
- Support legislation that increases the competitive position of the State of California, its geographical areas, and its jurisdictions.
- Advocate for state grant funding opportunities to support community initiatives and projects that promote economic development and infrastructure improvements in alignment with the County's Strategic Plan and the regional Comprehensive Economic Development Strategy (CEDS).
- Advocate for legislation that incorporates clean energy and increases economic development efforts, especially in jobs that reduce utility costs and address the County's high hazard risks.
- Advocate for comprehensive workforce training programs focused on installing local power generation technologies and clean energy systems.
- ~~Advocate for legislation that incorporates clean energy and preparedness in economic development efforts.~~
- ~~Support legislation that fosters, promotes, and creates incentives for the adoption, use, and economic benefits of clean and sustainable energy endeavors benefiting Mendocino County.~~
- ~~Advocate for support for installation of solar, geothermal, and hydropower as renewable energy sources.~~
- Support legislation to broaden eligibility and access to high-quality, affordable childcare and early learning programs, and increase childcare workers' compensation and professional development opportunities.
- ~~Support increased~~ Advocate for greater flexibility in the Community Development Block Grant (CDBG) program to ~~enable smaller jurisdictions to limit reduce~~the amount of paperwork and ~~regulation~~ regulatory burdens for smaller jurisdictions, making the program more accessible and effective. ~~that currently make this program difficult to implement and advocate for~~ Support a renewed California Department of Housing and Community Development (HCD) focus on providing technical assistance, specifically to those jurisdictions with limited resources.
- Support legislation that maintains and strengthens tax increment financing tools for communities.
- Support legislation that provides ongoing State funding for mandated planning projects such as the Regional Housing Needs Assessment, Sustainable Communities Strategy (SCS), General Plan Housing Element updates, and other planning initiatives under AB 32 and SB 375.
- Promote a full range of housing in all communities to better address the housing needs and solutions in rural communities.
- Support the repeal of Article 34 of the California Constitution, which would reduce administrative burden on local governments around affordable housing development.
- Support expansion of state tax incentives for the provision of affordable housing. The tax codes and financial industry regulations need to be revised to provide stimulus to produce affordable housing, particularly for median, low, and very low-income households.
- Oppose legislation that creates restrictions on local control of land use and development.
- Oppose legislation that reduces local governments', tribes', and communities' ability to weigh in on projects.

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- Advocate for Coastal Act reform of allowable exemptions to allow minor repair and maintenance to existing structures located within 50 feet of a coastal bluff and the installation of roof-mount solar panels on all structures without the need to obtain a Coastal Development Permit. Oppose legislative actions or reform measures that penalize jurisdictions for non-compliance with state-mandated Housing Element update schedules.
- Broadband Deployment
  - Support "Dig Once/Trench Once" and other policies which streamline the deployment of conduit for underground fiber-optic and electrical cables and minimize regulatory burdens and permitting processes for deployment of internet connectivity.
  - Advocate to maximize broadband infrastructure investment and equitable county-wide connectivity from the delivery of Middle and Last Mile projects under SB 156 and other State and Federal funds. In addition to exploring options that would include wireless and satellite technology in providing internet service delivery where underground fiber-optic is not possible or feasible.
- Support and monitor the development and deployment of a robust county-wide Middle Mile open access fiber-optic backbone to stimulate economic development and affordable broadband availability to homes, businesses, schools, libraries, public safety facilities, health services, and other institutions throughout Mendocino County.
- Advocate for complete and accurate broadband connectivity data needed for smart policy and design decisions required to effectively bridge the growing digital divide.
- Advocate ~~to~~ for strongly ~~encourage~~encouraging, if not ~~require~~requiring, last mile to the consumer broadband providers to supply equitable service to all potential customers as part of a new area service acquisition.
- Support legislation that provides resources to improve rural counties access to high-speed broadband. The County also supports legislation that protects access to broadband service.
- Support and advocate for sustained access to reliable and affordable telecommunication services for the County's diverse communities.
- Support legislation and funding that advances sustainable tourism and equitable access to outdoor recreation by local populations. Advocate for federal and state resources for outdoor recreation and trails.
- Promote funding for outdoor education initiatives that teach safety, conservation, and responsible recreation practices. This includes programs for youth and underserved communities to support a culture of stewardship and safety in outdoor spaces.
- Support policies to advance tribal stewardship, ecological restoration, and outdoor access at State Demonstration Forests.
- Advocate for secured long-term, ongoing funding, maintenance, and planning of the Great Redwood Trail.
- Support legislation and funding for increased educational programs with hands on training in trade skills, craft, and engineering. This includes paths for youth to access internships and educational certificate programs.
- Support legislation and regulatory reforms that reduce barriers to small farms and food producers participating in farmers' markets, as they help strengthen local economies and advance community food security.
- Support efforts to reduce barriers to entry and expand market access for local home-based and small-scale food producers.
- Advocate for and pursue funding assistance to help the County keep fees affordable for residents and businesses, while sustaining high-quality services and effective program delivery.
- Support the Market Match/CalFresh EBT program, which supports small farms and local

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producers and increases access to fresh produce for our community.

- Advocate for sustainable funding for public art and culture, including education, and support of artists to produce and maintain public art through grants and endowments.
- Support community access to local libraries and advocate for broadband equity, the freedom to read and to access diverse points of view, literacy for all ages, and intellectual freedom.
- Advocate for additional grant funding for libraries who provide services to vulnerable populations such as Lunch at the Library which provides literacy-rich activities for libraries working with the US Department of Agriculture (USDA) lunch providers to offer nutritious lunches to children 18 and under who might not have access to lunches over the summer break and JobNow, VetNow, and LearnNow to support education for vulnerable populations.
- Support efforts to promote local school-museum partnerships to ~~providing~~provide engaging, hands-on learning opportunities. Advocate for additional state and grant support for regional museum's role as vital education providers and keepers of primary source material.
- Advocate for increased and ongoing funding to expand community spay and neuter clinics, reducing shelter intake and promoting responsible pet ownership through accessible preventive care.

FEDERAL ACTION

- Advocate for support and continuation of federal funds and programs that support and promote rural communities and businesses.
- Support efforts by the administration and congress to increase the nation's infrastructure investments to help promote economic development, public safety, and overall mobility through a comprehensive infrastructure package, surface transportation reauthorization and water resources bill.
- Advocate for federal grant funding opportunities to support community initiatives and projects that promote economic development and infrastructure improvements in alignment with the County's Strategic Plan and the regional Comprehensive Economic Development Strategy (CEDS).
- Advocate for complete and accurate broadband connectivity data, which is necessary to effectively bridge the growing digital divide as the federal government relies on this information to determine the true need for critical broadband resources.
- Support the deployment and availability of broadband and emerging technology, to rural communities to ensure equitable economic and educational opportunities for all.
- Advocate for federal funding for rural airport infrastructure projects.
- Advocate for the expansion of federal tax credits to better meet the statewide need for subsidized affordable housing units.
- Advocate for a change in federal tax law to eliminate current tax incentives for ~~short~~short-term rentals, as these federal tax incentives are leading to the conversion of housing for year-round residents to a commercial use of housing for the purpose of short-term rentals for visitors.
- Advocate for funding for combating censorship and aid for libraries and librarians who are encountering challenges.
- Support funding for US Department of Agriculture (USDA) meal sites for Lunch at the Library.
- Advocate for funding for programs that support services ~~to vulnerable populations~~ from the Institute of Museum and Library Services (IMLS).
- Advocate for federal education programs in which the Mendocino Museum participates.

OTHER ACTION

- Support initiatives to create meaningful government-to-government consultation and

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collaboration with Tribal Governments to bolster sound and sustainable economic development in local Tribal Lands and the County.

CANNABIS

ISSUE: Mendocino County is a pre-eminent producer county in the State of California, home to a very large number of multi-generational cultivators, manufacturers, and other added-value cannabis industry participants. Nearly 20 years after California voters legalized medical cannabis via Proposition 215 (1996), the State legislature passed the Medical Cannabis Regulation and Safety Act (MCRSA) in 2015 to license, regulate, and address the impacts of commercial medical cannabis businesses. Then in November 2016, voters passed Proposition 64, the "California Control, Regulate and Tax Adult Use of Marijuana Initiative," also known as the "Adult Use of Marijuana Act" (AUMA). These laws have since been consolidated to form the "Medical and Adult Use Cannabis Regulation and Safety Act" (MAUCRSA), Cal. Bus. & Prof. Code § 26000 et seq., which is administered by the Department of Cannabis Control (DCC).

As the State continues to develop regulations for this industry, consideration must be given to the difficulties facing small cannabis operators in rural communities, unable to compete in the emerging legal market if it demands large sums of investment to scale up and meet regulatory requirements. Mendocino County will continue to advocate for maintaining local government's flexibility and authority to address individual community needs through local control measures. As Mendocino County implements local and state regulations, funding assistance will be critical to ensuring successful integration of the cannabis industry into the legal economy. Mendocino County supports federal initiatives to either repeal or modify the federal prohibition of cannabis and encourages federal recognition of state laws regulating cannabis.

STATE ACTION

- ~~Advocate for an extension of time for annual licensure for cultivators who meet all the necessary statuary benchmarks.~~
- Support legislation which enhances the economic viability of small-scale cultivators.
- Support legislation promoting small cultivator access to markets and minimizing costs, barriers, and regulations for microbusiness enterprises.
- Advocate for a reduction in the state excise tax as a means to support the economic recovery of small businesses and quell competition with the illicit market.
- Advocate for state resources to assist cannabis operators navigate the complex regulatory system, understand compliance requirements, and access grant or business development opportunities.
- Advocate for state funding and technical assistance to enable the County to build upon and coordinate with state education, outreach, and engagement efforts, ensuring local initiatives effectively complement statewide programs.
- ~~Advocate for statutory changes that eliminate project specific CEQA analysis as an annual licensing requirement and instead allow the Department of Cannabis Control (DCC) to accept the CEQA compliance pathways set forth by local jurisdictions, including pathways that provide ministerial permits and principally permit commercial cannabis activities.~~
- Advocate for cannabis cultivation to be considered an agricultural crop produced for human consumption and regulated in the California Food and Agricultural Code rather than the Business and Professions Code.
- Advocate for the removal of the state regulatory prohibition on cannabis activities within a

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residence so that local jurisdictions can implement cottage industry codes allowing commercial cannabis businesses the ability to conduct activities analogous to those of non-cannabis related cottage industry businesses.

- Advocate for licensed commercial cannabis business to have access to state-funded disaster relief, technical assistance programs and grant programs.
- Advocate for the simplification of the state's commercial cannabis licensing framework and regulations in a manner that reduces barriers to entry into the legal market, protects public health and safety, and ensures a regulated environment for commercial cannabis activities that does not impose such barriers as to perpetuate, rather than reduce and eliminate, the illicit market for cannabis.
- Advocate for the ability of licensed cultivators to conduct multiple types of cultivation under a single license.
- Advocate that the DCC establish a simple process for cultivation license holders to conduct cultivation license type changes and cultivation license size changes.
- Advocate that the DCC allow for "batch tagging" of mature cannabis plants and harvested cannabis material in METRC similarly to what is currently allowed for immature plant tagging.
- Advocate for regulatory reform that allows locally permitted and state licensed cultivators to:
  - Receive genetic material from any permitted and licensed commercial cannabis business entity,
  - Transfer genetic material to other permitted and licensed cultivators,
  - ~~Receive genetic material from members of the public, not to exceed personal adult use allowances~~
  - ~~Enter no source cannabis seeds into METRC in unlimited amounts because cannabis seeds are not federally restricted.~~
  - Support the development of a legal pathway for entering no-source cannabis seeds into METRC by establishing a compliant method for sourcing and documenting origin.
- Advocate for state and federal policy changes that establishes opportunities for cultivators, processors, and manufactures to engage in direct-to-consumer sales, including through cannabis events, direct to consumer delivery operations, direct to consumer shipping and on-farm sales.
- Advocate that the DCC conduct annual audits of licensed distribution businesses to monitor how much cannabis material being sold within the supply chain is produced by permitted and licensed cultivators and how much is produced by unpermitted and unlicensed cultivators.
- Advocate for the California Department of Food and Agriculture (CDFA) to develop educational materials and guidance documents that clarify and support the development of appellation of origin petitions.
- Advocate for the promulgation of comprehensive labeling requirements for all cannabis geographical indications, including county of origin, city of origin, city and county of origin, and appellation of origin designations.
- Advocate for the California Department of Food and Agriculture (CDFA) to be sufficiently funded to manage the appellation of origin program and the establishment of a petition review panel.
- Advocate for state and federal legislation, funding and resources to combat illegal trespass cultivation of cannabis on public and private lands.
- Support adequate funding and resources to address illegal water diversion, water pollution, erosion, poisoning of wildlife, and other environmental damage associated with trespass cannabis growing operations.
- Support the state fully funding County cannabis related expenditures including legislation that clarifies that cannabis-related expenditures are reportable expenses for the purpose of

calculating unclaimed gas tax reimbursements to County Agricultural Commissioners or cannabis expenditures will not count against maintenance of effort calculations.

- Support non-competitive or direct allocation of state cannabis tax revenue for small and rural counties.

FEDERAL ACTION

- Support federal legislation that allows cannabis to be regulated at the federal level, including removing cannabis from Schedule 1 of the Controlled Substances Act. The Ce~~o~~unty takes the position that any change to the legal status of cannabis at the federal level must be accompanied by a thorough regulatory framework that delineates the clear roles and responsibilities of the jurisdictions involved.
- Advocate for commercial cannabis production to be legally designated and regulated as commercial agricultural activity, regulated by the United States Department of Agriculture (USDA).
- Support efforts at the federal level to allow for and make available banking and other financial services to cannabis operators in order to minimize the use of cash.
- Advocate for changes to the Federal Tax Code to ensure that state licensed commercial cannabis businesses are taxed in the same manner as non-cannabis businesses, including but not limited to, advocating for the elimination of Federal Tax Code Section 280E.

PUBLIC SAFETY

ISSUE: Mendocino County strongly supports community safety by providing high quality public safety services to maintain health and safety standards for its residents. The County supports additional state and federal funding and tools to enhance law enforcement programs and the safety of its residents and public safety employees. It is recognized that the state, and not the County, is responsible for trial court operations costs and any growth in those costs in the future. Nevertheless, counties continue to be responsible for justice-related services, such as, but not limited to, probation, prosecutorial and defense services, as well as the provision of local juvenile and adult detention facilities. Therefore, it is imperative there is secure, stable, and sufficient funding allocated to Mendocino County to fulfill the state responsibilities mandated to the local level to implement. The County firmly opposes future and further unfunded state mandates.

STATE ACTION

- Advocate for adequate, secure, and stable funding to support thei~~s provided to~~ implementation of ~~the~~ evidence-based practices mandated by realignment.
    - The County believes that the state should assume cost increases associated with state imposed program changes and expansions, as well as federal maintenance of effort mandates.
    - Oppose state and/or federal funding reductions that shift responsibility for services, administration, or fiscal support to counties.
    - Oppose state mandates that increase County responsibilities without adequate resources.
    - Oppose shifting state responsibilities to counties without full funding and administrative support.
    - Advocate for greater County flexibility and local control in implementing any realigned responsibilities.

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- Advocate for and support policies that balance community safety and accountability with rehabilitation. Policies should not overlook one tenet in order to achieve another. Further, policies should not dilute or disregard accountability as a necessary component in achieving rehabilitation.
- Advocate for a sustainable new state funding source dedicated to both treatment and accountability, ensuring counties can effectively cover all implementation and ongoing costs associated with Proposition 36.
- Oppose policies that dilute, redirect or recast the mission and funding associated with 2011 Public Safety Realignment.
- Oppose any further redirection of state responsibilities to the local level without full local control and appropriate funding.
- Advocate for state and federal funds to offset costs of the behavioral health wing of the new jail.
- Support additional state funding for pre-trial service under SB 129 (CA Budget Act 2021: Statewide Pretrial Program).
- Support a conversation around SB 678 (Community Corrections Performance Incentives Act) and SB 129 making sure funding is more stable and secure.
- Advocate for an increase in funding due to SB 823 (Department of Juvenile Justice Realignment Implementation) and the insufficient funding the formula created.
- Oppose legislation that would directly or indirectly shift costs related to state prisoners that are transferred under realignment to counties.
- Support additional permanent and stable state back-fill to cover the counties' revenue loss resulting from AB 1869 (Criminal Fees) in 2020, the ~~recent~~ removal of criminal justice fines, fee, and penalties by the Legislature.
    - Urge policymakers and stakeholders to extend and fully fund California's fines and fees backfill program beyond 2026. Advocate for legislative commitment to compensate counties for lost revenue from eliminated criminal justice administrative fees and to protect funding for essential local programs and services.
- Support permanent, stable, and consistent funding of SB 678 (Community Corrections Performance Incentives Act) in light of AB 1950 (Probation: length of terms).
- Oppose any additional state efforts to change criminal justice fines, fees, and penalties without providing a corresponding revenue back-fill that is permanent and stable.
- Support reform of state laws that would increase hard drug crime and theft penalties.
- Support state efforts to increase penalties for dealing hard drugs such as fentanyl and provide local jurisdictions sufficient resources to enforce legislation, target drug trafficking as well as provide substance use treatment and harm reduction programs in prisons and juvenile facilities.

FEDERAL ACTION

- Support amending the Medicaid Inmate Exclusion Policy under the Social Security Act to remove limitations on Medicaid, Medicare, and Children's Health Insurance Program (CHIP) and Veteran's Affairs health services benefits for pre-trial inmates of public institutions.
- Support policies and programs that divert non-violent individuals struggling with mental illness and/or substance use disorders from local jails into more appropriate treatment services.

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HUMAN SERVICES

ISSUE: Mendocino County is committed to the delivery of public social services at the local level. However, the County requires adequate and ongoing federal and state funding, timely distribution of funding, maximum local authority, and flexibility for the administration and provision of public social services. Counties should have the ability to expand or consolidate facilities, services, and program contracts to provide a comprehensive level of service and accountability and achieve maximum cost effectiveness. Counties face challenges in providing services to the increasing numbers of individuals and families in need. During economic downturns, counties experience a greater demand for assistance from vital safety net programs. Even in prosperous economic times, many people struggle to meet their basic needs. Therefore, any additional federal or state funding should be directly shared with counties for programs that require a county share of cost.

Recent policy changes have disrupted the historic partnership among federal, state, and local entities regarding the provision of social services by shifting costs to the local level and cutting critical programs. This will force Mendocino County to shoulder unsustainable financial and administrative burdens, jeopardizing services. As a result, many of Mendocino County's 41,749 Medi-Cal enrollees (46% of the county's population) may face the loss of vital coverage. Reduced funding and new administrative rules will further strain rural and tribal health systems, limit care for high-risk residents, and deepen existing disparities. The County urges policymakers to introduce and support legislation that restores funding, guarantees coverage for Medi-Cal enrollees, and allocates direct support to Mendocino County to maintain essential care and service delivery.

STATE ACTION

- Oppose unfunded cost shifts to counties resulting from changes to human services programs and advocate for mitigation efforts to protect and preserve access to nutrition, healthcare, and childcare programs by maintaining adequate eligibility and funding levels.
- Advocate for resources to offset increased local service demand caused by reductions in benefits and seek relief from added administrative burdens by promoting simplified reporting and adequate funding for program administration.
- Support legislative efforts to provide sustaining wages to IHSS workers while limiting the County's obligation to increases in local required funding.
- Support efforts to sustain ~~or restore~~ funding for Health and Human Services safety-net programs and regulations, including: CalFresh Categorical Eligibility; School Lunch Programs; Health Care Enrollment (inmates); Preventing Elder and Dependent Care Abuse; Fees and Charges for Residential Care Facilities for the Elderly; Long-Term Care Ombudsman Program; Drug Abuse Prevention and Safe Disposal Program; Childhood Vaccinations; and Child Welfare Services.
- Advocate for and support Enhanced Care Management (ECM) provisions and insurers, increasing services to the County Medi-Cal population.
- Advocate for the allocation of additional realignment revenues. Current cost-sharing ratios no longer reflect counties' long-term ability to control costs in the programs.
- Support funding incentives for homeless providers who develop and implement meaningful and integrated workforce development programs.
- Support funding for small business wage subsidies to hire homeless and recently homeless

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individuals.

- Support efforts to build capacity within local child welfare agencies to serve child victims of commercial sexual exploitation as commercial sexual exploitation of children (CSEC) is a growing national and statewide issue. The County believes this complex problem warrants immediate attention, including funding for prevention, intervention, and direct services through child welfare services agencies, and supports close cooperation on CSEC issues with law enforcement, the judiciary, and community-based organizations to ensure the best outcomes for child victims.
- Advocate for the full ~~restoration and~~ commitment to ongoing funding for the Bringing Families Home program. This program through California Department of Social Services (CDSS) provides flexible housing support to our most vulnerable households with children experiencing homelessness served by Child Welfare Services. This program clearly leads to a quicker timeline for family reunification and/or prevention of entry into foster care.
- Advocate for the acceleration of policies and procedures that would allow phone-based application assistance for Medi-Cal through BenefitsCal. Without easy phone-based application support, eligible clients currently in jail or those with limited online proficiency skills are at a distinct disadvantage in accessing health coverage and care.
- Support adequate state funding for adoption services and post-permanency supportive services.
- Support the ability of the California Department of Social Services (CDSS) to streamline the process of transferring Foster Family Agency (FFA) resource family home approvals to another FFA or to the County to ensure that families and foster children in their care continue to receive support from agencies uninterrupted.

FEDERAL ACTION

- Urge Congress to reject provisions in legislation that shift the financial burden of human services programs to counties by reducing or eliminating federal funding.
    - Advocate that Congress provide sufficient federal resources to fully offset any increased local service demand caused by reductions or restrictions in federal benefits.
    - Advocate for simplified reporting, eligibility, and compliance requirements, and for sufficient administrative funding so counties can focus resources on direct service delivery.
    - Advocate for the inclusion of strong protections to prevent disproportionate harm to rural residents, people with disabilities, other vulnerable populations, and the organizations that serve them.
- Support ~~for a new~~the Centers for Medicare and Medicaid Services (CMS) Medicaid waivers for California. The new Cal-AIM waiver proposal is essential to enhance services at the local level particularly regarding mental health, substance use treatment services and homeless services.
    - Medicaid/Medi-Cal waiver projects have allowed for substantial funding and local expansion of services outside of traditional Medi-Cal billable services, including the Whole Person Care waiver pilot that has enhanced mental health and homeless services. And more recently, the Drug Medi-Cal Organized Deliver System pilot to expand substance use treatment services.
- Support increased and ongoing federal funding for the Older Americans Act (OAA) programs, with appropriations matching the levels of authorized funding.
- Support funding and seek appropriations to improve senior transportation services.

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PUBLIC HEALTH

Counties are mandated to protect Californians against threats of widespread disease and illness and are tasked with promoting health and wellness. Mendocino County supports and encourages the use of multi-jurisdictional approaches to health care and efforts to create cost-saving partnerships between the state and counties, and other partners to improve health outcomes and health equity. Counties appreciate recent investments in public health, but they remain concerned about the lack of funding and flexibility in funding, planning, and ongoing support for critical public health infrastructure. In addition, counties face severe workforce challenges that are exacerbated when new public health crises emerge. It is important for the state and federal governments to collaborate with counties to provide timely and adequate funding and technical assistance. This is necessary to ensure proper planning, access to medical supplies, and laboratory testing services and maintain a capable workforce to effectively respond to any health emergency.

STATE ACTION

- Advocate for the implementation of a regional public health model that coordinates public health services across multiple jurisdictions to enhance the effectiveness, resource allocation, and response capacity.
- Support expansion of data sharing agreements for Public Health and other programs as required by the State to improve prevention and intervention care coordination.
- Support expansion of State staffing to facilitate funding for Maternal Child and Adolescent Health programs, for evidence-based Home Visiting (HV) programs promoted by California Department of Public Health (CDPH), and adolescent health and mental health.
- Advocate and fund Local Health Jurisdictions (LHJ) health data scientists and epidemiologists in Public Health, Behavioral Health, and Social Services.
- Advocate for increased funding for essential local public health responsibilities including workforce development, facilities, communicable disease prevention and response, and public health prevention and health equity activities.
- Support funding for and legislative support of Community Healthcare Workers (CHW) as well as development of career pathways for these CHWs.
- Advocate for increasing allocation to Public Health Emergency Preparedness to build sustainability of preparedness in public health infrastructure and staff.
- Support statewide single-payer healthcare systems to streamline healthcare delivery and eliminate gaps in coverage.
- Support sustainable funding for Emergency Medical Services (EMS) Systems.
- Support ongoing and increased assistance by the state in providing epidemiologist services and efforts to prepare for the next pandemic.

FEDERAL ACTION

- Advocate for increased federal support in growing and retaining a highly skilled public health workforce.
- Support ongoing federal aid to local government to prepare for the next pandemic.

BEHAVIORAL HEALTH

ISSUE: County behavioral health services are central to many difficult policy issues such as homelessness, housing, and justice system recidivism and diversion. One in five adults experience some form of mental illness in any given year. ~~According to recent studies by the Well-Being Trust and the Meadows Mental Health Policy Institute, COVID has increased rates of clinical depression, anxiety, and suicide.~~ Across the population, 1 in every 25 adults is living with a serious mental health condition such as schizophrenia, bipolar disorder, or long-term recurring major depression. Treatment for these conditions is often not sought due to inaccessibility to services, coverage and reimbursement barriers or the patient is unaware that other physical symptoms could be connected to a mental health condition.

State and federal resources and flexibility are needed to improve access to mental health and substance misuse disorder treatment in rural communities and address racial inequities. Counties need resources to expand access to evidence-based suicide awareness and prevention training. Importantly, legislation that helps expand, support and sustain behavioral health workforce is necessary to meet these needs.

STATE ACTION

- Support additional funding and programs that provide improved access to local mental health services and substance misuse disorder, including increased and consistent funding for mental health housing programs, crisis support, and jail diversion programs and services for foster youth with complex needs.
- Support insurance parity for mental health services to ensure residents with private insurance have the same services available as those with Medi-Cal.
- Advocate for the legislature to review the innovation component of the Mental Health Services Act for accountability. Innovations in rural, suburban, and urban counties vary drastically and should be evaluated based on local demographics.
- Advocate for state and federal funds to offset costs of the Behavioral Health wing of the new jail.
- Support the integration of behavioral health into the broader health care system and a balance between state expectations and local authority.
- Advocate for support of mental health initiatives for seniors and other vulnerable residents.
- Advocate for maximization of funding for inmate medical and mental health care services.
- Advocate for increased availability of inpatient psychiatric beds.
- Advocate for the needs of county residents and for full funding for associated county costs for implementing CARE Act.

FEDERAL ACTION

- Advocate for reform of the Institutions for Mental Disease (IMD) exclusion language which bars Medicaid from receiving federal dollars to pay for mental health and substance use care provided in facilities with more than 16 beds which leads to a stark inequity in access to care. Unlike in Medicare or private insurance, Medicaid cannot cover many inpatient psychiatric services, even when they are recommended by a physician or mental health professional.
- Support federal investment, including funding from court settlements, in mental health and substance use disorder workforce, training, prevention and treatment.

HOMELESSNESS

DRAFT

ISSUE: Like many other California counties, Mendocino County is grappling with the challenges posed by homelessness. The issue is visible on public streets, creek beds, and open spaces and has a profound impact on affected households. The limited availability of housing and rentals significantly contributes to the county's transient and homeless population. Homelessness affects public spaces, public safety, child welfare, behavioral health and substance use services, and small businesses. The presence of homeless encampments also has a significant impact on local businesses and warrants attention and addressing.

STATE ACTION

- Advocate for a simplified, streamlined, block grant funding allocation to counties, for a five-year time span, specifically and exclusively for the costs of trash and hazardous waste removal at recently vacated homeless encampments. This funding source should be automatically allocated and delinked from requirements to provide social or other services. The focus should be on clean-up only from vacated homeless sites.
- Advocate for increased or sustained funding to prevent and end homelessness through direct allocations to the county directly or the local continuum of care (COC), as the counties are responsible for the broad scope of services and mandates provided to successfully move individuals out of homelessness; sustainable and flexible state funding sources to enable communities to serve more people with outreach, shelter, eviction prevention, supportive housing, and short term rent assistance programs; establishment of immediate solutions to address encampments.
- Advocate for a simplified and streamlined allocation and administration process for the Homeless Housing, Assistance and Prevention (HHAP) Grant program, along with clear, reasonable, and achievable accountability measures that support local flexibility and effectiveness.
- Advocate for ongoing operating subsidy support for existing Project Homekey sites. Counties who have elected to participate and engage in homelessness solutions like Project Homekey should be rewarded and supported with specific ongoing funding to maintain those projects as exemplary best practices in resolving homelessness.
- Support reform for state and federal housing assistance and legislation to allow more inclusive access to housing and services for individuals with prior convictions.
- Advocate for increased direct funding for long-term transitional housing programs that support vulnerable populations, providing them with the stability needed to transition to permanent housing.
- Advocate for greater involvement and coordination between state agencies and local governments in protecting natural resources, such as parks, waterways, and wildlife habitats, from the environmental impacts of homelessness.
- Advocate for state agency funding to mitigate environmental damage caused by encampments, such as waste management, habitat restoration, and water quality protection.
- Advocate for the creation of new sources of funding and incentive programs to produce affordable housing through incentivized jurisdictional cooperation and regional housing planning.
- Support the preservation of mobile home parks as a valuable housing resource.
- Support improving rent stabilization tools, including protections from displacement and unreasonable rent increases for mobile home park tenants.
- Support efforts to ensure that code enforcement does not result in the closure of mobile

Commented [KH39]: Megan Van Sant - Senior Program Manager
Special Projects Team - Dept of Social Services (9/12/25)

home parks (or other affordable housing) unless it is an immediate danger to life, health, and safety.

- Support efforts to address disparities in housing by ensuring that disaster recovery resources reach all impacted households, including those with the lowest incomes who are often the hardest hit by disasters and have the fewest resources to recover.
- Advocate for increasing accessibility to levels of support from federal and state food programs.
- Advocate for funding to assist local businesses with security, clean up, and restoration due to homelessness.

FEDERAL ACTION

- Support the preservation of and existing allocation of federal US Department of Housing and Urban Development (HUD) rental subsidy funding so that rural communities are able to retain their existing allocation of tenant-based rental assistance certificates.
- Support Rental Assistance and Rapid Rehousing Support to prevent individuals at risk of losing their housing, which has tremendous financial impacts on low-income individuals and families.

Commented [KH40]: Megan Van Sant - Senior Program Manager
Special Projects Team - Dept of Social Services (9/12/25)

If current federal proposals related to HUD-issued rental subsidy programs (what's known as Section 8 vouchers) are approved, Mendocino County is at risk of losing dozens, perhaps as much as 100 or more, rental assistance vouchers that are currently keeping our most vulnerable and poor households housed.

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COUNTY OF MENDOCINO
Legislative Delegations

GOVERNOR GAVIN NEWSOM (D) **GOVERNOR OF CALIFORNIA**	Website: gov.ca.gov 1303 10th Street, Suite 1173 Sacramento, CA 95814 Phone: 916-445-2841
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State Senate	
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State Assembly	
ASSEMBLYMEMBER CHRIS ROGERS (D) **STATE ASSEMBLY DISTRICT 2** 200 S. School St., Suite D Ukiah, CA 95482 Phone: 707-463-5770	Website: http://a02.asmdc.org State Capitol P.O. Box 942849 Sacramento, CA 94249 Phone: 916-319-2002
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United States Senate	
SENATOR ALEX PADILLA (D) **UNITED STATES SENATE** 501 I Street, Suite 7-800 Sacramento, CA 95814 Phone: 916-448-2787	Website: www.padilla.senate.gov 331 Hart Senate Office Building Washington, DC 20510 Phone: 202-224-3553
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CONGRESSMAN JARED HUFFMAN (D) **CALIFORNIA'S 2ND CONGRESSIONAL DISTRICT** 200 S. School St., Ukiah, CA 95482 430 North Franklin St., Fort Bragg, 95437 Phone: 707-671-7449 (Ukiah) Phone: 707-962-0933 (Fort Bragg)	Website: www.huffman.house.gov 2445 Rayburn House Office Building Washington, DC 20515 Phone: 202-225-5161

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Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4d)

To: BOARD OF SUPERVISORS
From: Planning and Building Services
Meeting Date: November 18, 2025

Department Contact:	Richard Angley	**Phone:**	707-234-6650
Department Contact:	Matthew Kiedrowski	**Phone:**	707-234-6885

Item Type: Noticed Public Hearing **Time Allocated for Item**: 30 Minutes

Agenda Title:
Noticed Public Hearing - Discussion and Possible Action Including Adoption of Ordinance Amending Chapter 18.04 of the Mendocino County Code and Adopting by Reference, with Local Amendments, Selected Provisions, Chapters and Appendices of Title 24 of the California Code Regulations, 2025 Editions of the California Building Standards Code, and Adopting Local Findings
(Sponsors: Planning and Building Services and County Counsel)

Recommended Action/Motion:
Adopt Ordinance amending Chapter 18.04 of the Mendocino County Code and adopting by reference, with local amendments, selected provisions, chapters and appendices of Title 24 of the California Code of Regulations, 2025 Editions of the California Building Standards Code and adopting local findings; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On February 17, 2015, the Board of Supervisors adopted Ordinance No. 4333, which included the adoption of the 2013 California Building Code. On March 7, 2017, the Board of Supervisors adopted Ordinance No. 4380, which included the adoption of the 2016 California Building Code. On December 10, 2019, the Board of Supervisors adopted Ordinance No. 4444, which included the adoption of the 2019 California Building Code. On December 6, 2022, the Board of Supervisors adopted Ordinance No. 4516, which included the adoption of the 2022 California Building Code. On October 21, 2025, the Board of Supervisors introduced and waived the first reading of an ordinance to adopt the 2025 California Building Code and set the date of November 18, 2025, for a noticed public hearing.

Summary of Request:
The State of California adopts new building construction codes every three years, referred to as the California Building Standards Code. The new 2025 California Building Code will become effective January 1, 2026, and are enforced locally as mandated by the State. Staff has prepared a prosed ordinance adopting the 2025 Code based on local Mendocino County conditions and adopting additional appendices of the California Building Standards Code which were not specifically adopted by the State.

Please see the staff memorandum prepared for this agenda item for additional information.

Alternative Action/Motion:
Not adopt ordinance, provide direction to staff. Taking no action would result in the State mandated codes

being applied by the Department of Planning and Building Services beginning January 1, 2026.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: www.mendocinocounty.gov/pbs <http://www.mendocinocounty.gov/pbs>

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 Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Ordinance
Number: 4553

ORDINANCE NO. 4553

ORDINANCE AMENDING CHAPTER 18.04 OF THE MENDOCINO COUNTY CODE AND ADOPTING BY REFERENCE WITH LOCAL AMENDMENTS, SELECTED PROVISIONS, CHAPTERS AND APPENDICES OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, 2025 EDITIONS OF THE CALIFORNIA BUILDING STANDARDS CODE, INCLUDING: (1) THE CALIFORNIA ADMINISTRATIVE CODE; (2) THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2; (3) THE CALIFORNIA RESIDENTIAL CODE; (4) THE CALIFORNIA ELECTRICAL CODE; (5) THE CALIFORNIA MECHANICAL CODE; (6) THE CALIFORNIA PLUMBING CODE; (7) THE CALIFORNIA ENERGY CODE; (8) THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE; (9) THE CALIFORNIA HISTORICAL BUILDING CODE; (10) THE CALIFORNIA FIRE CODE; (11) THE CALIFORNIA EXISTING BUILDING CODE; (12) THE CALIFORNIA GREEN BUILDING STANDARDS CODE; (13) THE CALIFORNIA REFERENCED STANDARDS CODE; AND ADOPTING LOCAL FINDINGS; AND MAKING OTHER TECHNICAL AND ADMINISTRATIVE REVISIONS TO TITLE 18

The Mendocino County Board of Supervisors ordain as follows:

Section 1. Section 18.04.025 – California Codes Adopted, is hereby amended to read as follows:

Sec. 18.04.025 - California Codes Adopted.

Subject to applicable sections of this title, the following primary and secondary codes are hereby adopted and incorporated into the Mendocino County Code by reference and as having the full legal effect as if their respective contents were set forth verbatim herein:

(A) CALIFORNIA ADMINISTRATIVE CODE, 2025 Edition, Part 1, as published by the International Code Council.

(B) CALIFORNIA BUILDING CODE, 2025 Edition, Part 2, Volumes I and II, together with Appendix C (Group U - Agricultural Buildings); Appendix G (Flood Resistant Construction); Appendix H (Signs); and Appendix I (Patio Covers) as published by the International Code Conference subject to the changes and modifications set forth in Section 18.04.035 and other provisions of this Title.

(C) CALIFORNIA RESIDENTIAL CODE, 2025 Edition, Part 2.5, together with Appendix BB (Tiny Houses); Appendix BF (Patio Covers); Appendix BG (Sound Transmission); Appendix BI (Light Straw-Clay Construction); Appendix BJ (Strawbale Construction); Appendix BO (Existing Building and Structures); and Appendix CI (Swimming Pool Safety Act), as published by the International Code Council, subject to the changes and modifications set forth in Section 18.04.040 and other provisions of this Title.

(D) CALIFORNIA ELECTRICAL CODE, 2025 Edition, Part 3, together with Annex H (Administration and Enforcement) as published by the National Fire Protection Association subject to changes and modifications set forth in Section 18.04.045 and other provisions of this Title.

(E) CALIFORNIA MECHANICAL CODE, 2025 Edition, Part 4, as published by the International Association of Plumbing and Mechanical Officials subject to the changes and modifications set forth in Section 18.04.050 and other provisions of this Title.

(F) CALIFORNIA PLUMBING CODE, 2025 Edition, Part 5, together with Appendix A (Recommended Rules for Sizing the Water Supply System); Appendix B (Explanatory Notes on Combination Waste and Vent Systems); Appendix D (Sizing Storm Water Drainage Systems); Appendix I (Installation Standards); Appendix J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design), as published by the International Association of Plumbing and Mechanical Officials, subject to the changes and modifications set forth in Section 18.04.055 and other provisions of this Title.

(G) CALIFORNIA ENERGY CODE, 2025 Edition, Part 6, as published by the International Code Council.

(H) CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2025 Edition, Part 7, as published by the International Code Council.

(I) CALIFORNIA HISTORICAL BUILDING CODE, 2025 EDITION, Part 8, as published by the International Code Council.

(J) CALIFORNIA FIRE CODE, 2025 Edition, Part 9, as published by the International Code Council subject to changes and modifications set forth in Section 18.04.060 and other provisions of this Title.

(K) CALIFORNIA EXISTING BUILDING CODE, 2025 edition, Part 10, as published by the International Code Council.

(L) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 Edition, Part 11, as published by International Code Council.

(M) CALIFORNIA REFERENCED STANDARDS CODE, 2025 Edition, Part 12, as published by the International Code Council.

Section 2. Section 18.04.030 – Modifications to All California Codes Adopted: Board of Appeals, is hereby amended to read as follows:

Sec. 18.04.030 - Modification to All California Codes Adopted: Board of Appeals.

Each of the California codes adopted by reference by this Title is amended to provide that the appellate body referred to therein, whether it be the "Board of Appeals" in Section 113 of the California Building Code, 2025 Edition or any other similar provision in the remaining California codes, shall be the Board of Building and Housing Appeals as constituted and empowered by Section 2.24.030 of the Mendocino County Code. In the event of any inconsistency, Section 2.24.030 of the Mendocino County Code shall prevail.

Section 3. Section 18.04.035 – Modifications to California Building Code, is hereby amended to read as follows:

Sec. 18.04.035 - Modifications to California Building Code.

The California Building Code, 2025 Edition, as adopted in Section 18.04.025(B) of this Chapter, is adopted with the following changes and modifications:

Section 105.3.2 shall be amended to read as follows:

Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section 105.5 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Section 109.6 shall be amended to read as follows:

Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the

original permittee no later than one year after the date of fee payment.

Appendix C: Agricultural Buildings: Section C102.1 shall be amended to read as follows:

General. Buildings classified as U Agricultural shall not exceed the area in Table C102.1 or the height limits in Title 20 of the Mendocino County Code.

Appendix H: Signs: Section H101.1 shall be amended to include the following as a second paragraph:

Notwithstanding any other provision of this appendix, all external lighting for signs shall be designed to be shielded or downcast in order to minimize the illumination of the nighttime sky.

Appendix H: Signs: Section H101.2 shall be amended to read as follows:

Signs exempt from permits. The following signs are exempt from the requirements to obtain a permit before erection:

1. Nonilluminated signs painted on exterior surface of existing permitted or legal nonconforming buildings or structures.

2. Temporary signs announcing the sale or rent of property.

3. Signs erected by transportation authorities.

4. Projecting signs not exceeding 2.5 square feet (0.23 m^2).

5. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.

6. Temporary signs on grade that are no higher than 7 feet in height above grade and no more than 32 square feet in size.

Exemption from the permit requirements of this Section shall not be deemed to grant authorization for any work done in any manner in violation of the provisions of Title 20 of the Mendocino County Code, or any other laws or ordinances of this jurisdiction.

Appendix H: Signs: Section H105.3 shall be amended to read as follows:

Wind load. Signs shall be designed and constructed to withstand wind pressure as provided for in Chapter 16. Exception: The Building Official may waive the engineering design requirements for signs if he/she finds that the signs will not create a hazard to private or public property due to the type, size, location or placement of the sign.

Appendix H: Signs: Section H105.4 shall be amended to read as follows:

Seismic load. Signs designed to withstand wind pressures shall be considered capable of withstanding earthquake loads, except as provided for in Chapter 16. Exception: The Building Official may waive the engineering design requirements

for signs if he/she finds that the signs will not create a hazard to private or public property due to the type, size, location or placement of the sign.

Section 4. Section 18.04.040 – Modifications to California Residential Code, is hereby amended to read as follows:

Sec. 18.04.040 - Modifications to California Residential Code.

The California Residential Code, 2025 Edition as adopted in Section 18.04.025(C) of this Chapter, is adopted with the following changes and modifications.

Section R105.3.2 shall be amended to read as follows:

> Time limitation of application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section R105.5 shall be amended to read as follows:

> Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.
>
> For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.
>
> Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Section R108.5 shall be amended to read as follows:

> Refunds.
>
> 1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
>
> 2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a

permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 5. Section 18.04.045 – Modifications to California Electrical Code, is hereby amended to read as follows:

Sec. 18.04.045 - Modifications to California Electrical Code.

The California Electrical Code, 2025 Edition, as adopted in Section 18.04.025(D) of this Chapter, is adopted with the following changes and modifications.

Annex H, Section 80.15 Electrical Board is deleted.

Annex H, Section 80.19(E) shall be amended to read as follows:

(E) Fees and Fee Refunds.

(1) Any political subdivision that has been provided for electrical inspection in accordance with the provisions of Article 80 may establish fees that shall be paid by the applicant for a permit before the permit is issued.

(2) The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

(3) The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

(4) The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

(5) The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Annex H, Section 80.19(H) shall be amended to include the following as a new paragraph (4):

(4) Time limitation of application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Annex H, Section 80.19(H)(7) shall be amended to include the following new paragraph (5):

(5) Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Annex H, Section 80.23, Notices of Violations, Penalties: Subsection (B)(3) is deleted.

Annex H, Section 80.27 Inspector Qualifications is deleted.

Section 6. Section 18.04.050 – Modifications to California Mechanical Code, is hereby amended to read as follows:

Sec. 18.04.050 - Modifications to California Mechanical Code.

The California Mechanical Code, 2025 Edition, as adopted in Section 18.04.025(E) of this Chapter, is adopted with the following changes and modifications.

Section 104.3.3 shall be amended to read as follows:

Section 104.3.3 Time Limitation of Application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in

writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in any time, for periods of not more than 180 calendar days each. Each extension required payment of a fee as established by the Board of Supervisors.

Section 104.4.3 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Expiration of Plan Review. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section 104.5, Subsection 104.5.3 Fee Refunds shall be amended to read as follows:

Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 7. Section 18.04.055 – Modifications to California Plumbing Code, is hereby amended to read as follows:

Sec. 18.04.055 - Modifications to California Plumbing Code.

The California Plumbing Code, 2025 Edition, as adopted in Section 18.04.025(F) of this Chapter, is adopted with the following changes and modifications:

Section 104.4.3 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Expiration of Plan Review. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section 104.5.3 shall be amended to read as follows:

Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a

permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 603.5.7 shall be amended to read as follows:

Outlets with Hose Attachments. Potable water outlets with hose attachments, other than water heater drains, boiler drains, and clothes washer connections, shall be protected by a nonremovable hose bibb-type backflow preventer, a nonremovable hose bibb-type vacuum breaker, or by an atmospheric vacuum breaker installed not less than 6 inches (152 mm) above the highest point of usage located on the discharge side of the last valve. In climates where freezing temperatures occur, a listed self-draining frost-proof hose bibb with an integral backflow preventer or vacuum breaker shall be used. One exterior hose bibb supplied by potable water shall be installed on each structure containing a Group R, Division 3 or Division 1 Occupancy.

Section 8. Section 18.04.060 – Modifications to California Fire Code, is hereby amended to read as follows:

Sec. 18.04.060 - Modifications to California Fire Code.

The California Fire Code, 2025 Edition, as adopted in Section 18.04.025(J) of this Chapter, is adopted with the following changes and modifications:

Section 202 definition of FIRE CHIEF shall be amended to read as follows:

FIRE CHIEF. The chief officer of the fire department serving the jurisdiction, or a duly authorized representative; areas not located in the jurisdiction of a fire district shall be under the authority of the Building Official.

Section 9. Findings

Pursuant to Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5, the Board of Supervisors expressly finds that this ordinance and the changes or modifications made herein to the 2025 edition of the California Building Standards Code, including the amendment requiring one exterior hose bibb for each residence and the adoption of Appendices C, G, H and I of the California Building Code; Appendices BB, BF, BG, BI, BJ, BO and CI of the California Residential Code; Annex H of the California Electrical Code; Appendices A, B, D, I and J of the California Plumbing Code, are reasonably necessary because of local climatic, geological and topographical conditions. The Board of Supervisors further finds in connection therewith as follows that the following climatic, geological and topographical conditions exist in the County:

1. Mendocino County is a rural coastal county in a high seismic zone, two known fault zones in the county are the Maacama Fault Zone located between Hopland and Laytonville; and active breaks along the San Andreas fault between Bolinas Bay (Marin County) and up to Point Delgada (Humboldt County).

2. Mendocino County is made up of rugged coastal and inland mountains and foothills, with intermittent valleys. Surface soils in Mendocino County vary from expansive to alluvial fan material, both expansive. Expansive soils swell and shrink with variations in moisture content resulting in (1) differential "settlement" of structures, and (2) variations in surface storm water runoff. In addition, soft soils in combination with the presence of a high water table can cause liquefaction in some sites in the event of a major earthquake shaking.

3. The California Department of Forestry and Fire Protection has designated the majority of Mendocino County as being either a High Severity Zone or a Very High Severity Zone.

4. As provided by Section 16.09 of the 2025 edition of the California Building Code, Mendocino County has a basic wind speed of 93 miles per hour (3 second gust).

5. Rainfall generally occurs between October and April, but does not occur during the warm summer months, when temperatures can exceed 100 degrees in parts of the County. During the summer months, dry winds and vegetation mix to create a hazardous fuel condition, which causes grassland and brushland fires each year. Particularly during times of high temperatures and low humidity, a fire can move quickly through the County.

The aforementioned findings identify the local climatic, geographical and topographical conditions which this Board has considered in adopting this ordinance. The Board finds that these conditions make the modifications as set forth herein reasonably necessary as said modifications will assist in mitigating the local climatic, geological and topographical conditions. These findings are intended to support each of the amendments to the building standards made as part of this ordinance based on local conditions.

Further, the Board finds that the amendments being made to the various Building Codes by this ordinance are the same amendments made by the County as part of its adoption of the 2022 Building Codes, and as such are permitted amendments pursuant to the Health and Safety Code Sections cited to in this Section 9.

Section 10. The Board of Supervisors hereby finds and determines that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines as it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. This finding and determination is based on the environmental determination of the Department of Planning and Building Services for this ordinance. The Director of Planning and Building Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

Section 11. Severability. If any provision, word, phrase, section or subsection of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision, word, phrase, section or subsection to other persons or circumstances shall not be affected thereby. To this end, the provisions of this ordinance are severable.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mendocino, State of California, on this 18th day of November, 2025, by the following roll call vote:

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

WHEREUPON, the Chair declared the Ordinance passed and adopted and **SO ORDERED**.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

Deputy

COUNTY OF MENDOCINO

DEPARTMENT OF PLANNING AND BUILDING SERVICES
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MEMORANDUM

DATE: **NOVEMBER 18, 2025**

TO: HONORABLE BOARD OF SUPERVISORS

FROM: RICHARD ANGLEY, CHIEF BUILDING OFFICIAL

SUBJECT: **PROPOSED ADOPTION OF THE 2025 CALIFORNIA BUILDING STANDARDS CODE, PARTS 1-12**

BACKGROUND:

Every three years, the State of California ("State") adopts the latest edition of the California Building Standards Code (herein referred to collectively as the "Codes") to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. The 2025 Edition of the California Building Standards Code was adopted by the California Building Standards Commission and published on July 1, 2025. Sections 17958 and 18941.5 of the California Health and Safety Code require that the latest edition of the Codes apply to local construction 180 days after publication; thus, State law requires that the Codes become effective at the local level on January 1, 2026.

ADOPTION PROCEDURE:

Government Code Section 50022.2 *et seq*. provides a procedure for the adoption of codes by reference. After the first reading of the title of the adopting ordinance and the title of the code to be adopted thereby, and of the title of the secondary codes therein adopted by reference, the Board shall schedule a public hearing, which shall be published once a week for two successive weeks in a newspaper of general circulation.

The Board of Supervisors introduced and waived the first reading of the ordinance proposed to amend the County's Chapter 18.04 to adopt the 2025 Codes by reference, and the Board also set the date of November 18, 2025, as the date for the required noticed public hearing and possible second reading and adoption of the ordinance.

ASSEMBLY BILL 130 (Chapter 22, Statutes of 2025)

Assembly Bill 130 made multiple changes to State planning and housing laws, including placing a six-year moratorium on local changes to residential building standards, unless the changes fit into one or more exceptions. One of the exceptions is that the changes being made "are substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025." As shown in the Information Bulletin of the Building Standards Commission (the "BSC") that is uploaded as part of this agenda packet, the BSC has interpreted this to mean local amendments that are being carried forward from a previously filed ordinance, including that adopting the 2022 Codes, with no material change in regulatory effect to the existing standards.

The Department proposed the same amendments to the Codes as were proposed as part of the adoption of the 2022 Codes. The majority of the County's amendments to the codes make changes that provide longer time frames for an applicant to commence work on a project or seek extensions of time, as well as

provide for fee refund procedures. The County's substantive amendments to the Codes include the hose bibb requirement and adoption of appendices.

SUMMARY:

Codes proposed for adoption and additional appendices are as follows:

2025 California Building Codes:
- 2025 California Administrative Code
- 2025 California Building Code Volume I & II
- 2025 California Residential Code
- 2025 California Electrical Code
- 2025 California Mechanical Code
- 2025 California Plumbing Code
- 2025 California Wildland-Urban Interface Code
- 2025 California Energy Code
- 2025 California Historical Building Code
- 2025 California Fire Code
- 2025 California Existing Building Code
- 2025 California Green Building Standards Code
- 2025 California Referenced Standards Code

California Building Code ("*CBC*") Appendix Chapters:
- Appendix C (Group U - Agricultural Buildings)
- Appendix G (Flood-Resistant Construction)
- Appendix H (Signs)
- Appendix I (Patio Covers)

California Residential Code ("*CRC*") Appendix Chapters:
- Appendix BB (Tiny Houses)
- Appendix BF (Patio Covers)
- Appendix BG (Sound Transmission)
- Appendix BI (Light Straw-Clay Construction)
- Appendix BJ (Strawbale Construction)
- Appendix BO (Existing Building and Structures)
- Appendix CI (Swimming Pool Safety Act)

California Electrical Code ("*CEC*") Appendix Chapters:
- Annex H (Administration and Enforcement)

California Plumbing Code ("*CPC*") Appendix Chapters:
- Appendix A (Recommended Rules for Sizing the Water Supply System)
- Appendix B (Explanatory Notes on Combination Waste and Vent Systems)
- Appendix D (Sizing Storm Water Drainage Systems)
- Appendix I (Installation Standards)
- Appendix J (Combination of Indoor and Outdoor Combustion and Ventilation Design)

The most notable change to the Codes is the addition of a new Part 7, the 2025 California Wildland-Urban Interface Code. This part has combined the International Wildland-Urban Interface Model Code; California Building Code Chapter 7A; California Residential Code Section R337; Title 14, California Code of Regulations, Chapter 7, Article 6, Subchapter 2, State Minimum Fire Safe Regulations; and certain requirements of the California Fire Code, Public Resources Code and Health and Safety Code into a single point of reference.

The 2025 Codes are available for review at the BSC's website: https://www.dgs.ca.gov/BSC/Codes, and hard copies are also available for inspection at the office of the Clerk of the Board of Supervisors, at 501 Low Gap Road, Room 1010, Ukiah, California, during regular business hours.

Prior to the adoption and enforcement of the Codes at the local level, State law permits jurisdictions to amend the Codes in certain circumstances. Pursuant to Sections 17958.5. and 17958.7 of the California Health and Safety Code, such amendments can only be enacted when an express finding and determination is made that such amendments are reasonably necessary because of local climatic, geological, topographical, or environmental conditions that affect the jurisdiction. Amendments that are necessary for local administrative clarification and do not modify Building Standards as defined in Section 18909(c) of the California Health and Safety Code can be enacted without the required express finding and determination.

Staff from the Department of Planning and Building Services have reviewed the Codes and are recommending a number of amendments. The proposed amendments have been carried through from the previous code cycle.

The proposed amendments are summarized as follows:

1) Administrative Amendments – Amendments to establish administrative regulations pertaining to the performance of plan check, the issuance of permits, the collection of fees, new definitions and other administrative standards.

2) Life Safety Amendments – Amendments related to standards related to structural design, egress standards, and limitation of building heights and/or building areas. At this time, staff is proposing carrying through amendments made to the 2022 California Building Code Vol. II, including but not limited to adding appendices related to signs and agricultural buildings.

Notable Proposed Amendments

All changes to the 2025 Codes are proposed to be carried through from the previous code adoption, which included the adoption and amendments to the California Building Code, section 105.3.2 related to the time limitations of applications for permits, Appendix C (Group U - Agricultural Buildings) related to agricultural building sizes and exemptions, and Appendix H (Signs) related to permit exemptions and engineering requirements; amendments to the California Residential Code, Section 105.3.2 related to the time limitations of applications for permits, Mechanical Code section 104.3.3 related to the time limitations of applications for permits, and 104.4.4 related to the expiration of permits, Electrical Code Annex (Appendix) H, Section 80.19 (E) and (H) and Plumbing Code section 104.3.3 related to the time limitations of permits; and amendments to the California Fire Code related to defining the Chief Building Inspector [Chief Building Official] as fire chief in certain circumstances.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The adoption of this ordinance exempt from the California Environmental Quality Act ("CEQA"). Section 15061(b)(3) of the State CEQA Guidelines exempts activities where it can be seen with certainty that there is no possibility that the activity may have a significant impact on the environment. The 2025 Codes will be required to be applied by State law. Further, the County has previously adopted all changes and appendices proposed for adoption at this time, so the adoption of the ordinance will cause no change in requirements imposed as compared to the current code cycle. There is no possibility that these changes will cause a significant impact on the environment.

RECOMMENDED ACTION:

Adoption of an Ordinance amending Chapter 18.04 of the Mendocino County Code and Adopting by Reference, with Local Amendments, Selected Provisions, Chapters and Appendices of Title 24 of the California Code of Regulations, 2025 Editions of the California Building Standards Code and Adopting Local Findings.

ALTERNATIVE ACTIONS:

The Board may direct staff to propose an adoption of the Codes with fewer, or no, local amendments; or take no action. "No action" would result in the continuation of obsolete references within Title 18, which may be confusing to the public or in conflict with mandated State regulation. However, even under the "no action" alternative, the State mandated Codes would still be applied by the Department of Planning and Building Services.

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 18.04 OF THE MENDOCINO COUNTY CODE AND ADOPTING BY REFERENCE WITH LOCAL AMENDMENTS, SELECTED PROVISIONS, CHAPTERS AND APPENDICES OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, 2025 EDITIONS OF THE CALIFORNIA BUILDING STANDARDS CODE, INCLUDING: (1) THE CALIFORNIA ADMINISTRATIVE CODE; (2) THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2; (3) THE CALIFORNIA RESIDENTIAL CODE; (4) THE CALIFORNIA ELECTRICAL CODE; (5) THE CALIFORNIA MECHANICAL CODE; (6) THE CALIFORNIA PLUMBING CODE; (7) THE CALIFORNIA ENERGY CODE; (8) THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE; (9) THE CALIFORNIA HISTORICAL BUILDING CODE; (10) THE CALIFORNIA FIRE CODE; (11) THE CALIFORNIA EXISTING BUILDING CODE; (12) THE CALIFORNIA GREEN BUILDING STANDARDS CODE; (13) THE CALIFORNIA REFERENCED STANDARDS CODE; AND ADOPTING LOCAL FINDINGS; AND MAKING OTHER TECHNICAL AND ADMINISTRATIVE REVISIONS TO TITLE 18

The Mendocino County Board of Supervisors ordain as follows:

Section 1. Section 18.04.025 – California Codes Adopted, is hereby amended to read as follows:

Sec. 18.04.025 - California Codes Adopted.

Subject to applicable sections of this title, the following primary and secondary codes are hereby adopted and incorporated into the Mendocino County Code by reference and as having the full legal effect as if their respective contents were set forth verbatim herein:

(A) CALIFORNIA ADMINISTRATIVE CODE, 2025 Edition, Part 1, as published by the International Code Council.

(B) CALIFORNIA BUILDING CODE, 2025 Edition, Part 2, Volumes I and II, together with Appendix C (Group U - Agricultural Buildings); Appendix G (Flood Resistant Construction); Appendix H (Signs); and Appendix I (Patio Covers) as published by the International Code Conference subject to the changes and modifications set forth in Section 18.04.035 and other provisions of this Title.

(C) CALIFORNIA RESIDENTIAL CODE, 2025 Edition, Part 2.5, together with Appendix BB (Tiny Houses); Appendix BF (Patio Covers); Appendix BG (Sound Transmission); Appendix BI (Light Straw-Clay Construction); Appendix BJ (Strawbale Construction); Appendix BO (Existing Building and Structures); and Appendix CI (Swimming Pool Safety Act), as published by the International Code Council, subject to the changes and modifications set forth in Section 18.04.040 and other provisions of this Title.

(D) CALIFORNIA ELECTRICAL CODE, 2025 Edition, Part 3, together with Annex H (Administration and Enforcement) as published by the National Fire Protection Association subject to changes and modifications set forth in Section 18.04.045 and other provisions of this Title.

(E) CALIFORNIA MECHANICAL CODE, 2025 Edition, Part 4, as published by the International Association of Plumbing and Mechanical Officials subject to the changes and modifications set forth in Section 18.04.050 and other provisions of this Title.

(F) CALIFORNIA PLUMBING CODE, 2025 Edition, Part 5, together with Appendix A (Recommended Rules for Sizing the Water Supply System); Appendix B (Explanatory Notes on Combination Waste and Vent Systems); Appendix D (Sizing Storm Water Drainage Systems); Appendix I (Installation Standards); Appendix J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design), as published by the International Association of Plumbing and Mechanical Officials, subject to the changes and modifications set forth in Section 18.04.055 and other provisions of this Title.

(G) CALIFORNIA ENERGY CODE, 2025 Edition, Part 6, as published by the International Code Council.

(H) CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2025 Edition, Part 7, as published by the International Code Council.

(I) CALIFORNIA HISTORICAL BUILDING CODE, 2025 EDITION, Part 8, as published by the International Code Council.

(J) CALIFORNIA FIRE CODE, 2025 Edition, Part 9, as published by the International Code Council subject to changes and modifications set forth in Section 18.04.060 and other provisions of this Title.

(K) CALIFORNIA EXISTING BUILDING CODE, 2025 edition, Part 10, as published by the International Code Council.

(L) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 Edition, Part 11, as published by International Code Council.

(M) CALIFORNIA REFERENCED STANDARDS CODE, 2025 Edition, Part 12, as published by the International Code Council.

Section 2. Section 18.04.030 – Modifications to All California Codes Adopted: Board of Appeals, is hereby amended to read as follows:

Sec. 18.04.030 - Modification to All California Codes Adopted: Board of Appeals.

Each of the California codes adopted by reference by this Title is amended to provide that the appellate body referred to therein, whether it be the "Board of Appeals" in Section 113 of the California Building Code, 2025 Edition or any other similar provision in the remaining California codes, shall be the Board of Building and Housing Appeals as constituted and empowered by Section 2.24.030 of the Mendocino County Code. In the event of any inconsistency, Section 2.24.030 of the Mendocino County Code shall prevail.

Section 3. Section 18.04.035 – Modifications to California Building Code, is hereby amended to read as follows:

Sec. 18.04.035 - Modifications to California Building Code.

The California Building Code, 2025 Edition, as adopted in Section 18.04.025(B) of this Chapter, is adopted with the following changes and modifications:

Section 105.3.2 shall be amended to read as follows:

Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section 105.5 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Section 109.6 shall be amended to read as follows:

Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the

original permittee no later than one year after the date of fee payment.

Appendix C: Agricultural Buildings: Section C102.1 shall be amended to read as follows:

General. Buildings classified as U Agricultural shall not exceed the area in Table C102.1 or the height limits in Title 20 of the Mendocino County Code.

Appendix H: Signs: Section H101.1 shall be amended to include the following as a second paragraph:

Notwithstanding any other provision of this appendix, all external lighting for signs shall be designed to be shielded or downcast in order to minimize the illumination of the nighttime sky.

Appendix H: Signs: Section H101.2 shall be amended to read as follows:

Signs exempt from permits. The following signs are exempt from the requirements to obtain a permit before erection:

1. Nonilluminated signs painted on exterior surface of existing permitted or legal nonconforming buildings or structures.

2. Temporary signs announcing the sale or rent of property.

3. Signs erected by transportation authorities.

4. Projecting signs not exceeding 2.5 square feet (0.23 m^2).

5. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.

6. Temporary signs on grade that are no higher than 7 feet in height above grade and no more than 32 square feet in size.

Exemption from the permit requirements of this Section shall not be deemed to grant authorization for any work done in any manner in violation of the provisions of Title 20 of the Mendocino County Code, or any other laws or ordinances of this jurisdiction.

Appendix H: Signs: Section H105.3 shall be amended to read as follows:

Wind load. Signs shall be designed and constructed to withstand wind pressure as provided for in Chapter 16. Exception: The Building Official may waive the engineering design requirements for signs if he/she finds that the signs will not create a hazard to private or public property due to the type, size, location or placement of the sign.

Appendix H: Signs: Section H105.4 shall be amended to read as follows:

Seismic load. Signs designed to withstand wind pressures shall be considered capable of withstanding earthquake loads, except as provided for in Chapter 16. Exception: The Building Official may waive the engineering design requirements

for signs if he/she finds that the signs will not create a hazard to private or public property due to the type, size, location or placement of the sign.

Section 4. Section 18.04.040 – Modifications to California Residential Code, is hereby amended to read as follows:

Sec. 18.04.040 - Modifications to California Residential Code.

The California Residential Code, 2025 Edition as adopted in Section 18.04.025(C) of this Chapter, is adopted with the following changes and modifications.

Section R105.3.2 shall be amended to read as follows:

Time limitation of application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section R105.5 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Section R108.5 shall be amended to read as follows:

Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a

permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 5. Section 18.04.045 – Modifications to California Electrical Code, is hereby amended to read as follows:

Sec. 18.04.045 - Modifications to California Electrical Code.

The California Electrical Code, 2025 Edition, as adopted in Section 18.04.025(D) of this Chapter, is adopted with the following changes and modifications.

Annex H, Section 80.15 Electrical Board is deleted.

Annex H, Section 80.19(E) shall be amended to read as follows:

(E) Fees and Fee Refunds.

(1) Any political subdivision that has been provided for electrical inspection in accordance with the provisions of Article 80 may establish fees that shall be paid by the applicant for a permit before the permit is issued.

(2) The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

(3) The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

(4) The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

(5) The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Annex H, Section 80.19(H) shall be amended to include the following as a new paragraph (4):

(4) Time limitation of application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Annex H, Section 80.19(H)(7) shall be amended to include the following new paragraph (5):

(5) Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Annex H, Section 80.23, Notices of Violations, Penalties: Subsection (B)(3) is deleted.

Annex H, Section 80.27 Inspector Qualifications is deleted.

Section 6. Section 18.04.050 – Modifications to California Mechanical Code, is hereby amended to read as follows:

Sec. 18.04.050 - Modifications to California Mechanical Code.

The California Mechanical Code, 2025 Edition, as adopted in Section 18.04.025(E) of this Chapter, is adopted with the following changes and modifications.

Section 104.3.3 shall be amended to read as follows:

Section 104.3.3 Time Limitation of Application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in

writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in any time, for periods of not more than 180 calendar days each. Each extension required payment of a fee as established by the Board of Supervisors.

Section 104.4.3 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Expiration of Plan Review. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section 104.5, Subsection 104.5.3 Fee Refunds shall be amended to read as follows:

Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 7. Section 18.04.055 – Modifications to California Plumbing Code, is hereby amended to read as follows:

Sec. 18.04.055 - Modifications to California Plumbing Code.

The California Plumbing Code, 2025 Edition, as adopted in Section 18.04.025(F) of this Chapter, is adopted with the following changes and modifications:

Section 104.4.3 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Expiration of Plan Review. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section 104.5.3 shall be amended to read as follows:

Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a

permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 603.5.7 shall be amended to read as follows:

Outlets with Hose Attachments. Potable water outlets with hose attachments, other than water heater drains, boiler drains, and clothes washer connections, shall be protected by a nonremovable hose bibb-type backflow preventer, a nonremovable hose bibb-type vacuum breaker, or by an atmospheric vacuum breaker installed not less than 6 inches (152 mm) above the highest point of usage located on the discharge side of the last valve. In climates where freezing temperatures occur, a listed self-draining frost-proof hose bibb with an integral backflow preventer or vacuum breaker shall be used. One exterior hose bibb supplied by potable water shall be installed on each structure containing a Group R, Division 3 or Division 1 Occupancy.

Section 8. Section 18.04.060 – Modifications to California Fire Code, is hereby amended to read as follows:

Sec. 18.04.060 - Modifications to California Fire Code.

The California Fire Code, 2025 Edition, as adopted in Section 18.04.025(J) of this Chapter, is adopted with the following changes and modifications:

Section 202 definition of FIRE CHIEF shall be amended to read as follows:

FIRE CHIEF. The chief officer of the fire department serving the jurisdiction, or a duly authorized representative; areas not located in the jurisdiction of a fire district shall be under the authority of the Building Official.

Section 9. Findings

Pursuant to Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5, the Board of Supervisors expressly finds that this ordinance and the changes or modifications made herein to the 2025 edition of the California Building Standards Code, including the amendment requiring one exterior hose bibb for each residence and the adoption of Appendices C, G, H and I of the California Building Code; Appendices BB, BF, BG, BI, BJ, BO and CI of the California Residential Code; Annex H of the California Electrical Code; Appendices A, B, D, I and J of the California Plumbing Code, are reasonably necessary because of local climatic, geological and topographical conditions. The Board of Supervisors further finds in connection therewith as follows that the following climatic, geological and topographical conditions exist in the County:

1. Mendocino County is a rural coastal county in a high seismic zone, two known fault zones in the county are the Maacama Fault Zone located between Hopland and Laytonville; and active breaks along the San Andreas fault between Bolinas Bay (Marin County) and up to Point Delgada (Humboldt County).

2. Mendocino County is made up of rugged coastal and inland mountains and foothills, with intermittent valleys. Surface soils in Mendocino County vary from expansive to alluvial fan material, both expansive. Expansive soils swell and shrink with variations in moisture content resulting in (1) differential "settlement" of structures, and (2) variations in surface storm water runoff. In addition, soft soils in combination with the presence of a high water table can cause liquefaction in some sites in the event of a major earthquake shaking.

3. The California Department of Forestry and Fire Protection has designated the majority of Mendocino County as being either a High Severity Zone or a Very High Severity Zone.

4. As provided by Section 16.09 of the 2025 edition of the California Building Code, Mendocino County has a basic wind speed of 93 miles per hour (3 second gust).

5. Rainfall generally occurs between October and April, but does not occur during the warm summer months, when temperatures can exceed 100 degrees in parts of the County. During the summer months, dry winds and vegetation mix to create a hazardous fuel condition, which causes grassland and brushland fires each year. Particularly during times of high temperatures and low humidity, a fire can move quickly through the County.

The aforementioned findings identify the local climatic, geographical and topographical conditions which this Board has considered in adopting this ordinance. The Board finds that these conditions make the modifications as set forth herein reasonably necessary as said modifications will assist in mitigating the local climatic, geological and topographical conditions. These findings are intended to support each of the amendments to the building standards made as part of this ordinance based on local conditions.

Further, the Board finds that the amendments being made to the various Building Codes by this ordinance are the same amendments made by the County as part of its adoption of the 2022 Building Codes, and as such are permitted amendments pursuant to the Health and Safety Code Sections cited to in this Section 9.

Section 10. The Board of Supervisors hereby finds and determines that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines as it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. This finding and determination is based on the environmental determination of the Department of Planning and Building Services for this ordinance. The Director of Planning and Building Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

Section 11. Severability. If any provision, word, phrase, section or subsection of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision, word, phrase, section or subsection to other persons or circumstances shall not be affected thereby. To this end, the provisions of this ordinance are severable.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mendocino, State of California, on this _____ day of _____, 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared the Ordinance passed and adopted and **SO ORDERED**.

ATTEST: Darcie Antle
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: Darcie Antle
Clerk of the Board

_____
Deputy

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 18.04 OF THE MENDOCINO COUNTY CODE AND ADOPTING BY REFERENCE WITH LOCAL AMENDMENTS, SELECTED PROVISIONS, CHAPTERS AND APPENDICES OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS, 2025 EDITIONS OF THE CALIFORNIA BUILDING STANDARDS CODE, INCLUDING: (1) THE CALIFORNIA ADMINISTRATIVE CODE; (2) THE CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2; (3) THE CALIFORNIA RESIDENTIAL CODE; (4) THE CALIFORNIA ELECTRICAL CODE; (5) THE CALIFORNIA MECHANICAL CODE; (6) THE CALIFORNIA PLUMBING CODE; (7) THE CALIFORNIA ENERGY CODE; (8) THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE; (9) THE CALIFORNIA HISTORICAL BUILDING CODE; (10) THE CALIFORNIA FIRE CODE; (11) THE CALIFORNIA EXISTING BUILDING CODE; (12) THE CALIFORNIA GREEN BUILDING STANDARDS CODE; (13) THE CALIFORNIA REFERENCED STANDARDS CODE; AND ADOPTING LOCAL FINDINGS; AND MAKING OTHER TECHNICAL AND ADMINISTRATIVE REVISIONS TO TITLE 18

The Mendocino County Board of Supervisors ordain as follows:

Section 1. Section 18.04.025 – California Codes Adopted, is hereby amended to read as follows:

Sec. 18.04.025 - California Codes Adopted.

Subject to applicable sections of this title, the following primary and secondary codes are hereby adopted and incorporated into the Mendocino County Code by reference and as having the full legal effect as if their respective contents were set forth verbatim herein:

(A) CALIFORNIA ADMINISTRATIVE CODE, ~~2022~~2025 Edition, Part 1, as published by the International Code Council.

(B) CALIFORNIA BUILDING CODE, 2025 ~~2022~~ Edition, Part 2, Volumes I and II, together with Appendix C (Group U - Agricultural Buildings); Appendix G (Flood Resistant Construction); Appendix H (Signs); and Appendix ~~(~~I~~)~~ (Patio Covers) as published by the International Code Conference subject to the changes and modifications set forth in Section 18.04.035 and other provisions of this Title.

(C) CALIFORNIA RESIDENTIAL CODE, 2025 ~~2022~~ Edition, Part 2.5, together with Appendix BB (Tiny Houses); Appendix ~~AH~~BF (Patio Covers); Appendix BG (Sound Transmission); Appendix BI (Light Straw-Clay Construction); Appendix BJ (Strawbale Construction); Appendix ~~AJ~~BO (Existing Building and Structures); ~~Appendix AK (Sound Transmission); Appendix AQ (Tiny Houses); Appendix AR (Light Straw-Clay Construction); Appendix AS (Strawbale Construction);~~ and Appendix ~~AX~~CI (Swimming Pool Safety Act), as published by the International Code Council, subject to the changes and modifications set forth in Section 18.04.040 and other provisions of this Title.

(D) CALIFORNIA ELECTRICAL CODE, 2025 ~~2022~~ Edition, Part 3, together with Annex H (Administration and Enforcement) as published by the National Fire Protection Association subject to changes and modifications set forth in Section 18.04.045 and other provisions of this Title.

(E) CALIFORNIA MECHANICAL CODE, 2025 ~~2022~~ Edition, Part 4, as published by the International Association of Plumbing and Mechanical

Officials subject to the changes and modifications set forth in Section 18.04.050 and other provisions of this Title.

(F) CALIFORNIA PLUMBING CODE, 2025 ~~2022~~ Edition, Part 5, together with Appendix A (Recommended Rules for Sizing the Water Supply System); Appendix B (Explanatory Notes on Combination Waste and Vent Systems); Appendix D (Sizing Storm Water Drainage Systems); Appendix I (Installation Standards); Appendix J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design), as published by the International Association of Plumbing and Mechanical Officials, subject to the changes and modifications set forth in Section 18.04.055 and other provisions of this Title.

(G) CALIFORNIA ENERGY CODE, 2025 ~~2022~~ Edition, Part 6, as published by the International Code Council.

(H) CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2025 Edition, Part 7, as published by the International Code Council.

(~~H~~I) CALIFORNIA HISTORICAL BUILDING CODE, 2025 ~~2022~~ EDITION, Part 8, as published by the International Code Council.

(~~I~~J) CALIFORNIA FIRE CODE, 2025 ~~2022~~ Edition, Part 9, as published by the International Code Council subject to changes and modifications set forth in Section 18.04.060 and other provisions of this Title.

(~~J~~K) CALIFORNIA EXISTING BUILDING CODE, 2025 ~~2022~~ edition, Part 10, as published by the International Code Council.

(~~K~~L) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 ~~2022~~ Edition, Part 11, as published by International Code Council.

(~~L~~M) CALIFORNIA REFERENCED STANDARDS CODE, 2025 ~~2022~~ Edition, Part 12, as published by the International Code Council.

Section 2. Section 18.04.030 – Modifications to All California Codes Adopted: Board of Appeals, is hereby amended to read as follows:

Sec. 18.04.030 - Modification to All California Codes Adopted: Board of Appeals.

Each of the California codes adopted by reference by this Title is amended to provide that the appellate body referred to therein, whether it be the "Board of Appeals" in Section 113 of the California Building Code, 2025 ~~2022~~ Edition or any other similar provision in the remaining California codes, shall be the Board of Building and Housing Appeals as constituted and empowered by Section 2.24.030 of the Mendocino County Code. In the event of any inconsistency, Section 2.24.030 of the Mendocino County Code shall prevail.

Section 3. Section 18.04.035 – Modifications to California Building Code, is hereby amended to read as follows:

Sec. 18.04.035 - Modifications to California Building Code.

The California Building Code, 2025 ~~2022~~ Edition, as adopted in Section 18.04.025(B) of this Chapter, is adopted with the following changes and modifications:

Section 105.3.2 shall be amended to read as follows:

Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section 105.5 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Section 109.6 shall be amended to read as follows:

Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Appendix C: Agricultural Buildings: Section C102.1 shall be amended to read as follows:

General. Buildings classified as U Agricultural shall not exceed the area in Table C102.1 or the height limits in Title 20 of the Mendocino County Code.

Appendix H: Signs: Section H101.1 shall be amended to include the following as a second paragraph:

Notwithstanding any other provision of this appendix, all external lighting for signs shall be designed to be shielded or downcast in order to minimize the illumination of the nighttime sky.

Appendix H: Signs: Section H101.2 shall be amended to read as follows:

Signs exempt from permits. The following signs are exempt from the requirements to obtain a permit before erection:

1. Nonilluminated signs painted on exterior surface of existing permitted or legal nonconforming buildings or structures.

2. Temporary signs announcing the sale or rent of property.

3. Signs erected by transportation authorities.

4. Projecting signs not exceeding 2.5 square feet (0.23 m^2).

5. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.

6. Temporary signs on grade that are no higher than 7 feet in height above grade and no more than 32 square feet in size.

Exemption from the permit requirements of this Section shall not be deemed to grant authorization for any work done in any manner in violation of the provisions of Title 20 of the Mendocino County Code, or any other laws or ordinances of this jurisdiction.

Appendix H: Signs: Section H105.3 shall be amended to read as follows:

Wind load. Signs shall be designed and constructed to withstand wind pressure as provided for in Chapter 16. Exception: The Building Official may waive the engineering design requirements for signs if he/she finds that the signs will not create a hazard to private or public property due to the type, size, location or placement of the sign.

Appendix H: Signs: Section H105.4 shall be amended to read as follows:

Seismic load. Signs designed to withstand wind pressures shall be considered capable of withstanding earthquake loads, except as provided for in Chapter 16.

Exception: The Building Official may waive the engineering design requirements for signs if he/she finds that the signs will not create a hazard to private or public property due to the type, size, location or placement of the sign.

Section 4. Section 18.04.040 – Modifications to California Residential Code, is hereby amended to read as follows:

Sec. 18.04.040 - Modifications to California Residential Code.

The California Residential Code, 2025 ~~2022~~ Edition as adopted in Section 18.04.025(C) of this Chapter, is adopted with the following changes and modifications.

Section R105.3.2 shall be amended to read as follows:

Time limitation of application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section R105.5 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Section R108.5 shall be amended to read as follows:

Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 5. Section 18.04.045 – Modifications to California Electrical Code, is hereby amended to read as follows:

Sec. 18.04.045 - Modifications to California Electrical Code.

The California Electrical Code, 2025 ~~2022~~ Edition, as adopted in Section 18.04.025(D) of this Chapter, is adopted with the following changes and modifications.

Annex H, Section 80.15 Electrical Board is deleted.

Annex H, Section 80.19(E) shall be amended to read as follows:

(E) Fees and Fee Refunds.

(1) Any political subdivision that has been provided for electrical inspection in accordance with the provisions of Article 80 may establish fees that shall be paid by the applicant for a permit before the permit is issued.

(2) The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

(3) The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

(4) The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

(5) The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Annex H, Section 80.19(H) shall be amended to include the following as a new paragraph (4):

(4) Time limitation of application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Annex H, Section 80.19(H)(7) shall be amended to include the following new paragraph (5):

(5) Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Annex H, Section 80.23, Notices of Violations, Penalties: Subsection (B)(3) is deleted.

Annex H, Section 80.27 Inspector Qualifications is deleted.

Section 6. Section 18.04.050 – Modifications to California Mechanical Code, is hereby amended to read as follows:

Sec. 18.04.050 - Modifications to California Mechanical Code.

The California Mechanical Code, 2025 ~~2022~~ Edition, as adopted in Section 18.04.025(E) of this Chapter, is adopted with the following changes and modifications.

Section 104.3.3 shall be amended to read as follows:

Section 104.3.3 Time Limitation of Application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in any time, for periods of not more than 180 calendar days each. Each extension required payment of a fee as established by the Board of Supervisors.

Section 104.4.3 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Expiration of Plan Review. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section 104.5, Subsection 104.5.3 Fee Refunds shall be amended to read as follows:

Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 7. Section 18.04.055 – Modifications to California Plumbing Code, is hereby amended to read as follows:

Sec. 18.04.055 - Modifications to California Plumbing Code.

The California Plumbing Code, 2025 ~~2022~~ Edition, as adopted in Section 18.04.025(F) of this Chapter, is adopted with the following changes and modifications:

Section 104.4.3 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a re-instatement fee established by the Board of Supervisors.

Expiration of Plan Review. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the Board of Supervisors.

Section 104.5.3 shall be amended to read as follows:

Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 603.5.7 shall be amended to read as follows:

Outlets with Hose Attachments. Potable water outlets with hose attachments, other than water heater drains, boiler drains, and clothes washer connections, shall be protected by a nonremovable hose bibb-type backflow preventer, a nonremovable hose bibb-type vacuum breaker, or by an atmospheric vacuum breaker installed not less than 6 inches (152 mm) above the highest point of usage located on the discharge side of the last valve. In climates where freezing temperatures occur, a listed self-draining frost-proof hose bibb with an integral backflow preventer or vacuum breaker shall be used. One exterior hose bibb supplied by potable water shall be installed on each structure containing a Group R, Division 3 or Division 1 Occupancy.

Section 8. Section 18.04.060 – Modifications to California Fire Code, is hereby amended to read as follows:

Sec. 18.04.060 - Modifications to California Fire Code.

The California Fire Code, 2025 ~~2022~~ Edition, as adopted in Section 18.04.025(~~H~~J) of this Chapter, is adopted with the following changes and modifications:

Section 202 definition of FIRE CHIEF shall be amended to read as follows:

FIRE CHIEF. The chief officer of the fire department serving the jurisdiction, or a duly authorized representative; areas not located in the jurisdiction of a fire district shall be under the authority of the Building Official.

Section 9. Findings

Pursuant to Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5, the Board of Supervisors expressly finds that this ordinance and the changes or modifications made herein to the 2025 edition of the California Building Standards Code, including the amendment requiring one exterior hose bibb for each residence and the adoption of Appendices C, G, H and I of the California Building Code; Appendices BB, BF, BG, BI, BJ, BO and CI of the California Residential Code; Annex H of the California Electrical Code; Appendices A, B, D, I and J of the California Plumbing Code, are reasonably necessary because of local climatic, geological and topographical conditions. The Board of Supervisors further finds in connection therewith as follows that the following climatic, geological and topographical conditions exist in the County:

1. Mendocino County is a rural coastal county in a high seismic zone, two known fault zones in the county are the Maacama Fault Zone located between Hopland and Laytonville; and active breaks along the San Andreas fault between Bolinas Bay (Marin County) and up to Point Delgada (Humboldt County).

2. Mendocino County is made up of rugged coastal and inland mountains and foothills, with intermittent valleys. Surface soils in Mendocino County vary from expansive to alluvial fan material, both expansive. Expansive soils swell and shrink with variations in moisture content resulting in (1) differential "settlement" of structures, and (2) variations in surface storm water runoff. In addition, soft soils in combination with the presence of a high water table can cause liquefaction in some sites in the event of a major earthquake shaking.

3. The California Department of Forestry and Fire Protection has designated the majority of Mendocino County as being either a High Severity Zone or a Very High Severity Zone.

4. As provided by Section 16.09 of the 2025 edition of the California Building Code, Mendocino County has a basic wind speed of 93 miles per hour (3 second gust).

5. Rainfall generally occurs between October and April, but does not occur during the warm summer months, when temperatures can exceed 100 degrees in parts of the County. During the summer months, dry winds and vegetation mix to create a hazardous fuel condition, which causes grassland and brushland fires each year. Particularly during times of high temperatures and low humidity, a fire can move quickly through the County.

The aforementioned findings identify the local climatic, geographical and topographical conditions which this Board has considered in adopting this ordinance. The Board finds that these conditions make the modifications as set forth herein reasonably necessary as said modifications will assist in mitigating the local climatic, geological and topographical conditions. These findings are intended to support each of the amendments to the building standards made as part of this ordinance based on local conditions.

Further, the Board finds that the amendments being made to the various Building Codes by this ordinance are the same amendments made by the County as part of its adoption of the 2022 Building Codes, and as such are permitted amendments pursuant to the Health and Safety Code Sections cited to in this Section 9.

Section 10. The Board of Supervisors hereby finds and determines that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines as it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. This finding and determination is based on the environmental determination of the Department of Planning and Building Services for this ordinance. The Director of Planning and Building Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

Section 11. Severability. If any provision, word, phrase, section or subsection of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision, word, phrase, section or subsection to other persons or circumstances shall not be affected thereby. To this end, the provisions of this ordinance are severable.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mendocino, State of California, on this _____ day of _____, 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared the Ordinance passed and adopted and **SO ORDERED**.

ATTEST: Darcie Antle
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: Darcie Antle
Clerk of the Board

_____
Deputy

ORDINANCE SUMMARY

This Ordinance is making several updates, revisions, and additions to various chapters of Title 18 of the Mendocino County Code regarding Building Regulations. Chapter 18.04 is being amended by adopting by reference the 2025 editions of the California Building Standards Code, which is comprised of the following: (1) the California Administrative Code; (2) the California Building Code, Volumes 1 and 2; (3) the California Residential Code; (4) the California Electrical Code; (5) the California Mechanical Code; (6) the California Plumbing Code; (7) the California Energy Code; (8) the California Wildland-Urban Interface Code; (9) the California Historical Building Code; (10) the California Fire Code; (11) the California Existing Building Code; (12) the California Green Building Standards Code; and (13) the California Referenced Standards Code. These new editions of the Building Standards Code become effective statewide on January 1, 2026. Amendments to Chapter 18.04 will also make certain revisions to those codes to reflect local conditions and administrative practices, and will adopt non-required appendices related to agricultural buildings, flood resistant construction, signs, patio covers, existing buildings and structures, sound transmission, light straw-clay construction, strawbale construction, swimming pool safety act, recommended rules for sizing the water supply system, explanatory notes on combination waste and vent systems, sizing storm water drainage systems, installation standards, combination indoor & outdoor combustion and ventilation opening design, and the Ordinance will adopt local findings for those revisions as required by State law.

Ukiah Daily Journal
415 Talmage Road Suite A
Ukiah, CA. 95482
legals@ukiahdj.com

PLANNING & BUILDING OF MENDOCINO CO
501 LOW GAP RD
UKIAH, CA 95482

Account Number: 3510006

Ad Order Number: 0006928696

Customer's Reference / PO Number: Ordered by Adrienne Thompson on 10/22/2025

Publication: Ukiah Daily Journal

Publication Dates: 10/28/2025, 11/04/2025

Amount: $665.08

Payment Amount: $665.08 *Payment Method:* Credit Card

Invoice Text: NOTICE OF PUBLIC HEARING
AND SUMMARY OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN THAT the Mendocino County Board of Supervisors at their regular meeting on Tuesday, November 18, 2025, at 9:00 a.m., or as soon thereafter as the item(s) may be heard, will conduct a public hearing on the following ordinance, and consider adoption of the ordinance, to be held in the Board of Supervisors Chambers, County Administration Center, 501 Low Gap Road, Ukiah, California. Meetings are live streamed and available for viewing on the Mendocino County YouTube page, at **https:// www.youtube.com/MendocinoCountyVideo** or by toll-free, telephonic live stream at 888-544-8306.

APPLICANT: MENDOCINO COUNTY PLANNING AND BUILDING SERVICES
REQUEST: Ordinance Amending Chapter 18.04 of the Mendocino County Code and Adopting by Reference, with Local Amendments, Selected Provisions, Chapters and Appendices of Title 24 of the California Code of Regulations, 2025 Editions of the California Building Standards Code and Adopting Local Findings.
LOCATION: All Unincorporated areas of Mendocino County, including the Coastal Zone.
ENVIRONMENTAL DETERMINATION: The project is Categorically Exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061(b)(3).
SUMMARY: This Ordinance is making several updates, revisions, and additions to various chapters of Title 18 of the Mendocino County Code regarding Building Regulations. Chapter 18.04 is being amended by adopting by reference the 2025 editions of the California Building Standards Code, which is comprised of the following: (1) the California Administrative Code; (2) the California Building Code, Volumes 1 and 2; (3) the California Residential Code; (4) the California Electrical Code; (5) the California Mechanical Code; (6) the California Plumbing Code; (7) the California Energy Code; (8) the California Wildland-Urban Interface Code; (9) the California Historical Building Code; (10) the California Fire Code; (11) the California Existing Building Code; (12) the California Green Building Standards Code; and (13) the California Referenced Standards Code. These new editions of the Building Standards Code become effective statewide on January 1, 2026. Amendments to Chapter 18.04 will also make certain revisions to those codes to reflect local conditions and administrative practices, and will adopt non-required appendices related to agricultural buildings, flood resistant construction, signs, patio covers, existing buildings and structures, sound transmission, light straw-clay construction, strawbale construction, swimming pool safety act, recommended rules for sizing the water supply system, explanatory notes on combination waste and vent systems, sizing storm water drainage systems, installation standards, combination indoor & outdoor combustion and ventilation opening design, and the Ordinance will adopt local findings for those revisions as required by State law.

Copies of the ordinance and the codes referenced above are available for public inspection and other details of this item are available at the office of the Clerk of the Board of Supervisors, 501 Low Gap Road, Room 1010, Ukiah, California, during regular business hours. The staff report, notice and related documents will be available for public review at 860 North Bush Street, Ukiah, California and on the Department of Planning and Building Services website at **https://www.mendocinocounty.gov/departments/planning-building-services/public-noticing**.

Comments can be submitted using our online eComment platform at **https://mendocino.legis tar.com/Calendar.aspx**. All submitted eComments will be made available to the Supervisors, staff, and the general public immediately upon submittal.

For details and a complete list of the latest available options by which to engage with agenda items, please visit: **https://www.mendocinocoun ty.gov/government/board-of-supervisors/public-engagement**.

The Board of Supervisors action on this matter shall be final. If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Department of Planning and Building Services or the Board of Supervisors at, or prior to, the public hearing. All persons are invited to appear and present testimony in this matter.

Additional information regarding the above noted item(s) may be obtained by calling the Clerk of the Board of Supervisors at 707-463-4441, Monday through Friday, 8:00 a.m. through 5:00 p.m., or the Department of Planning and Building Services at 707-234-6650, Monday through Friday, 8:00 a.m. through 5:00 p.m. Should you desire notification of the Board 's decision you may do so by requesting notification in writing and providing a self-addressed stamped envelope to the Clerk of the Board of Supervisors.

The County of Mendocino complies with 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 Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact the Clerk of the Board of Supervisors by calling 707-463-4441 at least five days prior to the meeting.
JULIA KROG, Director of Planning and Building Services 10-28/ & 11-4/2025

Ukiah Daily Journal
415 Talmage Road Suite A
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3510006

PLANNING & BUILDING OF MENDOCINO CO
501 LOW GAP RD
UKIAH, CA 95482

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

10/28/2025, 11/04/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
November 4th, 2025

Sue Fullbright

Sue Fullbright, LEGAL CLERK

Legal No. **0006928696**

NOTICE OF PUBLIC HEARING
AND SUMMARY OF PROPOSED ORDINANCE

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REQUEST: Ordinance Amending Chapter 18.04 of the Mendocino County Code and Adopting by Reference, with Local Amendments, Selected Provisions, Chapters and Appendices of Title 24 of the California Code of Regulations, 2025 Editions of the California Building Standards Code and Adopting Local Findings.
LOCATION: All Unincorporated areas of Mendocino County, including the Coastal Zone.
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SUMMARY: This Ordinance is making several updates, revisions, and additions to various chapters of Title 18 of the Mendocino County Code regarding Building Regulations. Chapter 18.04 is being amended by adopting by reference the 2025 editions of the California Building Standards Code, which is comprised of the following: (1) the California Administrative Code; (2) the California Building Code, Volumes 1 and 2; (3) the California Residential Code; (4) the California Electrical Code; (5) the California Mechanical Code; (6) the California Plumbing Code; (7) the California Energy Code; (8) the California Wildland-Urban Interface Code; (9) the California Historical Building Code; (10) the California Fire Code; (11) the California Existing Building Code; (12) the California Green Building Standards Code; and (13) the California Referenced Standards Code. These new editions of the Building Standards Code become effective statewide on January 1, 2026. Amendments to Chapter 18.04 will also make certain revisions to those codes to reflect local conditions and administrative practices, and will adopt non-required appendices related to agricultural buildings, flood resistant construction, signs, patio covers, existing buildings and structures, sound transmission, light straw-clay construction, strawbale construction, swimming pool safety act, recommended rules for sizing the water supply system, explanatory notes on combination waste and vent systems, sizing storm water drainage systems, installation standards, combination indoor & outdoor combustion and ventilation opening design, and the Ordinance will adopt local findings for those revisions as required by State law.

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Building Services website at **https://www.mendocinocounty.gov/departments/planning-building-services/public-noticing**.

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JULIA KROG, Director of Planning and Building Services 10-28/ & 11-4/2025

BUILDING STANDARDS COMMISSION
2525 Natomas Park Drive, Suite 130
Sacramento, California 95833-2936
(916) 263-0916 FAX (916) 263-0959

CALIFORNIA BUILDING STANDARDS COMMISSION INFORMATION BULLETIN 25-03

DATE: **September 22, 2025**

TO: **LOCAL BUILDING DEPARTMENTS**
STATE AGENCIES AND DEPARTMENTS
CBSC INTERESTED PARTIES

SUBJECT: **AB 130 (Chapter 22, Statutes of 2025) and Impact on Process for Local Amendments to Title 24, California Building Standards Code**

The purpose of this information bulletin is to alert local building departments, state agencies and departments, and interested parties of new requirements in the California Health & Safety Code (HSC) relating to changes in laws governing the Title 24 building standard local amendment process.

Background

Budget trailer bill AB 130 (Chapter 22, Statutes of 2025, see Sections 29-31 and 37-42 of the bill) became effective June 30, 2025, and enacted a moratorium on state and local building standards affecting residential units beginning October 1, 2025, and ending June 1, 2031. This bulletin seeks to provide local agencies guidance on these new laws now in effect.

Residential Units Not Defined

The scope of the moratorium on residential building standards enacted by AB 130 encompasses “residential units,” which is currently not defined in statute and regulation. As such, the commission interprets this to mean all Residential Group R occupancies, as listed in Section 310 of the California Building Code (Part 2 of Title 24), as well as detached one- and two-family dwellings and townhouses, as listed in the California Residential Code (Part 2.5 of Title 24). Specifically, the residential Group R occupancies listed in Section 310 of the CBC would include Residential Groups R-1, R-2, R-2.1, R-2.2, R-3, R-3.1, and R-4.

6-year Moratorium on Local Amendments Affecting Residential Units

AB 130 amends Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 relative to local amendments to Title 24, and prohibits cities and counties from making changes that are applicable to residential units, unless one of the following conditions is met:

(1) The changes or modifications are substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025.

The commission interprets this to mean a local amendment applicable to residential units being carried forward from a previously filed ordinance (i.e., an ordinance amending the 2022 edition of Title 24) with no material change in regulatory effect to the existing standards.

(2) The commission deems those changes or modifications necessary as emergency standards to protect health and safety.

The commission interprets this to mean a local ordinance that has been adopted on an emergency and/or urgency basis in order to protect the health and safety of the regulated community, and necessitates an emergency/urgency finding or justification be included with the ordinance along with other findings required by state law.

(3) The changes or modifications relate to home hardening.

The term "home hardening" is not defined in statute or regulation. As such, the commission interprets this to mean local amendments to the California Wildland-Urban Interface Code (Part 7 of Title 24). For local amendments that pertain to home hardening outside of Part 7, the commission may review in consultation with the Office of the State Fire Marshal.

(4) The building standards relate to home hardening and are proposed for adoption by a fire protection district pursuant to Section 13869.7.

As a reminder, local amendments made by fire protection districts are required to be filed with the Department of Housing and Community Development (HCD), not the California Building Standards Commission. If such ordinances are submitted to the commission, they will be referred to HCD for consideration.

(5) The changes or modifications are necessary to implement a local code amendment that is adopted to align with a general plan approved on or before June 10, 2025, and that permits mixed-fuel residential construction consistent with federal law while also incentivizing all-electric construction as part of an adopted greenhouse gas emissions reduction strategy.

The commission strongly recommends local agencies include the following information in their filed ordinance:

1. Clearly identify the adopted greenhouse gas reduction strategy and general plan approved on or before June 10, 2025, and

2. Clearly explain how the ordinance incentivizes all-electric construction and complies with federal law in permitting mixed-fuel residential construction.

The commission, in determining that a modification or change meets any of the criteria contained in paragraphs (1) through (5) above, may rely on a statement by the local agency to that effect.

The commission strongly recommends local agencies include a statement that cites the specific exception(s) from AB 130 that authorize all code changes affecting residential units contained within the filed ordinance. The commission will review this statement, along with reviewing the details of each local ordinance submitted to ensure compliance with these new laws.

Local Administrative Standards

The definition of "Building Standard" in Health and Safety Code Section 18909 includes the following statement relative to administrative standards:

Health and Safety Code Section 18909(c) "Building standard" includes a regulation or rule relating to the implementation or enforcement of a building standard not otherwise governed by statute, but does not include the adoption of procedural ordinances by a city or other public agency relating to civil, administrative, or criminal procedures and remedies available for enforcing code violations."

While the definition of "Building Standard" does not include specified administrative provisions, AB 130 authorizes changes or modifications related to administrative practices that are proposed for adoption during the intervening period pursuant to Section 18942, and exclusively result in any of the following:

(A) Reductions in time for a local agency to issue a postentitlement permit.

(B) Alterations to a local agency's postentitlement fee schedule.

(C) Modernization of, or adoption of, new permitting platforms and software utilized by the local agency.

(D) Reductions in cost of internal operation for a local agency.

(E) Establishment, alteration, or removal of local programs related to enforcement of building code violations or complaints alleging building code violations.

These administrative changes or modifications made may be filed with the commission and shall be reviewed by the commission, in consultation with the Department of Housing and Community Development, within 60 days of receipt, if requested by the local agency.

The commission interprets this to mean that a local jurisdiction is not required to include these or other administrative provisions which are not building standards within their ordinance, but they may if they choose. However, the commission and department will only review the administrative provisions specified in paragraphs (A) through (E) above if formally requested by the local agency, and requires the local agency to include this formal request in the cover letter or transmission email included with the ordinance filing.

Model Home Design Exception

AB 130 also amended Health and Safety Code 18938.5 relative to model home designs. Notwithstanding other laws, AB 130 authorizes that "the state and local building standards in effect at the time an application for a building permit is submitted, for a residential dwelling based on a model home design approved under those standards, shall apply to all future residential dwellings based on that approved model home design in the same jurisdiction, unless the model home design substantially changes at a later date or 10 years have passed since the building permit for the model home design was approved by the jurisdiction, whichever comes first."

The commission notes this new provision does not directly affect the programs, policies and laws under its purview (e.g., review/processing of state and local amendments, administration of the building standard code adoption process, codification and publication of Title 24, etc.). Therefore, the commission is unable to provide guidance on this statute and recommends local jurisdictions consult with their legal counsel and/or relevant industry associations.

Next Steps

In most cases, the commission cannot interpret statute on behalf of local authorities having jurisdiction. Due to the breadth and scope of AB 130 and its impact on the Title 24 local amendment process, the commission's goal is to provide uniform guidance to local jurisdictions and the regulated community and will continue to do so in the months ahead. Once again, the commission recommends that local jurisdictions consult with their legal counsel when implementing these new laws.

If you have any questions concerning this matter, please contact our office at (916) 263-0916 or email your inquiry to cbsc@dgs.ca.gov.

Stoyan Bumbalov

Stoyan Bumbalov
Executive Director

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4e)

To: BOARD OF SUPERVISORS
From: Executive Office
Meeting Date: November 18, 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: Atlas Pearson, Senior Deputy Clerk Final Status: **No Action Taken**
Date: November 18, 2025

COUNTY OF MENDOCINO California

El Reporte del CEO

Darcie Antle
Noviembre 18, 2025

Gobierno | Departamentos | Residentes | Negocio

Movember es el Mes de Conciencia sobre la Salud Masculina

Salud Pública se dedica a crear conciencia sobre los problemas de salud de los hombres, incluyendo la salud mental, la prevención del suicidio, el cáncer de próstata y el cáncer testicular.

Se anima a los hombres a:

Programar chequeos y exámenes médicos de rutina
Hablar abiertamente sobre la salud mental
Apoyar a amigos y familiares para que hagan lo mismo

Cuidar de tu salud no solo significa vivir más tiempo, sino vivir bien.

Hazte revisiones. Mantente fuerte. La detección temprana salva vidas.

Línea de crisis 24/7: 855-838-0404
Línea de apoyo emocional (no de crisis): 707-472-2311 o gratuita: 833-955-2510

Plan Estrategico del Condado De Mendocino

En Mayo de 2022, la Junta de Supervisores del Condado de Mendocino aprobó el primer plan estratégico de cinco años que ayudará a guiar las decisiones críticas que enfrentará la Junta de Supervisores durante los próximos cinco años con el objetivo final de mejorar la calidad de vida de los residentes del Condado. Los informes departamentales se alinearán con el plan estratégico.

¡Haga clic AQUI para descargar el Plan Estratégico.

Departamentos y Divisiones

Agricultura

El Departamento de Agricultura y Pesas y Medidas celebra el fin de la temporada de cosecha de cultivos clave como uvas para vino, peras y cannabis, mientras inicia actividades de preparación para el invierno. El Departamento ha completado el Informe de Cultivos 2022 y está recopilando datos de producción agrícola para 2023 y 2024, con las encuestas ahora disponibles electrónicamente.

Pesas y Medidas completó recientemente inspecciones de estaciones de carga rápida AC y DC en colaboración con el CDFA y recuerda a los clientes revisar la exactitud de los registros de dispositivos comerciales antes del ciclo de facturación de 2026. La certificación anual de dispositivos sigue siendo obligatoria y se recomienda programar citas para las inspecciones.

El Departamento agradece la continua cooperación de los agricultores, ganaderos y usuarios de dispositivos registrados mientras avanzamos hacia 2026.

Haga clic AQUÍ para leer más...

Beneficios de Salud para Empleados

Aprenda sobre los próximos cambios en los beneficios de farmacia y cómo prepararse para ellos, incluyendo consejos para trabajar con su médico y acceder a farmacias dentro de la red.

Haga clic AQUÍ para leer más...

Cumbre de Salud

La LAO se enfoca en los problemas fiscales y de política de Medi-Cal derivados de la H.R. 1

La Oficina del Analista Legislativo (LAO) publicó un informe sobre el programa Medi-Cal a finales de octubre, destacando varios temas fiscales y de política pública que la Legislatura debe considerar. El informe señala que los costos de Medi-Cal están aumentando mientras que las perspectivas del presupuesto estatal se están ajustando. Además, la implementación de la H.R. 1 resultará en la pérdida de muchos miles de millones de dólares en fondos federales y generará nuevas cargas de trabajo y costos para los proveedores, los condados y el estado, con costos estatales que podrían llegar a varios miles de millones de dólares anuales.

El informe se enfoca en tres preguntas para que la Legislatura considere:

1. ¿Cómo debe implementarse la H.R. 1?
2. ¿Qué cambios podrían ser necesarios en la elegibilidad, los beneficios y el financiamiento?
3. ¿Cómo puede el estado responder al aumento de la población sin seguro médico?

La LAO recomienda que la Legislatura realice una supervisión temprana de las decisiones de implementación de la administración y que proporcione dirección de política a través de legislación. La LAO señala que el estado no tiene la capacidad fiscal para compensar toda la pérdida de ingresos federales que resultará de la implementación de la H.R. 1. Además, el informe indica que cualquier modificación al programa Medi-Cal implicará importantes decisiones sobre acceso, costos y otras prioridades.
Finalmente, si la Legislatura quiere apoyar a las personas que pierdan su cobertura de salud, la LAO recomienda explorar nuevos enfoques, buscar soluciones creativas y reequilibrar sus prioridades fiscales y programáticas. El informe también señala que los programas de atención médica para personas indigentes administrados por los condados podrían ayudar a cubrir las brechas en los servicios de salud.

Haga clic AQUÍ para ver el informe…

Instalaciones y Flota

Misión de Instalaciones y Flota: Proporcionar un entorno de trabajo accesible, eficiente, seguro, limpio y cómodo para todos los empleados y el público en general que utilizan nuestros edificios y propiedades.

Las instalaciones y la flota mantienen la infraestructura vital y los servicios relacionados que permiten a los empleados del condado servir a los ciudadanos del condado de Mendocino.

Los proyectos de expansión de la cárcel SB844 y del centro de salud psiquiátrica están progresando hacia su finalización, y se espera que ambos finalicen a principios de 2026.

Haga clic AQUÍ para leer más...

Oficina Ejecutiva - División de Desarrollo Económico

En octubre de 2025, la División de Desarrollo Económico brindó asistencia técnica a microempresas y emprendedores, se reunió con partes interesadas para impulsar proyectos desarrollados a partir de reuniones sectoriales y trabajó en el cierre de la Subvención de Asistencia Técnica para Microempresas CDBG 2021, administrada por el Centro de Desarrollo Empresarial WEST.

Desarrollo Económico por Industria: Próximas Reuniones Sectoriales
El personal de la División continúa realizando reuniones de la serie “Desarrollo Económico por Sector Industrial” para fomentar la colaboración y establecer objetivos concretos para la sostenibilidad y el crecimiento económico. En 2025 se han llevado a cabo cinco reuniones. La última reunión de la serie se realizará

en diciembre y estará dedicada al sector de Artes y Turismo Recreativo:

Reunión del Sector de Desarrollo Económico de Artes y Turismo Recreativo
Viernes 5 de Diciembre, 10:00 a 12:30 pm
Edificio Conmemorativo de Veteranos de Boonville
14470 Carretera 128, Boonville, CA 95415
Para registrarse en línea, haga clic AQUI.
¿No puedes asistir? Da tu opinión a través de la encuesta en línea .

Haga clic AQUÍ para leer más...

Oficina Ejecutiva - Fiscal

Para ayudar a reducir el déficit del presupuesto del Año Fiscal 2025-26, se les pidió a los departamentos del Fondo General del Condado que hicieran un recorte en Sueldos y Beneficios (Serie 1000) basado en un factor de deserción del 6%, lo cual sumó $5,246,657 entre todos los departamentos. Este porcentaje se calculó usando el promedio histórico de empleados que dejan sus puestos en el Condado. El 6% se ajustó de manera conservadora para tomar en cuenta los cambios normales de personal durante el año fiscal.

Según los gastos reales de nómina hasta octubre de 2025, y usando la nómina más reciente para estimar el resto del año, el Condado espera lograr $4,645,000, un poco más del 85% del total de $5,246,657.
El Condado debe seguir siendo cuidadoso y continuar con los procesos de Contratación Estratégica para alcanzar todos los ahorros proyectados por deserción para el AF 2025-26.

Además, el Condado debe asegurarse de que los fondos de una sola vez se usen solamente para gastos de una sola vez.

Haga clic AQUÍ para ver el Informe Presupuestario Acumulado del Año.

Oficina Ejecutiva - Unidad de Contratos

La unidad de contratos trabaja directamente con los departamentos del condado para ejecutar contratos y enmiendas, garantizando así su conformidad con la póliza del condado. Desde abril de 2024, la unidad de contratos ha gestionado los procesos de revisión de más de 2,350 contratos, incluyendo más de 460 con fecha de entrada en vigor a partir del 1 de julio de 2025. Además, la unidad de contratos finalizó los contratos para la distribución de fondos a los veintiún distritos/agencias locales de bomberos que reciben fondos de la Medida D, la Medida P y la Propuesta 172. Estos contratos distribuyen los fondos del cuarto trimestre del año fiscal 2024-25. Finalmente, como resultado de la primera revisión por parte de los supervisores del condado de las modificaciones a la Políza de Arrendamiento y Contratación del Condado (Políza Numero 1) el 7 de octubre de 2025, la unidad de contratos continuó actualizando los flujos de trabajo de aprobación de Cobblestone para adaptarlos a los nuevos requisitos.

RECURSOS PÚBLICOS:

El Condado de Mendocino mantiene un portal de acceso público donde se pueden consultar los contratos. La pantalla de búsqueda inicial del portal permite a los usuarios buscar todos los contratos del condado por departamento, número de contrato, autoridad aprobadora, contratista o palabra clave. La lista generada por la búsqueda inicial se puede refinar si es necesario.

https://contracts.mendocinocounty.org

Haga clic AQUÍ para leer más…

Oficina Ejecutiva - Unidad de Subvenciones

En octubre, la Unidad de Subvenciones logró avances significativos en varios proyectos clave del Condado. En colaboración con la División de Prevención, Recuperación, Resiliencia y Mitigación (PRRM), el equipo revisó la solicitud para CAL FIRE con el fin de mejorar su competitividad, basándose en la retroalimentación recibida de dicha entidad. Simultáneamente, el personal continuó elaborando solicitudes de subvención para proyectos del Programa de Ingresos del Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG) y la Notificación de Oportunidad de Financiamiento (NOFA) de 2025 con socios comunitarios. La unidad también impulsó el proyecto de Limpieza de Covelo mediante la organización de una visita al sitio como paso fundamental en el proceso de selección de proveedores (RFP). Estos esfuerzos subrayan el compromiso continuo de la división con el fomento de la resiliencia comunitaria, el apoyo al desarrollo económico y la garantía de una gestión eficaz de las subvenciones.

Durante el año fiscal 2025-26, la Unidad de Subvenciones colaboró con los departamentos del Condado para presentar 3 solicitudes de subvención por un total de 11,3 millones de dólares. Además, la unidad apoya la gestión de 15 subvenciones que superan los 16,2 millones de dólares para la Oficina Ejecutiva.

Haga clic AQUÍ para leer más…

Oficina de Servicios de Emergencia

La Oficina de Servicios de Emergencia (OES, por sus siglas en inglés) del Condado de Mendocino es la principal agencia local de coordinación para emergencias y desastres que afectan a los residentes, la infraestructura pública y las operaciones gubernamentales en el Área Operativa (AO) del Condado de Mendocino. El AO del Condado de Mendocino incluye el condado y sus ciudades, pueblos y distritos especiales, en coordinación con las tribus.

La Oficina de Servicios de Emergencia (OES) del Condado de Mendocino asistió a una reunión regional del Departamento de Recursos Hídricos sobre inundaciones. El personal de la OES también ofreció una charla al público y distribuyó materiales de preparación en un foro sobre incendios forestales y seguros en Willits. La OES participó en las reuniones del Comité Multijurisdiccional de Planificación para la Mitigación de Riesgos en todo el condado como parte de la actualización del plan. La OES instaló un puesto

informativo en el Festival de la Calabaza en Ukiah para difundir información sobre preparación para emergencias. La OES visitó el Campamento Mendocino del Club de Niños y Niñas y ofreció consejos sobre planificación y preparación al personal. Asimismo, la OES aportó información sobre la ruta de acceso de emergencia propuesta en Firco Road para los servicios de emergencia.

Haga clic AQUÍ para leer más…

Prevención, Recuperación, Resiliencia y Mitigación

Durante octubre de 2025, el equipo de Prevención, Recuperación, Resiliencia y Mitigación (PRRM) logró avances significativos en diversos proyectos diseñados para fortalecer la preparación y la resiliencia ante desastres en el condado de Mendocino. Estos proyectos se financian mediante varias subvenciones destinadas a mejorar la resiliencia y la preparación comunitaria ante desastres. Entre las fuentes de financiamiento específicas se incluyen el Programa de Subvenciones para la Mitigación de Riesgos (HMGP) de FEMA, las subvenciones de CAL FIRE, el Departamento de Recursos Hídricos (DWR), el programa de Construcción de Infraestructura y Comunidades Resilientes (BRIC) y los fondos de la Subvención Global para el Desarrollo Comunitario para la Planificación y el Servicio Público (CDBG-PPS). El personal también finalizó propuestas, emitió y revisó solicitudes de propuestas (RFP) y preparó contratos para su aprobación por la Junta. A pesar de los desafíos constantes, como la incertidumbre en la financiación federal y los retrasos en los proyectos, el equipo sigue encaminado a cumplir con los hitos críticos previstos para finales de 2025 y durante 2026.

Haga clic AQUÍ para leer más…

Programa de Bienestar del Empleado (MCWOW)

MCWOW está aquí para ayudar a los empleados del Condado y a sus esposos, esposas o parejas elegibles a mantenerse saludables mientras termina el año 2025 del Programa de Incentivos de Bienestar y nos preparamos para un emocionante 2026. Esta temporada, estamos destacando recursos y eventos pensados para apoyar la salud de nuestros empleados de manera sencilla y útil:

- Herramientas para Apoyar una Vida Libre de Tabaco: Terapia de reemplazo de nicotina (NRT) GRATUITA y asesoramiento de salud certificado están disponibles para ayudar a los empleados del Condado y a sus parejas domésticas cubiertos a reducir o dejar el uso de tabaco.
- Demostraciones de Cocina Saludable para las Fiestas: Ofrecidas en Fort Bragg, Willits y Ukiah, estas capacitaciones de nutrición brindan a los empleados del Condado consejos prácticos para preparar comidas nutritivas y accesibles, además de la oportunidad de fortalecer la conexión con sus compañeros de trabajo.
- Protégete contra la Gripe: Aunque las clínicas en el lugar de trabajo de MCWOW han terminado, las vacunas contra la gripe siguen disponibles a través del plan de salud del Condado y en las clínicas de salud pública sin cita previa.

Te invitamos a aprovechar estas oportunidades y seguir construyendo rutinas saludables este otoño e invierno.

Haga clic AQUÍ para leer más…

Recursos Humanos

El Departamento de Recursos Humanos continúa apoyando el compromiso del Condado con el reconocimiento, la retención y la excelencia en el desempeño de los empleados. Este reporte destaca los principales datos y actividades de la fuerza laboral durante el período del reporte, con un enfoque en "Café con Recursos Humanos" y la preparación sobre Registros de Horas y Nómina. Estos reconocimientos reflejan la dedicación y las contribuciones de los empleados del Condado y subrayan nuestros esfuerzos continuos por promover una cultura de aprecio y alto rendimiento.

Gobierno del Condado Eficaz

Café con Recursos Humanos
La serie bimensual continúa en noviembre con ¡Pregúntale a Recursos Humanos!, una sesión de preguntas y respuestas abierta donde el personal puede interactuar directamente con el equipo de Recursos Humanos, hacer preguntas, obtener información y compartir comentarios sobre temas relacionados con recursos humanos. De cara a 2026, la serie contará con tres presentaciones mensuales diseñadas para brindar información esencial al personal: Licencias y Adaptaciones según la ADA en enero, Prevención de Acoso y Discriminación en febrero, y Actualización de la Ley Laboral en marzo.

Entrenamiento en Registros de Horas y Nómina
Se ha desarrollado y lanzado un entrenamiento de repaso para todo el personal involucrado en la revisión de hojas de tiempo o nóminas. El entrenamiento garantiza un entendimiento estandarizado de las leyes laborales aplicables, los códigos y los MOUs de las unidades de negociación, y proporciona orientación para completar los procesos de nómina de manera eficiente y precisa. La primera sesión se llevó a cabo el 30 de octubre, con 24 empleados de nómina en asistencia.

Salud Ambiental

La división de Salud Ambiental continúa avanzando hacia la iniciativa estratégica de digitalizar los archivos de Uso de Suelo, Residuos Sólidos y Protección al Consumidor. Una vez completado, las comunidades públicas y reguladas se beneficiarán de un acceso más rápido a los registros, una mayor transparencia y prestación de servicios incluso cuando el departamento opera con personal reducido.

La división se reparte entre dos oficinas, una en la costa y otra en el interior. Históricamente, una división con personal completo incluía 12 inspectores, cinco empleados administrativos y 4 empleados de gestión. En los últimos dos ejercicios fiscales, el Departamento de Salud Ambiental ha recibido apoyo para cubrir puestos vacantes financiados con tarifas, pero muy pocos candidatos

cualificados se presentaron para cubrir las diversas vacantes. La división, con su personal actual, incluye seis inspectores, tres empleados administrativos y tres empleados de gestión. En consecuencia, los recursos humanos se están reasignando internamente para ayudar con los mandatos del programa priorizados por los factores de riesgo para la salud pública. Los inspectores realizan múltiples inspecciones de programas durante sus visitas a las instalaciones para optimizar el tiempo. El personal administrativo colabora con las asignaciones de trabajo de campo y las revisiones de planes de proyecto. Todo el personal atiende las necesidades administrativas del público, ya sea por correo electrónico, en ventanilla o por teléfono.

Haga clic AQUÍ para leer más…

Salud Publica

Salud Pública se compromete a mantener a nuestra comunidad informada y saludable. Este mes nos enfocamos en la salud de los hombres, la concienciación sobre la diabetes, la salud materna e infantil y el bienestar de los niños en cuidado de crianza. Descubra recursos, eventos y consejos diseñados para ayudarle a usted y a sus seres queridos a vivir de manera más segura y saludable.

Haga clic AQUÍ para leer más…

Servicios de Cuidado De Animales



Enfoque en Rusty

Rusty es ese mejor amigo tonto que siempre trae diversión. Es el alma de la fiesta, el acaparador de juguetes y el campeón de zoomie en un paquete con cara de pecas. Amigable con las personas y los cachorros por igual, está buscando una familia activa que aprecie un poco de caos, mucho amor y no le importe el pelo de perro como accesorio.

Gustos: Juguetes (todos ellos), nuevos amigos (de dos patas Y de cuatro patas) y sesiones espontáneas de zoomie.
No le gusta: Sentarse quieto durante demasiado tiempo (¡la vida es demasiado corta!).
Actualmente trabajando en: Obediencia básica... porque aparentemente "sentarse" significa más que una simple sugerencia.

Haga clic AQUÍ para leer más...

Servicios de Manutención Infantil

El Departamento de Servicios de Manutención de Niños del Condado de Mendocino se esfuerza por "Ayudar a los padres a invertir en sus hijos". Nuestra misión es servir a los niños y sus familias estableciendo la paternidad y haciendo cumplir las órdenes de manutención de manera justa y equitativa.

Haga clic AQUÍ para leer más...

Servicios de Planificación y Construcción

El Departamento de Servicios de Planificación y Construcción ("PBS", por sus siglas en inglés) continúa avanzando en su misión de ofrecer un servicio eficaz, transparente y receptivo para la comunidad del Condado de Mendocino. En octubre, el Departamento logró avances significativos en varias iniciativas clave, incluida la integración de la División de Cannabis en PBS y los esfuerzos continuos de reclutamiento para reforzar la capacidad de personal. Estos cambios están diseñados para mejorar la eficiencia operativa, optimizar el servicio al cliente y apoyar los objetivos estratégicos a largo plazo del Departamento.

Tras la aprobación de la Junta de Supervisores en septiembre, PBS se prepara para implementar un nuevo sistema de gestión de permisos, Accela. Aunque el contrato de software ya está asegurado, el Departamento ahora se centra en identificar un contratista de implementación para guiar la transición. Una vez en funcionamiento, se espera que este sistema agilice los procesos de permisos y mejore su accesibilidad tanto para el personal como para el público. Además, el nuevo calendario de tarifas de cannabis, aprobado en septiembre, entrará en vigor el 22 de noviembre de 2025. Se recomienda a los solicitantes de permiso de cannabis a presentar sus solicitudes pronto para aprovechar las tarifas vigentes.

PBS también sigue comprometido con el desarrollo profesional y la colaboración interinstitucional. El personal participó en importantes conferencias de capacitación y planificación en octubre, incluidas la formación de la California Building Officials (CALBO), la conferencia anual de la California Association of Code Enforcement Officers (CACEO) y la red de la Rural Planning Leadership & Academy Network (RPLAN). Estas oportunidades respaldan el desarrollo del personal, fomentan asociaciones regionales y aseguran que PBS se mantenga alineado con las mejores prácticas en planificación, aplicación y participación comunitaria.

Haga clic AQUÍ para leer más...

Servicios de Salud Conductual y Recuperación

Servicios de Salud Conductual y Recuperación (BHRS) está comprometido con apoyar el bienestar mental, emocional y físico de nuestra comunidad. Este mes, destacamos recursos, eventos y programas enfocados en la concienciación sobre el estrés, la salud de hombres y mujeres, la prevención del consumo de sustancias y el apoyo a poblaciones vulnerables. Descubre cómo puedes cuidar de ti mismo, de tu familia y de tu comunidad.

Haga clic AQUÍ para leer más...

Servicios Sociales

MCDSS Lanza Entrenamiento de Conciencia de Seguridad y Desescalada

El lunes 27 de octubre de 2025, MCDSS lanzó su nuevo Entrenamiento de Conciencia de Seguridad y Desescalada para el personal del departamento, comenzando con presentaciones en Ukiah y Fort Bragg. Se ofrecerán sesiones adicionales en Willits en las próximas semanas. Estas sesiones se enfocan en identificar señales tempranas de escalada, responder de manera adecuada y utilizar herramientas y recursos cuando el personal pueda sentirse inseguro. El director de Special Investigations Unit, Brandon McGregor, y el Analista Departamental, Antonio Renteria, continuarán dirigiendo estos entrenamientos, brindando oportunidades para que el personal aprenda, comparta experiencias, haga preguntas y construya una comunidad de seguridad más fuerte por todo el departamento.

Haga clic AQUÍ para leer más...



VEN & VISITA

Campus Principal de Ukiah:
501 Low Gap Road
Ukiah, CA 95482

PONERSE EN CONTACTO

Directorio del Condado
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COUNTY OF MENDOCINO
California

The CEO Report

Darcie Antle
November 18, 2025

Government | Departments | Residents | Business

Movember is Men's Health Awareness Month

Public Health is dedicated to raising awareness about men's health issues, including mental health, suicide prevention, prostate cancer, and testicular cancer.

Men are encouraged to:
Schedule routine checkups and screenings
Talk openly about mental health
Support friends and family members to do the same

Taking care of your health isn't just about living longer — it's about living well.

Get Checked. Stay Strong. Early detection saves lives.

24/7 Crisis Line: 855-838-0404
Warm Line for Non-Crisis Emotional Support: 707-472-2311 or Toll-Free: 833-955-2510

Mendocino County Strategic Plan

In May 2022, the Mendocino County Board of Supervisors approved the first five-year strategic plan that will help guide the critical decisions the Board of Supervisors will face over the next five years with the ultimate goal of improving the quality of life for County residents. Departmental reporting will align with the strategic plan.

Click HERE to download the Strategic Plan.

Agriculture

The Department of Agriculture and Weights & Measures celebrates the end of the harvest season for key crops like wine grapes, pears, and cannabis, while beginning winterization activities. The Department has completed the 2022 Crop Report and is collecting agricultural production data for 2023 and 2024, with surveys now available electronically.

Weights & Measures recently completed inspections of AC and DC fast-charging stations in partnership with the CDFA and reminds customers to review commercial device registrations for accuracy ahead of the 2026 billing cycle. Annual device certification remains mandatory, and appointments for inspections are encouraged.

The Department appreciates the continued cooperation of local farmers, ranchers, and registered device users as it moves into 2026.

Click HERE to read more...

Animal Care Services



Spotlight on Rusty

Rusty is that goofy best friend who always brings fun. He's the life of the party, the toy hoarder, and the zoomie champion rolled into one freckle-faced package. Friendly with people and pups alike, he's looking for an active family who appreciates a little chaos, a lot of love, and doesn't mind dog hair as an accessory.

Likes: Toys (all of them), new friends (two legged AND four-legged), and spontaneous zoomie sessions.
Dislikes: Sitting still for too long (life's too short!).
Currently working on: Basic obedience… because apparently "sit" means more than just a suggestion.

Click HERE to read more...

Behavioral Health & Recovery Services

Behavioral Health & Recovery Services (BHRS) is committed to supporting the mental, emotional, and physical well-being of our community. This month, we highlight resources, events, and programs focused on stress awareness, men's and women's health, substance use prevention, and supporting vulnerable populations. Learn how you can take care of yourself, your family, and your

community.

Click HERE to read more...

Child Support

The Mendocino County Department of Child Support Services strives to “Help Parents Invest in their Children”. Our mission is to serve children and their families by establishing parentage and enforcing support orders in a fair and equitable manner.

Click HERE to read more...

Employee Benefits

Learn about upcoming changes to pharmacy benefits and how to prepare for them, including tips for working with your prescriber and accessing in-network pharmacies.

Click HERE to read more...

Environmental Health

The Environmental Health Division of Public Health continues to progress toward the strategic initiative to digitize Land Use, Solid Waste, and Consumer Protection files. Once completed, the public and regulated facilities will benefit from faster access to records, enhanced transparency, and service delivery even as the department operates with reduced staffing.

The division is split between two offices, one coastal and the other inland. Full staffing for the division historically included 12 inspectors, 5 administrative staff, and 4 management staff. Over the past 2 fiscal years Environmental Health has received support to fill vacant fee-supported positions, but very few qualified candidates applied to fill the various vacancies. Current staffing includes 6 inspectors, 3 administrative staff, and 3 management staff. As a result, staff resources are being shifted internally to assist with program mandates prioritized by public health risk factors. Field inspectors are conducting multiple program inspections when on-site to utilize time more efficiently. Management staff are assisting with field work assignments as well as project plan reviews. All staff are supporting the public administrative needs whether that is via email, at front counters, or on the phone.

Click HERE to read more...

Executive Office - Budget/Fiscal

To address the budget deficit as part of the FY 2025-26 Adopted Budget, County General Fund departments were required to take a cut to their Salary and Benefits (1000 Series) based on a 6% attrition factor, which totaled $5,246,657 across departments. This factor was calculated based on a historical average County-wide attrition rate. The 6% rate was conservatively adjusted to account for a degree of staffing variability throughout the fiscal year.

Based on year-to-date payroll actuals through October 2025, plus utilizing the most recent payroll to annualize the remaining fiscal year payroll expenses, the County is anticipating realizing $4,645,000 or a little over 85% of the total $5,246,657.

The County must remain diligent and continue to follow the Strategic Hiring processes to realize the full attrition savings for FY25/26.

Additionally, the County must ensure one-time funds are utilized for one-time expenses.

Click HERE to view the Year-To-Date Budget Report.

Executive Office - Contract Unit

The Contract Unit works directly with departments Countywide to execute contracts and amendments to ensure alignment with County Policy. Since April of 2024, the Contract Unit has administered review processes for over 2,350 contract items, including over 460 items with effective dates on or after July 1, 2025. Additionally, the Contract Unit finalized contracts for distribution of funding to the twenty-one local fire districts/agencies that receive funding from Measure D, Measure P, and Prop 172. These contracts distribute Q4 funding for Fiscal Year 2024-25. Finally, as a result of the Board's first review of revisions to the County's Leasing and Contracting Policy (Policy No. 1) on October 7, 2025, the Contract Unit continued to update Cobblestone approval workflows to align with new requirements.

PUBLIC RESOURCES:
Mendocino County maintains a publicly accessible portal where fully executed contracts can be viewed. The initial search screen of the portal allows users to search all County contracts by Department, Contract Number, Approving Authority, Contractor, and/or Keyword. The list generated by the initial search request can be further refined if needed.

https://contracts.mendocinocounty.org

Click HERE to read more…

Executive Office - Economic Development

In October 2025, the Economic Development Division provided Technical Assistance to microenterprises and entrepreneurs, met with stakeholders to advance projects developed from industry sector meetings and worked to close

out the 2021 CDBG Microenterprise Technical Assistance Grant administered by WEST Business Development Center.

Economic Development by Industry: Upcoming Sector Meetings

Division staff continue to hold meetings for the economic development by industry sector series to foster collaboration and create actionable goals for economic sustainability and growth. Five meetings have been held in 2025.

The final meeting of the series will be held in December for the Arts and Recreational Tourism sector:

Arts and Recreational Tourism Economic Development Sector Meeting

Friday, December 5th 10am – 12:30pm
Boonville Veterans Memorial Building
14470 Highway 128, Boonville, CA 95415
For online attendance register HERE.
Can't attend? Give your input via the online survey.

Click HERE to read more...

Executive Office - Grants Unit

In October, the Grant Unit made significant strides on several key County projects. Collaborating with the Prevention, Recovery, Resiliency, and Mitigation (PRRM) Division, the team revised the CAL FIRE application to improve its competitiveness based on feedback received from CAL FIRE. Simultaneously, staff continued developing grant applications for Community Development Block Grant (CDBG) Program Income projects and the 2025 NOFA with community partners. The unit also advanced the Covelo Clean Up project by organizing a site visit and tour as a key step in the vendor selection (RFP) process. These efforts underscore the division's ongoing commitment to fostering community resilience, supporting economic development, and ensuring effective grant management.

During fiscal year 2025-26, the Grants Unit partnered with County departments to submit 3 grant applications totaling $11.3 million. Additionally, the unit supports management of 15 grants exceeding $16.2 million for the Executive Office.

Click HERE to read more...

Facilities and Fleet

Facilities and Fleet Mission: To provide an accessible, efficient, safe, clean and comfortable working environment for all employees and the general public who use our buildings and properties.

Facilities and Fleet maintain vital infrastructure and related services that enable County employees to serve the citizens of Mendocino County.

The SB844 Jail expansion and Psychiatric Health Facility projects are

progressing toward completion, with both expected to finish in early 2026.

Click HERE to read more...

Health Summit

LAO Focuses on Medi-Cal Fiscal and Policy Issues Stemming for H.R. 1

The Legislative Analyst's Office (LAO) released a report on the Medi-Cal program in late October, highlighting several fiscal and policy issues for the Legislature to consider. The report notes that Medi-Cal costs are increasing as California's budget outlook is tightening. Additionally, H.R. 1 implementation will result in many billions of dollars in lost federal funding and place new workload demands and costs on providers, counties, and the state, with state costs alone projected to reach up to several billion dollars annually.

The report focuses on three questions for the legislature to consider: 1) how should H.R. 1 be implemented? 2) what changes may be needed to eligibility, benefits and financing?, and 3) how can the state respond to the increase in the uninsured population?

The LAO recommends the Legislature conduct early oversight of the administration's implementation decisions and provide related policy direction through legislation. The LAO points out that the state does not have the fiscal capacity to backfill all of the lost federal revenue resulting from the implementation of H.R. 1. Additionally, the report notes that modifications to Medi-Cal will come with key policy tradeoffs around access, costs, and other priorities. Finally, if the Legislature wants to address individuals who lose health insurance coverage, the LAO recommends that the Legislature explore new approaches, pursue creative solutions, and rebalance its fiscal and programmatic priorities. The report also notes that county indigent programs could play a role in addressing gaps in health care coverage.

Click HERE to view the report...

Human Resources

The Human Resources Department continues to support the County's commitment to employee recognition, retention, and performance excellence. This report highlights key workforce data and activities for the reporting period, with a focus on Coffee with HR and Timesheets and Payroll training. These recognitions reflect the dedication and contributions of County employees and underscore our ongoing efforts to promote a culture of appreciation and high achievement.

Effective County Government

Coffee With HR
The bimonthly series continues in November with Ask HR!, an open Q&A where staff can engage with the Human Resources team, and ask questions, gain insights, and share thoughts on Human Resources matters. In 2026, the new

year kicks off with three monthly presentations geared towards providing essential information to staff: Leaves and ADA Accommodations in January, Harassment and Discrimination Prevention in February, and Employment Law Update in March.

Timesheets/Payroll Training

A refresher training has been developed and initiated for all staff with roles in timesheet and/or payroll review processes. The training provides standardized knowledge of applicable pay laws, code and bargaining unit MOUs, as well as processes for the effective and expeditious completion of payroll processes. The first training was completed on October 30th, with 24 payroll clerks in attendance.

Human Resources - Wellness

MCWOW is here to help County employees and their eligible spouses or domestic partners stay healthy as we close out the 2025 Wellness Incentive Reward year and look ahead to an exciting 2026. This season, we're highlighting resources and events designed to support our employees' health in simple, meaningful ways:

- **Tools to Support Tobacco Free Living:** FREE nicotine replacement therapy (NRT) and certified health coaching are available to help County employees and their covered spouse or domestic partner reduce or quit tobacco use.
- **Healthy Holiday Cooking Demos:** Offered in Fort Bragg, Willits, and Ukiah, these nutrition trainings offer County employees practical tips for nutritious, affordable meals and a chance to build connection with coworkers.
- **Protect Yourself from the Flu** : Even though MCWOW's on-site clinics have wrapped up, flu shots remain available through the County health plan and Public Health walk-in clinics.

We invite you to take advantage of these offerings and continue building healthy routines this fall and winter.

Click HERE to read more...

Office of Emergency Services

Mendocino County Office of Emergency Services (OES) is the primary local coordination agency for emergencies and disasters affecting residents, public infrastructure, and government operations in the Mendocino County Operational Area (OA). The Mendocino County OA includes the county and its cities, towns, and special districts, in coordination with tribes.

The Mendocino County Office of Emergency Services (OES) attended a regional meeting hosted by the Department of Water Resources regarding flooding. OES staff also gave a talk to the public and handed out preparedness materials at a wildfire and insurance forum in Willits. OES attended Multi-Jurisdictional Hazard Mitigation Planning Committee meetings throughout the county as part of the

plan update. OES staffed a booth at Pumpkinfest in Ukiah to spread the word about emergency preparedness. OES visited the Boys and Girls Club's Camp Mendocino and offered planning and preparedness insights to the staff. OES also provided input on the proposed Firco Road emergency ingress route for first responders.

Click HERE to read more...

Planning and Building

The Department of Planning and Building Services ("PBS") continues to advance its mission of delivering effective, transparent, and responsive service to the Mendocino County community. In October, the Department made significant progress on several key initiatives, including the integration of the Cannabis Division into PBS and ongoing recruitment efforts to strengthen staffing capacity. These changes are designed to enhance operational efficiency, improve customer service, and support the Department's long-term strategic goals.

Following the Board of Supervisors' approval in September, PBS is preparing to implement a new permit management system, Accela. While the software contract has been secured, the Department is now focused on identifying an implementation contractor to guide the transition. Once in place, this system is expected to streamline permitting processes and improve accessibility for both staff and the public. Additionally, the revised cannabis fee schedule, approved in September, will take effect on November 22, 2025. Cannabis applicants are encouraged to submit applications early to take advantage of the current fee rates.

PBS also remains committed to professional development and interagency collaboration. Staff participated in key training and planning conferences in October, including the California Building Officials ("CALBO") training, California Association of Code Enforcement Officers ("CACEO") annual conference and the Rural Planning Leadership & Academy Network ("RPLAN"). These opportunities support staff development, foster regional partnerships, and ensure PBS remains aligned with best practices in planning, enforcement, and community engagement.

Click HERE to read more...

Prevention, Recovery, Resiliency, and Mitigation

During the month of October 2025, the Prevention, Recovery, Resiliency, and Mitigation (PRRM) team made significant progress across a range of projects designed to enhance Mendocino County's disaster preparedness and resilience. These projects are funded through various grants aimed at enhancing community resilience and disaster preparedness. Specific funding sources include FEMA's Hazard Mitigation Grant Program (HMGP), CAL FIRE grants, the Department of Water Resources (DWR), the Building Resilient Infrastructure and Communities (BRIC) program, and Community Development Block Grant Planning and Public Service (CDBG-PPS) funds. Staff also finalized proposals,

issued and reviewed RFPs, and prepared contracts for Board approval. Despite ongoing challenges such as federal funding uncertainties and project delays, the team remains on track to meet critical upcoming milestones through late 2025 and into 2026.

Click HERE to read more...

Public Health

Public Health is committed to keeping our community informed and healthy. This month, we focus on men's health, diabetes awareness, maternal and child health, and the well-being of children in foster care. Explore resources, events, and tips designed to help you and your loved ones live safer, healthier lives.

Click HERE to read more...

Social Services

MCDSS Launches Security Awareness & De-Escalation Training

On Monday, October 27, 2025, MCDSS launched its new Security Awareness and De-Escalation Training for department staff, beginning with presentations in Ukiah and Fort Bragg. Additional sessions will be offered in Willits in the coming weeks. These sessions focus on identifying early signs of escalation, responding appropriately, and utilizing tools and resources when staff may feel unsafe. Acting Chief Welfare Investigator Brandon McGregor and Senior Department Analyst Antonio Renteria will continue leading these trainings, providing opportunities for staff to learn, share experiences, ask questions, and build a stronger community of safety across the department.

Click HERE to read more...



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501 Low Gap Road
Ukiah, CA 95482

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Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4f)

To: BOARD OF SUPERVISORS
From: Executive Office
Meeting Date: November 18, 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: Atlas Pearson, Senior Deputy Clerk Final Status: **Withdrawn**
Date: November 18, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4g)

To: BOARD OF SUPERVISORS
From: Board of Supervisors
Meeting Date: November 18, 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: Atlas Pearson, Senior Deputy Clerk Final Status: **No Action Taken**
Date: November 18, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6a)

To: BOARD OF SUPERVISORS
From: County Counsel
Meeting Date: November 18, 2025

Agenda Title:
Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - *Chamise Cubbison v. County of Mendocino, et al*., Mendocino County Superior Court, Case No. 23CV01231

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk
Final Status: **No Reportable Action Taken**
Date: November 18, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6b)

To: BOARD OF SUPERVISORS
From: County Counsel
Meeting Date: November 18, 2025

Agenda Title:
Pursuant to Government Code Section 54956.9(d)(2) - Conference with Legal Counsel - Anticipated Litigation: Significant Exposure to Litigation Arising from a Complaint from a Former Employee of the Mendocino County Air Quality Management District: One Case

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk
Final Status: **No Reportable Action Taken**
Date: November 18, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6c)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: November 18, 2025

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: Atlas Pearson, Senior Deputy Clerk
Date: November 18, 2025

Final Status: **Withdrawn**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6d)

To: BOARD OF SUPERVISORS
From: County Counsel
Meeting Date: November 18, 2025

Agenda Title:
Pursuant to Government Code section 54957(b) - Public Employee Appointment - County Counsel

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: November 18, 2025

Final Status: **No Reportable Action Taken**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3a)

To: BOARD OF SUPERVISORS
From: Executive Office
Meeting Date: November 18, 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 November 4, 2025, Regular Meeting

Recommended Action/Motion:
Approve minutes of November 4, 2025, regular meeting.

CEO Liaison: Executive Office
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025

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 – November 4, 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: Stephen White.

AGENDA ITEM NO. 2 – PUBLIC EXPRESSION

Presenter/s: Julie Bower; George; Kevin Evens; Tamara Alaniz; and John Bower.

AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Supervisor Haschak.

Public Comment: Dee Pallesen.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Cline, IT IS ORDERED that Consent Calendar items 3a), 3b), 3d) – 3m), and 3o) – 3y) 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 OCTOBER 21, 2025, REGULAR MEETING – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

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

Adopted and Chair is authorized to sign same;

1. Eileen Bostwick, At-Large Member, Area Agency on Aging Governing Board;
2. Karina Mcabee, Trustee, Cemetery District of the Redwoods;
3. Gary Mirata, First District Representative, Community Development Commission;
4. Dawn Deetz, Second District Representative, Community Development Commission; and
5. Mary Thornton, Trustee, Potter Valley Cemetery District

3D) ADOPTION OF AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO AMENDING SECTIONS OF MENDOCINO COUNTY CODE CHAPTER 2.32 - PURCHASING AGENT RELATING TO THE POWERS AND DUTIES DELEGATED TO THE PURCHASING AGENT AND OTHER OFFICIALS, INCLUDING AN INCREASE IN THE CONTRACT SIGNATURE AUTHORITY OF THE PURCHASING AGENT FROM FIFTY THOUSAND DOLLARS ($50,000) TO SEVENTY-FIVE THOUSAND DOLLARS ($75,000) – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Ordinance 4550

3E) ADOPTION OF RESOLUTION RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-172

3F) ADOPTION OF RESOLUTION RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO CLIMATE CHANGE – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-173

3G) RETROACTIVE APPROVAL OF AGREEMENT (FIRST AMENDMENT TO LEASE AGREEMENT LS 21-13) WITH CALNEVA BROADBAND, LLC FOR THE USE OF TOWER SPACE IN GUALALA FOR THE MICROWAVE REPEATER SITE EMERGENCY COMMUNICATION SYSTEM, EXTENDING THE TERM THROUGH JULY 31, 2029, WITH A TOTAL COST OF $33,975 – SPONSOR: COUNTY COUNSEL

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-174

3H) ADOPTION OF RESOLUTION AUTHORIZING THE AUDITOR CONTROLLER/TREASURER TAX COLLECTOR OR DESIGNEE TO PROCESS AND PAY FOR OUTSTANDING INVOICES, TOTALING THE AMOUNT OF $190,223.90, 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 25-174

3I) ADOPTION OF RESOLUTION AUTHORIZING THE AUDITOR CONTROLLER/TREASURER TAX COLLECTOR OR DESIGNEE TO PROCESS AND PAY FOR OUTSTANDING INVOICES, TOTALING THE AMOUNT OF $160,321.00, 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 25-175

3J) ADOPTION OF AN UNCODIFIED ORDINANCE ADOPTING THE MENDOCINO COUNTY SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481 AND REVIEW OF MILITARY EQUIPMENT ANNUAL REPORT – SPONSOR: COUNTY COUNSEL

Adopted and Chair is authorized to sign same;

Enactment No: Ordinance 4551

3K) APPROVAL OF THOMSON REUTERS CLEAR SOFTWARE THREE YEAR SUBSCRIPTION RENEWAL AGREEMENT – SPONSOR: DISTRICT ATTORNEY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-175

3L) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: TRANSFER FROM BUDGET UNIT 1020 (EXECUTIVE OFFICE) TO 1150 (FISCAL) POSITION NO. 4453 (SENIOR ADMINISTRATIVE ANALYST) AND POSITION NO. 4743 AND 4744 (ADMINISTRATIVE ANALYST II) – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-176

3M) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 6110 (LIBRARY), ADD 1.0 FTE, BOOKMOBILE DRIVER II, $53,040.00 - $64,459.20/ANNUALLY; ADD 1.0 FTE, ADMINISTRATIVE SERVICES MANAGER I, $82,284.80 - $100,027.20/ANNUALLY; ADD 0.80 FTE LIBRARY BRANCH MANAGER - MLS, $74,214.00 - $90,209.60/ANNUALLY; DELETE 1.0 FTE, (POSITION NO. 4780) SENIOR LIBRARY TECHNICIAN, $53,040.00 - $64,459.20/ANNUALLY DELETE 0.75 FTE, (POSITION NO. 4689) SENIOR LIBRARY TECHNICIAN, $53,040.00 - $64,459.20/ANNUALLY DELETE 0.50 FTE, (POSITION NO. 3617) LIBRARY TECHNICIAN, $49,316.80 - $59,966.40/ANNUALLY – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-177

3O) ADOPTION OF RESOLUTION APPROVING NEW CLASSIFICATION OF SENIOR DISTRICT ATTORNEY INVESTIGATOR, $101,150.40 - $122,960.00/ANNUALLY; AND AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 2070 (DISTRICT ATTORNEY), ADD 1.0 FTE, SENIOR DISTRICT ATTORNEY INVESTIGATOR; DELETE 1.0 FTE DISTRICT ATTORNEY INVESTIGATOR PN 3004 – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-178

3P) ADOPTION OF A RESOLUTION AUTHORIZING THE ABOLISHMENT OF DORMANT COUNTY JOB CLASSIFICATIONS PER ATTACHMENT – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-179

3Q) APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH SONOMA CLEAN POWER AUTHORITY FOR USE OF WATER AND ENERGY SAVING DIY TOOLKITS BY MENDOCINO COUNTY LIBRARY PATRONS – SPONSOR: LIBRARY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-176

3R) APPROVAL OF PUBLICATION OF MENDOCINO COUNTY LIBRARY'S FISCAL YEAR 2024-2025 ANNUAL REPORT – SPONSOR: LIBRARY

Approved;

3S) APPROVAL OF RETROACTIVE AMENDED AND RESTATED AGREEMENT FOR INTEGRATED LIBRARY SYSTEM (ILS) SERVICES FOR SONOMA COUNTY LIBRARY TO PROVIDE SYSTEM AND SUPPORT, BILLED ACCORDING TO THE PROPORTIONAL SHARE OF THE COUNTY'S POPULATION SERVED, EFFECTIVE OCTOBER 1, 2025, AND RENEWED ANNUALLY IN THE APPROXIMATE AMOUNT OF $70,170 – SPONSOR: LIBRARY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-177

3T) ACCEPTANCE OF INFORMATIONAL REPORT REGARDING THE ISSUANCE OF EMERGENCY COASTAL DEVELOPMENT PERMIT EM_2025-0004 (CALTRANS) TO REPLACE A FAILED 5-FOOT DIAMETER CULVERT WITH AN 8-FOOT DIAMETER CULVERT AT POST MILE MARKER 0.6 (PM 0.6) ON STATE ROUTE 1 (SR 1) – SPONSOR: PLANNING AND BUILDING SERVICES

Approved;

3U) ACCEPTANCE OF INFORMATIONAL REPORT REGARDING THE ISSUANCE OF EMERGENCY COASTAL DEVELOPMENT PERMIT EM_2025-0005 (WEBER) TO REPAIR ONE SEPTIC SYSTEM SERVING CABIN NO. 1, ABANDON SEPTIC SYSTEM SERVING CABIN NO. 2, REPLACE SEPTIC SYSTEM TO SERVE CABINS NO. 2 AND 3; LOCATED AT 46300 FISH ROCK ROAD, GUALALA (APN:143-152-16) – SPONSOR: PLANNING AND BUILDING SERVICES

Approved;

3V) APPROVAL OF RETROACTIVE AGREEMENT WITH NOBLE SOFTWARE GROUP, LLC IN THE AMOUNT OF $66,228 TO PROVIDE ADULT AND JUVENILE PROBATION ASSESSMENT PROGRAM SERVICES, EFFECTIVE OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2027 – SPONSOR: PROBATION

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-178

3W) APPROVAL/ACKNOWLEDGEMENT OF REVISED REVENUE AGREEMENT NO. BOS 22-236 A4 WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM DIVISION, IN THE AMOUNT OF $3,518,452.00, TO PROVIDE NUTRITION EDUCATION FOR WIC FOR FEDERAL FISCAL YEARS 2022-25 – SPONSOR: PUBLIC HEALTH

Approved;

3X) ACCEPTANCE OF THE SHERIFF'S OFFICE INMATE WELFARE FUND ANNUAL REPORT FOR FISCAL YEAR 2024-25 – SPONSOR: SHERIFF-CORONER

Approved;

3Y) APPROVAL OF RETROACTIVE AGREEMENT WITH ARMOROUS PRIVATE SECURITY IN THE AMOUNT OF $68,640 TO PROVIDE SECURITY GUARD SERVICES AT MENDOCINO COUNTY DEPARTMENT OF SOCIAL SERVICES OFFICE LOCATIONS IN WILLITS AND FORT BRAGG, EFFECTIVE OCTOBER 4, 2025, THROUGH APRIL 3, 2026 – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-179

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: Darcie Antle, Chief Executive Officer; and Glenn Stevens, Director, Air Quality Management District.

Public Comment: None.

Board Action: No Action Taken.

4B) DISCUSSION AND POSSIBLE ACTION INCLUDING RECOGNITION OF MENDOCINO COUNTY EMPLOYEES WHO HAVE SERVED IN THE ARMED FORCES; AND ADOPTION OF PROCLAMATION RECOGNIZING NOVEMBER 11, 2025, AS VETERANS APPRECIATION DAY IN MENDOCINO COUNTY TO HONOR ALL VETERANS - SPONSORS: EXECUTIVE OFFICE AND SOCIAL SERVICES

Presenter/s: Lee Stipe, Officer Services Supervisor, Animal Care; Brian Webb, Supervising Code Enforcement Officer, Planning and Building Services; and Jen Thompson, Senior Program Manager, Social Services.

Public Comment: None.

Board Action: No Action Taken.

THE BOARD LATER RETURNED TO THIS ITEM TO TAKE FORMAL ACTION, SEE NEXT PAGE

4C) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF PRESENTATION OF 1ST QUARTER BUDGET REPORT ON THE STATUS OF COUNTY DEPARTMENTAL SPENDING AND REVENUES FOR FISCAL YEAR 2025-26 AND EXECUTIVE OFFICE RECOMMENDATIONS; AND ADOPTION OF RESOLUTION AMENDING THE FY 2025-26 ADOPTED BUDGET - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer; Tony Rakes, Deputy Chief Executive Officer; Jesica Sandoval, Principal Administrative Analyst, Executive Office; Sara Pierce, Acting Assistant Chief Executive Officer; Chamise Cubbison, Auditor-Controller/Treasurer Tax-Collector.

Public Comment: George; Matthew Kendell; and Izen Locatelli.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Cline, IT IS ORDERED that the Board of Supervisors accepts the 1st Quarter Budget Report on the status of County departmental spending and revenues for FY 2025-26; approves recommended budget adjustments and journal entries; approves Executive Office recommendations; adopts Resolution amending the FY 2025-26 Adopted Budget; and authorizes 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

Enactment No: Resolution 25-180

THE BOARD RETURNED TO ITEM 4B

4B) DISCUSSION AND POSSIBLE ACTION INCLUDING RECOGNITION OF MENDOCINO COUNTY EMPLOYEES WHO HAVE SERVED IN THE ARMED FORCES; AND ADOPTION OF PROCLAMATION RECOGNIZING NOVEMBER 11, 2025, AS VETERANS APPRECIATION DAY IN MENDOCINO COUNTY TO HONOR ALL VETERANS - SPONSORS: EXECUTIVE OFFICE AND SOCIAL SERVICES

Presenter/s: Lee Stipe, Officer Services Supervisor, Animal Care; Brian Webb, Supervising Code Enforcement Officer, Planning and Building Services; and Jen Thompson, Senior Program Manager, Social Services.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Cline, IT IS ORDERED that the Board of Supervisors recognizes Mendocino County Employees who have served in the armed forces; adopts proclamation recognizing November 11, 2025, as Veterans Appreciation Day in Mendocino County to honor all Veterans; and authorizes the 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

BOARD RECESS: 11:00 A.M – 11:15 A.M

4D) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF PRESENTATION ON MENDOCINO COUNTY'S PRELIMINARY FISCAL YEAR (FY) 2026-27 BUDGET; AND POSSIBLE DIRECTION TO STAFF - SPONSORS: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer; Tony Rakes, Deputy Chief Executive Officer; Sara Pierce, Acting Assistant Chief Executive Officer; Charlotte E. Scott, County Counsel.

Public Comment: Julie Bower; Kevin Evans; Jen Banks; Emily Tecchio; Doug Hutchison; Izen Locatelli; Tamara Alaniz; and Dan Maxey.

Board Action: Upon motion by Supervisor Norvell, seconded by Supervisor Cline, IT IS ORDERED that the Board of Supervisors accepts presentation on Mendocino County's preliminary Fiscal Year (FY) 2026-27 budget; and approves the Chief Executive Officer's recommendations. 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 APPROVING A TEMPORARY LOAN/ADVANCE OF ONE HUNDRED THOUSAND DOLLARS ($100,000) FOR HOPLAND FIRE PROTECTION DISTRICT FROM THEIR FISCAL YEAR 2025-26 PROPERTY TAX REVENUES - SPONSOR: AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

Presenter/s: Chamise Cubbison, Auditor-Controller/Treasurer Tax-Collector.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors adopts Resolution approving a temporary loan/advance of one hundred thousand dollars ($100,000) for Hopland Fire Protection District from their fiscal year 2025-26 property tax revenues; and authorizes 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

Enactment No: Resolution 25-181

AGENDA ITEM NO. 6 – CLOSED SESSION

Presenter/s: Chair Haschak.

Public Comment: None.

ADJOURNED TO CLOSED SESSION: 12:27 P.M.

6A) PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT - ALTERNATE DEFENDER

6B) PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT - COUNTY COUNSEL

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

RECONVENED IN OPEN SESSION: 2:32 P.M.

AGENDA ITEM NO. 6 – REPORT OUT OF CLOSED SESSION

Presenter: Chair Haschak.

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

AGENDA ITEM NO. 4 – REGULAR CALENDAR

4E) DISCUSSION AND POSSIBLE ACTION INCLUDING INTRODUCTION AND WAIVE FIRST READING OF AN ORDINANCE REPEALING MENDOCINO COUNTY CODE SECTION 2.16.070, ADDING SECTION 2.16.080, AND AMENDING CHAPTER 2.36 AND SECTION 2.16.041 FOR THE PURPOSE OF SEPARATING THE OFFICE OF AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR TO THE SEPARATE OFFICES OF AUDITOR-CONTROLLER AND TREASURER-TAX COLLECTOR - SPONSORS: SUPERVISOR HASCHAK, SUPERVISOR NORVELL, AND AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

Presenter/s: Supervisor Haschak; Supervisor Norvell; and Chamise Cubbison, Auditor-Controller/Treasurer Tax-Collector.

Public Comment: Dee Pallesen; and Estelle Clifton.

Board Action: Upon motion by Supervisor Haschak, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors introduce and waive first reading of an ordinance repealing Mendocino County Code Section 2.16.070, adding Section 2.16.080, and amending Chapter 2.36 and Section 2.16.041 for the purpose of separating the office of Auditor-Controller-Treasurer-Tax Collector to the separate offices of Auditor-Controller and Treasurer-Tax Collector. 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

4G) NOTICED PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION TO CONSIDER AN APPEAL OF THE COASTAL PERMIT ADMINISTRATOR'S APPROVAL OF COASTAL DEVELOPMENT PERMIT APPLICATION CDP_2024-0040 FOR CALTRANS TO IMPLEMENT THE GUALALA DOWNTOWN STREETSCAPE ENHANCEMENT PROJECT, LOCATED BETWEEN STATE ROUTE 1 POST MILE 0.6 AND 1.0, GUALALA - SPONSOR: PLANNING AND BUILDING SERVICES

Presenter/s: Liam Crowley, Planner, Planning and Building Services; Steven Johnson, Appellant Attorney; Katie Everett, Caltrans; Matthew Kiedrowski, Deputy County Counsel; and Darcie Antle, Chief Executive Officer.

Public Comment: Steve May; Julie Bower; Robert Bowen; George; Kim Kellick; Don Hess; John Bower; Henry Mayer; Nephele Barrett; Dave Spock; Robert Juenoing; and Tom Murphy.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors adopts the 2nd revised Resolution affirming the Coastal Permit Administrator's approval of Coastal Development Permit application CDP_2024-0040 for Caltrans to implement the Gualala Downtown Streetscape Enhancement Project, located between State Route 1 Post Mile 0.6 and 1.0, Gualala; and authorizes Chair to sign same. The motion carried by the following vote:

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

No: 0 – None

Absent: 0 – None

Recused: 1 – Supervisor Norvell

Enactment No: Resolution 25-182

4H) NOTICED PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023 AND/OR 2024 FUNDING YEAR OF THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM TO UTILIZE PROGRAM INCOME (PI) AWARD IN THE AMOUNT OF $479,931 FOR THE COUNTY OF MENDOCINO BUSINESS LOAN PROGRAM AND THE CENTRO NEGOCIO WEST SPANISH LANGUAGE MICROENTERPRISE TECHNICAL ASSISTANCE PROJECT - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Kelly Hansen, Administrative Principal Analyst, Executive Office.

Public Comment: Valentina.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Cline, IT IS ORDERED that the Board of Supervisors adopts Resolution approving an application for funding and the execution of a grant Agreement and any amendments thereto from the 2023 and/or 2024 Funding Year of the State Community Development Block Grant (CDBG) Program to utilize Program Income (PI) award in the amount of $479,931 for the County of Mendocino business loan program and the Centro Negocio West Spanish language microenterprise technical assistance project; authorizes the Chief Executive Officer to execute the grant Agreement and submit all documents if awarded; and authorizes Chair to sign the 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

Enactment No: Resolution 25-183

4I) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF REGARDING A FUTURE LEASE WITH TOSHIBA BUSINESS SOLUTIONS (TOSHIBA) FOR THE ACQUISITION OF MULTIFUNCTIONAL COPIER DEVICES - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Sara Pierce, Acting Assistant Chief Executive Officer; and Darcie Antle, Chief Executive Officer.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors provides informal direction to staff regarding a future lease with Toshiba Business Solutions (Toshiba) for the Acquisition of Multifunctional Copier Devices. 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

4J) ADOPTION OF RESOLUTION REAFFIRMING SUPPORT FOR THE CO-EQUAL GOALS OF THE TWO-BASIN SOLUTION AND THE WATER DIVERSION AGREEMENT FOR THE NEW EEL-RUSSIAN FACILITY - SPONSOR: SUPERVISOR WILLIAMS

Presenter/s: Supervisor Williams.

Public Comment: Jenny Richards; Janet Pauli; Nancy Todd; Glenn McGourty; Adam Gaska; Estelle Clifton; Julie Golden; John; Kerri Vau; Sara Bates; Nikcole Whipple; Vivian; Regina; Charlie Schneider; Matt Clifford; and Kylle St. Pierre.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Mulheren, IT IS ORDERED that the Board of Supervisors adopts Resolution reaffirming its support for the co-equal goals of the Two-Basin Solution and the Water Diversion Agreement for the New Eel-Russian Facility; and authorizes the Chair to sign same. The motion carried by the following vote:

Aye: 3 – Supervisor Mulheren, Supervisor Haschak, and Supervisor Williams

No: 2 – Supervisor Cline, and Supervisor Norvell

Absent: 0 – None

Enactment No: 25-184

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

Withdrawn.

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

Withdrawn.

4M) 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 Mulheren; and Supervisor Haschak.

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 6:27 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

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3b)

To: BOARD OF SUPERVISORS
From: Executive Office
Meeting Date: November 18, 2025

Department Contact: Atlas Pearson **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Appointments/Reappointments

Recommended Action/Motion:
Approve the following appointments/reappointments:
1. Bill Williamson, Trustee, Covelo Public Cemetery District;
2. Mary Norris, Member, Laytonville Municipal Advisory Council;
3. Tania Walker, Trustee, Mendocino-Little River Cemetery District; and
4. Percilla Stevenson, Second District Representative, Mendocino County Planning Commission.

Previous Board/Board Committee Actions:
The Board of Supervisors regularly approves and/or denies recommended appointments/reappointments to multiple Boards, Commissions, and Committees.

Summary of Request:
Staff has received the listed application, verified residency, determined that the requested position is currently vacant, and verified that the applicant fits the criteria for the requested position. In addition, Clerk of the Board staff received written or verbal support for the appointment from the individual Board/Commission and/or Supervisor for Supervisorial District position for which application has been received.

Alternative Action/Motion:
Do not approve the listed appointments or deny approval to one or more of the applicants.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
<https://www.mendocinocounty.gov/government/board-of-supervisors/boards-and-commissions>

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 Final Status: **Approved with Modification**
Date: November 18, 2025

Profile

Bill
First Name

Williamson
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Alternate Phone

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Request for a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Covelo Public Cemetery District: Eligible

Which position, seat, or representational category would you prefer?

Board Member

Availability to Attend Meetings

☑ Night Meetings
☑ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

Historical and family interest. Cleaning headstone experience.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Profile

Mary J
First Name

Norris
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 3

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Laytonville Municipal Advisory Council: Eligible

Which specific position, seat, or representational category would you prefer? (Do not enter "Any", etc.)

Economic Development

Availability to Attend Meetings

- [x] Night Meetings
- [x] Day Meetings

Availability to Attend Meetings (Other)

Will attempt to attend all meetings, I am self-employed, so flexible.

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I've been a member of the Laytonville Community for forty years. My experience in both business and my personal life leave me with much to offer this Council. I served two terms, a total of six years as Chairwoman of the Cahto Tribe of the Laytonville Rancheria and sat on a number of councils and committees. I have much experience with both government and state agencies. During my life, I worked thirty years to help build a small company into a multi-million dollar business in existence for many decades. My experience with project development and management lead to the success of many programs with the Tribe. While I chose Economic Development as that was the specific topic I had a conversation about at the last LAMAC meeting, I would be willing to participate in any need for the Council.

Mary_J._Norris_Resume_3-5-2025.pdf

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino (or reside in another County and meet the qualifications for the position) and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Profile

Tania
First Name

Walker
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 5

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Mendocino - Little River Cemetery District: Eligible

Which specific position, seat, or representational category would you prefer? (Do not enter "Any", etc.)

board member

Availability to Attend Meetings

- [x] Night Meetings
- [x] Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I have lived in Mendocino over 30 years, raising 2 sons here. We have always loved going to the local graveyards to explore and of course the view from Hillcrest is AWESOME! Over the years, friends have been buried locally so, a special connection as well. When my kids were young it was tradition to run through Evergreen after dark on Halloween!!SCARY!! Last year I met Laurie Hill, when I was honored enough to purchase my own family plot at Hillcrest. She saw my interest in the graveyard and asked me to join the Board. I am excited to be more involved in the care and upkeep of our cemeteries!

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino (or reside in another County and meet the qualifications for the position) and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Profile

Percilla
First Name

Stevenson
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 2

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Mendocino County Planning Commission: Eligible

Which specific position, seat, or representational category would you prefer? (Do not enter "Any", etc.)

Community Member

Availability to Attend Meetings

- [x] Day Meetings
- [x] Ukiah Only

Availability to Attend Meetings (Other)

Day Preferrred, Ukiah Only Preffered, But Also Available to Attend Night Meetings if necessary, as well as Meetings across the County

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I have interest, experience, and expertise in all of the environmental selected boards. I'm also interested in apply that knowledge to the Planning Commission, especially land use and tribal relations.

Resume_2025_Percilla_Stevenson.pdf
Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino (or reside in another County and meet the qualifications for the position) and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3c)

To: BOARD OF SUPERVISORS
From: Supervisor Haschak
Meeting Date: November 18, 2025

Department Contact: Supervisor Haschak **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of a Proclamation Recognizing November 17th through November 21st, 2025, as California Clerk of the Board of Supervisors Week
(Sponsor: Supervisor Haschak)

Recommended Action/Motion:
Adopt Proclamation recognizing November 17th through November 21st, 2025, as California Clerk of the Board of Supervisors Week; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
The Board annually recognizes the contributions of the Clerk of the Board.

Summary of Request:
The Clerk of the Board performs a variety of administrative duties, including preparing, scheduling, and managing Board agendas for the Board of Supervisors (BOS) and their affiliated Standing Committees; reviewing and processing of all agenda items submitted by County Departments and the Board of Supervisors; providing training to employees on use of the agenda item submission software and serving as the direct support contact for that program; carrying out records execution and oversees records management, including resolutions, ordinances, and minutes dating back to the founding of Mendocino County in 1850; working towards digitization of historical records for easier public access; maintaining permanent records for nearly 60 County boards, committees, and commissions, including current membership, governance and foundational documents, generating oaths of office, posting of vacancy notices and other information as may be required by each board; preparing and verifying information providing in the Local Appointments List as required by state law; processing of all assessment appeals for the County, involving working closely with the Assessor-Recorder's office, maintaining appeal records and ensuring they are complete and correct; preparing forms, managing agendas, clerking meetings, and writing minutes for the Assessment Appeals Board; scheduling, managing agendas, clerking meetings, and writing minutes for the City Selection Committee; directly handling all California Public Records Act requests relating to the Clerk of the Board or the Board of Supervisors, and ensuring that such requests are responded to in a timely manner; working with all County departments, County Counsel, and newspapers of general circulation to ensure that all public and legal notices are published as required by law to alert the community of important hearings, County ordinances, or other events; transmission of all such records to the appropriate agency for codification; preparing proclamations for the Board of Supervisors to recognize various noteworthy or historic events, groups, or individuals; receiving and processing applications related to Williamson Act contracts, working closely with Planning and Building Services and the Assessor/Clerk-Recorder; filing annual Rosters of Public Agencies for multiple agencies

within the County; and more.

This department is comprised of two dedicated individuals who work tirelessly, often behind the scenes, on special projects and distribution of critical correspondence, while actively engaging with members of the public. They are both committed, essential, and necessary to ensure the smooth operation and facilitation of County business, while also maintaining the formal record of events affecting all residents in Mendocino County.

Alternative Action/Motion:
Provide alternative direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: CCBSA Website <https://www.ccbsa.info/what-is-a-cob->

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 Final Status: **Adopted**
Date: November 18, 2025

PROCLAMATION

OF THE

MENDOCINO COUNTY BOARD OF SUPERVISORS RECOGNIZING NOVEMBER 17 THROUGH NOVEMBER 21, 2025, AS CALIFORNIA CLERK OF THE BOARD OF SUPERVISORS WEEK

WHEREAS, California counties provide many services that are essential to the lives of Californians; and

WHEREAS, the position of the Clerk of the Board of Supervisors (Board) plays an integral role in the function of California County government; and

WHEREAS, the Clerk of the Board performs many legally mandated functions that protect and preserve the rights of the citizens to an open and accessible government; and

WHEREAS, the work performed by Clerks of the Board is a time honored and vital part of local government; and

WHEREAS, the Clerks duties of record keeping is revered, their work among the earliest recorded on behalf of the public, and Clerks have long pledged to maintain their neutrality and impartiality of the proceedings of government; and

WHEREAS, the California Clerk of the Board of Supervisors Association, an affiliate of the California State Association of Counties, is organized to promote the principles of good government, to represent the interests of Clerks of the Board with legislative bodies and other professional organizations, to encourage the development of professional growth and education, and to support the objectives of all regional groups established within the Association; and

WHEREAS, it is most appropriate that we recognize the accomplishments of Clerks of the Board across the 58 counties in the State of California.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mendocino, hereby recognizes the high level of services bestowed upon the people of Mendocino County and the people of California by Clerks of the Board and proclaims November 17th through November 21, 2025, as:

"California Clerk of the Board of Supervisors Week"

Dated:

_____

John Haschak, Chair

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3d)

To: BOARD OF SUPERVISORS
From: Supervisor Haschak and Supervisor Williams
Meeting Date: November 18, 2025

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

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Opposing New and Existing Offshore Oil and Gas Drilling, and Deep Seabed Mining and Participation in the Local Government Outer Continental Shelf (OCS) Coordination Program
(Sponsors: Supervisor Haschak and Supervisor Williams)

Recommended Action/Motion:
Adopt Resolution opposing new and existing offshore oil and gas drilling, and deep seabed mining and approve participation in the Local Government Outer Continental Shelf (OCS) Coordination Program; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
On June 24, 2025, the Board ratified a letter of opposition to offshore oil and gas drilling along the California Coastline. The Board of Supervisors has consistently commented on this issue over the past several decades.

Summary of Request:
The announcement of a new five (5) year Outer Continental Shelf Offshore Oil and Gas Leasing Plan is anticipated to originate from the United States Department of Interior this fall. At this time, there is no indication as to whether offshore tracts along the coast of Mendocino County will be offered for lease to the petroleum industry. Leases anywhere off the California Coast, however, can be anticipated to impact the coastline of Mendocino County. Upon release of the Outer Continental Shelf Offshore Oil and Gas Leasing Plan, the County of Mendocino has the opportunity to maintain its right to local control over its own coast and coastal waters by adopting formal comments in the form of a resolution of the Mendocino County Board of Supervisors. When released, the Outer Continental Shelf Offshore Oil and Gas Leasing Plan will trigger a forty -five (45) day comment period during which the Mendocino County Board of Supervisors would be well-served to adopt and submit appropriate local comments, either acting alone or in concert with other interested coastal counties. The Mendocino County Board of Supervisors has consistently commented on this issue for the past several decades.

Additionally, in April 2025, President Trump signed the Unleashing America's Offshore Critical Minerals and Resources executive order, which promotes deep seabed mining that poses serious threats to California's coastal economies, marine ecosystem, and climate goals.

In response, there is an attempt by Santa Cruz County to re-establish the Local Government Outer Continental Shelf Coordination Program and Coalition to ensure coordinated, science-based and timely

engagement with federal decisionmakers. Participation in this effort will ensure that the County of Mendocino County's voice is amplified alongside other cities and counties, without requiring significant diversion of local staff resources. While the Local Government Outer Continental Shelf Coordination Program and Coalition will be hiring a firm to coordinate advocacy efforts, the County of Mendocino is not required to contribute funding to the service. However, if the Board of Supervisors chooses to engage with the Local Government Outer Continental Shelf Coordination Program and Coalition, a representative of the County of Mendocino should be selected.

Alternative Action/Motion:
Give alternative direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial 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: Yes
CEO Liaison: Executive Office
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-185

RESOLUTION NO. 25-185

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS OPPOSING NEW AND EXISTING OFFSHORE OIL AND GAS DRILLING, AND DEEP SEABED MINING

WHEREAS, the ocean covers roughly 70% of the Earth's surface, produces half the oxygen we breathe through Its plant life, serves as a major highway for global trade, provides food, absorbs excess carbon from climate change, and plays a critical role in shaping weather patterns; and

WHEREAS, offshore drilling carries countless negative effects including air pollution from toxic emissions known to cause asthma, lung cancer, and other diseases; the constant threat of oil spills that harm wildlife and their habitats; and damage to the fishing and tourism industries, which are vital to California's coastal economy; and

WHEREAS, past oil spill disasters, such as the Deepwater Horizon in the Gulf of Mexico, the Refugio Spill in 2015 off the coast of Santa Barbara, California, have caused catastrophic impacts to human life, wildlife, coastal ecosystems, and local economies; and

WHEREAS, an analysis by Oceana found that protecting all unleased federal waters from offshore drilling in the United States could prevent over 19 billion tons of greenhouse gas emissions—the equivalent of taking every car in the nation off the road for 15 years; and

WHEREAS, on January 20, 2025, President Trump signed the Unleashing American Energy executive order, which encourages energy exploration and production on Federal lands and waters, including on the Outer Continental Shelf; and

WHEREAS, on April 24, 2025, President Trump signed the Unleashing America's Offshore Critical Minerals and Resources executive order to permit deep seabed mining, which would have significant negative impacts on our marine ecosystems, fisheries, and local coastal economies; and

WHEREAS, California's marine protected areas and sanctuaries protect unique ecosystems and cultural resources, but significant areas of the Pacific remain vulnerable to offshore oil and gas development; and

WHEREAS, the threat of future leasing proposals persists in the absence of a permanent nationwide prohibition on new offshore drilling; and

WHEREAS, protecting California's coastlines from the impacts of oil and gas development is essential to safeguarding the environment and public health. Tribal cultural resources, climate resilience, and coastal economies; and

WHEREAS, the Mendocino County Board of Supervisors, via Resolution 18-13, opposed the inclusion of any portion of the Pacific Coast in the Bureau of Ocean and Energy Management's Draft Proposed Five-Year OCS Oil and Gas Leasing Program (Federal Register Doc No: 2018-00083) because such action threatens the regional clean-coast economy which relies on healthy ecosystems, fisheries, and the multiple visitor-serving industries that depend on them; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors opposes any new or expanded offshore oil and gas drilling, and deep seabed mining, and urges federal and state decision-makers to permanently prohibit offshore drilling and deep seabed mining in all U.S. waters, including the Pacific Ocean off California.

IT IS FURTHER PROCLAIMED AND ORDERED that the County of Mendocino will participate in the Local Government Outer Continental Shelf (OCS) Coordination Program, in order to work collaboratively with other jurisdictions to protect California's coastal communities, economies, and ecosystems from offshore drilling.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

RESOLUTION NO. 25-185

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS OPPOSING NEW AND EXISTING OFFSHORE OIL AND GAS DRILLING, AND DEEP SEABED MINING

WHEREAS, the ocean covers roughly 70% of the Earth's surface, produces half the oxygen we breathe through Its plant life, serves as a major highway for global trade, provides food, absorbs excess carbon from climate change, and plays a critical role in shaping weather patterns; and

WHEREAS, offshore drilling carries countless negative effects including air pollution from toxic emissions known to cause asthma, lung cancer, and other diseases; the constant threat of oil spills that harm wildlife and their habitats; and damage to the fishing and tourism industries, which are vital to California's coastal economy; and

WHEREAS, past oil spill disasters, such as the Deepwater Horizon in the Gulf of Mexico, the Refugio Spill in 2015 off the coast of Santa Barbara, California, have caused catastrophic impacts to human life, wildlife, coastal ecosystems, and local economies; and

WHEREAS, an analysis by Oceana found that protecting all unleased federal waters from offshore drilling in the United States could prevent over 19 billion tons of greenhouse gas emissions—the equivalent of taking every car in the nation off the road for 15 years; and

WHEREAS, on January 20, 2025, President Trump signed the Unleashing American Energy executive order, which encourages energy exploration and production on Federal lands and waters, including on the Outer Continental Shelf; and

WHEREAS, on April 24, 2025, President Trump signed the Unleashing America's Offshore Critical Minerals and Resources executive order to permit deep seabed mining, which would have significant negative impacts on our marine ecosystems, fisheries, and local coastal economies; and

WHEREAS, California's marine protected areas and sanctuaries protect unique ecosystems and cultural resources, but significant areas of the Pacific remain vulnerable to offshore oil and gas development; and

WHEREAS, the threat of future leasing proposals persists in the absence of a permanent nationwide prohibition on new offshore drilling; and

WHEREAS, protecting California's coastlines from the impacts of oil and gas development is essential to safeguarding the environment and public health. Tribal cultural resources, climate resilience, and coastal economies; and

WHEREAS, the Mendocino County Board of Supervisors, via Resolution 18-13, opposed the inclusion of any portion of the Pacific Coast in the Bureau of Ocean and Energy Management's Draft Proposed Five-Year OCS Oil and Gas Leasing Program (Federal Register Doc No: 2018-00083) because such action threatens the regional clean-coast economy which relies on healthy ecosystems, fisheries, and the multiple visitor-serving industries that depend on them; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors opposes any new or expanded offshore oil and gas drilling, and deep seabed mining, and urges federal and state decision-makers to permanently prohibit offshore drilling and deep seabed mining in all U.S. waters, including the Pacific Ocean off California.

IT IS FURTHER PROCLAIMED AND ORDERED that the County of Mendocino will participate in the Local Government Outer Continental Shelf (OCS) Coordination Program, in order to work collaboratively with other jurisdictions to protect California's coastal communities, economies, and ecosystems from offshore drilling.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3e)

To: BOARD OF SUPERVISORS
From: Board of Supervisors and Auditor-Controller Treasurer-Tax Collector
Meeting Date: November 18, 2025

Department Contact:	Supervisors Haschak, Norvell	**Phone:**	707-463-4221
Department Contact:	Chamise Cubbison, ACTTC	**Phone:**	707-234-6860

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of an Ordinance Repealing Mendocino County Code Section 2.16.070, Adding Section 2.16.080, and Amending Chapter 2.36 and Section 2.16.041 for the Purpose of Separating the Office of Auditor-Controller-Treasurer-Tax Collector to the Separate Offices of Auditor-Controller and Treasurer-Tax Collector
(Sponsors: Supervisor Haschak, Supervisor Norvell, and Auditor-Controller/Treasurer-Tax Collector)

Recommended Action/Motion:
Adopt an ordinance repealing Mendocino County Code Section 2.16.070, adding Section 2.16.080, and amending Chapter 2.36 and Section 2.16.041 for the purpose of separating the office of Auditor-Controller-Treasurer-Tax Collector to the separate offices of Auditor-Controller and Treasurer-Tax Collector; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
On December 14, 2021, the Board enacted Ordinance No. 4500, consolidating the offices of Auditor-Controller and Treasurer-Tax Collector, with such consolidation to be effective January 2023. On July 12, 2022, the Board enacted an urgency ordinance, Ordinance No. 4509, accelerating the effective date of the consolidation to July 12, 2023. On October 21, 2025, the Board formed an Ad Hoc to evaluate separation of the office of Auditor-Controller-Treasurer-Tax Collector to the separate offices of Auditor-Controller and Treasurer-Tax Collector. On November 4, 2025, the Board of Supervisors Introduced and Waived the first reading of the Ordinance.

Summary of Request:
Following the request of the Mendocino County Auditor-Controller-Treasurer-Tax Collector, that the office of Auditor-Controller-Treasurer-Tax Collector be separated into the offices of Auditor-Controller and Treasurer-Tax Collector, the Board formed an Ad Hoc to prepare a risk analysis related to the separation and the process for bringing the matter to the Board.

The State Controller recommended that the County should have conducted a risk assessment before implementing significant changes, such as consolidation of two elected offices. The recommendation was for the County to develop management strategies to anticipate, identify and respond to significant changes, including those in structure, personnel and technology.

Although the County did not disagree with this recommendation, as circumstances allow, the proposed deconsolidation does not appear to result in significant changes to the County's department structure,

personnel or technology. The Ad Hoc has reviewed the current status of the Auditor-Controller-Treasurer-Tax Collector and discussed the proposed deconsolidation with the Elected Auditor-Controller-Treasurer-Tax Collector and determined that the consolidation of the offices of Auditor-Controller and Treasurer-Tax Collector merged only the duties of the elected office holders. The departments remained separate in personnel and function. The position allocation within each department remained the same, and the only position subsequently added is related to the specific duties of the Treasurer-Tax Collector's Office and would remain after separation of the offices. Although the ordinance consolidating the offices provided for the consolidation of the budgets of the offices, this step has not been implemented. Thus, separating the offices will not require any changes in staffing or a separation of budgets.

The Ad Hoc further determined, in consideration of the timelines required by Elections Code and keeping in mind that ordinances are effective thirty (30) days after adoption, that the ordinance deconsolidating the offices must be adopted no later than November 18, 2025, for the deconsolidation of offices to be effective for the ballot or the June 2, 2026, Statewide Primary Election.

Under Government Code section 24301, the Board of Supervisors may, by ordinance, separate offices previously consolidated. The proposed ordinance would set the effective date of the separation at the expiration of the term of the incumbent. The effective date of the proposed ordinance would be December 19, 2025, which is also the first day that forms for securing signatures on a petition in-lieu-filing-fee are made available for the June 2, 2026, Statewide Primary Election.

The proposed ordinance would also establish qualifications and continuing education requirements for the newly created positions of Auditor-Controller and Treasurer-Tax Collector, pursuant to State law.

Alternative Action/Motion:
Provide alternative direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial 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: Yes
CEO Liaison: Executive Office
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**

Item #: 3e)

Date: November 18, 2025 Executed Item Type: Ordinance
Number: 4552

ORDINANCE NO. 4552

ORDINANCE REPEALING MENDOCINO COUNTY CODE SECTION 2.16.070, ADDING SECTION 2.16.080, AND AMENDING CHAPTER. 2.36 AND SECTION 2.16.041 FOR THE PURPOSE OF SEPARATING THE OFFICE OF AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR TO THE SEPARATE OFFICES OF AUDITOR-CONTROLLER AND TREASURER-TAX COLLECTOR

WHEREAS, on December 14, 2021, the Mendocino County Board of Supervisors enacted Ordinance No. 4500, consolidating the offices of Auditor-Controller and Treasurer-Tax Collector; and

WHEREAS, Ordinance No. 4500 made consolidation of the offices effective as of January 2023, in order to allow the voters to select the first Auditor-Controller/Treasurer-Tax Collector; and

WHEREAS, on July 12, 2022, the Mendocino County Board of Supervisors enacted an urgency ordinance, Ordinance No. 4509, accelerating the effective dated of the consolidations of the duties of the offices of Auditor-Controller and Treasurer-Tax Collector to July 12, 2022; and

WHEREAS, since July 12, 2022 the duties of the offices of Auditor-Controller and Treasurer-Tax Collector have been performed by the Auditor-Controller/Treasurer-Tax Collector; and

WHEREAS, California Government Code section 24301 allows a board of supervisors, by ordinance, to separate duties previously consolidated, if deemed by that board to be in the public interest; and

WHEREAS, the Mendocino County Board of Supervisors has determined that separation of the office of Auditor-Controller/Treasurer-Tax Collector into the office of the Auditor-Controller and office Treasurer-Tax Collector would be in the public interest.

The Mendocino County Board of Supervisors of the County of Mendocino, State of California, ordains as follows:

Section 1: Section 2.16.070 of the Mendocino County Code is hereby repealed.

Section 2: Section.2.16.080 of the Mendocino County Code is hereby added to read as follows:

> **Section.2.16.080 – Separation of Consolidated Offices of Auditor-Controller and Treasurer-Tax Collector.**
>
> The consolidated county offices of Auditor-Controller and Treasurer-Tax Collector are separated into two separate offices, Office of the Auditor-Controller and the consolidated Office of the Tresasure-Tax Collector, effective 12 o'clock noon, January 4, 2027.

Section 3: Section 2.16.041 of the Mendocino County Code is hereby amended in its entirety to read as follows:

> **Sec.** 2.16.041 **– Qualification For Treasurer-Tax Collector.**
>
> Pursuant to Government Code Section 27000.6, the provisions of Government Code Sections 27000.7, 27000.8 and 27000.9, as may be amended from time to time,

establishing qualifications and continuing education requirements for the office of County Treasurer, County Tax Collector, or County Treasurer-Tax Collector are hereby adopted and shall be applicable to the office of Treasurer-Tax Collector in Mendocino County. Evidence of such qualifications shall be presented to the registrar of voters with a candidate's nomination papers.

Section 4: Chapter 2.36 of the Mendocino County Code is hereby amended in its entirety to read as follows:

CHAPTER. 2.36 – AUDITOR-CONTROLLER

Sec. 2.36.010 – Qualification For Auditor-Controller.

Pursuant to Government Code Section 26946, the provisions of Government Code Sections 26945 and 26945.1, as may be amended from time to time, establishing qualifications and continuing education requirements for the office of County Auditor are hereby adopted and shall be applicable to the office of Auditor-Controller in Mendocino County. Evidence of such qualifications shall be presented to the registrar of voters with a candidate's nomination papers.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 6. **Effective Date.** This ordinance shall take effect on the 31st day after the date of final passage, but shall become operative 12 o'clock noon on January 4, 2027.

Passed and adopted by the Board of Supervisors of the County of Mendocino, State of California, on this 18th day of November, 2025 by the following roll call vote:

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

WHEREUPON, the Chair declared the Ordinance passed and adopted and **SO ORDERED**.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

ORDINANCE NO. 4552

ORDINANCE REPEALING MENDOCINO COUNTY CODE SECTION 2.16.070, ADDING SECTION 2.16.080, AND AMENDING CHAPTER. 2.36 AND SECTION 2.16.041 FOR THE PURPOSE OF SEPARATING THE OFFICE OF AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR TO THE SEPARATE OFFICES OF AUDITOR-CONTROLLER AND TREASURER-TAX COLLECTOR

WHEREAS, on December 14, 2021, the Mendocino County Board of Supervisors enacted Ordinance No. 4500, consolidating the offices of Auditor-Controller and Treasurer-Tax Collector; and

WHEREAS, Ordinance No. 4500 made consolidation of the offices effective as of January 2023, in order to allow the voters to select the first Auditor-Controller/Treasurer-Tax Collector; and

WHEREAS, on July 12, 2022, the Mendocino County Board of Supervisors enacted an urgency ordinance, Ordinance No. 4509, accelerating the effective dated of the consolidations of the duties of the offices of Auditor-Controller and Treasurer-Tax Collector to July 12, 2022; and

WHEREAS, since July 12, 2022 the duties of the offices of Auditor-Controller and Treasurer-Tax Collector have been performed by the Auditor-Controller/Treasurer-Tax Collector; and

WHEREAS, California Government Code section 24301 allows a board of supervisors, by ordinance, to separate duties previously consolidated, if deemed by that board to be in the public interest; and

WHEREAS, the Mendocino County Board of Supervisors has determined that separation of the office of Auditor-Controller/Treasurer-Tax Collector into the office of the Auditor-Controller and office Treasurer-Tax Collector would be in the public interest.

The Mendocino County Board of Supervisors of the County of Mendocino, State of California, ordains as follows:

Section 1: Section 2.16.070 of the Mendocino County Code is hereby repealed.

Section 2: Section.2.16.080 of the Mendocino County Code is hereby added to read as follows:

> **Section.2.16.080 – Separation of Consolidated Offices of Auditor-Controller and Treasurer-Tax Collector.**
>
> The consolidated county offices of Auditor-Controller and Treasurer-Tax Collector are separated into two separate offices, Office of the Auditor-Controller and the consolidated Office of the Tresasure-Tax Collector, effective 12 o'clock noon, January 4, 2027.

Section 3: Section 2.16.041 of the Mendocino County Code is hereby amended in its entirety to read as follows:

> **Sec.** 2.16.041 **– Qualification For Treasurer-Tax Collector.**
>
> Pursuant to Government Code Section 27000.6, the provisions of Government Code Sections 27000.7, 27000.8 and 27000.9, as may be amended from time to time,

establishing qualifications and continuing education requirements for the office of County Treasurer, County Tax Collector, or County Treasurer-Tax Collector are hereby adopted and shall be applicable to the office of Treasurer-Tax Collector in Mendocino County. Evidence of such qualifications shall be presented to the registrar of voters with a candidate's nomination papers.

Section 4: Chapter 2.36 of the Mendocino County Code is hereby amended in its entirety to read as follows:

CHAPTER. 2.36 – AUDITOR-CONTROLLER

Sec. 2.36.010 – Qualification For Auditor-Controller.

Pursuant to Government Code Section 26946, the provisions of Government Code Sections 26945 and 26945.1, as may be amended from time to time, establishing qualifications and continuing education requirements for the office of County Auditor are hereby adopted and shall be applicable to the office of Auditor-Controller in Mendocino County. Evidence of such qualifications shall be presented to the registrar of voters with a candidate's nomination papers.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall take effect on the 31st day after the date of final passage, but shall become operative 12 o'clock noon on January 4, 2027.

Passed and adopted by the Board of Supervisors of the County of Mendocino, State of California, on this 18th day of November, 2025 by the following roll call vote:

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

WHEREUPON, the Chair declared the Ordinance passed and adopted and **SO ORDERED**.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

ORDINANCE SUMMARY

ORDINANCE REPEALING MENDOCINO COUNTY CODE SECTION 2.16.070, ADDING SECTION 2.16.080, AND AMENDING CHAPTER. 2.36 AND SECTION 2.16.041 FOR THE PURPOSE OF SEPARATING THE OFFICE OF AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR TO THE SEPARATE OFFICES OF AUDITOR-CONTROLLER AND TREASURER-TAX COLLECTOR

This ordinance would repeal, add and amend specified sections of the Mendocino County Code to deconsolidate the office of the Auditor-Controller-Treasurer-Tax Collector into two separate offices, the Auditor-Controller and the Treasurer-Tax Collector, which deconsolidation would be operative on January 4, 2027. The ordinance also adopts qualifications and continuing education and requirements for the Treasurer-Tax Collector and Auditor-Controller as permitted by State law.

Sec. 2.16.070 – Office of County Auditor-Controller and County Treasurer-Tax Collector Consolidated.

Pursuant to Government Code Sections 24304.2 and 24305, the duties and the budgets of the Offices of County Auditor-Controller and County Treasurer-Tax Collector are hereby consolidated effective 12 o'clock noon on January 2, 2023. The title of the officer performing the duties of the offices hereby consolidated shall the "County Auditor-Controller-Treasurer-Tax Collector."

(Ord. No. 4500, § 2, 12-14-2021)

CHAPTER 2.36 COUNTY AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

Sec. 2.36.010 – Qualifications for Office.

Pursuant to the provisions of Government Code Sections 26946 and 27000.6, the provisions of Government Code Sections 26945 and 27000.7 are hereby made applicable to the position of County Auditor-Controller-Treasurer-Tax Collector. Accordingly, to be eligible for election or appointment to the office of County Auditor-Controller-Treasurer-Tax Collector, a person must possess the qualifications established by State law for both County Auditor and County Treasurer. Evidence of such qualifications shall be presented to the registrar of voters with a candidate's nomination papers.

(Ord. No. 4500, § 3, 12-14-2021)

Sec. 2.36.020 – Continuing Education.

Pursuant to the provisions of Government Code Sections 26946 and 27000.6, the provisions of Government Code Section 26945, concerning continuing education requirements for County Auditors, and the provisions of Government Code Sections 27000.8 and 27000.9, concerning continuing education requirements for County Treasurer, are hereby made applicable to the position of County Auditor-Controller-Treasurer-Tax Collector.

(Ord. No. 4500, § 3, 12-14-2021)

CHAMISE CUBBISON
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

501 LOW GAP ROAD, RM. 1080
UKIAH, CALIFORNIA 95482
PHONE (707) 234-6860 FAX (707) 467-2503
www.mendocinocounty.gov

Date: November 3, 2025
To: Board of Supervisors
From: Chamise Cubbison, Auditor-Controller/Treasurer-Tax Collector
Subject: Repealing Consolidation of Auditor-Controller and Treasurer-Tax Collector Office

The current combined office of Auditor-Controller/Treasurer-Tax Collector will come up for election in June 2026. The consolidation of the elected department head positions has not resulted in greater efficiency, cost savings, nor accountability. In order to provide more accountability, checks and balances, and a manageable workload, the ordinance consolidating the positions should be repealed and the combined elected office position should be separated back into two positions elected by the public.

The separation of the positions will allow for more focused attention afforded to each office from an elected office holder and is anticipated to result in better outcomes for both the office of Auditor-Controller (ACO) and the office of Treasurer-Tax Collector (TTC). The Board moved forward with consolidation without any analysis and an incorrect assumption that there would be fiscal and staff efficiencies to having one elected department head instead of two.

At the time of the consolidation, both the elected Treasurer-Tax Collector and the Acting Auditor-Controller informed the Board of Supervisors that both department head roles were full-time roles that were not figure heads, but rather positions that performed critical high level work products key to the operations and reporting of both offices, and that it would be difficult to combine those responsibilities under one individual.

The experience of the last three years has been that more of the focus of the combined role has been on the Auditor-Controller's office, the financial reporting and implementation of new Government Accounting Standards. While improvements have been made to the staffing structure of the Treasurer-Tax Collector's office, there are several areas that need additional concentrated attention. The combining of the elected role has also resulted in significant extra work for the elected role, double the conferences and regional meetings, less time to perform work historically performed by the individual roles and a very real need to hire additional staff. The elected Auditor-Controller/Treasurer-Tax Collector, the Acting ACTTC and the respective Assistants in both the ACO and TTC have all had to work unsustainable amounts of hours beyond a normal 40 hour work weeks for the entire time the offices have been combined. The reviews and audits performed by outside agencies have indicated that there is not sufficient staffing in these offices. Leaving the offices combined will continue to put additional burden on the single elected Auditor-Controller/Treasurer-Tax Collector and the other staff in these offices.

It should be noted that the staff in both offices have persevered in spite of uncertainty and changes in leadership. They have worked effectively, showing professionalism and excellent teamwork. The suggested benefits and risks of separating the offices should in no way be seen as a reflection of the hardworking employees in both offices.

There is not anticipated to be any significant disruption to the daily work of the offices. There are only two areas that were combined after the consolidation. The payroll for the TTC is handled by the staff in the ACO that processes ACO payroll and some of the budget projection and entry for the TTC's two relatively small budget units has been prepared by staff in the ACO that also prepares the ACO budget. Those two tasks would be returned to TTC staff. Current staff in the TTC office have performed those tasks in the past. 18 of the 21 employees in the two offices have worked under the separate offices and under the combined offices.

The fiscal impact is expected to be primarily to the budget of the ACO. The current TTC budget may have an impact of between $6,000 - $10,000 depending on who may be elected to the Treasurer-Tax Collector role as the salary will likely be aligned with that of the Assessor-Clerk Recorder like it was in the past. That salary is presently $161,000. The TTC budget is currently being charged 25% of the ACTTC position or $45,000. The Investment Operations Analyst position that was created to fill the Treasury tasks previously performed by the elected Treasurer-Tax Collector was last filled at $110,000. If necessary, that position, which is currently vacant and in recruitment, could remain unfilled, which would result in an overall $6,000 increase in salary costs to the TTC budget unit. However, it should be noted that the majority of the costs for both of those positions are reimbursed by the Treasury Pool for those tasks performed that relate to the Treasury Investments and Banking. It is anticipated that having a full-time elected department head in the TTC office would likely improve collections in revenue, which would benefit the General Fund revenues.

The ACO budget would likely experience an increase due to the salary of the Auditor-Controller needing to be adjusted and fully allocated to the ACO budget, with no allocation to the TTC budget. The current Auditor-Controller/Treasurer-Tax Collector salary is out of historical alignment after the last elected official salary increase did not factor in the ACTTC salary when the others were adjusted. Based on historical salary tables and historical separation of the Auditor-Controller salary from the Treasurer-Tax Collector and Assessor-Clerk Recorder salaries, it is possible that the Auditor-Controller salary may be adjusted to something in the area of $175,000. The ACO budget is currently receiving $135,000 of Auditor-Controller/Treasurer-Tax Collector base salary, which is a difference of $40,000 presently.

It should be noted that if the Board moves forward with the separation of the offices, Human Resources will be directed to perform a review and bring forward a Resolution to establish the salaries for the next election. There will be additional salary and benefit costs depending on who the next elected person is.

While there may be some financial impact because of the separation of the offices, it is very likely that both offices will experience improved focus on their respective statutory responsibilities. In addition, it is likely there will be a positive impact to revenues collections which improves revenues allocated to the General Fund overall. Those potential increases in revenue are expected to outweigh any additional costs associated with either budget unit.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3f)

To: BOARD OF SUPERVISORS
From: Executive Office and Sheriff-Coroner
Meeting Date: November 18, 2025

Department Contact:	Doug Anderson	**Phone:**	707-234-6054
Department Contact:	Greg VanPatten	**Phone:**	707-463-4086

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Third Amendment to BOS Agreement No.17-161 with Nacht & Lewis Architects, a California Corporation, to Extend the Contract Termination Date from December 31, 2025, to June 30, 2026, for Architectural Design and Engineering Services on the Jail Project

Recommended Action/Motion:
Approve the third amendment to BOS Agreement No. 17-161 with Nacht & Lewis Architects, a California corporation, to extend the contract termination date from December 31, 2025, to June 30, 2026, for architectural design and engineering services on the jail project; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Approval of agreement 17-161 on December 19, 2017; approval of the first amendment to the agreement on February 25 2020 for an energy study to analyze the cost and energy savings associated with heating and cooling options for the project increasing the contract amount by $47,730 and extending contract to June 30, 2023; approval of the second amendment to the agreement in the amount of $346,360 to account for rate increases between 2017 and 2025 and extend the contract termination dated to December 31, 2025.

Summary of Request:
Architectural design and engineering services by the Architect of Record for the Jail Construction project will be required through construction completion, occupancy and final approvals by the Board of State and Community Corrections (BSCC). The initial agreement and previous amendments anticipated the work necessary to complete the project, however, delays in approval to bid and award of the construction contract from the BSCC, and construction delays that have extended the construction duration through January 31, 2026 will require the contract term extend beyond construction completion and through final approvals.

Alternative Action/Motion:
Do not approve the amendment and provide alternate direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: CP 1712
current f/y cost: none
budget clarification: N/A
annual recurring cost: None for this agreement.
budgeted in current f/y (if no, please describe): Yes
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: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025 Executed Item Type: Agreement
Number: 17-161-A3

Original Agreement No.	**BOS 17-161**
Amendment 1	**BOS 17-161 A1**
Amendment 2	**BOS 17-161 A2**

THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS 17-161

This Third Amendment to Agreement No. **BOS 17-161** is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Nacht & Lewis Architects, a California Corporation**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. **BOS 17-161** was entered into on December 19, 2017 (the "Initial Agreement"); and

WHEREAS, the First Amendment to Agreement No. **BOS 17-161** was entered into on February 25, 2020 (the "First Amendment"), increasing the total compensation amount by $47,730 for a new total of $2,957,730.00 and extending the termination date of the Agreement from June 30, 2021 to June 30, 2023; and

WHEREAS, the Second Amendment to Agreement No. **BOS 17-161** was entered into on May 9, 2023 (the "Second Amendment"), increasing the total amount to a new total of $3,304,090, and extending the termination date of the Agreement from June 30, 2023 to December 31, 2025; and

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

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this third 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 December 31, 2025, to June 30, 2026 to ensure the SB844 Jail Project is completed under the oversight of the Architect of Record.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from December 31, 2025, to June 30, 2026.

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: 10/31/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 1712

Line Item: 864365 CP915

Org/Object Code: CP

Grant: ☐ Yes ☒ No

Grant No. :

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: 10/31/2025

NAME AND ADDRESS OF CONTRACTOR:

Natch and Lewis

600 Q Street, Suite 100

Sacramento, CA 95811

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

By signing 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 11/18/2025

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 11/18/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 10/31/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 10/31/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 10/31/2025

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 #: 3g)

To: BOARD OF SUPERVISORS
From: Executive Office and Sheriff-Coroner
Meeting Date: November 18, 2025

Department Contact:	Doug Anderson	**Phone:**	707-234-6054
Department Contact:	Greg VanPatten	**Phone:**	707-463-4086

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Second Amendment to BOS Agreement No. 19-239 with Vanir Construction Management, a California Corporation, to Increase the Total Amount Payable by $273,989 for a New Agreement Total of $2,135,295 for Construction Management Services on the Jail Project

Recommended Action/Motion:
Approve the second amendment to BOS Agreement No. 19-239 with Vanir Construction Management, a California corporation, to increase the total amount payable by $273,989 for a new agreement total of $2,135,295 for construction management services on the jail project; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Approval of agreement BOS 19-239 on October 07, 2019 with Vanir Construction Management for the SB 844 New Jail Facility for $1,509,698; approval of first amendment with Vanir Construction Management increasing the amount payable by $351,608 and increasing the contract term through June 30, 2026 on May 9, 2023.

Summary of Request:
Construction management services for the Jail Construction project will be required through construction completion, occupancy and final approvals by the Board of State and Community Corrections (BSCC). While the first amendment addressed initial delays in state approval of the project, subsequent delays in approval to bid and award of the construction contract from the BSCC, and construction delays that have extended the expected construction duration through January 31, 2026 will require additional Construction Management hours to oversee the completion of the contract. Despite these delays, the overall project remains within budget, and the cost of this amendment will be offset by savings in construction contingency and other soft cost line items. The agreement and amendment payment terms are for time and materials not to exceed the contract amount; the county will only be charged for the actual hours of work performed.

Alternative Action/Motion:
Do not approve the amendment and provide alternate direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: CP 1712
current f/y cost: maximum $273,989
budget clarification: The overall project remains within budget, the cost of this amendment will be offset by savings in construction contingency and other soft cost line items.
annual recurring cost: None for this agreement.
budgeted in current f/y (if no, please describe): Yes
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: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025 Executed Item Type: Agreement
Number: 19-239-A2

BOS AGREEMENT No. **19-239-A2**

Original Agreement No.	**BOS 19-239**
Amendment 1	**BOS 19-239 A1**

SECOND AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NO. 19-239

This second Amendment to Agreement No. **BOS 19-239** is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Vanir Construction Management, a California Corporation** hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. **BOS 19-239** was entered into on October 07, 2019 (the "Initial Agreement"); and

WHEREAS, the First Amendment to Agreement No. **BOS 19-239** was entered into on May 9, 2023 (the "First Amendment"), extending the termination date of the agreement to June 30, 2026 and modifying the payment terms including Construction Services hours and revised billing rates and increasing the maximum compensation payable by $351,608 for a new total of $1,861,306 for the term of the agreement; and

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

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

WHEREAS, Construction delays have extended the construction duration of the SB844 Jail project requiring Construction Management services by four months, and the County requires Construction Management services through final acceptance by the Board of State and Community Corrections, and it is the desire of the Contractor and the County to amend the Payment Terms to include Attachment 1 which extends the estimate of Construction Services hours through March of 2026 resulting in an increase in fees not to exceed $273,989;

NOW, THEREFORE, we agree as follows:

1. The Payment Terms in Exhibit B will be amended to include the additional Construction Services hours and rate proposal in Attachment 1,

2. The maximum compensation payable to the Contractor shall be increased from $1,861,306 to $2,135,295 for the term of this agreement.

All other terms and conditions of BOS Agreement No. 19-239 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 10/31/2025

Budgeted: [X] Yes [ ] No

Budget Unit:1712 Line

Item: 864365 CP915

Org/Object Code: Grant:

Yes [ ] [X] No

Grant No. :

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: Deputy 11/18/2025

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 11/18/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 10/31/2025

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: 11/03/2025

NAME AND ADDRESS OF CONTRACTOR:

Vanir Construction Management

4540 Duckhorn Drive, Suite 300

Sacramento, CA 95834

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: 10/31/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 10/31/2025

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: _____

ATTACHMENT 1

Project: Mendocino County - Jail Expansion

	2025	2026	Construction Services (Hours)						
			Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Total Hours by Position	CM Fee
PIC	$260	$268		0	0	0	0	0	$0
Project Director	$239	$246	5	20	20	20	10	75	$18,284
Senior PM	$212	$218	40	176	160	152	88	616	$133,136
Project Engineer	$148	$152	40	176	160	152	176	704	$106,359
Scheduling	$180	$185	2	8	8	8	0	26	$4,766
Reimbursables	-	-		-	-	-	-	-	$11,445
Total								**1,421**	**$273,989**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3h)

To: BOARD OF SUPERVISORS
From: Executive Office
Meeting Date: November 18, 2025

Department Contact: Heather Correll Rose, Risk **Phone:** 707-234-6061

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Authorization to Acquire Replacement Vehicle, a 4WD Extended Cab Truck, for the Department of Planning and Building (Fixed Assets) Due to Vehicle Collision, Including Approval of Insurance Reimbursable Appropriations Adjustments in the Amount not to exceed $46,000 as follows: Appropriation and Revenue Increase in the Department of Planning and Building Budget Unit 2851, Line Items 864370 and 827802 in the Amount of $46,000.00; and Addition of Vehicle to the List of Fixed Assets

Recommended Action/Motion:
Authorize acquisition of replacement vehicle, a 4WD Extended Cab Truck, for the Department of Planning and Building (Fixed Assets) due to vehicle collision, including approval of insurance reimbursable appropriations adjustments in the amount not to exceed $46,000 as follows: appropriation and revenue increase in the Department of Planning and Building Budget Unit 2851, line items 864370 and 827802 in the amount of $46,000; approve addition of vehicle to the List of Fixed Assets; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
The Board of Supervisors adopted the Final Budget for 25/26 which included the schedule of fixed assets for FY 25/26.

Summary of Request:
The Department of Planning and Building was involved in a vehicle accident leaving a truck and corresponding trailer totaled. The replacement cost of this vehicle is not to exceed $46,000.00. The County is anticipating receipt of a claim to recoup the full cost of the replacement from the insurance company less the County's deductible. General Liability will be transferring $20,000.00 for the vehicle (the County's deductible) into the Department of Planning and Building budget, as well as transferring the remaining funds received by the insurance company for the cost of the vehicle. Additionally, an appropriation increase in BU 2851/864370 is necessary, as well as an offsetting increase in Revenues for BU 2851/827802 to allow for purchase of these vehicles.

The Executive Office/Risk Management Division is recommending the replacement of the damaged vehicle to be the most fuel/energy efficient model that will accomplish the work. Pursuant to Government Code Section 25262, pertaining to the purchase of assets/vehicles, the Board of Supervisors approval of the acquisition of the asset is required.

Alternative Action/Motion:
Do not replace the vehicles.

Item #: 3h)

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: 2851/0713
current f/y cost: $46,000.00
budget clarification: N/A
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: N/A
CEO Liaison: Executive Office
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: EO-Risk Management/Planning and Building Date 08/15/2025

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
7130	GL0713	825810	Other Gov't	$ 26,000.00	I	$ 0.00
7130	GL0713	865802	OTO	$ 46,000.00	I	$ 0.00
1100	PB	827802	OTI	$ 46,000.00	I	$ 45,000.00
1100	PB	864370	EQUIPMENT	$ 46,000.00	I	$ 0.00

Increase appropriations for the replacement of damaged vehicle. Total purchase price not to exceed $47,000. Source of funds $26,000 from PRISM, $20,000 from Risk Liability Fund.

Increase appropriations to PB to allow for a Risk replacement vehicle transaction.

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

Prepared by: Heather Correll Rose Ph: 707-391-1663 Email: correllh@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. 10T003 Date 10/24/2025 AUDITOR-CONTROLLER By Shannon Cubbison

COUNTY EXECUTIVE OFFICER: ☐ RECOMMENDATION ☑ APPROVAL ☐ DENIED

COMMENTS:

Date 09/25/2025 Darcie Antle

COUNTY EXECUTIVE OFFICER

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

REMARKS:

Date 11/18/2025 DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

V # _____
(Assigned by Fleet Division)

VEHICLE REQUEST FORM

DEPARTMENT INSTRUCTIONS: Section 1 is due to the Facilities and Fleet Division by 1/31/2025. Completed form with cost estimates will be returned to Departments by 2/17/2025. For vehicles Departments intend to budget after receiving cost estimates, forms with Sections 1, 2 and 3 completed must submitted to the Executive Office by 2/24/2025 with a scanned copy of the complete forms sent to gsabudgetrequests@mendocinocounty.gov. (PLEASE NOTE: only one (1) vehicle per request form)

Section 1: Vehicle Information/Description. Department to complete, forward hard copy to the Executive Office by 1/31/2025* with a scan sent to gsabudgetrequests@mendocinocounty.gov.

Department, Budget Unit: 2851 | Division: PBS

Vehicle Type (with specifications) and Proposed Program/Use: Replacement Vehicle Requested by Department as replacement for totaled vehicle. Requested 4WD, Extended Cab, Truck.

Source of Funding: Vehicle Replace Explain: Replacing Totaled 06-048 Truck

If replacing a current vehicle, please provide: Vehicle number, mileage, type of vehicle being surplused. 06-048 - Totaled

I hereby request General Services Agency/Facilities and Fleet Division to obtain quotes for the above requested vehicle for FY 2025-26

2/27/25
Date:

Budget Officer/Requestor (Please Print Name)

Section 2: Facilities and Fleet Assessment. Facilities and Fleet to review and complete Section 2 with cost estimate, recommendation, and forward to Department for consideration by 2/17/2025)

Total Vehicle Cost Estimate: $ 33,263.10

Comments:

4WD Tayota Tacoma - $38,485 + 17% = $45,027.45
19/24 MPG

Ford Maverick 4WD - $28,430 + 17% = $33,263.10
22/29 MPG

Facilities and Fleet Resource Analysis:

Current Number of Departmental Pool Vehicles: NA

Total Annual Miles Driven by Department Fleet: NA

Average Age of Department Fleet: NA

Fleet Recommendation:

☒ Recommend Purchase as requested ☐ Recommend with exception(s): _____

☐ Do not Recommend Purchase, please explain: _____

2/27/25
Date:

Facilities and Fleet Signature

Section 3: Departmental Authorization. With Sections 1 and 2 completed, Departments must sign, authorizing estimated project cost for FY 2025-26 and return to the Executive Office by 2/24/2025

The estimated cost provided by the Executive Office/Facilities and Fleet Division will be included in the budget submitted for Budget Unit Number: _____ Line Item 864370 for FY 2025-26

Date:

Department Head Signature (Please Sign and Print Name)

Form# MCB02

$28,430
Estimated Net Price[55]

$351
Per Month For 48 Month Lease[56]

Get an Internet Price

Change Model

Paint[54]

Color

Oxford White

2024 Maverick® XL

Summary

Paint[54]

Oxford White	$0

Powertrains[54]

2.0L I-4 EcoBoost® Engine	$0
AWD	$2,220
8-Speed Automatic Transmission	$0

Packages[54]

XL (100A)	$0

Digitally generated image shown. Actual vehicle may vary. See dealer for details.



Exterior[54]

17" Sparkle Silver Steel Wheels	$0
P225/65R 17" A/S BSW Tires	$0
Mini Spare Tire	$0

Digitally generated image shown. Actual vehicle may vary. See dealer for details.

$28,430
Estimated Net Price[S5]

$351
Per Month For 48 Month Lease[S6]



Interior[S4]

Black Onyx	$0
Cloth Bucket Front-Seats	$0
AM/FM Stereo with 6 Speakers	$0

Get an Internet Price

Search Inventory

Pricing Summary

Base MSRP[S1]	$23,920
Options[S4]	+ $2,220
Accessories[S8]	+ $0
Destination Charges[S17]	+ $1,595
Acquisition Fee[S18]	+ $695
Total MSRP[S16]	= $28,430
Estimated Net Price[S5]	**= $28,430**
Monthly Payment[S6]	**$351**

Lease based on $2,774 down payment, 48 month term and 10,500 mileage, $0 trade-in-value. Customize payment.

Special Offers

Look Up Trade-In-Value >

Estimate Your Credit >

Get Prequalified >

95482

2024 Ford Maverick MPG: Configuration

What makes the Ford Maverick fuel efficient? It all depends on which configuration you choose. The Ford Maverick hybrid MPG is going to differ from the Ford Maverick AWD MPG, for example. Hybrid options fare better for Big Lake drivers looking to save at the pumps, but the overall Ford Maverick fuel economy comes as no slouch. Compare the various Ford Maverick MPG ratings below:

2024 Ford Maverick Hybrid MPG

- **Ford Maverick XL (FWD):** 42 city mpg / 33 hwy mpg
- **Ford Maverick XLT (FWD):** 42 city mpg / 33 hwy mpg
- **Ford Maverick Lariat (FWD):** 42 city mpg / 33 hwy mpg

2024 Ford Maverick FWD MPG

- **Ford Maverick XL (FWD):** 23 city mpg / 30 hwy mpg
- **Ford Maverick XLT (FWD):** 23 city mpg / 30 hwy mpg
- **Ford Maverick Lariat (FWD):** 23 city mpg / 30 hwy mpg

2024 Ford Maverick AWD MPG

- **Ford Maverick XL (AWD):** 22 city mpg / 29 hwy mpg
- **Ford Maverick XLT (AWD):** 22 city mpg / 29 hwy mpg
- **Ford Maverick XLT with Tremor Off-Road Package (AWD):** 20 city mpg / 24 hwy mpg
- **Ford Maverick Lariat (AWD):** 22 city mpg / 29 hwy mpg
- **Ford Maverick Lariat with Tremor Off-Road Package (AWD):** 20 city mpg / 24 hwy mpg

Cornerstone Ford Chat Team
Welcome to Cornerstone Ford
anything I can help you with t

Standard ✓

Available ○

Not Available —

— Collapse All



SR

2.4L 4-Cyl. Turbo Engine 4-Wheel Drive
5-ft. bed Double Cab

Change Model Build

MPG/Other/Price

Price

Base MSRP *	$36,990

Mileage Estimates

Est. mpg rating (city/highway/combined) *	19/24/21

TOYOTA

ZIP CODE: **95482**

Your 2025

Tacoma SR

$38,485

Total Amount as Built*



Summary

	Option Code	Price
Tacoma SR Base MSRP *		$36,990

Cabs & Beds

Double Cab with 5-ft bed

Colors

EXTERIOR: **Ice Cap**		-
INTERIOR: **Black Fabric**		-

Powertrain

ENGINE: **i-FORCE 2.4L 4-Cyl. Turbo Engine**		-
DRIVETRAIN:: **4-Wheel Drive**		-
TRANSMISSION:: **8-Speed Automatic Transmission**		-

Packages

50 State Emissions		INCLUDED
Delivery, Processing and Handling Fee		$1,495
Total SRP*		**$38,485**

Maintenance

ToyotaCare ⓘ		$0 (NO COST) *
No cost maintenance plan and roadside assistance. *		
Total Amount as Built*		**$38,485**

Welcome to Toyota!

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Decline Accept

Dealer Websites: Toyota Motor North America (TMNA) does not control/is not responsible for content, products, services, on dealer websites or their privacy/security practices. Show More

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3i)

To: BOARD OF SUPERVISORS
From: Agriculture
Meeting Date: November 18, 2025

Department Contact: Angela Godwin **Phone:** 707-234-6830

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Acceptance of the 2022 Mendocino County Crop Report

Recommended Action/Motion:
Accept the 2022 Mendocino County Crop Report.

Previous Board/Board Committee Actions:
The Board of Supervisors regularly receives and accepts Crop Reports from the Department of Agriculture.

Summary of Request:
The Crop Report details the economic performance for the various agricultural sectors within the county on a calendar year basis. Essential elements include comparisons to the previous year's activity and trends over extended time frames. This Annual Report allows the Board of Supervisors and the public to review the performance and productivity of agriculture in Mendocino County for 2022.

The 2022 Crop Report includes overdue statistical adjustments made in coordination with the USDA National Agricultural Statistics Service, the California Department of Food and Agriculture Production Statistics, and various agricultural commodity commissions.

The Department of Agriculture/Weights & Measures (AWM) is aware of past struggles to include accurate Cannabis crop data in the report, which included extremely low production cultivation survey response and questionable extrapolations. Beginning with the 2023 Crop Report, AWM will be able to rely on cannabis cultivation information available through the County's Cannabis Cultivation Licensing programs to incorporate additional information into the County's Crop Report.

Alternative Action/Motion:
Provide direction to staff.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Item #: 3i)

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 Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025

Mendocino County

2022 Crop Report



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Angela Godwin
Agricultural Commissioner
Sealer of Weights and Measures

KAREN ROSS, SECRETARY
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
and THE HONORABLE BOARD OF SUPERVISORS OF MENDOCINO COUNTY
Madeline Cline, 1st District
Maureen Mulheren, 2nd District
John Haschak, 3rd District, Chair
Bernie Norvell, 4th District, Vice-Chair
Ted Williams, 5th District
and Darcie Antle, CEO

In accordance with Section 2279 of the California Food and Agricultural Code, I am pleased to submit the long-anticipated 2022 annual crop report for Mendocino County. It is important to note that the values represented in this report reflect the gross value of agricultural commodities grown in Mendocino County and do not consider costs associated with labor, planting, irrigation, distribution, among other production activities.

The total gross agricultural value for all commodities produced in 2022 was $262,129,000, a 23% increase from the 2021 value of $200,556,316. Wine grapes remain the leading commodity in 2022, with a value of $109,012,000, up 29%. Fruits and nuts combined totaled $127,702,000, a 32% increase, including a 23% increase in Pear production of $17,676,000 and an Apple production increase of 125% due to corrected production acreage. Nursery production increased by 134% due to increases in recorded acreage to $4,269,000. Vegetable production increased by 9% to $1,511,000. Field Crops, which include grains, hay, and pasture, decreased by 53% to $6,545,000, primarily related to the drought conditions.

Agricultural production, excluding timber, totaled $148,586,000. Timber was the second leading commodity, with a gross "at mill" value of $113,181,000, a 28.5% increase over the previous year's total of $67,128,681. Mendocino County ranked 4th in the State in timber volumes and produced roughly 8.4% of the State's total timber harvest in 2022.

Cattle production decreased significantly in the number of head (42%). Still, the price per unit was stable, even as the ongoing drought reduced forage availability, forcing ranchers to purchase supplemental feed at record-high prices. This prompted selective herd liquidations to curb costs, minimized impacts through rotational grazing, participation in the USDA's Livestock Forage Disaster Program, while preserving breeding stock. Comparative data from the 2017 and 2022 USDA Census Data indicate a roughly 55% decrease.

I wish to express my sincere appreciation to the agricultural industry and the various state and national agencies that furnish the necessary statistical information that makes this report possible. Using a combination of Mendocino County Crop Report Survey results and USDA NASS 2022 Census Survey data, we have made some long-overdue reconciliations/adjustments. I would also like to thank the University of California Cooperative Extension and all the members of my staff, especially Andy Walker, John Dunsford, II, and Cannabis Division staff, Sara McBurney, and Heidi Cremelle, for their hard work, valuable input, and assistance in producing this report.

Respectfully submitted,

Angela J. Godwin, Agricultural Commissioner/Sealer of Weights & Measures

FRUIT AND NUT CROPS

COMMODITY	YEAR	BEARING ACREAGE	TONS PER ACRE	PRODUCTION IN TONS	$ PER TON	VALUE
APPLES, TOTAL	**2022**	**485**	**1.3**	**631**	**$ 475** (4)	**$ 299,000**
	2021	216	1.1	237	$ 691 (4)	**$ 163,800**
Fresh	**2022**					
	2021			**42**	**$ 1,950**	**$ 81,900**
Other	**2022**					
(Dried, Juice, etc.)	2021			**195**	$ 420	$ 81,900
WINE GRAPES, TOTAL	**2022**	**17,400**	**3.5**	**61,000**	**$ 1,790**	**$ 109,012,000**
	2021	**16,514**	**2.8**	**47,093**	**$ 1,794**	**$ 84,484,842**
White	**2022**	**5,940**	**3.6**	**26,000**	**$ 1,430**	**$ 37,180,000**
Varieties	2021	**5,534**	**3.6**	20,113		
Red	**2022**	**11,500**	**2.5**	**35,000**	**$ 2,110**	**$ 73,850,000**
Varieties	2021	**10,980**	**2.5**	26,980		
PEARS, TOTAL (1)	**2022**	**1,310**	**15.3**	**20,000**	**$ 884** (4)	**$ 17,676,000**
	2021	**1,063**	**18.3**	**19,431**	**$ 553** (4)	**$ 10,745,343**
Bartlett (2)	**2022**	**1,230**	**14.8**	**18,200**	**$ 918** (4)	**$ 16,671,000**
	2021	**941**	**19.4**	**18,250**	**$ 524** (4)	**$ 9,563,000**
Canning	**2022**			**7,020**	**$ 538**	**$ 3,777,000**
	2021			**10,004**	**$ 431**	**$ 4,311,724**
Fresh (2)	**2022**			**8,620**	**$ 1,410**	**$ 12,154,000**
	2021			**4,590**	**$ 874**	**$ 4,011,660**
Other	**2022**			**2,570**	**$ 295**	**$ 758,000**
(Baby Food	2021			**1,907**	**$ 297**	**$ 566,379**
Dried, Paste)						
Bosc(2)	**2022**			**154**	**$ 1,770**	**$ 271,000**
	2021	**65**	**7.3**	**457**	**$ 928**	**$ 424,096**
Red (2)	**2022**			**381**	**$ 1,930**	**$ 734,000**
	2021	**42**	**17.2**	**724**	**$ 1,038**	**$ 751,512**
MISC. TOTAL (3)	**2022**	**161**				**$ 715,000**
	2021	**243**				**$ 1,085,000**
TOTALS:	**2022**	**19,400**				**$ 127,702,000**
	2021	**18,016**				$ 92,723,750







(1) Does not include misc./other pears. See (3)

(2) The fresh values listed for pears are FOB values. The actual average prices paid per ton to the growers (farm gate values) for 2022 were: Bartlett $1,410, Bosc $1,770, and Reds $1,930.
for 2021 were: Bartlett $438, Bosc $468, and Reds $462.

(3) Miscellaneous includes berries, cherries, chestnuts, olives, other pears, guava, peaches, persimmons, table grapes pistachios and walnuts

(4) Weighted average

Some values throughout this report may not compute exactly due to computational rounding.

FRUIT, NUT, AND GRAPEVINE ACREAGE

CROP	ACRES BEARING	ACRES NON-BEARING	TOTAL
APPLES	485	9	494
WINE GRAPES, TOTAL	17,400	1,200	18,600
Red	11,500	793	12,300
White	5,940	407	6,350
OLIVES			109
PEARS, TOTAL	1,310	7	1,320
Bartlett	1,230	5	1,240
Red	45	1	46
Bosc	32	1	33
Other			
WALNUTS, ENGLISH			46
MISCELLANEOUS*	71	0	71
TOTALS:	**19,300**	**1,220**	**20,500**

*Miscellaneous includes berries, cherries, chestnuts, guava, peaches, persimmons, pistachios, plums, and table grapes.



LIVESTOCK INVENTORIES

COMMODITY	2022	2021
All Cattle and Calves	**14,900**	26,000
Sheep and Lambs, all	**4,900**	6,900
Hogs and Pigs	**398**	390
Other Livestock**	**8,400**	4,400

**Other Livestock includes goats, bison, llama, poultry and rabbits

LIVESTOCK PRODUCTION

COMMODITY	YEAR	NO. OF HEAD	TOTAL CWT** LIVE WT.	$ PER	$ VALUES
CATTLE AND CALVES	**2022**	**7,280**	**54,200**	**$136**	**$7,387,000**
	2021	**19,000**	**126,800**	**$138**	**$17,498,400**
SHEEP AND LAMBS	**2022**	**2,080**	**1,860**	**$242**	**$451,000**
	2021	**2,700**	**2,850**	**$142**	**$404,700**
HOGS AND PIGS	**2022**	**299**	**709**	**$79**	**$56,000**
	2021	**370**	**980**	**$83**	**$81,340**
MISCELLANEOUS*	**2022**				**$332,000**
	2021				**$469,000**
TOTALS:	**2022**				**$8,226,000**
	2021				**$18,453,440**

*Miscellaneous includes goats, pigeons, poultry, rabbits, turkeys, bison and aquaculture (fish farms).
**CWT= 100 lbs.





LIVESTOCK AND POULTRY PRODUCTS

COMMODITY	YEAR	PRODUCTION IN LBS.	PER UNIT	$ VALUE
MILK	**2022**	**	**	**
	2021	**	**	**
WOOL	**2022**	**13,800**	**$0.80**	**$11,000**
	2021	**20,000**	**$1.05**	**$21,000**
MISCELLANEOUS*	**2022**			**$322,000 *****
	2021			**$1,368,000**
TOTALS:	**2022**			**$333,000 *****
	2021			**$1,389,000**

*Miscellaneous includes apiary, eggs, emus, cheese, manure, and ostriches.

** Data was not available
***Value is base on USDA National Agricultural Statistics Service Data

NURSERY PRODUCTION

COMMODITY	YEAR	GREENHOUSE SQUARE FEET	FIELD ACRES	$ VALUES
Nursery*	**2022**	**178,000**	**36**	**$4,269,000**
	2021	**61,001**	**18**	**$1,805,000**
Christmas Trees	**2022**	**N/A**	**N/A**	**N/A**
	2021	N/A	N/A	**$16,000**
TOTALS	**2022**	**178,000**	**36**	**$4,269,000**
	2021	**61,001**	**18**	**$1,821,000**

*Includes turf and cut flowers



VEGETABLE CROPS

	YEAR	ACRES	$ VALUES
Miscellaneous Vegetables*	**2022**	**141**	**$1,511,000**
	2021	350	**$1,387,000**

*Includes beans, sweet corn, garlic, herbs, melons, peas, potatoes, squash, tomatoes, etc.

FIELD CROPS

COMMODITY	YEAR	ACRES	YIELD/ ACRE	TOTAL YIELD	PER AUM	$ VALUES
IRRIGATED PASTURE	**2022**	**2,170**	**9.00 AUM***	**19,530**	**$35.00**	**$684,000**
	2021	**3,200**	9.00 AUM*	**28,800**	**$34.00**	**$979,200**
PASTURE, other (grassland, coast bench)	**2022**	**166,300**	**1.03 AUM***	**171,289**	**$20.00**	**$3,426,000**
	2021	**363,000**	**1.02 AUM***	**370,260**	**$18.50**	**$6,849,810**
RANGE	**2022**	**124,000**	**0.70 AUM***	**86,800**	**$15.00**	**$1,389,000*** **
	2021	**355,000**	**0.69 AUM***	**244,950**	**$16.00**	**$3,919,200**
MISCELLANEOUS**	**2022**					**$1,046,000**
	2021					**$2,150,000**
TOTALS:	**2022**					**$6,545,000**
	2021					$13,898,210

*AUM means Animal Unit Month (food required to feed a 1,000 pound cow for one month).

**Miscellaneous includes alfalfa, barley, beans, corn, hay and oats.

***Bureau of Land Management Land Estimate

FOREST PRODUCTS

TIMBER	2022	2021
Log Production (board feet)	**128,761,000**	**83,183,000**
Total Stumpage Value, net	**$61,712,000**	**$33,806,835**
Total Value at Mill, gross	**$113,181,000**	**$67,128,681**

1) Calendar year 2022 showed an increase (Approx. 35.4%) in timber harvest volume when compared to 2021.

2) The average price for stumpage based on the information provided by the Board of Equalization is approximately **$479/mbf** for reported timber harvested in Mendocino County.

3) Stumpage values were higher - **$479/mbf** for 2022 compared to $407/mbf for 2021.

4) The combined value of delivered value at the mill includes both stumpage ($479/mbf) and logging and hauling costs (approx. $400/mbf) for a total value of $879/mbf = **$113,180,919**

5) Mendocino County produced approximately 8.4% of the total timber produced in the State in 2022.

6) The State's reported total timber harvest volume for 2022 = 1,524,267 mbf. Compared to 2021 (1,701,131 mbf) represents roughly a 10.4% decrease in total state harvest volume.

7) Mendocino County ranked 4th in the state in timber volumes for 2022. The top ranking counties in 2022 were Butte, Plumas, Humboldt, Mendocino, Siskiyou, El Dorado, Lassen,

10 YEAR COMPARISON (LOG PRODUCTION)

YEAR	Log Production (Board Feet)	Value at Mill (Gross)
2022	**128,761,000**	**$113,181,000**
2021	83,183,000	$67,128,681
2020	114,458,000	$93,855,560
2019	120,288,000	$109,582,368
2018	137,465,000	$132,516,260
2017	120,460,000	$102,000,000
2016	106,727,000	$76,696,600
2015	121,701,000	$83,730,300
2014	115,197,000	$74,980,000
2013	111,574,000	$66,051,800
2012	121,850,000	$71,587,951



SUSTAINABLE AGRICULTURE

ORGANIC ACRES

CROPS	ACRES
Wine grapes	3,348
Fruits & Nuts	360
Vegetables	59
Pasture/Forage/Grain	1,842
Propagation	0
TOTAL	**5,609**

PEST EXCLUSION

Parcel Post & Truck Shipment Inspections

SHIPMENTS INSPECTED	EXOTIC PESTS INTERCEPTED	SHIPMENTS REJECTED
433	7	2

BIOLOGICAL CONTROL

BIO-CONTROL AGENT	SCOPE OF PROGRAM
Bull Thistle Gall Fly……..	3 Sites
Gorse Weevil……	Generally Distributed
Gorse Spider Mite……	Generally Distributed
Italian Thistle Seed Head Weevil……	Widely Distributed
Klamath Weed Beetles……	Widely Distributed
Klamath Weed Root Borers……	Widely Distributed
Puncture Vine Seed Weevil……	Generally Distributed
Puncture Vine Stem Weevil……	Generally Distributed
Tansy Ragwort Cinnabar Moth……..	Established
Tansy Ragwort Flea Beetle……	Established
Yellow Starthistle Seed Head Weevil…….	Widely Distributed
Yellow Starthistle Gall Forming Fly……	Widely Distributed
Yellow Starthistle Hairy Weevil……..	Generally Distributed
Yellow Starthistle Peacock Fly…..…..……	Widely Distributed

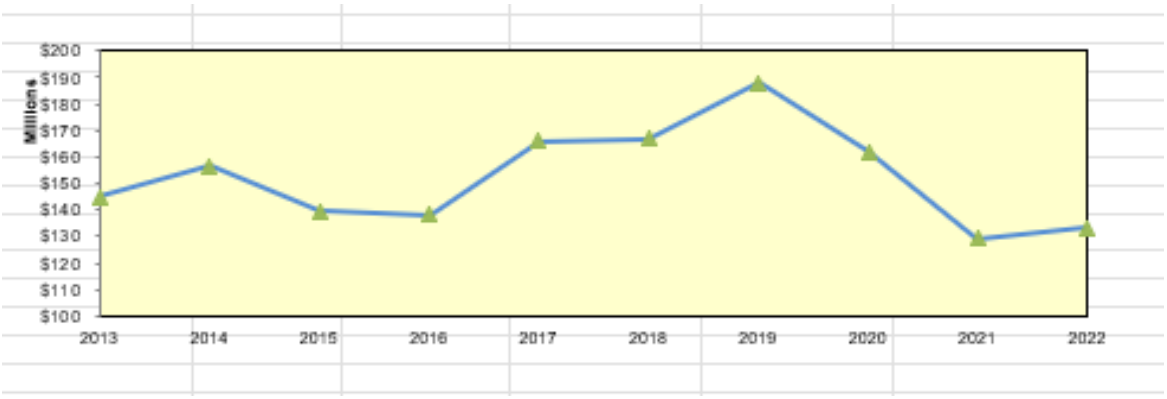


Gorse Seed Weevil
Image by George Markin, USDA Forest Service, Bugwood.org



False Peacock Fly
Image by Mark Schwarzlander, University of Idaho, Bugwood.org

VALUE OF MENDOCINO COUNTY AGRICULTURE (EXCLUDING TIMBER)
2012-2022



MILLION DOLLAR CROPS

WINE GRAPES	$	109,012,000
TIMBER	$	113,181,000
PEARS	$	17,676,000
CATTLE & CALVES	$	7,387.000
COMMERCIAL FISHING	$	7,093,073
NURSERY	$	4,269,000
PASTURE	$	3,426,000
RANGELAND	$	1,046,000

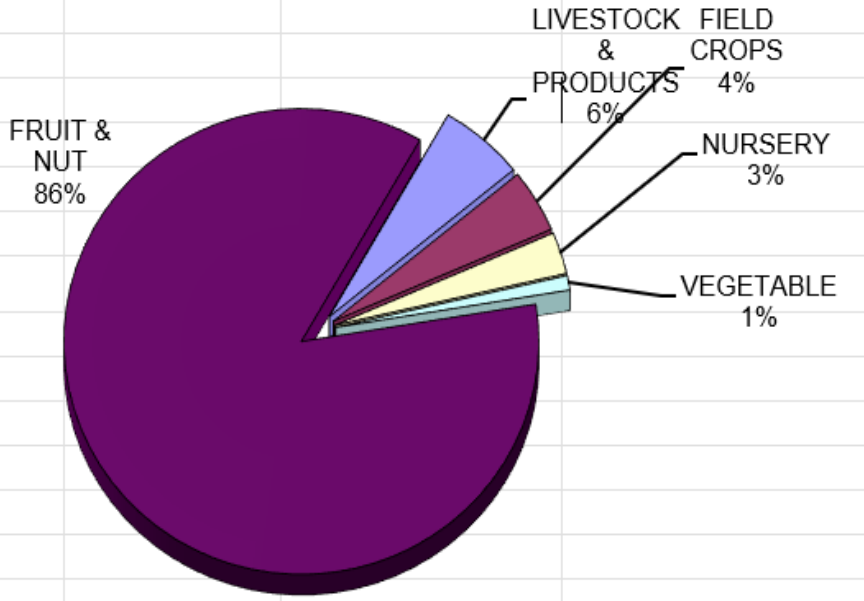






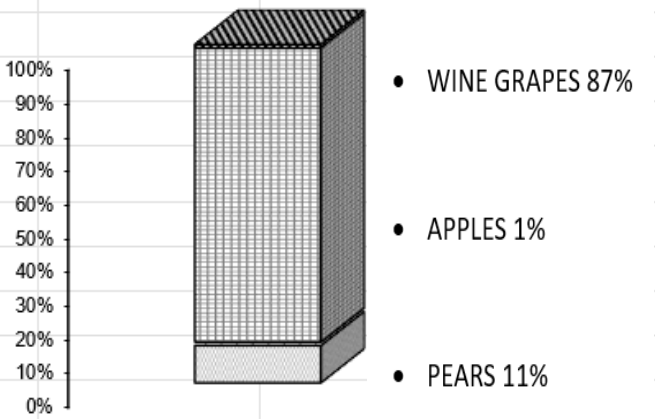
SHARES OF AGRICULTURAL VALUE

ALL AGRICULTURE (EXCLUDING TIMBER)



TOTAL $ 133,427,635
(Excludes Forest Products)

FRUIT & NUT CROPS



TOTAL $96,494,357

SUMMARY OF PRODUCTION

COMMODITY		2022			2021	
FRUITS AND NUTS	$	127,702,000		$	96,478,985	
LIVESTOCK PRODUCTION	$	8,226,000		$	18,453,440	**
LIVESTOCK AND POULTRY PRODUCTS	$	333,000	*	$	1,389,000	*
NURSERY PRODUCTION	$	4,269,000		$	1,821,000	
VEGETABLE CROPS	$	1,511,000		$	1,387,000	
FIELD CROPS	$	6,545,000		$	13,898,210	
FOREST PRODUCTS	$	113,181,000		$	67,128,681	
TOTALS:	$	261,767,000		$	200,556,316	**

*Milk production values were not available at the time of publication so were not included in the total.

**Revised figure.

FIVE YEAR VALUE COMPARISON

ALL COMMODITIES

YEAR	FRUIT/ NUTS	LIVESTOCK PRODUCTION	LIVESTOCK AND POULTRY PRODUCTS	NURSERY PROD.	VEG PROD.	FIELD CROPS	TOTAL
2022	**$ 127,702,000**	**$ 8,226,000**	**$695,000**	**$ 4,269,000**	**$ 1,511,000**	**$ 5,873,000**	**$ 148,276,000**
2021	$ 96,478,985	$ 18,453,440	$1,389,000	$ 1,821,000	$ 1,387,000	$ 13,898,210	$ 133,427,635
2020	$ 92,723,750	$ 18,243,770	$ 1,430,280	$ 1,842,000	$ 1,365,000	$ 13,415,050	$ 129,019,850
2019	$ 114,432,271	$ 18,575,700	$ 1,502,720*	$ 1,769,000	$ 1,280,000	$ 13,465,950	$ 162,036,841
2018	$ 152,631,600	$ 18,496,800	$ 1,389,000*	$ 1,619,000	$ 1,120,000	$ 13,037,960	$ 188,294,360





TOP TEN GRAPE VARIETY VALUES

VARIETY	Acres Bearing	Acres Total	TONS	VALUE PER TON	TOTAL VALUE
Chardonnay	4,358	4,474	20,822	$1,398.00	$29,109,156
Cabernet Sauvignon	3,169	3,202	13,626	$2,011.00	$27,401,886
Pinot Noir	2,787	2,842	7,663	$3,111.00	$23,839,593
Zinfandel	1,599	1,612	4,193	$1,806.00	$7,572,558
Merlot	1,161	1,161	3,375	$1,456.00	$4,914,000
Sauvignon Blanc	722	779	3,223	$1,483.00	$4,779,709
Petite Sirah	564	570	1,933	$2,039.00	$3,941,387
Syrah	533	533	1,528	$1,862.00	$2,845,136
Carignane	318	318	751	$1,742.00	$1,308,242
Grenache	120	132	467	$2,196.00	$1,025,532

*Milk production values were not available at the time of publication so were not included in the total.

SUPPLEMENT TO CROP REPORT: COMMERCIAL FISH CATCH

COMMODITY	TOTAL LBS	TOTAL VALUE
SABLEFISH	1,159,622	$ 1,409,791
SALMON, CHINOOK	214,040	$ 1,263,671
SOLE, PETRALE	969,497	$ 1,167,566
ROCKFISH, CHILIPEPPER	1,314,243	$ 629,341
CRAB, DUNGENESS	93,007	$ 497,495
SEA URCHIN, RED	195,056	$ 415,676
ROCKFISH, BOCACCIO	668,653	$ 285,571
SOLE, DOVER	644,920	$ 259,744
LINGCOD	128,889	$ 183,416
Sea Urchin, Purple	33,286	$ 130,879
MICELLANEOUS	667,749	$ 849,923
TOTALS:	**6,088,962**	**$ 7,093,073**

COMMERCIAL FISH CATCH TEN YEAR VALUE COMPARISON



YEAR	POUNDS	VALUE
2022	**6,088,962**	**$ 7,093,073**
2021	5,077,973	$ 9,062,051
2020	4,442,999	$ 6,512,952
2019	4,162,260	$ 6,752,019
2018	4,758,204	$ 9,322,768
2017	5,316,750	$ 9,509,163
2016	4,255,270	$ 7,664,567
2015	6,626,041	$ 11,174,296
2014	8,857,427	$ 14,356,515
2013	10,278,045	$ 17,280,900

Source - State of California Department of Fish and Wildlife
All figures are rounded

UKIAH 100 YEAR RAINFALL DATA

(FROM UKIAH FIRE DEPARTMENT RECORDS)

SEASON	TOTAL	SEASON	TOTAL		SEASON	TOTAL
1914-15	49.28	1954-55	25.63		1994-95	58.88
1915-16	34.80	1955-56	51.09		1995-96	44.10
1916-17	30.23	1956-58	32.36		1996-97	39.07
1917-18	23.43	1956-57	58.87		1997-98	63.95
1918-19	37.23	1958-59	26.42		1998-99	34.77
1919-20	19.05	1959-60	32.60		1999-00	33.81
1920-21	47.94	1960-61	34.89		2000-01	26.68
1921-22	28.74	1961-62	31.46		2001-02	31.74
1922-23	30.35	1962-63	44.45		2002-03	49.70
1923-24	16.19	1963-64	24.96		2003-04	38.99
1924-25	47.44	1964-65	50.84		2004-05	41.46
1925-26	26.33	1965-66	35.46		2005-06	60.39
1926-27	47.32	1966-67	43.16		2006-07	26.15
1927-28	34.94	1967-68	32.95		2007-08	31.64
1928-29	24.44	1968-69	51.28		2008-09	22.68
1929-30	31.08	1969-70	48.71		2009-10	40.51
1930-31	20.06	1970-71	38.31		2010-11	42.78
1931-32	27.67	1971-72	25.61		2011-12	23.50
1932-33	24.71	1972-73	42.09		2012-13	24.05
1933-34	25.21	1973-74	57.09	*	2013-14	28.86
1934-35	33.05	1974-75	38.60		2014-15	26.75
1935-36	37.83	1975-76	18.75		2015-16	35.05
1936-37	29.24	1976-77	14.20		2016-17	51.65
1937-38	55.13	1977-78	53.66		2017-18	23.68
1938-39	22.86	1978-79	30.23	**	2018-19	49.25
1939-40	41.01	1979-80	44.79		2019-20	20.06
1940-41	56.92	1980-81	26.82		2020-21	19.62
1941-42	48.21	1981-82	55.82		2021-22	21.46
1942-43	40.41	1982-83	70.19			
1943-44	26.19	1983-84	43.76			
1944-45	31.74	1984-85	27.40			
1945-46	36.11	1985-86	48.68			
1946-47	25.90	1986-87	25.25			
1947-48	32.93	1987-88	30.22			
1948-49	27.53	1988-89	31.48			
1949-50	29.75	1989-90	26.91			
1950-51	42.28	1990-91	26.00			
1951-52	47.74	1991-92	31.38			
1952-53	45.06	1992-93	50.49			
1953-54	35.74	1993-94	23.73			

FISCAL YEAR DATA

*Starting water year 2013-2014 (October 1 - September 30), data source changed from Ukiah Fire Department records to Ukiah Municipal Airport readings.

**Starting water year 2018-2019 (October 1 - September 30), data source changed from Ukiah Municipal Airport to the Potter Valley weather station.



Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3j)

To: BOARD OF SUPERVISORS
From: Agriculture
Meeting Date: November 18, 2025

Department Contact: Angela Godwin **Phone:** 707-234-6830

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive Cooperative Agreement with California Department of Food and Agriculture (CDFA) in the amount of $12,084.23 for Reimbursement of Phytophthora Ramorum - Quarantined (SOD) Activities for the Term of July 1, 2025, through June 30, 2026

Recommended Action/Motion:
Approve retroactive Cooperative Agreement with CDFA in the amount of $12,084.23 for reimbursement of Phytophthora Ramorum - Quarantined (SOD) Activities for the term of July 1, 2025, through June 30, 2026; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Approval of BOS Agreement providing reimbursement for SOD Activities. Approval of BOS Agreement 25-0146 on February 25, 2025, and BOS Agreement 22-0592 on May 3, 2022 Cooperative Agreement with the California Department of Food and Agriculture providing reimbursement for SOD activities.

Summary of Request:
This is a retroactive agreement with CDFA that provides reimbursement for Phytophthora Ramorum - Quarantine (SOD) program activities performed by County Staff for the term of July 1, 2025 through June 30, 2026. Due to the State getting this contract to the department late this contract is now retroactive even though County Staff has been doing work. Phytophthora Ramorum - Quarantine (SOD) is a pest exclusion program ran through the California Department of Food and Agriculture. The mission of Pest Exclusion is to keep exotic agricultural and environmental pests out of the state of California and to prevent or limit the spread of newly discovered pest within the state. To accomplish this mission, the Branch has two roles: (1) quarantine regulatory compliance and enforcement and (2) service to the agriculture industry and the public.

Alternative Action/Motion:
Deny approval of agreement and pay for required Phytophthora Ramorum - Quarantine (SOD) program activities with County General Fund

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Item #: 3j)

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: CDFA
current f/y cost: $0.00 after reimbursement from CDFA
budget clarification: 2710
annual recurring cost: $0.00
budgeted in current f/y (if no, please describe): Yes
revenue agreement: N/A
AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes
CEO Liaison: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025 Executed Item Type: Interim Agreement
Number: *25-180

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
25-0431-027-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   COUNTY OF MENDOCINO

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $12,084.23

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF MENDOCINO

BY *(Authorized Signature)*	DATE SIGNED
Angela Godwin	10-21-25

PRINTED NAME AND TITLE OF PERSON SIGNING
Angela J. Godwin Agricultural Commissioner

ADDRESS
890 North Bush Street, Ukiah, CA 95482-3745

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP25PPQFO000C438
Federal Award Date:	July 29, 2025
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$1,308,771.00
Effective Dates for CDFA:	July 1, 2025 through June 30, 2026
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: County will perform P. ramorum program enforcement activities in support of the State Oak Mortality Disease Control regulation, State and Federal Quarantines.

   Project Title: Phytophthora ramorum - Quarantined

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Shadi Moscouplos	Name:	Angela Godwin
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Mendocino
Address:	1220 N Street	Address:	890 North Bush Street
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Ukiah, CA 95482-3745
Phone:	916-531-5747	Phone:	707-234-6830
Email Address:	Shadi.Moscouplos@cdfa.ca.gov	Email Address:	agcomm@mendocinocounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**
Name:	Lee Thao	Name:
Division/Branch:	PHPPS / Pest Exclusion	Organization:
Address:	1220 N Street	Address:
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:
Phone:	916-584-1632	Phone:
Email Address:	Lee.Thao@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name: Amanda Stoner
Organization: County of Mendocino
Address: 890 North Bush Street
City/State/Zip: Ukiah CA. 95482
Phone: (707)234-6836
Email Address: Stonera@mendocinocounty.gov

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Angela J Goodman
DEPARTMENT HEAD

Date: 10-21-25

Budgeted: ☒ Yes ☐ No

Budget Unit: 2710

Line Item: 82-5670

Org/Object Code: AG

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: Deputy 11/18/2025

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 11/18/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 10/08/2025

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Department of Food & Agriculture

1220 N Street, Room 120

Sacramento, CA 95814

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: Marie Lin
COUNTY COUNSEL

Date: 10/08/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 10/08/2025

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: _____

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on 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. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK
***Phytophthora ramorum* Program**
Quarantined Counties
July 1, 2025 - June 30, 2026

The county agrees to perform *Phytophthora ramorum* (*P. ramorum*) program enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by Federal Domestic Quarantine 7 CFR 301.92 and State Interior Quarantine CCR 3700.

This agreement is inclusive of the county's agreement to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

Key Actions to be Conducted Under this Agreement Include:

SECTION 1: PERSONNEL ACTIVITIES

- **A. Quarantine Enforcement**
- **B. Regulatory Activities at Nurseries Previously Positive for *P. ramorum***
- **C. Response at Nurseries Newly Positive for *P. ramorum***
- **D. Data Entry/ Sample Submission**
- **E. Trace Forward/Trace Back Investigations**

SECTION 2: NON-PERSONNEL

- **A. Supplies/Equipment**
- **B. Vehicle/Mileage**

SECTION 3: REPORTING/REIMBURSEMENT

- **A. Monthly Activity Report**
- **B. Reimbursement**

SECTION 1: PERSONNEL ACTIVITIES

A. Quarantine Enforcement

The county agrees to perform regulatory enforcement activities in support of the State Oak Mortality Disease Control regulation (CCR, Division 4, Chapter 4, Subchapter 6, Section 3700) and the federal *P. ramorum* regulation (7 CFR, Section 301.92 and associated federal orders).

1. Federal Domestic Quarantine 7 CFR 301.92

For each county, reimbursable activities for work associated with the enforcement of Federal Domestic Quarantine 7 CFR 301.92 will include the activities described below, as appropriate, when the regulated articles (1-9) will be shipped interstate.

i. Nurseries Containing Host and/or Associated Host Material

- Annual inspection of host and associated host plants including collection, processing, and submission of at least 40 symptomatic or asymptomatic samples
- Per-shipment or 30-day visual inspection of host and associated host plants and collection, processing, and submission of symptomatic material
- Issuance of compliance agreement and compliance monitoring

ii. Nurseries Containing Only Non-Host Material in Soil

- Annual inspection including collection, processing, and submission of symptomatic material only
- Issuance of compliance agreement and compliance monitoring

iii. Nurseries with Only Bare-Root Non-Host Material

- Annual visual inspection and collection, processing, and submission of symptomatic material only
- Monitor compliance

iv. Wood Products (Logs, Lumber, Firewood)

- Perform inspections and issue certificates
- Issuance of compliance agreement and compliance monitoring

v. Wreathes, Garlands, and Greenery

- Perform inspections
- Monitor treatment and issue certificates
- Issuance of compliance agreement and compliance monitoring

vi. Green Waste Origin Facility and Transporters

- Issuance of compliance agreement and compliance monitoring of facility and transporters

vii. Soil

- Perform inspections
- Monitor treatment and issue certificates
- Issuance of compliance agreement and compliance monitoring

viii. Compost

- Issuance of compliance agreement and compliance monitoring

ix. Tree Farms

- Annual inspection of host and associated host plants including collection, processing, and submission of at least 40 symptomatic or asymptomatic samples
- Issuance of compliance agreement and compliance monitoring

2. State Interior Quarantine CCR 3700

For each county, reimbursable activities for work associated with the enforcement of State Interior Quarantine CCR 3700 will include the activities described below, as appropriate, when the regulated articles (1-6) will be shipped from the quarantine area and within California.

i. Nurseries with Host or Associated Host Plants
- Annual inspection of host and associated host plants including collection, processing, and submission of at least 40 symptomatic or asymptomatic samples
- Per-shipment or 30-day visual inspection of host and associated host plants and collection, processing, and submission of symptomatic material
- Issuance of compliance agreement and compliance monitoring

ii. Wood Products (Logs, Lumber, and Firewood)
- Perform inspections and issue certificates
- Issuance of compliance agreement and compliance monitoring

iii. Wreathes, Garland, and Greenery
- Perform inspections
- Monitor treatment and issue certificates
- Issuance of compliance agreement and compliance monitoring

iv. Green Waste Origin Facility and Transporters
- Issuance of compliance agreement and compliance monitoring of facility and transporters

v. Compost
- Issuance of compliance agreement and compliance monitoring

vi. Tree Farms
- Annual inspection of host and associated host plants including collection, processing, and submission of at least 40 symptomatic or non-symptomatic samples
- Issuance of compliance agreement and compliance monitoring

B. Regulatory Activities at Nurseries Previously Positive for *P. ramorum*

Regulated Establishments (*Formerly known as DA-2014-02 Federal Order Phytophthora ramorum (Previously Positive Host Nursery Modifications)*)

Please see this link for the most current federal regulations.

Regulatory Enforcement at Regulated Establishments
The county must have an interstate shipping nursery or a nursery that supplies an interstate shipping nursery that is previously positive for *P. ramorum*.

As required, perform inspections at establishments previously positive for *P. ramorum* that ship regulated nursery stock interstate or outside of the contiguous quarantined counties or supply nurseries that ship regulated nursery stock interstate or outside of the contiguous quarantined counties.

Please see this link for the most current federal inspection protocol for regulated establishments.

C. Response at Nurseries Newly Positive for *P. ramorum*

Activities in response to the detection of *P. ramorum* include trace forward and trace back investigations, eradication activities at positive nurseries as required by the *P. ramorum* program, and using the most current USDA protocols. Eradication activities include issuing hold notices, destruction, delimitation/follow-up inspection and sampling, and sanitation procedures.

Please see the following link for the most current federal positive nursery response.

D. Data Entry/Sample Submission

The county is responsible for ensuring the following data set is accurately completed in a timely manner:

1. Pest and Damage Record (PDR)

The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC), located at 3294 Meadowview Road, Sacramento, CA 95832, for identification. The county must complete an electronic copy of the CDFA's PDR on the CDFA's Plant Division Extranet site. A hard copy of the PDR must accompany the samples to the PPDC as well.

"SOD-Sudden Oak Death" must be selected as the <Program> for each PDR submitted to the PPDC for this program and choose from 03 Quarantine-Federal Domestic, 21 Compliance Agreement Survey, 22 Trace Back Survey, or 23 Trace Forward Survey in the activity field. Please do not use the general plant pathology codes in the activity field.

2. List of Regulated Establishments

The county must provide updates of regulated establishments to the CDFA. Please contact Carolyn Lambert at carolyn.lambert@cdfa.ca.gov with any changes to your county regulated establishment list.

The list of regulated establishments in each county can be found here.

3. Data Collection

The county must send completed USDA Data Collection spreadsheets of nursery visit data to Carolyn Lambert at carolyn.lambert@cdfa.ca.gov after every visit to regulated nurseries.

E. Trace Forward/Trace Back Investigations

When *P. ramorum* is detected in a nursery, county agricultural commissioners will conduct trace forward and trace back investigations at locations in their county that have either supplied (trace back) or received (trace forward) plants from the positive nursery. Trace back activities include inspection of source nurseries for symptomatic plants, collection and submission of samples, and any other regulatory activities such as issuing hold notices and submitting inspection results.

Trace Forward Protocol
For the activities performed at nurseries, residences, and commercial sites that have received plants from a confirmed *P. ramorum* positive nursery use the protocol outlined in the most current USDA Trace Forward Protocol.

Trace Back Protocol
For the activities performed at nurseries that have been implicated as the source of *P. ramorum* positive plants use the protocol outlined in the most current USDA Trace Back Protocol.

SECTION 2: NON-PERSONNEL

A. Supplies/Equipment

Supplies

In accordance with 2 CFR Part 200.1, supplies are considered articles that have a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

Equipment

In accordance with 2 CFR Part 200.1, equipment is considered to be articles that have a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Articles with a unit cost of $5,000.00 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the supplies and equipment are used for the *P. ramorum* program must be maintained by the county.

B. Vehicle/Mileage

The mileage reimbursement rate used on the monthly invoice should be the same as the rate in the work plan. If the federal mileage reimbursement rate fluctuates during the agreement period, counties will submit monthly invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs

Counties must maintain a single vehicle log per vehicle and all mileage must be recorded daily with an indication of which program the vehicle was used for as well as the name of the driver. Vehicle logs must be maintained on a monthly basis.

SECTION 3: REPORTING/REIMBURSEMENT:

A. Monthly Activity Report

The county must utilize the online County Monthly Reporting System to submit a monthly activity report for the *P. ramorum* program. Monthly activity reports must be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Carolyn Lambert at carolyn.lambert@cdfa.ca.gov or by calling (916) 654-0312.

B. Reimbursement

The county must submit a monthly itemized invoice using the provided template (Appendix A) on county letterhead and submit to the CDFA **no later than 30 days** after the end of the coinciding reporting period.

1. Allowable Costs

All invoiced expenses must fall within the parameters of this scope of work and must be directly related to administering and conducting the *P. ramorum* program.

2. Monthly Activity Report Required for Reimbursement

Monthly invoices will not be submitted for reimbursement until submission of the online monthly activity report for the invoicing period has been entered by the county and verified by the CDFA (see section A. Monthly Activity Report above). Hours on the monthly activity report must match the personnel hours invoiced on the corresponding monthly invoice.

3. Hourly Rates on Invoices

Monthly invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

4. Personnel on Invoice Must Match Work Plan

Monthly invoices must reflect work performed by individuals or classifications listed on the work plan.

5. Documentation

Documentation (including receipts for purchases) applicable to reimbursement for expenses does not need to be submitted to the CDFA but must be retained by the county and made available for audit purposes.

6. Substantiation of Costs

All personnel salary costs must be properly tracked or allocated to the agreement in accordance with the Office of Management and Budget requirements and federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the scope of work.

If the county plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work. On a related note, mileage

rates used on invoices must be the same as contained in the work plan. The CDFA will send an email that will notify counties of new rates if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, telecommunications, etc.) for which the county will seek reimbursement under the agreement must be directly related to the cost of administering and conducting the program. Documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work.

Use the following citation for uniform administrative requirements, cost principles, and audit requirements applicable to your agency/organization.

State, Local, and Indian Tribal Governments: 2 CFR 200

7. **Submission of Monthly Invoice**
Invoices must be submitted via email to CDFA.PEB_Interior_Reporting@cdfa.ca.gov. Questions about invoicing/ reimbursement can be directed to Carolyn Lambert (carolyn.lambert@cdfa.ca.gov) via email or by calling (916) 654-0312.

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PEB_Interior_Reporting@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES (PEST EXCLUSION)
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Information)

Accounting use only:

Agreement Name:	Phythophthora ramorum Program - Quarantined
Agreement Number:	
Agreement Amount:	

For State Use Only

Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:
Please pay this amount:

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Billing Period:	From: To: (Example: From Jan 1, 20XX To Jan 31, 20XX)

PERSONNEL COSTS

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Indirect Cost (Max 25%)	Total Costs
1						$ -	$ -	$ -
2						$ -	$ -	$ -
3						$ -	$ -	$ -
4						$ -	$ -	$ -
5						$ -	$ -	$ -
6						$ -	$ -	$ -
7						$ -	$ -	$ -
8						$ -	$ -	$ -
9						$ -	$ -	$ -
10						$ -	$ -	$ -
		TOTALS	0.0	$ -	#DIV/0!	$ -	$ -	$ -

OPERATING EXPENSES

Description (type of supply or expense)	Total Cost
1. Supplies	$0.00
2. Equipment	$0.00
TOTAL OPERATING EXPENSES:	$0.00

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	$0.70	$0.00
TOTAL VEHICLE OPERATIONS:			$0.00

Month:
Total Amount Due: **$0.00**

COMMENTS:

*** Hourly Rate must include Hourly Wage and Benefit Rate.**
**** Overhead percent is eligible, may fluctuate per county and must not exceed 25%**
***** Mileage rates: County vehicle = Not to exceed $0.70 per mile.**
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.

Work Plan for *Phytophthora ramorum* Program
Quarantined Counties
FY 2025/2026
July 1, 2025 through June 30, 2026

cdfa
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

County: Mendocino

Agreement Activities			Number of Facilities Requiring Activities		Estimated Visits/Year/Facility	Estimated Hours/Visit	Estimated Hours/Year
Activities at Regulated Establishments							
Instruction Section:	*A*	Host Nurseries (Exhibit B)	4		1	7	28
	B	Previously Positive Nurseries **(County must have a Participating Nursery)**	0		0	0	0
	C	30-day Pre-Shipment Inspections (Only for Establishments under Exhibit B or D)	4		11	1.5	66
	D	Non-Host Nurseries Shipping Plant Material in Soil (Exhibit J)	1		1	1	1
	E	Non-Host Nurseries Shipping Plant Material without Soil (Bare-Root)	0		0	0	0
	F	Regulatory Activities at Tree Farms (Exhibit I)	3		1	3	9
	G	Regulatory Activities for Wreaths, Garland and Greenery (Exhibit D)	1		1	1	1
	H	Regulatory Activities at Non-Nursery Establishments (Exhibits: C, F, GW2, GW4, GW6, GW10 and GW12)	2		1	2	4
Regulatory Response Activities							
Instruction Section:	*I*	Positive Nursery Response (Confirmed Nursery Protocol)	0		0	0	0
	J	Trace Forward and Trace Back Investigations	3		1	2	6
Administrative Support							
Instruction Section:	*K*	Record Keeping and Random Compliance Monitoring					5
	L	Administrative Support					30
						***Total Activity Hours:**	**150**
Instruction Section:	*M*					**Total Personnel Costs:**	**$7,605.78**
Overhead (Indirect Costs) ----- Not to exceed 25% of Total Personnel Costs							
Instruction Section:	*N*	Enter Overhead Percentage				**25%**	**$1,901.45**
Operating Expenses							
Instruction Section:	*O1*	Supplies				$240.00	**$477.00**
	O2	Equipment				$237.00	
Vehicles							
Instruction Section:	P	Enter Estimated Miles	3000	**Rate Per Mile:**		**0.700**	**$2,100.00**
						TOTAL COST:	**$12,084.23**

***Figure must match the figure on your 'Personnel Cost Per Hour Summary Work Sheet' (tab two). You must submit your completed 'Personnel Cost Per Hour Summary Work Sheet' with your work plan.**

****Mileage rate must be current federal rate (http://www.irs.gov)**

County Personnel Cost Work Sheet
***Phytophthora ramorum* Program**
Quarantined Counties
FY 2025/2026
July 1, 2025 through June 30, 2026

County: Mendocino

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Ag/Measurement Stnds Spec I	$24.97	$17.23	$42.20	0	$0.00
Ag/Measurement Stnds Spec II	$28.55	$19.70	$48.25	117	$5,645.25
Ag/Measurement Stnds Spec III	$36.45	$22.96	$59.41	33	$1,960.53
Agricultural Commissioner	$73.44	$44.06	$117.50	0	$0.00
Staff Assistant III	$21.90	$10.51	$32.41	0	$0.00
Office Services Supervisor	$28.85	$13.85	$42.70	0	$0.00
Position Title 7	$0.00	$0.00	$0.00	0	$0.00
Position Title 8	$0.00	$0.00	$0.00	0	$0.00
Position Title 9	$0.00	$0.00	$0.00	0	$0.00
Position Title 10	$0.00	$0.00	$0.00	0	$0.00
			***Total:**	150	$7,605.78

***Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.**

County Work Plan Summary
***Phytophthora ramorum* Program**
Quarantined Counties
FY 2025/2026
July 1, 2025 through June 30, 2026

County: Mendocino
Agreement Manager: Angela Godwin

Expenses	Description			Total
Personnel Costs for Regulatory Activities	Inspections of Regulated Material, Various Compliance/Treatment Monitoring, Trace Forward/Trace Back, Eradication Activities	**Total Activity Hours:**	150	**$7,605.78**
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	**Overhead Percentage:**	25%	**$1,901.45**
Operating Expenses	All supply/equipment costs exceeding $5,000.00 must be accompanied by an itemized list of items to be purchased.	**Itemized Supply List Required (Y/N):**	N	**$477.00**
Vehicles	Mileage rate must be current federal rate (http://www.irs.gov).	**Estimated Miles:**	3,000	**$2,100.00**
		Rate Per Mile:	0.700	
		TOTAL COST:		**$12,084.23**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3k)

To: BOARD OF SUPERVISORS
From: Agriculture
Meeting Date: November 18, 2025

Department Contact: Angela Godwin **Phone:** 707-234-6830

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Retroactive Approval of Cooperative Agreement with California Department of Food and Agriculture (CDFA) Amending Purchasing Agent Agreement No 24-27, Increasing the Amount by $55,190.30 for a New Total Amount of $97,611.30 for Reimbursement of Noxious Weed (Gorse) Removal from the Caspar Community, for the Period of July 1, 2023, through December 31, 2027

Recommended Action/Motion:
Approve the retroactive Cooperative Agreement with CDFA amending Purchasing Agent Agreement No. 24-27, increasing the amount by $55,190.30 for a new total amount of $97,611.30 reimbursement of Noxious Weed (Gorse) Removal for the term of July 1, 2023, through December 31, 2027; and authorize the Chair to sign the same.

Previous Board/Board Committee Actions:
The Board has historically supported Gorse removal, most recently with approval of BOS Agreement providing reimbursement for Noxious Weed (Gorse) Removal. Approval of BOS Agreement #25-0671 was approved by the Board of Supervisors on July 29, 2025 providing reimbursement for Noxious Weed (Gorse) Removal.

Summary of Request:
The original County/CDFA agreement for this project was approved by the Purchasing Agent in the amount of $42,421. This amendment increases the funding for the project by $55,190.30 to a total of $97,611.30 and extends the ending date to December 31, 2027. Noxious invasive species such as gorse use water, restrict the growth of native vegetation, their roots alter the soil, they are an oily plant that causes a fire hazard and they reduce recreation. The item is retroactive because the amendment was created by the State during the original agreement term.

Alternative Action/Motion:
Provide direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: District 4

Vote Requirement: Majority

Item #: 3k)

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: 1100
current f/y cost: $0 after reimbursement from CDFA
budget clarification: 2710
annual recurring cost: Approximately the same each year
budgeted in current f/y (if no, please describe): Yes
revenue agreement: Yes
AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes
CEO Liaison: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025 Executed Item Type: Interim Agreement
Number: *25-181

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.7/2024)

AMENDED COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER **23-0291-000-SA**
AMENDMENT NUMBER **2**

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   COUNTY OF MENDOCINO
2. The term of this Agreement is: July 1, 2023 through December 31, 2027
3. The maximum amount of this Agreement is: $97,611.30
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Revised Budget for the Line Item Shift more than 10% and revised Scope of Work is attached (3 Pages) and is hereby incorporated into the Agreement.

The revised Budget and Scope of Work is required due to the Line Item Shift being more than 10% of the Budget for contractor charges and added to the Scope of Work.

All other terms and conditions of this Agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF MENDOCINO

BY *(Authorized Signature)*	DATE SIGNED
✍ Angela J Godwin	10-21-25

PRINTED NAME AND TITLE OF PERSON SIGNING
Angela J Godwin

ADDRESS
890 North Bush Street, Ukiah, CA 95482-3745

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

PROJECT

Mendocino County Department of Agriculture

I. Project Plan

Weed Species to be Controlled: (Ulex europaeus) Gorse is the weed species targeted by this project. The small coastal community of Caspar has seen a reemergence of gorse and is becoming completely overrun. The fourteen-foot-tall spinney, dense, and highly flammable bush has become a nuisance and a threat to the residence of Caspar. With gorse being such a fire hazard, and in light of wildfires becoming more prevalent and destructive, the community of Caspar has become more mobilized in its efforts to remove the dangerous stands of gorse. The Caspar Community Center has made funds available to match any moneys spent on this weed abatement project, essentially doubling the amount of area that can be treated.

Methodology: The majority of the mapping has already been conducted from a recent project, so more time can be spent inspecting for re-grown and conducting more much needed removal work. Informational fliers and questionnaires will be sent to the property owners surrounding know gorse sites, with the intention of increasing visual awareness and identifying locations on previously inaccessible properties. Our scope of work hasn't changed so our CEQA notice of exemption posting is still valid.

Location(s): Gorse locations are in the town of Caspar, in the County of Mendocino, in the State of California.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Angela Woodhouse
DEPARTMENT HEAD

Date: 10-21-25

Budgeted: ☒ Yes ☐ No

Budget Unit: 2710

Line Item: 82-5490

Org/Object Code: AG

Grant: ☒ Yes ☐ No

Grant No. : 23-0291-000-SA 2

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 11/18/2025

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 11/18/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 09/17/2025

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Department of Food & Agriculture

1220 N Street, Room 120

Sacramento, CA 95814

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: 09/17/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 09/17/2025

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 ☐

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3l)

To: BOARD OF SUPERVISORS
From: Animal Care
Meeting Date: November 18, 2025

Department Contact: Amy Campbell **Phone:** 707-671-4128

Item Type: Consent Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Adoption of Resolution Authorizing the Shelter Director or Designees to Accept Donation from the Margery S. Pfund Living Trust in the Amount of Four Hundred Eight Thousand Dollars ($408,000) and Authorizing the Shelter Director or Designees to Accept Donations and to Annually Report on Donations Valued in Excess of Ten Thousand Dollars ($10,000); and Immediately Report on Donations Valued at $100,000 or More and Accept Report of Donation and Deposit into the County's Spay and Neuter Reserve Account 1100-770019

Recommended Action/Motion:
Adopt Resolution authorizing the Shelter Director or designees to accept donation from the Margery S. Pfund Living Trust in the amount of four hundred eight thousand dollars ($408,000) and authorizing the Shelter Director or designees to accept donations and to annually report on donations valued in excess of ten thousand dollars ($10,000); accept report of donation and deposit into the county's spay and neuter reserve account 1100-770019; and immediately report on donations valued at $100,000 or more; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Approve adoption of Resolution Authorizing the Shelter Director of Designees to Accept Donation from the Margery S. Pfund Living Trust in the amount of $408,000 and accept report of donation and deposit into the County's spay and neuter reserve account 1100-770019.

Approve adoption of Resolution Authorizing the Shelter Director or Designees to accept donations and to annually report on donations valued in excess of $10,000 and immediately report on donations valued at $100,00 or more.

Alternative Action/Motion:
Provide alternate direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: No funding needed for requested action
current f/y cost: $0
budget clarification: No funding needed for requested action
annual recurring cost: $0
budgeted in current f/y (if no, please describe): No Requesting through this agenda item
revenue agreement: No
AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: No
CEO Liaison: Executive Office
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-186

RESOLUTION NO. 25-186

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ACCEPTING DONATION FROM THE MARGERY S. PFUND LIVING TRUST TO SUPPORT SPAY AND NEUTER SERVICES TO ALLOW THE ANIMAL CARE SERVICES DIRECTOR OR DESIGNEES TO ACCEPT FUTURE DONATIONS MADE TO MENDOCINO COUNTY ANIMAL CARE SERVICES

WHEREAS, pursuant to California Government Code section 25355 the Board of Supervisors may accept donations made to the County and may delegate the power to accept such donations to any County officer; and

WHEREAS, Mendocino County Animal Care Services receives donations that supplement its budget and help to provide necessary services to animals in Mendocino County, including spay and neuter services; and

WHEREAS, the Mendocino County Board of Supervisors recognizes the importance of accessible spay and neuter services in promoting animal welfare and reducing pet overpopulation; and

WHEREAS, the Margery S. Pfund Living Trust has generously offered a donation of Four Hundred Eight Thousand Dollars ($408,000) to Mendocino County to support spay and neuter services; and

WHEREAS, the Board finds that acceptance of this donation will directly benefit the health and safety of animals and residents throughout Mendocino County; and

WHEREAS, the Board desires to delegate to the Animal Care Services Director or designee the ability to accept future donations made to Mendocino County Animal Care Services.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors

1. Authorizes the Mendocino County Animal Care Services Director or designee to accept the donation of $408,000 from the Margery S. Pfund Living Trust and Accept report of donation and deposit into the County's spay and neuter reserve account 1100-770019..

2. Authorizes the Mendocino County Animal Care Services Director or designee, to accept, on behalf of the Board of Supervisors any gift, bequest, devise, or donation, made to or in favor of Mendocino County Animal Care Services without further approval by the Board of Supervisors.

3. The Mendocino County Animal Care Services Director shall file with the Board of Supervisors each fiscal year a report that describes the source and value of each gift valued in excess of ten thousand dollars ($10,000) that is received pursuant to this Resolution. The report must include:
    a. Name of donor (unless donor wishes to remain anonymous)
    b. Address of donor
    c. A description of the gift, whether in cash or non-monetary gifts of value
    d. Amount of cash donation or the estimated value of the non-monetary gift donated.

4. For gifts, bequests, devises, or donations valued at $100,000 or more, the Mendocino County Animal Care Services Director shall notify the Board of such gifts, bequests, devises, or donations immediately upon receipt.

5. In accounting for or inventorying any such gifts, bequests, or devises, the Mendocino

County Animal Care Services Director and County Auditor's Office shall follow the appropriate procedures contained in the State Controller's manual entitled "Accounting Standards and Procedures for Counties."

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

Deputy

RESOLUTION NO. 25-186

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The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3m)

To: BOARD OF SUPERVISORS
From: Auditor-Controller Treasurer-Tax Collector
Meeting Date: November 18, 2025

Department Contact: Chamise Cubbison **Phone:** 707-234-6860

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Acceptance of September 30, 2025 Mendocino County Pooled Investments Report

Recommended Action/Motion:
Accept the September 30, 2025 Mendocino County Pooled Investments Report.

Previous Board/Board Committee Actions:
The Pooled Investments Report is submitted quarterly for informational purposes and acceptance by the Board of Supervisors.

Summary of Request:
The quarterly report of investments held within the Mendocino County Treasury Pool as of September 30, 2025, is hereby being submitted for informational purposes to and for the acceptance by the Board of Supervisors. All investments are authorized pursuant to California law and the Mendocino County Investment Policy. Due to the nature of a public funds portfolio, it is mandatory that moneys be available to meet the monetary requirements inherent to operating a public entity. The attached Investment Report demonstrates that sufficient liquidity is available to meet anticipated expenditures during the next six months.

The primary and overriding objective for the investment pool is to protect the safety of the principal. The second objective is to ensure a sufficient portion of all funds are invested in securities providing a high degree of liquidity and availability. The third objective is to obtain a yield commensurate to current conditions; yield shall not be the driving force in determining which investments are to be selected for purchase. In the event all general objectives mandated by State law are met and created equal, investments in corporate securities and depository institutions will be evaluated for social and environmental concerns.

Alternative Action/Motion:
Do not accept the report and provide alternate direction.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Item #: 3m)

Supplemental Information Available Online At:
<https://www.mendocinocounty.org/government/collections/treasurer-tax-collector/investment-holdings>

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 Final Status: **Approved**
Date: November 18, 2025



CHANDLER ASSET MANAGEMENT

INVESTMENT REPORT

County of Mendocino| As of September 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

ECONOMIC UPDATE

ACCOUNT PROFILE

CONSOLIDATED INFORMATION

PORTFOLIO HOLDINGS

TRANSACTIONS

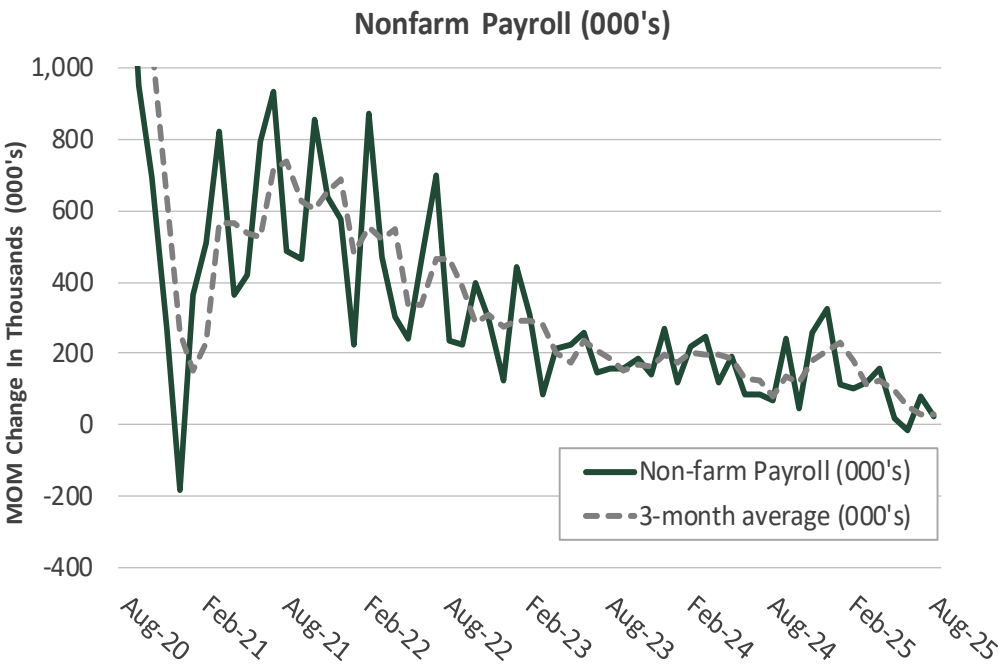
CHANDLER ASSET MANAGEMENT

ECONOMIC UPDATE

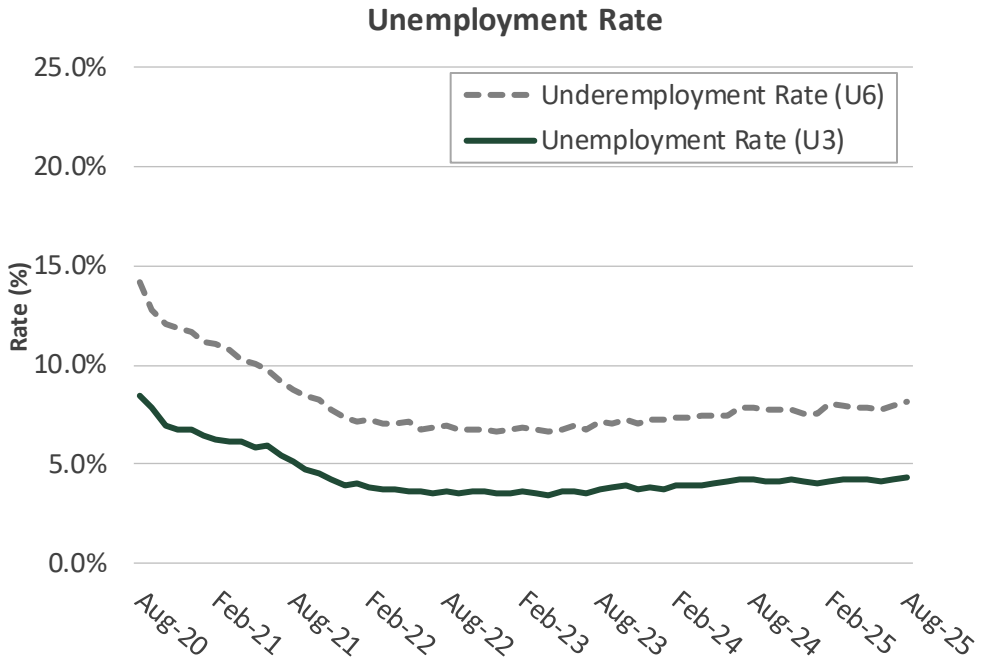
- The Federal Government shutdown that began on October 1st has halted the release of key economic data as agencies remain closed. At the same time, heightened trade policy uncertainty has added to market volatility. Core levels of inflation remain above the Federal Reserve's target, while tariffs continue to cloud forecasts. Signs of a softer labor market are emerging, prompting expectations that the Fed will move cautiously toward policy normalization. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.

- The Federal Reserve lowered the Federal Funds Rate a quarter percentage point to the range of 4.00 – 4.25% upon conclusion of the September Federal Open Market Committee meeting. The move was telegraphed by the Fed and in line with market expectations. Stephen Miran was the only opposing vote in the 11-1 decision as Governor Miran called for a larger 50 basis point rate cut. Chair Powell said concerns over signs of a softening labor market promptedthe policy shift. Policymakers also updated their economic forecasts penciling in two additional quarter-point cuts through year-end.

- The US Treasury yield curve flattened in September, as the 2-year Treasury yield declined 13 basis points to 3.57%, the 5-year Treasury also down 13 basis points to 3.66%, and the 10-year Treasury yield declined 14 basis points to 4.12%. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +54 basis points at September month-end versus +61 basis points at August month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was +14 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in September versus +8 basis points in August.

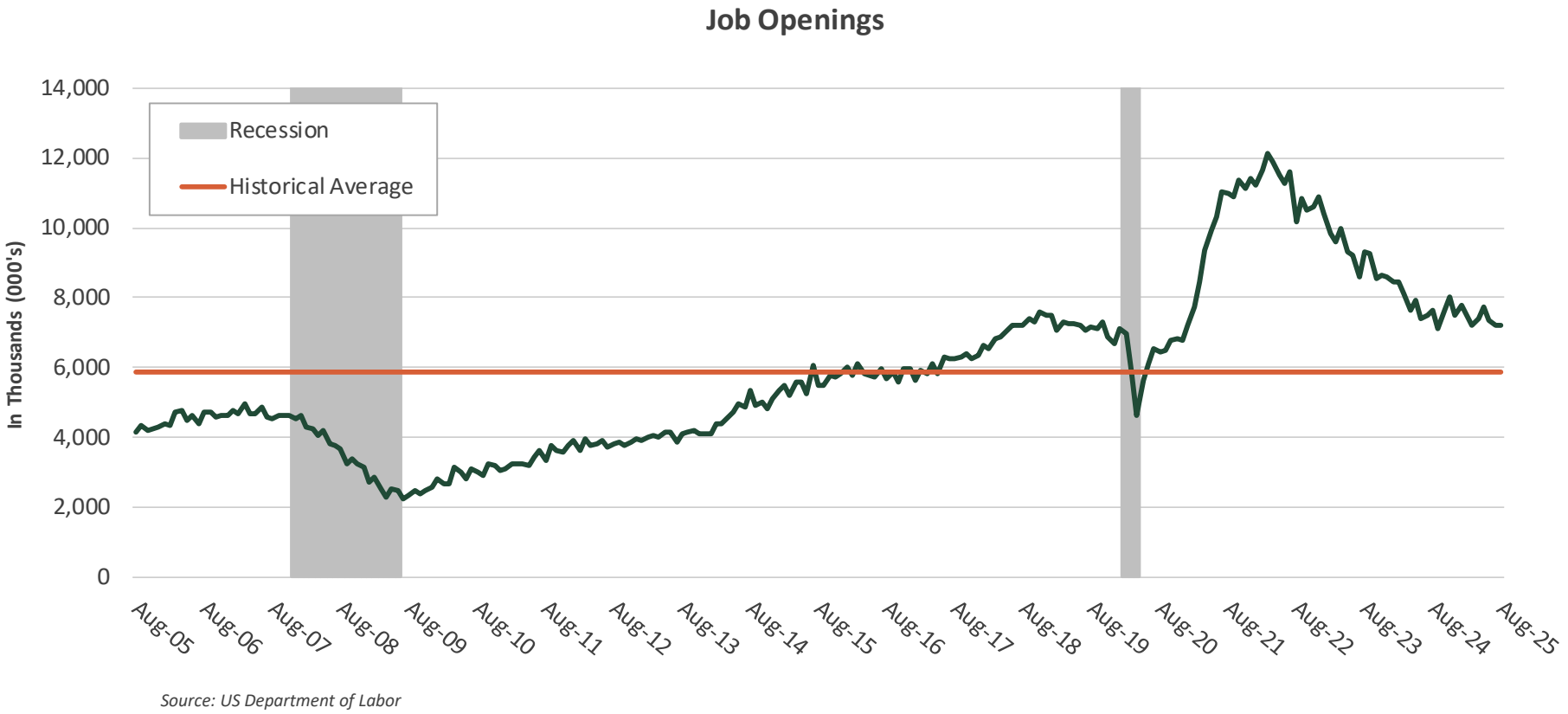


Source: US Department of Labor



Source: US Department of Labor

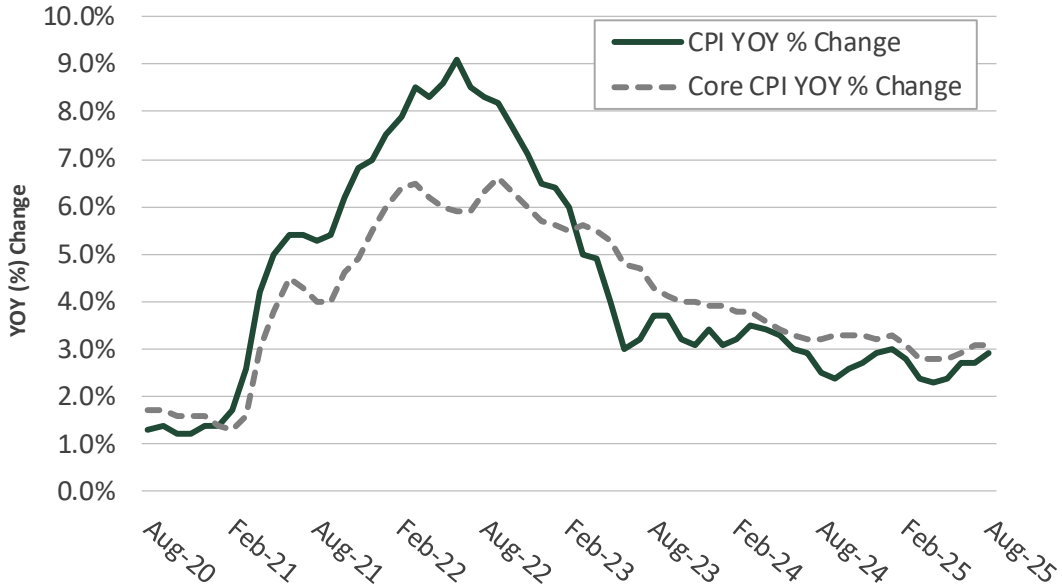
The U.S. economy added just 22,000 jobs in August, falling short of consensus expectations and punctuating the softening trend in the labor market. The three-month moving average and six-month moving average payrolls totaled 29,000 and 64,000 respectively. The unemployment rate rose to 4.3% in August from 4.2% in July. The labor participation rate inched up to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons jumped to 8.1% in August from 7.9% in July. Average hourly earnings fell to 3.7% year-over-year from 3.9% last month.



Source: US Department of Labor

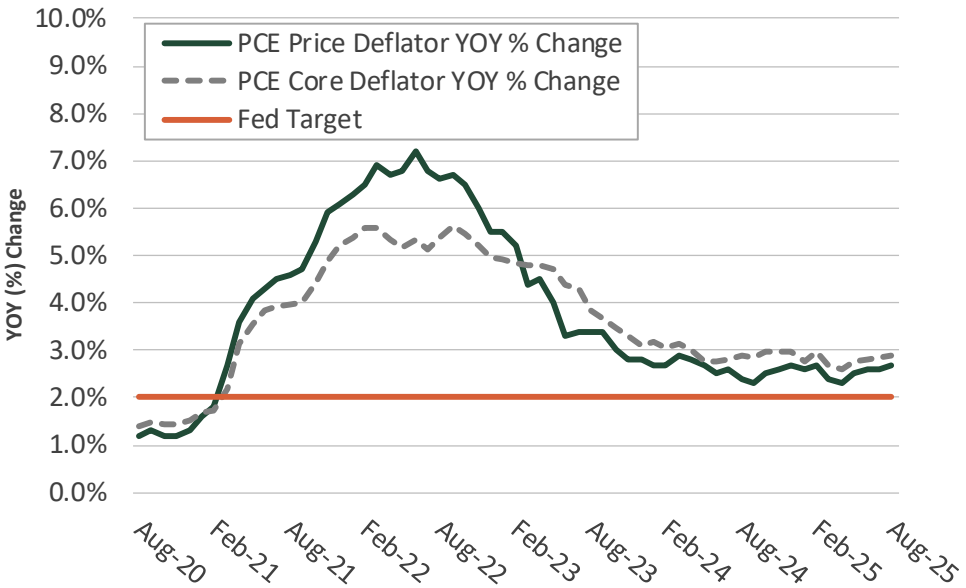
The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) showed a modest increase to 7.227 million new job openings in August from 7.2 million in July. The quits rate and layoffs remained relatively stable. Job openings indicate a ratio of approximately 1 job for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)



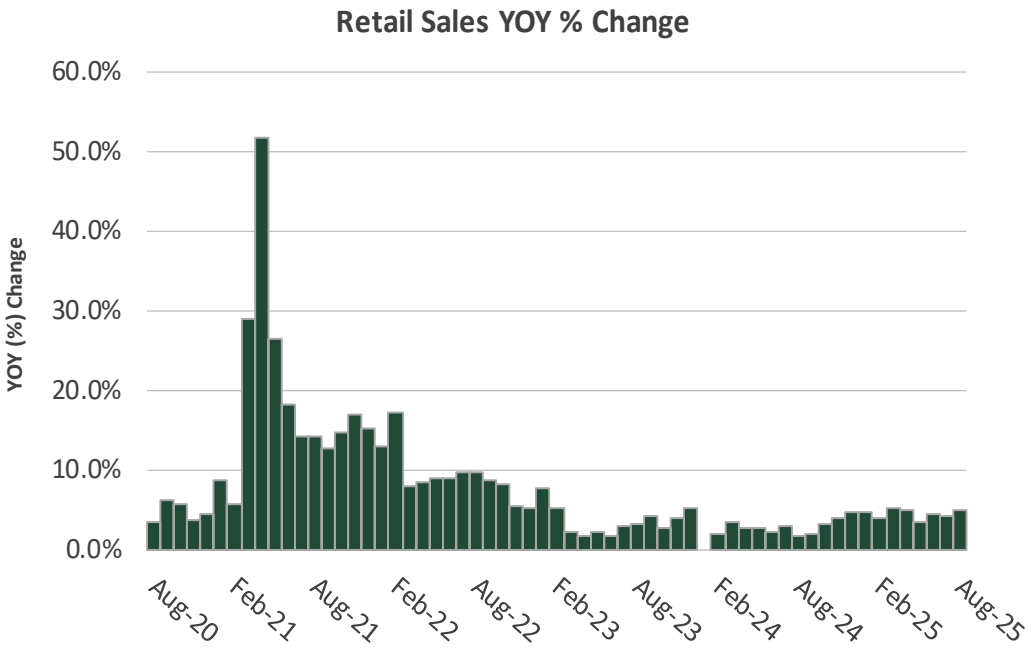
Source: US Department of Labor

Personal Consumption Expenditures (PCE)

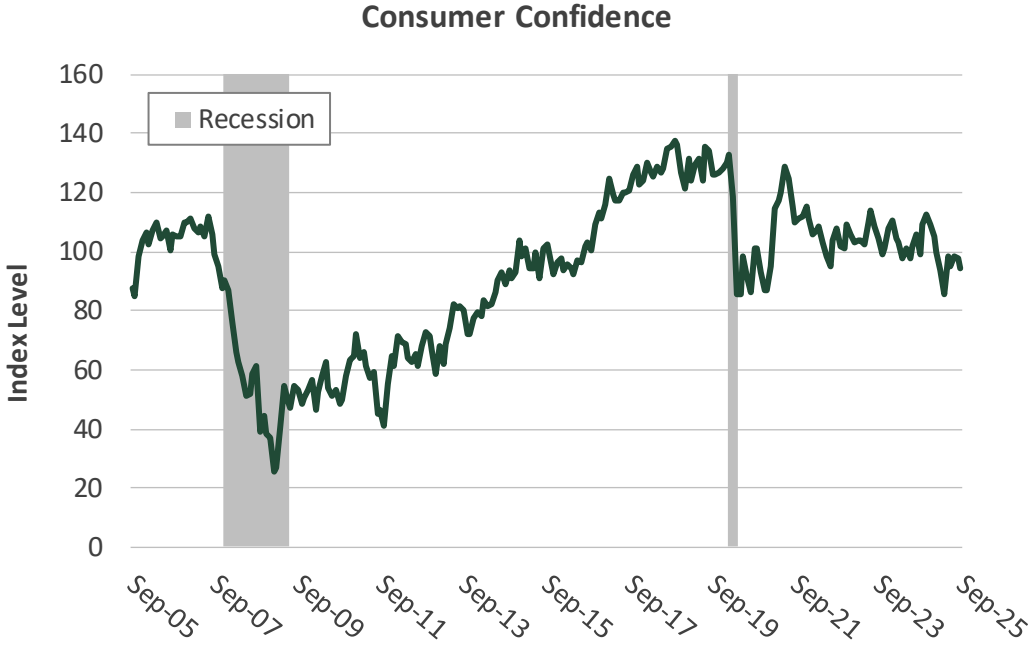


Source: US Department of Commerce

In August, the Consumer Price Index (CPI) increased more than expected at 0.4% month-over-month and 2.9% year-over-year, while the Core CPI rose 0.3% month-over-month and 3.1% year-over-year. Core Services components, such as medical care services and auto insurance, led the increase. The Personal Consumption Expenditures (PCE) price index rose 0.3% month-over-month and 2.7% year-over-year in August. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, was up 0.2% from July leaving it unchanged at 2.9% on an annual basis in August.

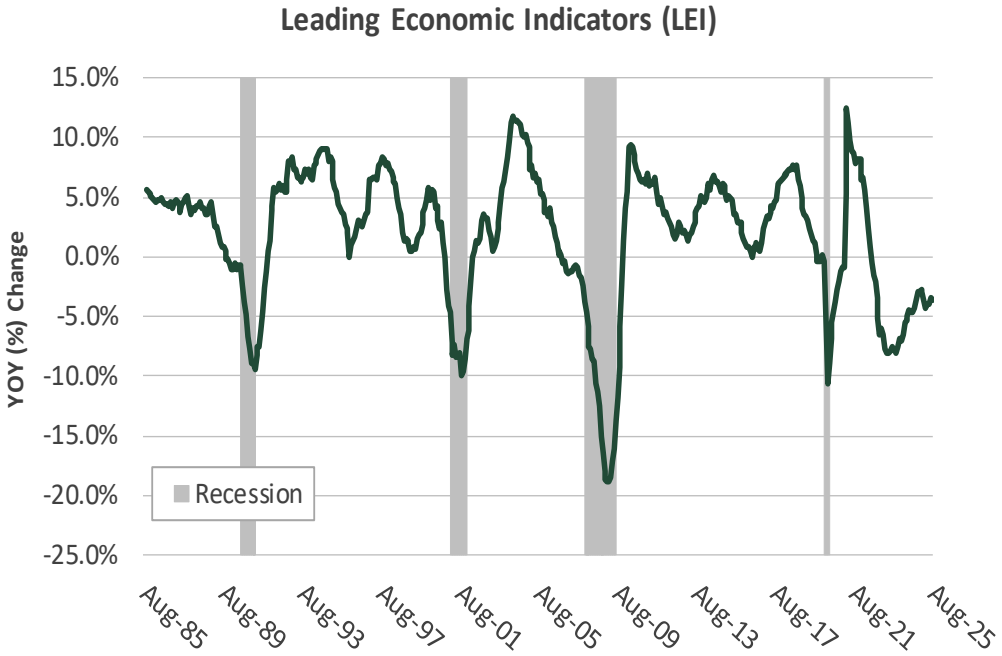


Source: US Department of Commerce

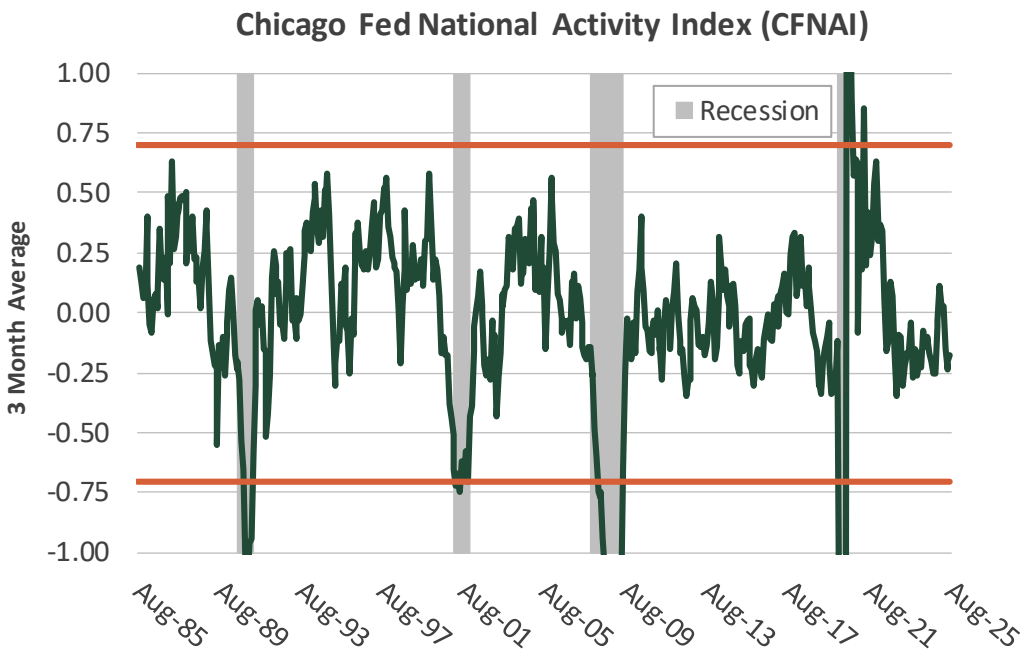


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Advance Retail Sales showed continued strength jumping 0.6% in August as July data was also revised up to 0.6% month-over-month. The increase elevated retail sales to 5.0% on an annual basis after jumping 4.1% year-over-year in July. Back-to-school shopping was a likely catalyst as online shopping, clothing, and sporting goods saw some of the largest increases. Control group sales, which feed into GDP, also jumped 0.74% in August from the prior month. The Conference Board's Consumer Confidence Index fell to 94.2 in September from a revised 97.8 in August, marking the lowest level since April 2025. Measures of current conditions and future expectations fell, signaling weaker sentiment toward employment and income. Consumers have remained resilient, but rising debt burdens, higher delinquency rates, lingering inflation worries, and emerging signs of labor market cooling could weigh on future spending.

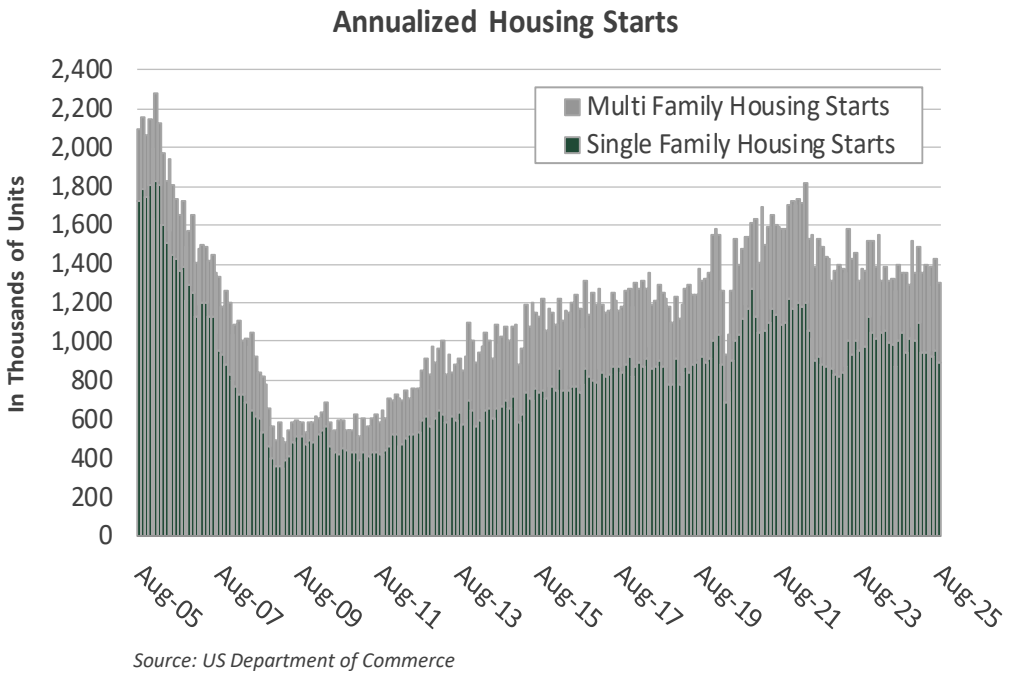


Source: The Conference Board

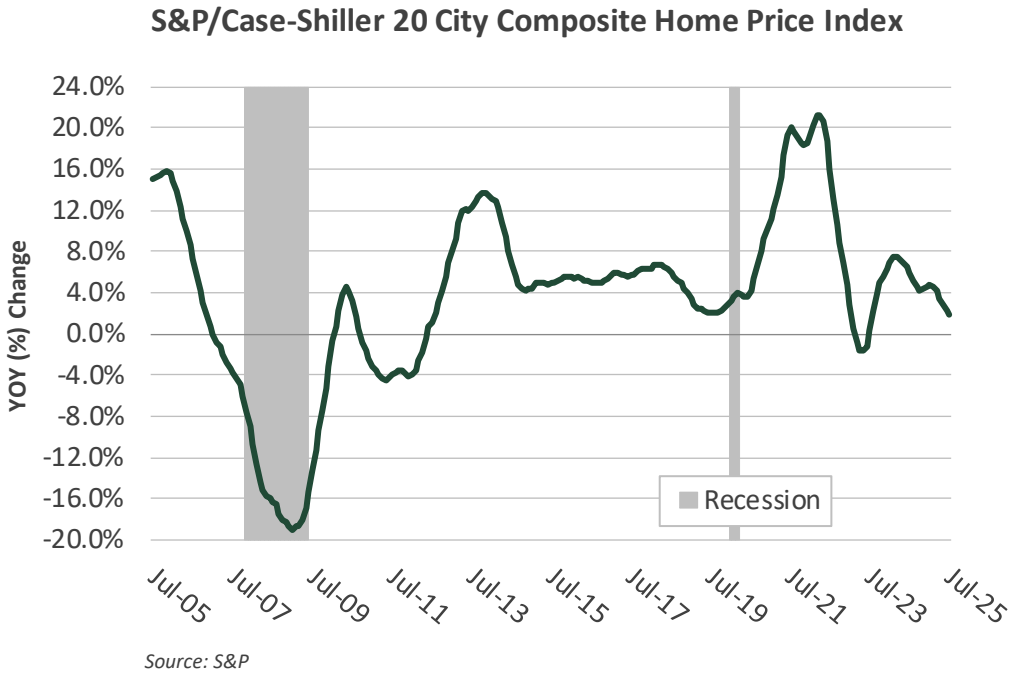


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell by 0.5% in August, following a 0.1% increase in July. The LEI decreased by 3.6% year-over-year. The Conference Board is expecting economic growth to slow in the second half of 2025 due to consumer pessimism, soft manufacturing new orders, and negative impacts from tariffs. The Chicago Fed National Activity Index (CFNAI) came in at -0.12% in August after a downwardly revised -0.28 in July, indicating that economic momentum remained below its historical trend for the fifth consecutive month. The three-month moving average shows a similar trend at -0.18 in August from -0.20 in the prior month signaling ongoing below-trend growth in national economic activity.

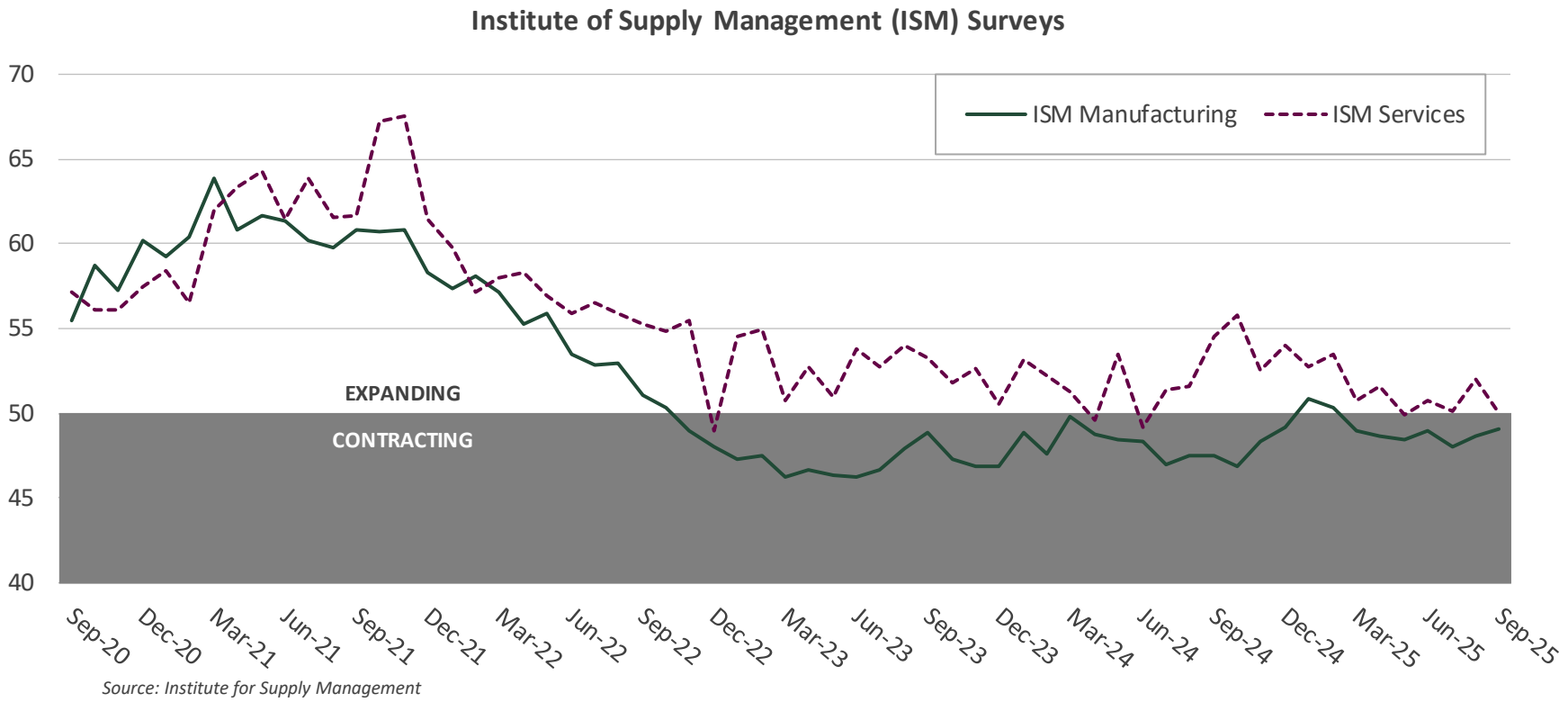


Source: US Department of Commerce



Source: S&P

Housing starts dropped 8.5% in August to 1.307 million units, marking a pullback amid elevated inventory levels and a softening labor market. Single-family starts fell 7.0% in August to 890,000 units, hitting their lowest level since July 2024. The S&P Cotality Case Shiller 20-City Home Price Index recorded a 0.07% month-over-month decline in July, marking the fifth consecutive month of losses, while still posting a modest year-over-year gain of 1.8%. Persistently high asking prices and elevated mortgage rates have continued to challenge affordability, contributing to the recent cooling across the housing market. However, the Freddie Mac 30-year fixed mortgage rate continued recent declines to 6.3% as of September.



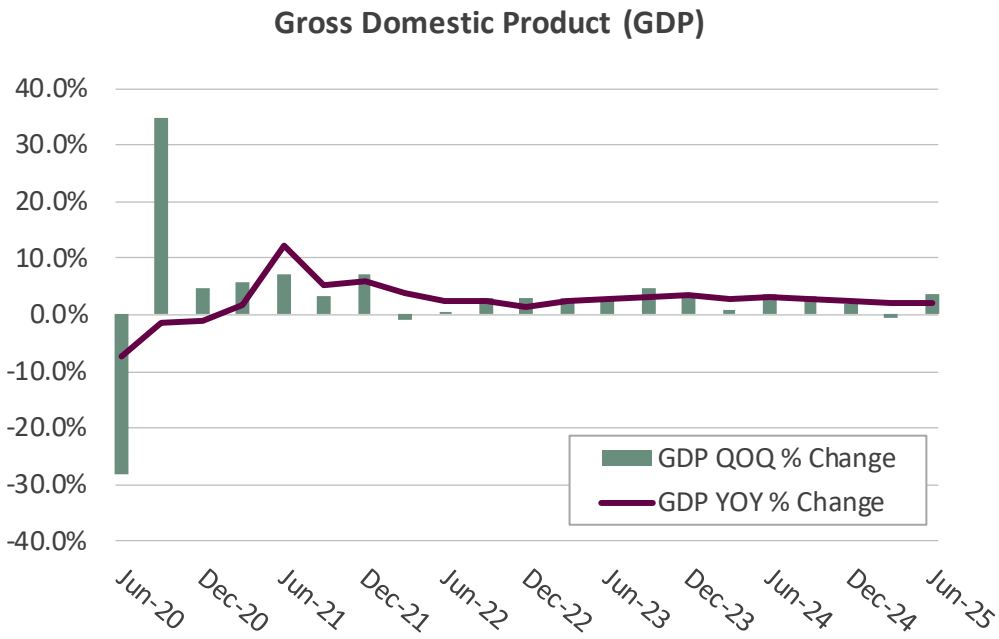
Source: Institute for Supply Management

Manufacturing activity contracted at a slightly slower rate as the Institute for Supply Management (ISM) Manufacturing Index edged up to 49.1 in September, from 48.7 in August yet remaining below the expansion threshold, signaling the seventh consecutive month of contraction in the manufacturing sector. Production growth factored into the gain, although drops in new orders and inventories offset the increase. The ISM Services Index fell to 50.0 in September from 52.0 in August, which is the breakeven point between expansion and contraction. The 2.0-point decline generally indicated moderate to weak growth, with only isolated reports of supplier delivery delays. Employment remained in contraction territory, reflecting delayed hiring plans and ongoing challenges in finding qualified workers.

GROSS DOMESTIC PRODUCT (GDP)

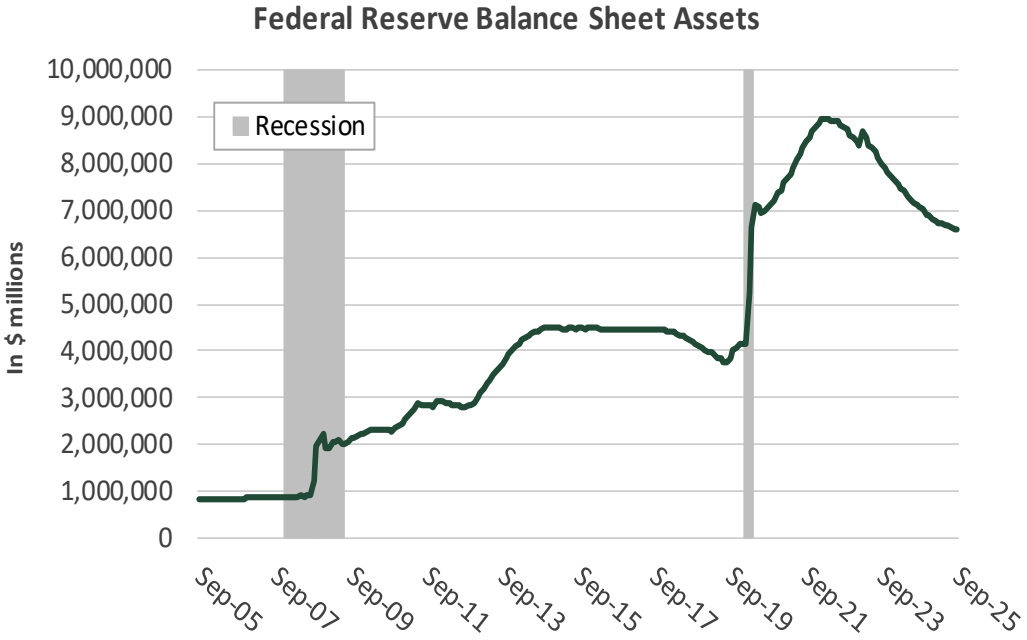
Components of GDP	9/24	12/24	3/25	6/25
Personal Consumption Expenditures	2.7%	2.6%	0.4%	1.7%
Gross Private Domestic Investment	0.2%	-1.3%	3.8%	-2.7%
Net Exports and Imports	-0.4%	-0.1%	-4.7%	4.8%
Federal Government Expenditures	0.5%	0.3%	-0.4%	-0.4%
State and Local (Consumption and Gross Investment)	0.4%	0.3%	0.2%	0.3%
Total	**3.4%**	**1.9%**	**-0.6%**	**3.8%**

Source: US Department of Commerce

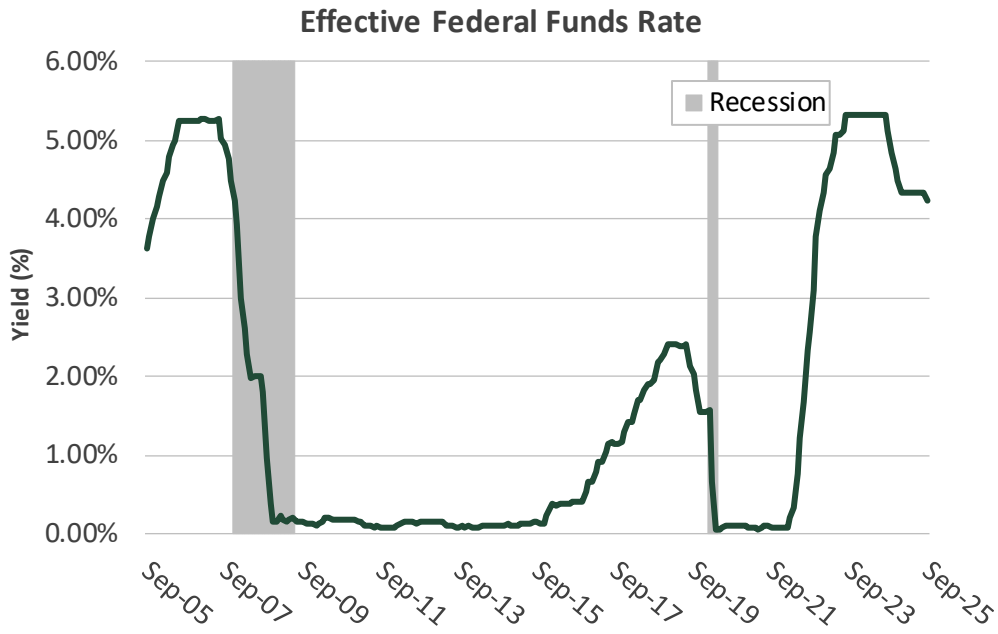


Source: US Department of Commerce

In a sharp rebound from the first quarter, real GDP increased at an annualized rate of 3.8% in the second quarter of 2025 according to the final data revision from the Bureau of Economic Analysis. The increase in real GDP in the second quarter was driven by the drop in imports following the significant rise in the first quarter in anticipation of higher tariffs and an increase in consumer spending. The consensus projection calls for 1.7% growth for the third quarter and 1.8% for the full year 2025.

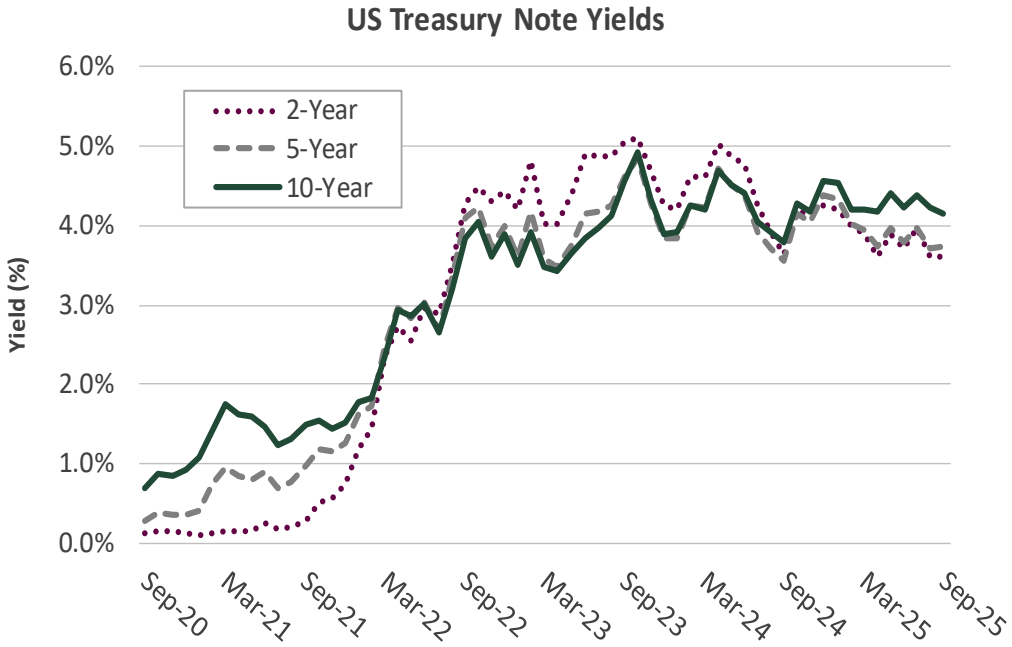


Source: Federal Reserve

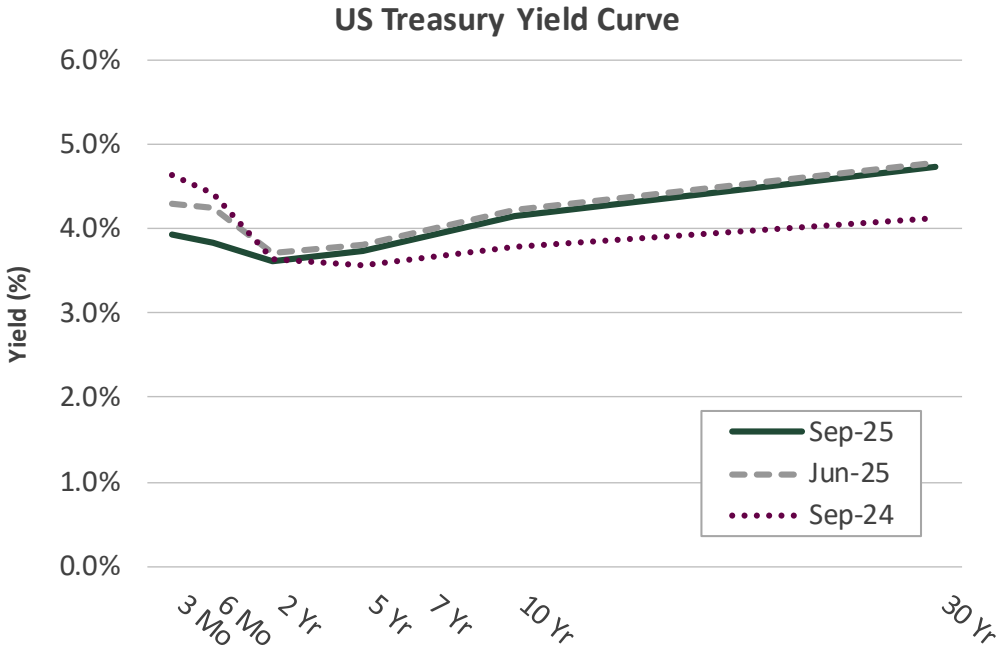


Source: Bloomberg

The Federal Reserve lowered its benchmark interest rate by a quarter point to a range of 4.00% to 4.25% at its September meeting, as officials responded to mounting signs of labor market weakness. Chair Jerome Powell said the move was aimed at cushioning the slowdown while keeping policy restrictive enough to fight lingering inflation. The Fed kept its balance-sheet runoff unchanged, maintaining a $5 billion monthly cap on Treasuries and $35 billion on agency and mortgage-backed securities. Since launching its Quantitative Tightening campaign in June 2022, the Fed has reduced its securities holdings by about $2.35 trillion, bringing the total down to roughly $6.6 trillion.



Source: Bloomberg



Source: Bloomberg

At the end of September, the 2-year Treasury yield was 5 basis points lower, and the 10-Year Treasury yield was 40 basis points higher, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +54 basis points at September month-end versus +61 basis points at August month-end. The prior 2-year/10-year yield curve inversion, which spanned from July 2022 to August 2024, was historically long. The average historical spread (since 2005) is about +99 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in September versus +8 basis points in August.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

The investment objectives of the County of Mendocino are first, to preserve principal in the overall portfolio; second, to provide liquidity; and third, to earn a market rate of return.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the investment policy and California Government Code.

STATEMENT OF COMPLIANCE

Mendocino County Cons | Account #70006 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A- by 2, A-1 by 2)	0.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1, A by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	16.7	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

Mendocino County Cons | Account #70006 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.1	Compliant	
Max % Issuer (MV)	5.0	0.1	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	17.0	Compliant	
Max % Issuer (MV)	30.0	12.8	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	2	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	10.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	100.0	4.2	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	1.9	Compliant	
Max % Issuer (MV)	20.0	1.9	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

Mendocino County Cons | Account #70006 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SRI PROHIBITED INVESTMENTS				
Prohibited Investment - Fossil Fuels	0.0	0.0	Compliant	
Prohibited Investments - Firearms	0.0	0.0	Compliant	
Prohibited Investments - Tobacco	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	3.9	Compliant	
Max % Issuer (MV)	10.0	1.6	Compliant	
Max Maturity (Years)	5	2	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	41.2	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS

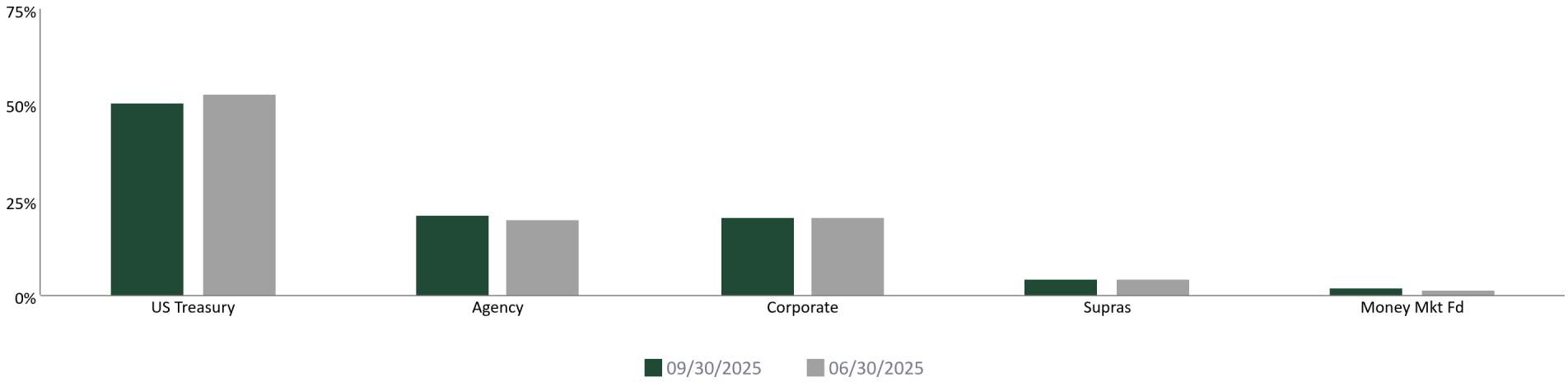
County of Mendocino | Account #10168 | As of September 30, 2025

	Benchmark*	9/30/2025 Portfolio	6/30/2025 Portfolio
Average Maturity (yrs)	1.85	1.76	1.91
Average Modified Duration	1.77	1.63	1.76
Average Purchase Yield		4.38%	4.28%
Average Market Yield	3.65%	3.80%	3.98%
Average Quality**	AA+	AA+	AA+
Total Market Value		384,212,236	406,203,136

*Benchmark: ICE BofA 1-3 Year US Treasury Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

County of Mendocino | Account #10168 | As of September 30, 2025

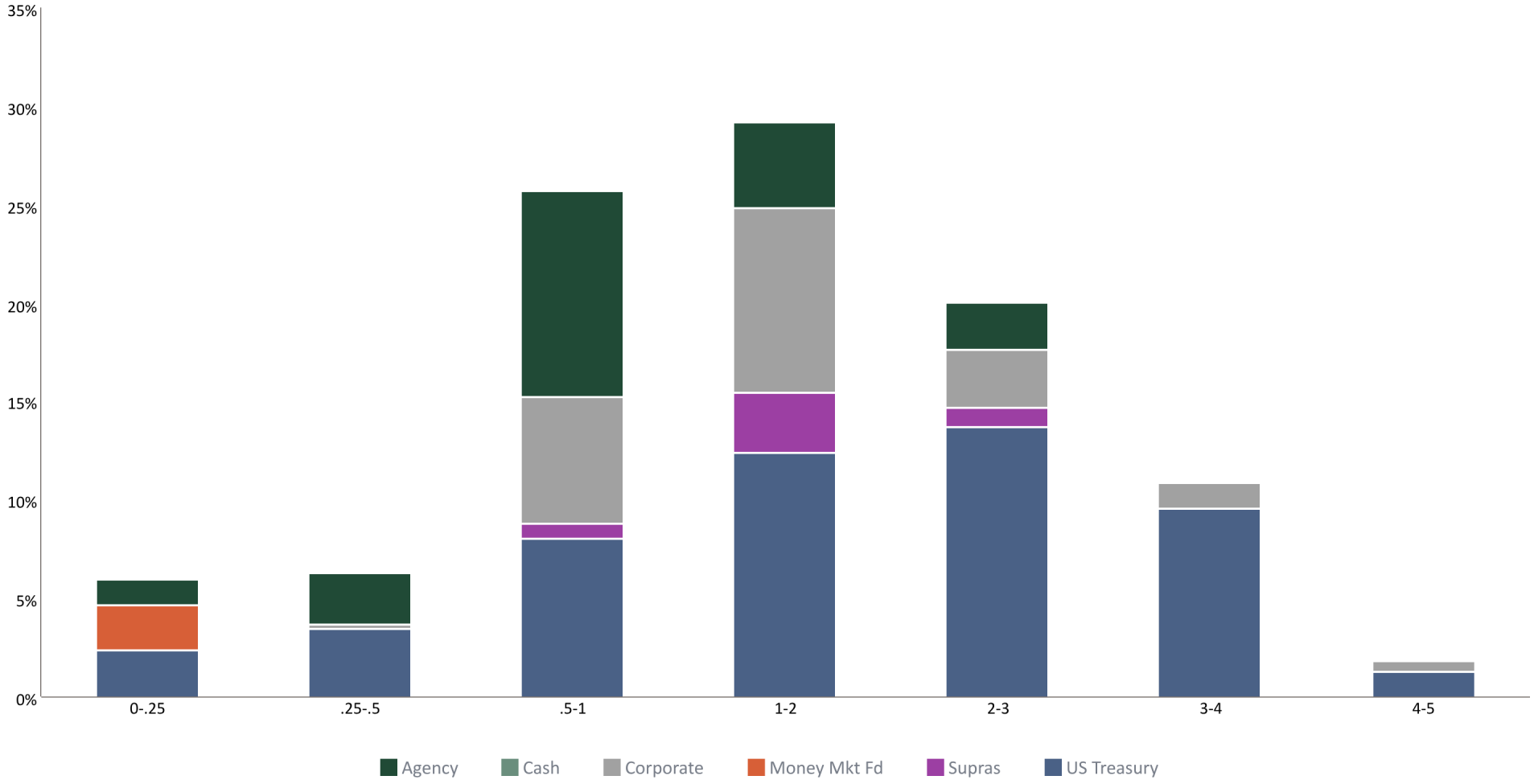


Sector as a Percentage of Market Value

Sector	09/30/2025	06/30/2025
US Treasury	51.03%	53.03%
Agency	21.09%	19.94%
Corporate	20.68%	20.73%
Supras	4.82%	4.56%
Money Mkt Fd	2.37%	1.73%

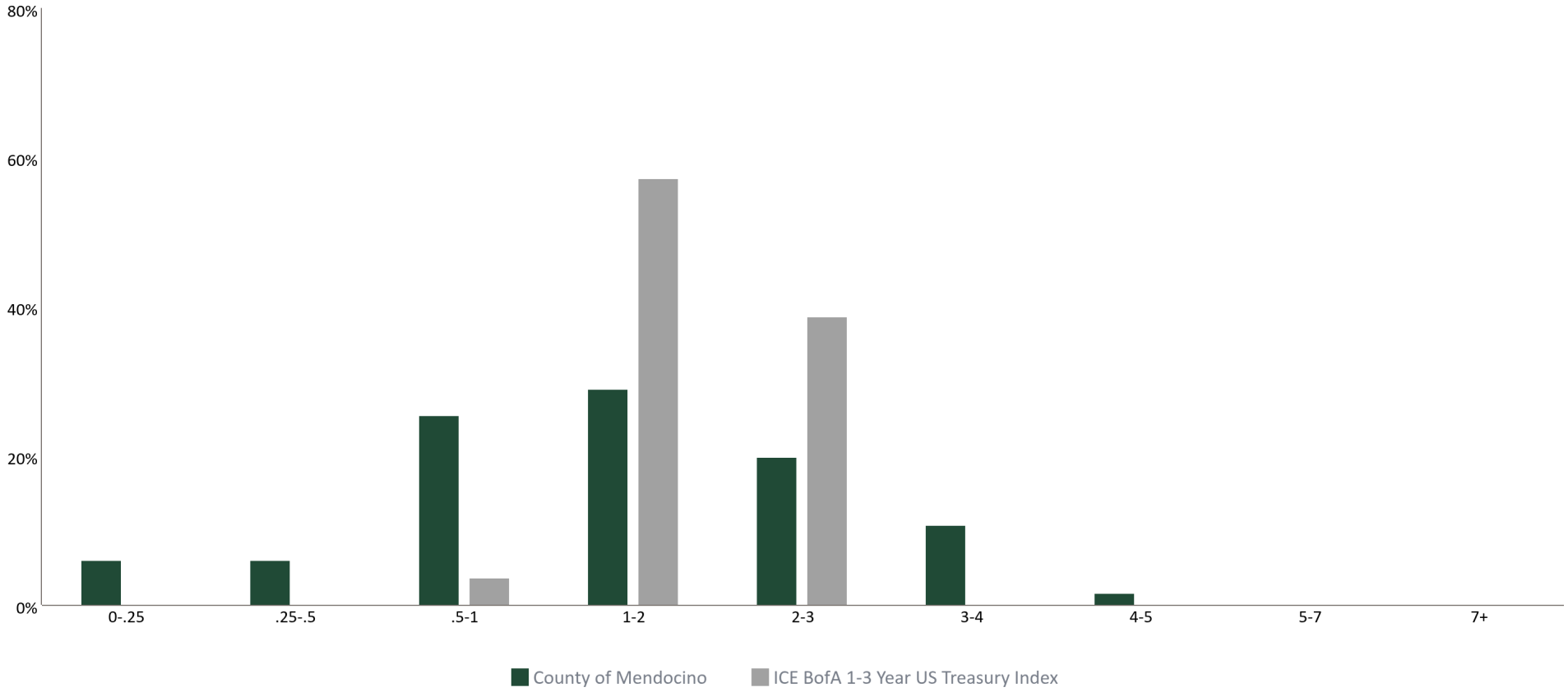
DURATION ALLOCATION

County of Mendocino | Account #10168 | As of September 30, 2025



	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
09/30/2025	6.0%	6.3%	25.7%	29.2%	20.1%	10.9%	1.9%	0.0%	0.0%

Portfolio Compared to the Benchmark

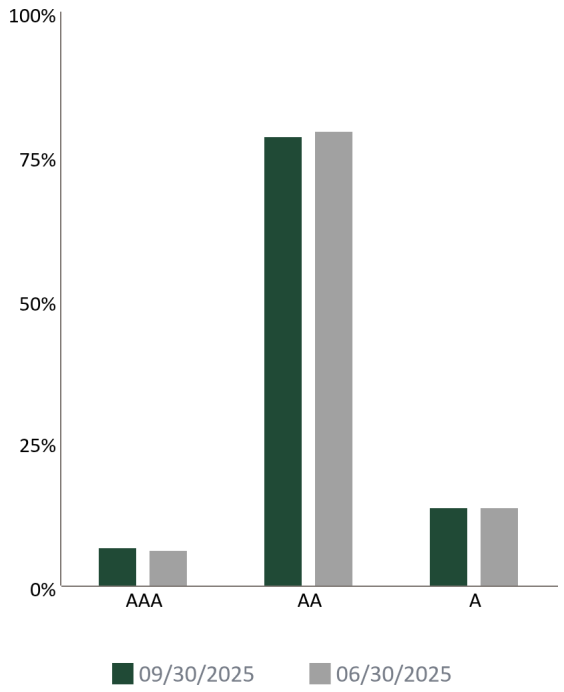


	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	6.0%	6.3%	25.7%	29.2%	20.1%	10.9%	1.9%	0.0%	0.0%
ICE BofA 1-3 Year US Treasury Index	0.0%	0.0%	3.9%	57.4%	38.7%	0.0%	0.0%	0.0%	0.0%

QUALITY DISTRIBUTION

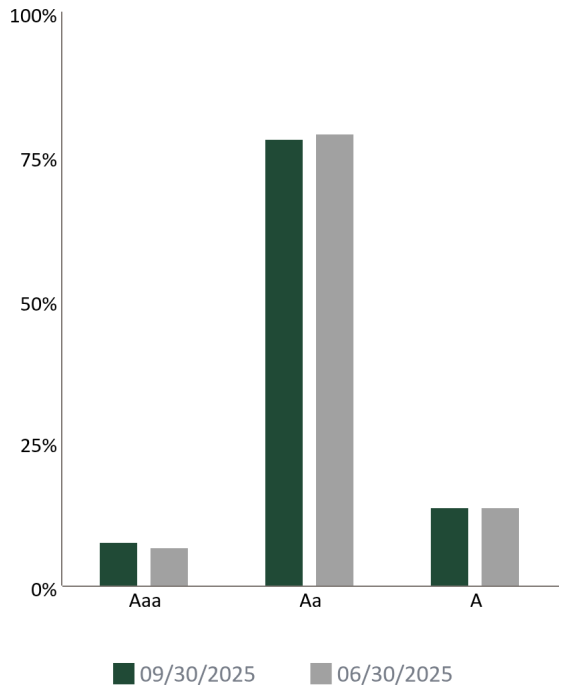
County of Mendocino | Account #10168 | As of September 30, 2025

S&P Rating



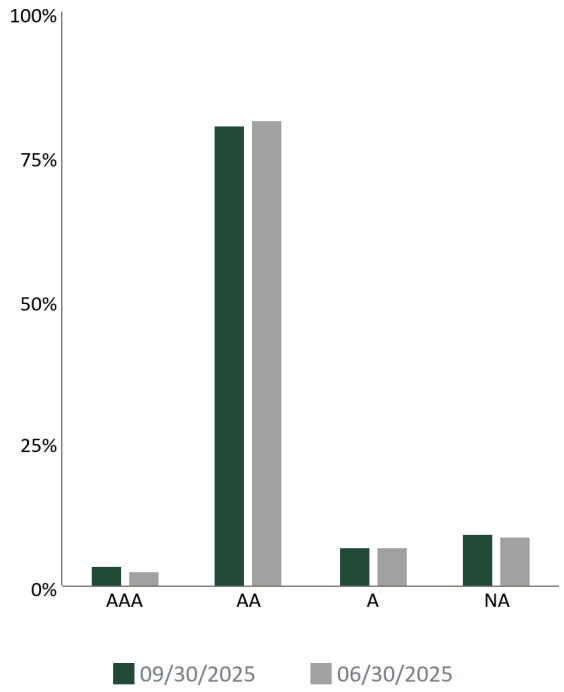
Rating	09/30/2025	06/30/2025
AAA	7.19%	6.32%
AA	78.73%	79.66%
A	14.09%	14.02%

Moody's Rating



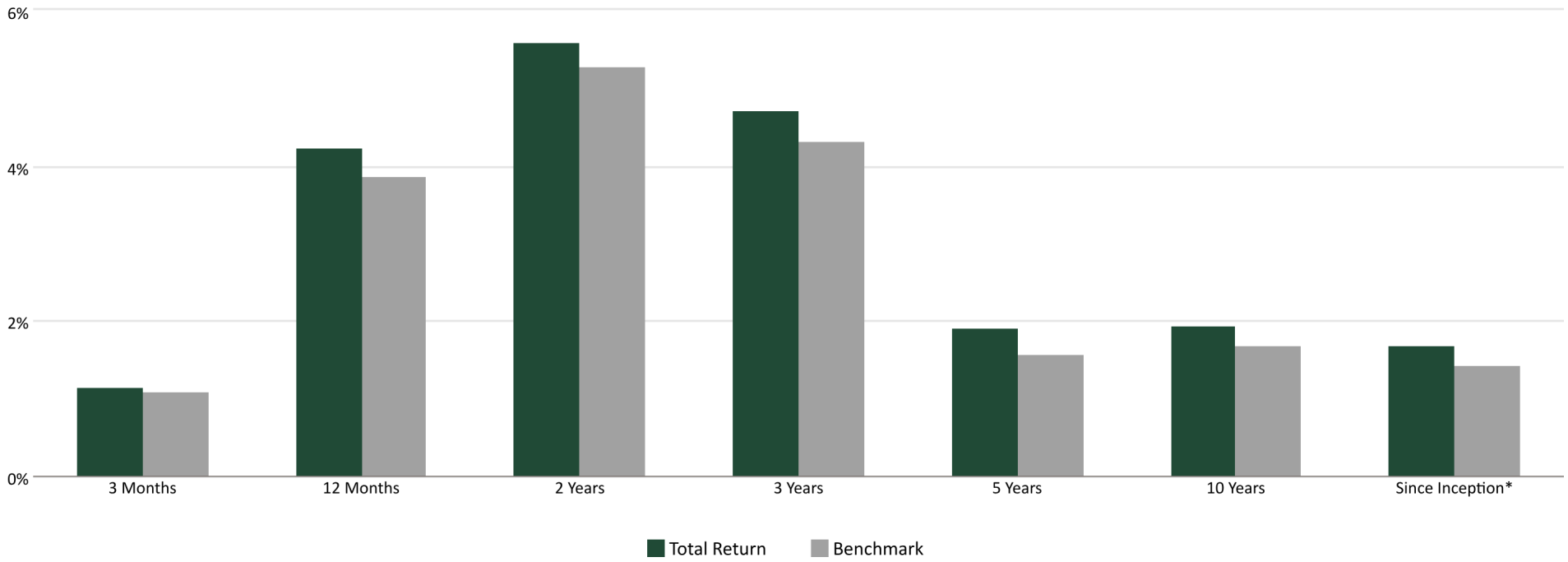
Rating	09/30/2025	06/30/2025
Aaa	7.72%	6.82%
Aa	78.24%	79.22%
A	14.04%	13.97%

Fitch Rating



Rating	09/30/2025	06/30/2025
AAA	3.70%	2.97%
AA	80.34%	81.23%
A	6.84%	7.16%
NA	9.13%	8.64%

Total Rate of Return : Inception | 06/01/2012



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN*							
County of Mendocino	1.17%	4.24%	5.61%	4.72%	1.93%	1.96%	1.68%
Benchmark	*1.12%*	*3.87%*	*5.29%*	*4.34%*	*1.57%*	*1.69%*	*1.43%*

*Periods over 1 year are annualized.
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio. Realized rate of return: A measure of a portfolio's return over time. It is the internal rate which equates the beginning book value of the portfolio with the ending book value; it includes interest earnings, realized gains and losses in the portfolio.
Benchmark: ICE BofA 1-3 Year US Treasury Index

PORTFOLIO CHARACTERISTICS

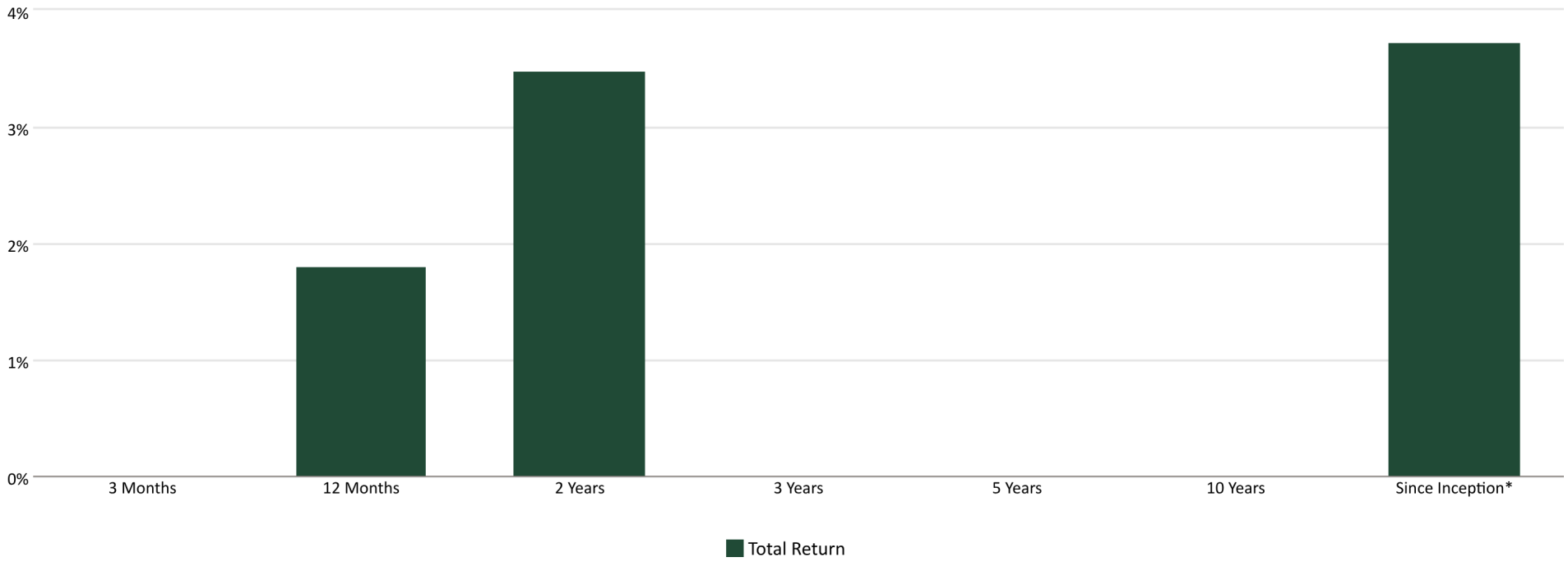
Mendocino Liquidity Account | Account #11075 | As of September 30, 2025

	9/30/2025 Portfolio	6/30/2025 Portfolio
Average Maturity (yrs)	0.00	0.00
Average Modified Duration	0.00	0.00
Average Purchase Yield	4.17%	4.19%
Average Market Yield	4.16%	4.18%
Average Quality**	AAA	AAA
Total Market Value	710	703

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

Mendocino Liquidity Account | Account #11075 | As of September 30, 2025

Total Rate of Return : Inception | 06/01/2023



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN*							
Mendocino Liquidity Account	0.00%	1.80%	3.48%				3.75%

*Periods over 1 year are annualized.
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio. Realized rate of return: A measure of a portfolio's return over time. It is the internal rate which equates the beginning book value of the portfolio with the ending book value; it includes interest earnings, realized gains and losses in the portfolio.

PORTFOLIO CHARACTERISTICS

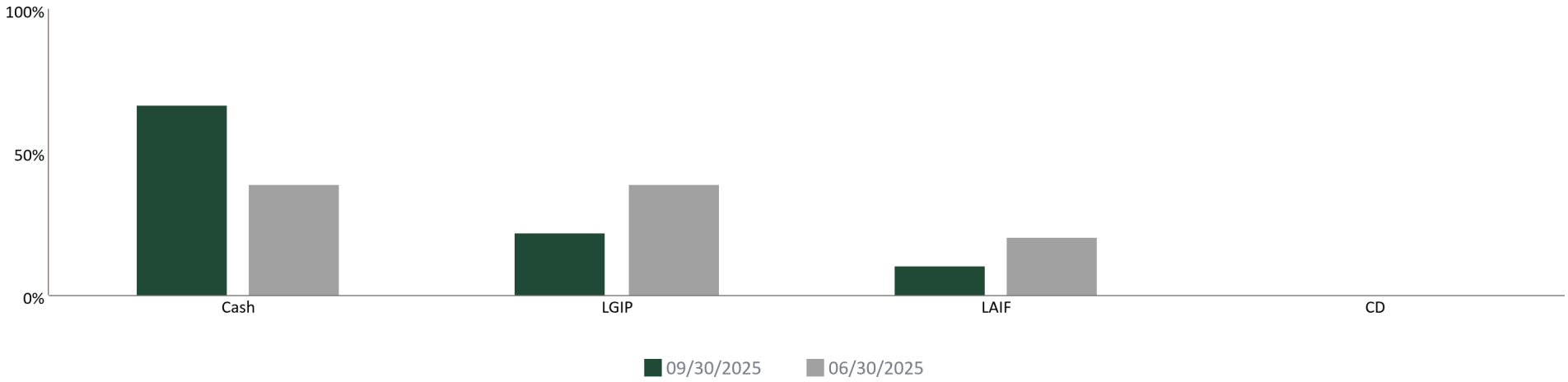
County of Mendocino Reporting | Account #10170 | As of September 30, 2025

	9/30/2025 Portfolio	6/30/2025 Portfolio
Average Maturity (yrs)	0.00	0.00
Average Modified Duration	0.00	0.00
Average Purchase Yield	1.42%	2.65%
Average Market Yield	1.42%	2.64%
Average Quality**	AAA	AAA
Total Market Value	91,277,703	166,211,263

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

County of Mendocino Reporting | Account #10170 | As of September 30, 2025



Sector as a Percentage of Market Value

Sector	09/30/2025	06/30/2025
Cash	66.57%	39.52%
LGIP	21.92%	39.12%
LAIF	10.96%	21.06%
CD	0.55%	0.30%

CHANDLER ASSET MANAGEMENT

CONSOLIDATED INFORMATION

PORTFOLIO CHARACTERISTICS

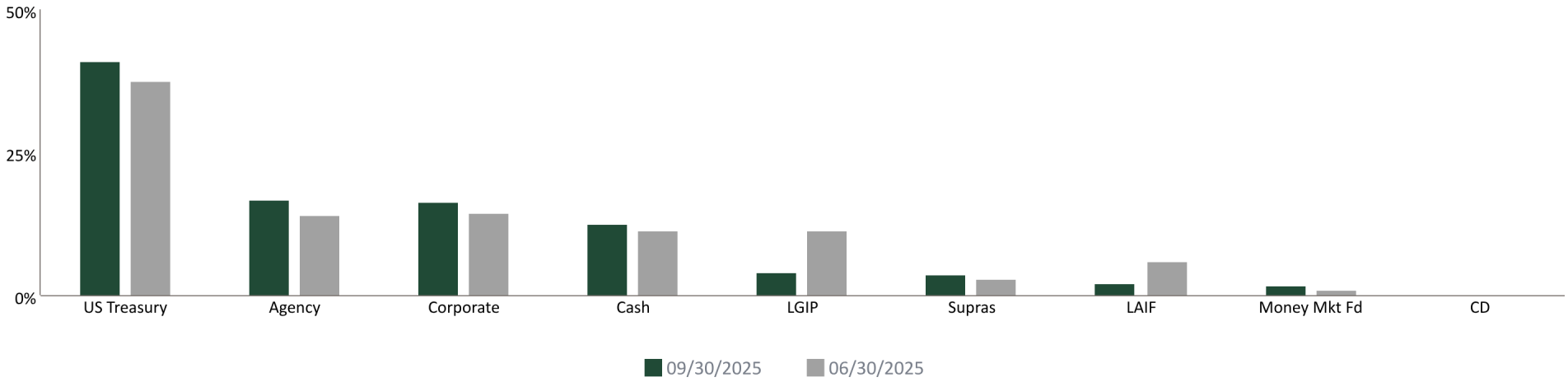
Mendocino County Cons | Account #70006 | As of September 30, 2025

	9/30/2025 Portfolio	6/30/2025 Portfolio
Average Maturity (yrs)	1.42	1.35
Average Modified Duration	1.32	1.25
Average Purchase Yield	3.81%	3.80%
Average Market Yield	3.34%	3.59%
Average Quality**	AA+	AA+
Total Market Value	475,490,649	572,415,102

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

Mendocino County Cons | Account #70006 | As of September 30, 2025



Sector as a Percentage of Market Value

Sector	09/30/2025	06/30/2025
US Treasury	41.17%	37.54%
Agency	17.01%	14.11%
Corporate	16.69%	14.67%
Cash	12.87%	11.55%
LGIP	4.24%	11.43%
Supras	3.89%	3.23%
LAIF	2.12%	6.15%
Money Mkt Fd	1.91%	1.23%
CD	0.11%	0.09%

Issuer	Investment Type	% Portfolio
United States	US Treasury	41.17%
Farm Credit System	Agency	12.83%
Checking Deposit	Cash	12.58%
California Asset Mgmt Program	LGIP	4.24%
Federal Home Loan Banks	Agency	4.19%
LAIF	LAIF	2.12%
The Bank of New York Mellon Corporation	Money Mkt Fd	1.91%
Inter-American Development Bank	Supras	1.60%
International Bank for Recon and Dev	Supras	1.48%
Deere & Company	Corporate	1.18%
New York Life Insurance Company	Corporate	1.08%
Met Tower Global Funding	Corporate	1.07%
Toyota Motor Corporation	Corporate	1.06%
Chubb Limited	Corporate	1.05%
Cisco Systems, Inc.	Corporate	0.99%
Bank of America Corporation	Corporate	0.98%
Caterpillar Inc.	Corporate	0.86%
PepsiCo, Inc.	Corporate	0.86%
Massachusetts Mutual Life Insurance	Corporate	0.85%
Northern Trust Corporation	Corporate	0.85%
International Finance Corporation	Supras	0.81%
State Street Corporation	Corporate	0.80%
Royal Bank of Canada	Corporate	0.76%
JPMorgan Chase & Co.	Corporate	0.69%
Amazon.com, Inc.	Corporate	0.63%
Air Products and Chemicals, Inc.	Corporate	0.62%
PACCAR Inc	Corporate	0.57%
The Home Depot, Inc.	Corporate	0.50%
Bank of Montreal	Corporate	0.44%
Apple Inc.	Corporate	0.43%

ISSUERS

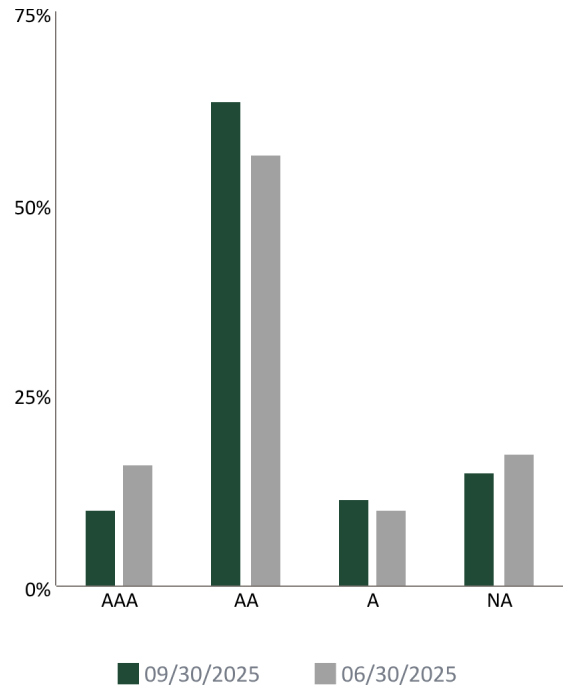
Mendocino County Cons | Account #70006 | As of September 30, 2025

Issuer	Investment Type	% Portfolio
The Toronto-Dominion Bank	Corporate	0.41%
	Cash	0.29%
Community First Credit Union	CD	0.05%
Savings Bank of Mendocino County	CD	0.05%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

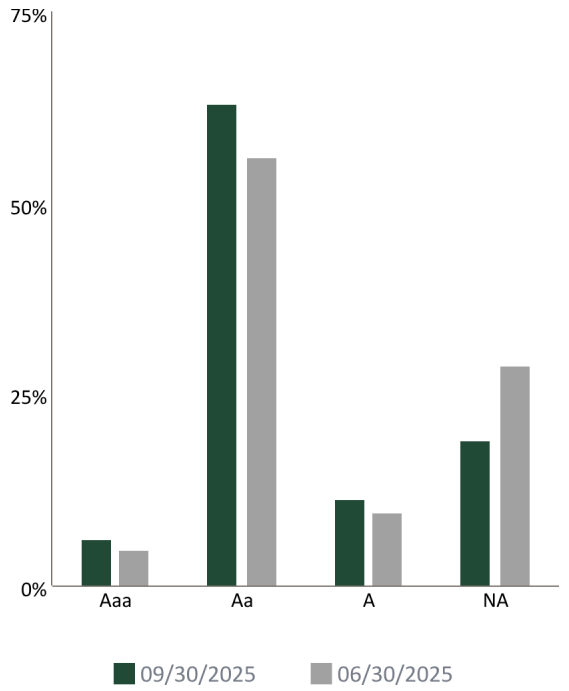
Mendocino County Cons | Account #70006 | As of September 30, 2025

S&P Rating



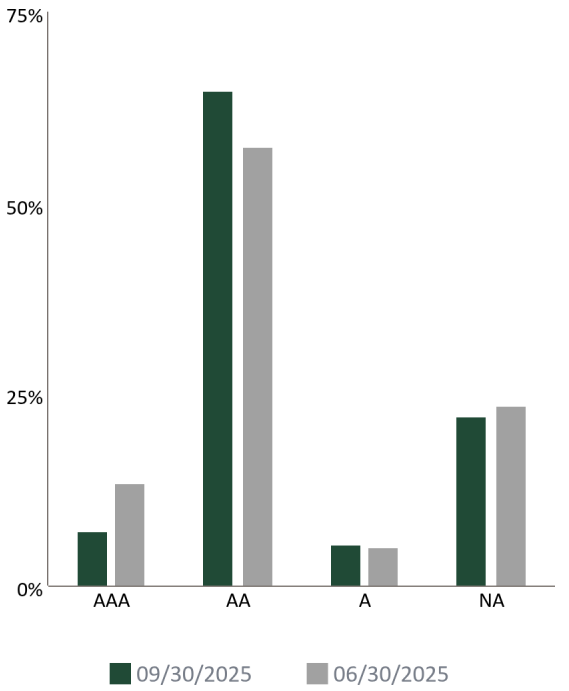
Rating	09/30/2025	06/30/2025
AAA	10.05%	15.93%
AA	63.62%	56.53%
A	11.38%	9.95%
NA	14.95%	17.59%

Moody's Rating



Rating	09/30/2025	06/30/2025
Aaa	6.28%	4.92%
Aa	63.22%	56.21%
A	11.34%	9.91%
NA	19.16%	28.95%

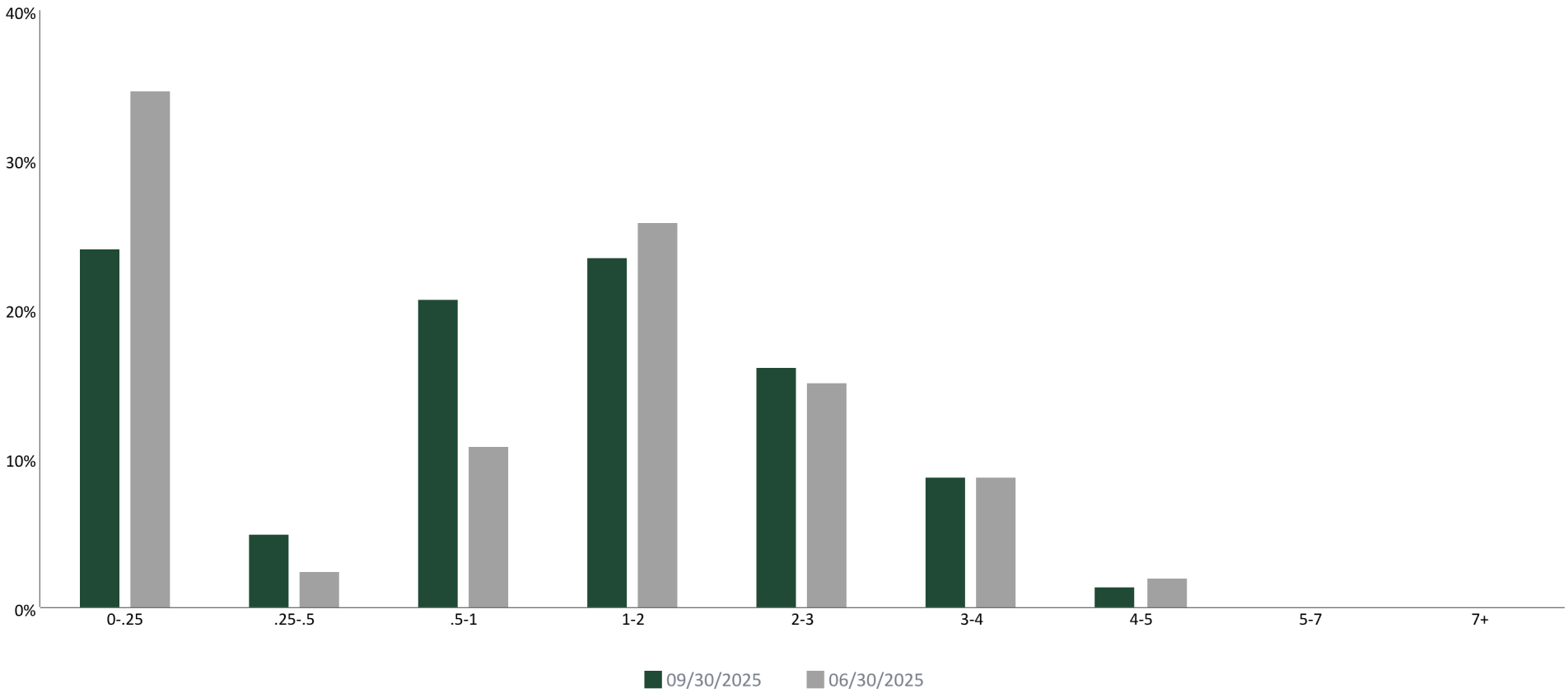
Fitch Rating



Rating	09/30/2025	06/30/2025
AAA	7.23%	13.55%
AA	64.91%	57.65%
A	5.52%	5.08%
NA	22.33%	23.73%

DURATION DISTRIBUTION

Mendocino County Cons | Account #70006 | As of September 30, 2025



Date	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
09/30/2025	24.1%	5.1%	20.8%	23.6%	16.2%	8.8%	1.5%	0.0%	0.0%
06/30/2025	34.6%	2.4%	10.8%	25.9%	15.2%	8.9%	2.1%	0.0%	0.0%

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3133EPMB8	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 12/08/2025	5,000,000.00	06/06/2023 4.40%	4,967,750.00 4,997,600.66	100.00 4.05%	5,000,237.20 64,739.58	1.31% 2,636.54	Aa1/AA+ AA+	0.19 0.18
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026	5,000,000.00	01/24/2024 4.40%	4,974,500.00 4,996,041.90	100.04 3.97%	5,001,875.20 39,531.25	1.31% 5,833.30	Aa1/AA+ AA+	0.31 0.30
3133EPJX4	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.625 02/17/2026	5,000,000.00	05/15/2023 3.89%	4,966,250.00 4,995,341.36	99.85 4.00%	4,992,740.20 22,152.78	1.31% (2,601.16)	Aa1/AA+ AA+	0.38 0.37
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	5,000,000.00	05/01/2023 4.03%	4,995,850.00 4,999,205.72	100.07 3.87%	5,003,519.95 85,000.00	1.31% 4,314.23	Aa1/AA+ AA+	0.57 0.55
3133ERDZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026	5,000,000.00	05/24/2024 4.99%	4,977,660.00 4,993,109.21	100.54 3.82%	5,027,225.20 94,340.28	1.32% 34,115.99	Aa1/AA+ AA+	0.60 0.58
3133EREV9	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.875 05/15/2026	5,000,000.00	05/29/2024 5.02%	4,986,700.00 4,995,796.08	100.62 3.85%	5,031,116.40 92,083.33	1.32% 35,320.32	Aa1/AA+ AA+	0.62 0.60
3133EPNG6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 06/23/2026	5,000,000.00	06/22/2023 4.42%	4,994,050.00 4,998,557.41	100.39 3.81%	5,019,680.40 59,548.61	1.32% 21,122.99	Aa1/AA+ AA+	0.73 0.70
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	4,000,000.00	10/31/2023 5.05%	3,995,640.00 3,998,685.91	101.04 3.72%	4,041,420.04 33,888.89	1.06% 42,734.13	Aa1/AA+ AA+	0.83 0.80
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	7,500,000.00	08/09/2023 4.58%	7,482,750.00 7,495,010.72	100.63 3.75%	7,547,559.98 44,062.50	1.98% 52,549.25	Aa1/AA+ AA+	0.87 0.84
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	8,000,000.00	-- 5.01%	7,915,728.80 7,972,927.96	100.80 3.76%	8,063,638.08 20,555.56	2.12% 90,710.12	Aa1/AA+ AA+	0.95 0.92
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	6,500,000.00	04/10/2024 4.84%	6,483,165.00 6,491,420.18	101.62 3.65%	6,605,232.73 147,513.89	1.73% 113,812.55	Aa1/AA+ AA+	1.52 1.43
3133ERDS7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/06/2027	5,000,000.00	05/24/2024 4.80%	4,993,350.00 4,996,393.01	101.64 3.68%	5,081,796.10 95,659.72	1.33% 85,403.09	Aa1/AA+ AA+	1.60 1.50
3133ERGT2	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 06/11/2027	4,665,000.00	06/24/2024 4.53%	4,661,538.57 4,663,021.13	101.32 3.69%	4,726,494.40 64,143.75	1.24% 63,473.28	Aa1/AA+ AA+	1.70 1.60
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	5,000,000.00	09/07/2023 4.49%	4,974,425.00 4,984,979.76	102.01 3.65%	5,100,615.35 13,975.69	1.34% 115,635.59	Aa1/AA+ AA+	2.94 2.73
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	4,000,000.00	10/12/2023 4.71%	3,962,920.00 3,977,645.06	102.22 3.70%	4,088,948.16 4,500.00	1.07% 111,303.10	Aa1/AA+ AA+	2.98 2.77
Total Agency		**79,665,000.00**	**4.62%**	**79,332,277.37** **79,555,736.06**	**100.84** **3.79%**	**80,332,099.38** **881,695.83**	**21.09%** **776,363.32**		**1.10** **1.04**

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

County of Mendocino | Account #10168 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	20,756.99	--	20,756.99 20,756.99	1.00 0.00%	20,756.99 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**20,756.99**		**20,756.99** **20,756.99**	**1.00** **0.00%**	**20,756.99** **0.00**	**0.01%** **0.00**		**0.00** **0.00**
CORPORATE									
57629W6F2	MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026	2,000,000.00	04/04/2023 4.52%	1,998,620.00 1,999,759.07	100.25 4.01%	2,005,042.72 42,750.00	0.53% 5,283.65	Aa3/AA+ AA+	0.53 0.50
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	5,000,000.00	-- 5.27%	4,795,950.00 4,947,632.13	99.58 4.07%	4,979,052.90 68,861.11	1.31% 31,420.77	A2/A A	0.59 0.57
69371RR32	PACCAR FINANCIAL CORP 1.1 05/11/2026	2,732,000.00	05/22/2023 4.49%	2,477,350.28 2,679,800.33	98.32 3.91%	2,686,138.84 11,686.89	0.71% 6,338.51	A1/A+ NA	0.61 0.60
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	2,000,000.00	04/24/2023 4.38%	1,810,720.00 1,957,169.02	97.99 4.01%	1,959,742.92 6,437.50	0.51% 2,573.90	A1/A+ A+	0.71 0.70
857477CD3	STATE STREET CORP 5.272 08/03/2026	1,725,000.00	07/31/2023 5.27%	1,725,000.00 1,725,000.00	100.95 4.10%	1,741,344.12 14,651.77	0.46% 16,344.12	Aa3/A AA-	0.84 0.73
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	4,000,000.00	08/24/2023 5.48%	4,005,440.00 4,001,495.36	101.24 4.07%	4,049,761.68 26,402.00	1.06% 48,266.32	Aa2/A+ AA	0.88 0.77
24422EXD6	JOHN DEERE CAPITAL CORP 5.15 09/08/2026	1,550,000.00	09/05/2023 5.18%	1,548,899.50 1,549,656.60	101.25 3.77%	1,569,389.71 5,099.93	0.41% 19,733.11	A1/A A+	0.94 0.91
437076CV2	HOME DEPOT INC 4.95 09/30/2026	1,335,000.00	11/27/2023 5.04%	1,332,076.35 1,333,967.79	101.04 3.88%	1,348,861.02 183.56	0.35% 14,893.23	A2/A A	1.00 0.89
713448FW3	PEPSICO INC 5.125 11/10/2026	4,000,000.00	-- 5.14%	3,998,336.95 3,999,384.18	101.31 3.90%	4,052,599.28 80,291.67	1.06% 53,215.11	A1/A+ NA	1.11 0.97
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	1,325,000.00	12/05/2023 5.11%	1,325,000.00 1,325,000.00	101.26 4.01%	1,341,672.67 21,252.63	0.35% 16,672.67	Aa2/AA- AA	1.19 1.05
89115A2V3	TORONTO-DOMINION BANK 5.264 12/11/2026	1,920,000.00	12/04/2023 5.26%	1,920,000.00 1,920,000.00	101.37 4.08%	1,946,218.33 30,882.13	0.51% 26,218.33	A2/A- AA-	1.20 1.13
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	2,000,000.00	01/18/2024 4.52%	1,998,820.00 1,999,493.51	100.79 3.85%	2,015,767.78 20,750.00	0.53% 16,274.27	A1/A A+	1.27 1.21

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	3,570,000.00	01/10/2024 4.88%	3,569,107.50 3,569,613.20	101.15 3.95%	3,611,216.58 34,807.50	0.95% 41,603.38	A1/A AA-	1.30 1.24
06051GLE7	BANK OF AMERICA CORP 5.08 01/20/2027	600,000.00	01/17/2023 5.08%	600,000.00 600,000.00	100.18 5.21%	601,102.09 6,011.33	0.16% 1,102.09	A1/A- AA-	1.31 0.30
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	4,635,000.00	-- 4.80%	4,634,494.50 4,634,743.16	101.20 3.91%	4,690,645.96 21,630.00	1.23% 55,902.80	A1/AA- NA	1.41 1.26
57629W4S6	MASSMUTUAL GLOBAL FUNDING II 5.1 04/09/2027	2,000,000.00	05/28/2024 5.17%	1,996,400.00 1,998,088.04	101.56 4.03%	2,031,268.68 48,733.33	0.53% 33,180.64	Aa3/AA+ AA+	1.52 1.42
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	4,000,000.00	11/28/2022 4.49%	3,921,560.00 3,971,661.01	100.16 3.90%	4,006,231.68 62,666.67	1.05% 34,570.67	A2/A+ A+	1.61 1.44
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	4,000,000.00	05/15/2024 4.89%	4,011,720.00 4,006,332.23	101.74 3.88%	4,069,409.72 76,111.11	1.07% 63,077.49	A2/A A+	1.62 1.52
009158AY2	AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027	3,000,000.00	02/09/2024 4.71%	2,743,890.00 2,872,484.41	96.81 3.90%	2,904,324.33 20,966.67	0.76% 31,839.92	A2/A NA	1.62 1.56
437076DB5	HOME DEPOT INC 4.875 06/25/2027	1,000,000.00	06/24/2024 4.89%	999,500.00 999,711.42	101.66 3.88%	1,016,550.66 13,000.00	0.27% 16,839.24	A2/A A	1.73 1.56
023135BC9	AMAZON.COM INC 3.15 08/22/2027	3,000,000.00	06/26/2024 4.90%	2,848,380.00 2,909,107.04	98.91 3.75%	2,967,335.46 10,237.50	0.78% 58,228.42	A1/AA AA-	1.89 1.81
24422EWK1	JOHN DEERE CAPITAL CORP 4.15 09/15/2027	2,000,000.00	05/28/2024 4.94%	1,952,380.00 1,971,760.23	100.47 3.90%	2,009,419.70 3,688.89	0.53% 37,659.47	A1/A A+	1.96 1.86
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	3,000,000.00	05/24/2024 5.07%	2,952,480.00 2,971,739.55	101.15 3.93%	3,034,604.19 4,170.83	0.80% 62,864.64	A1/A+ A+	1.97 1.87
58989V2K9	MET TOWER GLOBAL FUNDING 4.8 01/14/2028	5,000,000.00	01/30/2025 4.65%	5,020,500.00 5,015,878.94	101.50 4.10%	5,075,197.20 51,333.33	1.33% 59,318.26	Aa3/AA- AA-	2.29 2.13
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	1,860,000.00	01/16/2025 4.92%	1,860,000.00 1,860,000.00	101.80 4.34%	1,893,533.85 17,014.09	0.50% 33,533.85	A1/A AA-	3.32 2.15
06368MJG0	BANK OF MONTREAL 5.004 01/27/2029	2,030,000.00	01/22/2025 5.01%	2,030,000.00 2,030,000.00	101.95 4.32%	2,069,524.22 18,058.88	0.54% 39,524.22	A2/A- AA-	3.33 2.16
857477CN1	STATE STREET CORP 4.53 02/20/2029	2,000,000.00	05/22/2025 4.48%	2,002,680.00 2,002,329.97	101.07 4.37%	2,021,413.46 10,318.33	0.53% 19,083.49	Aa3/A AA-	3.39 2.23
64952WFK4	NEW YORK LIFE GLOBAL FUNDING 4.6 12/05/2029	5,000,000.00	03/05/2025 4.56%	5,007,700.00 5,006,772.45	101.57 4.19%	5,078,301.25 74,111.11	1.33% 71,528.80	Aa1/AA+ AAA	4.18 3.72
037833EZ9	APPLE INC 4.2 05/12/2030	2,000,000.00	06/18/2025 4.28%	1,993,020.00 1,993,422.32	101.08 3.94%	2,021,565.60 32,433.33	0.53% 28,143.28	Aaa/AA+ NA	4.61 4.03

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Corporate		**78,282,000.00**	**4.87%**	**77,080,025.08** **77,852,001.93**	**100.67** **4.01%**	**78,797,236.60** **834,542.11**	**20.68%** **945,234.67**		**1.76** **1.54**
MONEY MARKET FUND									
261908107	DREYFUS TRS OBS CM INST	9,030,085.12	-- 4.17%	9,030,085.12 9,030,085.12	1.00 4.17%	9,030,085.12 0.00	2.37% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**9,030,085.12**	**4.17%**	**9,030,085.12** **9,030,085.12**	**1.00** **4.17%**	**9,030,085.12** **0.00**	**2.37%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058LE1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.75 04/10/2026	3,000,000.00	05/28/2024 4.99%	2,987,070.00 2,996,373.52	100.40 3.97%	3,012,044.46 67,687.50	0.79% 15,670.94	Aaa/AAA NA	0.53 0.50
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	3,805,000.00	11/29/2023 4.49%	3,792,595.70 3,799,857.02	100.71 3.80%	3,831,935.63 35,151.44	1.01% 32,078.61	Aaa/AAA NA	1.29 1.23
4581X0EM6	INTER-AMERICAN DEVELOPMENT BANK 4.375 02/01/2027	7,490,000.00	12/05/2023 4.41%	7,483,633.50 7,487,291.32	100.75 3.79%	7,546,523.29 54,614.58	1.98% 59,231.96	Aaa/AAA NA	1.34 1.28
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	4,000,000.00	07/20/2023 4.24%	3,869,160.00 3,926,830.52	99.52 3.68%	3,980,764.40 30,722.22	1.04% 53,933.88	Aaa/AAA NA	2.78 2.61
Total Supranational		**18,295,000.00**	**4.48%**	**18,132,459.20** **18,210,352.39**	**100.42** **3.80%**	**18,371,267.78** **188,175.74**	**4.82%** **160,915.39**		**1.51** **1.43**
US TREASURY									
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	6,000,000.00	06/09/2022 3.05%	5,990,859.38 5,999,778.68	99.90 4.14%	5,994,211.20 75,326.09	1.57% (5,567.48)	Aa1/AA+ AA+	0.08 0.08
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	3,000,000.00	06/13/2022 3.43%	2,885,507.81 2,995,878.28	99.79 3.95%	2,993,671.86 25,495.92	0.79% (2,206.42)	Aa1/AA+ AA+	0.13 0.12
9128286A3	UNITED STATES TREASURY 2.625 01/31/2026	7,500,000.00	04/19/2023 4.01%	7,228,710.94 7,467,455.98	99.56 3.97%	7,466,674.80 33,169.16	1.96% (781.18)	Aa1/AA+ AA+	0.34 0.33
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	6,000,000.00	09/08/2022 3.50%	5,750,156.25 5,965,187.28	99.23 3.83%	5,953,593.72 370.88	1.56% (11,593.56)	Aa1/AA+ AA+	0.50 0.49

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912828Y95	UNITED STATES TREASURY 1.875 07/31/2026	7,500,000.00	04/27/2023 3.75%	7,071,679.69 7,390,940.29	98.46 3.77%	7,384,643.55 23,692.26	1.94% (6,296.74)	Aa1/AA+ AA+	0.83 0.81
912828YD6	UNITED STATES TREASURY 1.375 08/31/2026	7,500,000.00	04/21/2023 3.85%	6,922,265.63 7,342,478.96	97.89 3.75%	7,341,386.70 8,831.15	1.93% (1,092.26)	Aa1/AA+ AA+	0.92 0.89
912828YG9	UNITED STATES TREASURY 1.625 09/30/2026	7,500,000.00	04/27/2023 3.76%	6,991,113.28 7,351,930.64	97.98 3.71%	7,348,183.58 334.82	1.93% (3,747.07)	Aa1/AA+ AA+	1.00 0.98
91282CJC6	UNITED STATES TREASURY 4.625 10/15/2026	8,500,000.00	05/28/2024 4.82%	8,461,816.41 8,483,346.86	100.92 3.71%	8,578,591.77 181,524.93	2.25% 95,244.91	Aa1/AA+ AA+	1.04 0.99
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	7,500,000.00	04/17/2023 3.86%	7,038,574.22 7,355,252.82	98.12 3.73%	7,358,789.10 56,657.61	1.93% 3,536.28	Aa1/AA+ AA+	1.13 1.09
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	3,500,000.00	12/12/2022 3.91%	3,277,695.31 3,426,821.67	98.09 3.69%	3,433,144.54 10,057.74	0.90% 6,322.87	Aa1/AA+ AA+	1.38 1.33
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	7,500,000.00	06/07/2023 4.11%	7,078,125.00 7,334,404.21	98.31 3.67%	7,373,437.50 515.11	1.94% 39,033.29	Aa1/AA+ AA+	1.50 1.45
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	6,000,000.00	10/21/2022 4.40%	5,707,734.38 5,891,126.79	99.35 3.63%	5,961,093.72 49,279.89	1.56% 69,966.94	Aa1/AA+ AA+	1.75 1.67
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	7,500,000.00	05/25/2023 4.00%	7,141,113.28 7,343,001.75	98.44 3.64%	7,382,812.50 34,748.64	1.94% 39,810.75	Aa1/AA+ AA+	1.83 1.76
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	5,000,000.00	02/21/2023 4.23%	4,774,023.44 4,904,326.10	99.07 3.63%	4,953,710.95 13,380.52	1.30% 49,384.85	Aa1/AA+ AA+	1.92 1.84
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	3,000,000.00	03/08/2023 4.44%	2,961,914.06 2,983,324.53	100.96 3.62%	3,028,945.32 339.97	0.80% 45,620.79	Aa1/AA+ AA+	2.00 1.90
91282CFU0	UNITED STATES TREASURY 4.125 10/31/2027	8,000,000.00	05/24/2024 4.66%	7,866,250.00 7,918,745.00	101.02 3.61%	8,081,250.00 138,097.83	2.12% 162,505.00	Aa1/AA+ AA+	2.08 1.95
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	11,500,000.00	-- 3.77%	10,789,375.00 11,162,380.62	97.22 3.62%	11,180,156.25 97,734.38	2.93% 17,775.63	Aa1/AA+ AA+	2.13 2.03
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	7,500,000.00	05/08/2025 3.88%	7,279,101.56 7,310,752.03	98.02 3.63%	7,351,464.83 26,341.71	1.93% 40,712.80	Aa1/AA+ AA+	2.38 2.26
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	8,000,000.00	05/30/2024 4.65%	7,714,062.50 7,813,732.14	100.03 3.61%	8,002,187.52 796.70	2.10% 188,455.38	Aa1/AA+ AA+	2.50 2.37
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	7,500,000.00	05/05/2025 3.83%	7,455,175.78 7,461,093.70	100.02 3.62%	7,501,171.88 91,367.83	1.97% 40,078.18	Aa1/AA+ AA+	2.67 2.49
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	4,000,000.00	02/13/2024 4.29%	3,770,937.50 3,853,751.33	97.96 3.63%	3,918,281.24 14,687.50	1.03% 64,529.91	Aa1/AA+ AA+	2.88 2.72

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CDF5	UNITED STATES TREASURY 1.375 10/31/2028	7,500,000.00	02/07/2025 4.33%	6,746,777.34 6,875,917.06	93.45 3.64%	7,008,398.40 43,155.57	1.84% 132,481.34	Aa1/AA+ AA+	3.08 2.95
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	7,500,000.00	03/18/2024 4.39%	7,104,492.19 7,234,856.40	98.48 3.64%	7,385,742.15 88,527.51	1.94% 150,885.75	Aa1/AA+ AA+	3.13 2.91
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	7,500,000.00	03/17/2025 4.08%	7,015,722.66 7,078,528.87	95.64 3.67%	7,173,046.88 67,280.91	1.88% 94,518.00	Aa1/AA+ AA+	3.62 3.39
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	8,000,000.00	11/22/2024 4.31%	7,894,687.50 7,913,790.41	101.11 3.69%	8,088,437.52 53,913.04	2.12% 174,647.11	Aa1/AA+ AA+	3.83 3.50
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	3,000,000.00	12/18/2024 4.25%	2,857,265.63 2,880,985.34	97.95 3.69%	2,938,593.75 8,028.31	0.77% 57,608.41	Aa1/AA+ AA+	3.92 3.64
91282CFL0	UNITED STATES TREASURY 3.875 09/30/2029	5,000,000.00	12/13/2024 4.26%	4,917,578.13 4,931,197.30	100.68 3.69%	5,034,179.70 532.28	1.32% 102,982.40	Aa1/AA+ AA+	4.00 3.67
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	8,000,000.00	01/16/2025 4.40%	7,861,250.00 7,881,649.74	101.13 3.70%	8,090,000.00 133,913.04	2.12% 208,350.26	Aa1/AA+ AA+	4.08 3.68
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	5,000,000.00	03/28/2025 4.02%	4,969,726.56 4,972,993.61	100.64 3.71%	5,032,226.55 65,112.70	1.32% 59,232.94	Aa1/AA+ AA+	4.17 3.77
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	5,000,000.00	06/03/2025 4.01%	4,997,460.94 4,997,635.59	101.16 3.71%	5,058,007.80 17,127.07	1.33% 60,372.21	Aa1/AA+ AA+	4.41 4.01
Total US Treasury		**196,500,000.00**	**4.09%**	**188,521,152.37** **192,523,263.96**	**98.96** **3.70%**	**194,396,035.26** **1,360,341.09**	**51.03%** **1,872,771.30**		**2.15** **2.02**
Total Portfolio		**381,792,842.11**	**4.38%**	**372,116,756.13** **377,192,196.46**	**97.46** **3.80%**	**380,947,481.13** **3,264,754.78**	**100.00%** **3,755,284.67**		**1.76** **1.63**
Total Market Value + Accrued						**384,212,235.91**			

HOLDINGS REPORT

Mendocino Liquidity Account | Account #11075 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	2.37	--	2.37 2.37	1.00 0.00%	2.37 0.00	0.33% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**2.37**		**2.37** **2.37**	**1.00** **0.00%**	**2.37** **0.00**	**0.33%** **0.00**		**0.00** **0.00**
MONEY MARKET FUND									
261908107	DREYFUS TRS OBS CM INST	708.05	-- 4.17%	708.05 708.05	1.00 4.17%	708.05 0.00	99.67% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**708.05**	**4.17%**	**708.05** **708.05**	**1.00** **4.17%**	**708.05** **0.00**	**99.67%** **0.00**		**0.00** **0.00**
Total Portfolio		**710.42**	**4.17%**	**710.42** **710.42**	**1.00** **4.16%**	**710.42** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**710.42**			

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CD									
99MEND$16	Community First Credit Union 4.25 10/07/2025	250,000.00	03/30/2023 4.25%	250,000.00 250,000.00	100.00 4.25%	250,000.00 26,664.38	0.27% 0.00	NA/NA NA	0.02 0.02
90MEND$16	Savings Bank of Mendocino County 4.0 10/07/2025	250,000.00	08/31/2023 4.00%	250,000.00 250,000.00	100.00 4.00%	250,000.00 25,835.62	0.27% 0.00	NA/NA NA	0.02 0.02
Total CD		**500,000.00**	**4.13%**	**500,000.00** **500,000.00**	**100.00** **4.13%**	**500,000.00** **52,500.00**	**0.55%** **0.00**		**0.02** **0.02**
CASH									
90CHECK$1	Checking Deposit Bank Account	59,376,291.42	-- 0.00%	59,376,291.42 59,376,291.42	1.00 0.00%	59,376,291.42 0.00	65.09% 0.00	NA/NA NA	0.00 0.00
90CASH$00	Custodial Cash Account	1,154,439.94	08/31/2025 0.00%	1,154,439.94 1,154,439.94	1.00 0.00%	1,154,439.94 0.00	1.27% 0.00	NA/NA NA	0.00 0.00
CCYUSD	Receivable	194,471.24	--	194,471.24 194,471.24	1.00 0.00%	194,471.24 0.00	0.21% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**60,725,202.60**	**0.00%**	**60,725,202.60** **60,725,202.60**	**1.00** **0.00%**	**60,725,202.60** **0.00**	**66.57%** **0.00**		**0.00** **0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	10,000,000.00	12/31/2024 4.20%	10,000,000.00 10,000,000.00	1.00 4.20%	10,000,000.00 0.00	10.96% 0.00	NA/NA NA	0.00 0.00
Total LAIF		**10,000,000.00**	**4.20%**	**10,000,000.00** **10,000,000.00**	**1.00** **4.20%**	**10,000,000.00** **0.00**	**10.96%** **0.00**		**0.00** **0.00**
LOCAL GOV INVESTMENT POOL									
90CAMP$00	CAMP	20,000,000.00	04/30/2025 4.27%	20,000,000.00 20,000,000.00	1.00 4.27%	20,000,000.00 0.00	21.92% 0.00	NA/AAAm NA	0.00 0.00
Total Local Gov Investment Pool		**20,000,000.00**	**4.27%**	**20,000,000.00** **20,000,000.00**	**1.00** **4.27%**	**20,000,000.00** **0.00**	**21.92%** **0.00**		**0.00** **0.00**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				91,225,202.60	1.54	91,225,202.60	100.00%		0.00
Total Portfolio		91,225,202.60	1.42%	91,225,202.60	1.42%	52,500.00	0.00		0.00
Total Market Value + Accrued						91,277,702.60			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

County of Mendocino | Account #10168|07/01/2025 Through 09/30/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	07/31/2025	91282CAB7	(4,250,000.00)	UNITED STATES TREASURY 0.25 07/31/2025	100.000	0.75%	4,250,000.00	0.00	4,250,000.00	0.00
Maturity	08/15/2025	912828K74	(5,000,000.00)	UNITED STATES TREASURY 2.0 08/15/2025	100.000	2.78%	5,000,000.00	0.00	5,000,000.00	0.00
Maturity	08/31/2025	91282CAJ0	(4,750,000.00)	UNITED STATES TREASURY 0.25 08/31/2025	100.000	2.40%	4,750,000.00	0.00	4,750,000.00	0.00
Maturity	09/09/2025	931142EW9	(2,000,000.00)	WALMART INC 3.9 09/09/2025	100.000	3.86%	2,000,000.00	0.00	2,000,000.00	0.00
Maturity	09/15/2025	437076CR1	(2,875,000.00)	HOME DEPOT INC 4.0 09/15/2025	100.000	4.07%	2,875,000.00	0.00	2,875,000.00	0.00
Maturity	09/30/2025	9128285C0	(6,000,000.00)	UNITED STATES TREASURY 3.0 09/30/2025	100.000	2.96%	6,000,000.00	0.00	6,000,000.00	0.00
Total Maturity			**(24,875,000.00)**				**24,875,000.00**	**0.00**	**24,875,000.00**	**0.00**
TOTAL DISPOSITIONS			**(24,875,000.00)**				**24,875,000.00**	**0.00**	**24,875,000.00**	**0.00**

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	07/31/2025	90LAIF$00	(25,000,000.00)	Local Agency Investment Fund State Pool	1.000	4.26%	25,000,000.00	0.00	25,000,000.00	0.00
Sale	07/31/2025	90CAMP$00	(25,000,000.00)	CAMP	1.000		25,000,000.00	0.00	25,000,000.00	0.00
Sale	08/31/2025	90CAMP$00	(20,000,000.00)	CAMP	1.000		20,000,000.00	0.00	20,000,000.00	0.00
Total Sale			**(70,000,000.00)**				**70,000,000.00**	**0.00**	**70,000,000.00**	**0.00**
TOTAL DISPOSITIONS			**(70,000,000.00)**				**70,000,000.00**	**0.00**	**70,000,000.00**	**0.00**

2025 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK DISCLOSURES

County of Mendocino | Account #10168 | As of September 30, 2025

Benchmark	Disclosure
ICE BofA 1-3 Yr US Treasury Index	The ICE BofA 1-3 Year US Treasury Index tracks the performance of US dollar-denominated sovereign debt publicly issued by the US government in its domestic market. Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, a fixed coupon schedule, and a minimum amount outstanding of $1 billion. Qualifying securities must have at least 18 months to final maturity at the time of issuance.

CHAMISE CUBBISON
AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

CHEYANNE GORDON
ASSISTANT TREASURER-TAX
COLLECTOR

MENDOCINO COUNTY TREASURER-TAX COLLECTOR
501 LOW GAP ROAD, ROOM 1060, UKIAH, CA 95482
707-234-6875

DATE: November 3, 2025

TO: Honorable Board of Supervisors

FROM: Chamise Cubbison, Auditor-Controller/Treasurer-Tax Collector

SUBJECT: County Investment Report – September 30, 2025

The Mendocino County Investment Report for the quarter ending September 30, 2025, is submitted herewith for approval by the Board of Supervisors. This is a report listing all the investments held by the Mendocino County Investment Pool as of September 30, 2025, relevant market trends, and performance indicators for this reporting quarter. The investments have been made in accordance with the Investment Policy and are permitted investments according to current California law. Due to the nature of a public funds portfolio, it is mandatory that moneys be available to meet the monetary requirements inherent to operating a public entity. The attached Investment Report demonstrates that sufficient liquidity is available to meet anticipated expenditures during the next six months.

As prescribed by State law the primary and overriding objective for the investment pool is to protect the safety of the principal. The second objective is to ensure a sufficient portion of all funds are invested in securities providing a high degree of liquidity and availability. The third objective is to obtain a yield commensurate to current conditions; yield shall not be the driving force in determining which investments are to be selected for purchase. In the event all general objectives mandated by State law are met and created equal, investments in corporate securities and depository institutions will be evaluated for social and environmental concerns.

Please feel free to contact me directly with any questions or concerns.

Regards,

Chamise Cubbison
Auditor-Controller/Treasurer-Tax Collector

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3n)

To: BOARD OF SUPERVISORS
From: Human Resources Choose an item.
Meeting Date: November 18, 2025

Department Contact: Human Resources **Phone:** 707-234-6600
Department Contact: **Phone:** 707-234-6600

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Setting the Salary for the Auditor-Controller at $168,108.00/Annually and Treasurer-Tax Collector at $164,532.00/Annually, Effective January 2027

Recommended Action/Motion:
Adopt Resolution setting the salary for the Auditor-Controller at $168,108.00/annually and Treasurer-Tax Collector at $164,532.00/annually, effective January 2027; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On June 25, 2024, the Board of Supervisors adopted Resolution Number 24-105 establishing the compensation of Mendocino County Elected Department Heads and Officials.

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.

On December 14, 2021, the Board of Supervisors adopted Resolution 21-195, approving the salary of a single -incumbent/single position Auditor-Controller, Treasurer-Tax Collector, concurrent with the Board's adoption of Ordinance No. 4500, which consolidates the elected offices of the Auditor-Controller and Treasurer-Tax Collector, effective January 2023.

At its November 4, 2025, Board of Supervisors meeting, the Board introduced and waived the first reading an ordinance to re-establish two separate positions reverting to one Auditor-Controller and one Treasurer-Tax Collector. This ordinance is scheduled for consideration for adoption on November 18, 2025.

Salaries for the separate positions of Auditor-Controller and Treasurer-Tax Collector must be established before December 19, 2025, the first day that forms for obtaining signatures for a petition in-lieu-of-filing-fee will be available for the June 2, 2026, Statewide Primary Election.

The recommendations for each salary were developed using previous salaries including the salaries of the incumbents at the time consolidation of offices and following the process used for the 2023 compensation study for elected officials. This process also incorporates the guidelines approved by the Board for county comparables, should there not be a comparator classification at the comparable county.

In the case of Elected Officials, the same comparator counties (Humboldt, Lake, Sonoma) and/or substitution counties (Tehama, Butte, Napa) were used in 2023. Since Sonoma County has a combined office of Auditor-Controller, Treasurer-Tax Collector, Napa County was used as a comparator.

Human Resources contacted each comparable county following the November 4, 2025, Board meeting to obtain annual base salary, health benefits (medical, dental, vision, life and long-term disability) based on the bargaining unit, employer paid social security, Medicare, and retirement. For this study, 2026 health benefit premium rates and social security rates were used.

The proposed salary for the Auditor-Controller position is $168,108 annually, representing a 2.85% increase from the previous Auditor-Controller in August 2022. The proposed salary for the Treasurer-Tax Collector is $164,532.00 annually, representing a 14.96% increase from the previous Treasurer-Tax Collector in March of 2022.

The current salary for the Auditor-Controller, Treasurer-Tax Collector is $179,792.65. During the 2023 market study, this combined classification was reviewed and determined to be above market.

The fiscal impact shown below reflects the salary for two (2) Elected Officials including benefits.

Alternative Action/Motion:
Do not adopt recommendation and direct staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget Unit 1110 & 1130
current f/y cost: N/A
budget clarification: Effective January 2027; Fiscal Year 2026-2027
annual recurring cost: Budget Unit 1110, $285,784; Budget Unit 1130, $279,704
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

Item #: 3n)

Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-187

RESOLUTION NO. 25-187

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS SETTING COMPENSATION FOR THE SEPARATED OFFICE OF AUDITOR-CONTROLLER AND TREASURER-TAX COLLECTOR

WHEREAS, the Board of Supervisors has adopted Resolution No. 24-105 which sets forth the salaries, terms of conditions of employment for all Elected Department Heads; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, on November 18, 2025, the Board of Supervisors approved Ordinance Separating the offices of the Auditor-Controller, Treasurer-Tax Collector, into the office of Auditor-Controller and the office of Treasurer-Tax Collector, effective January 2027; and

WHEREAS, the Elected Auditor-Controller and Elected Treasurer-Tax Collector will be two separate positions, effective January 2027.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby adopts the below compensation for Auditor-Controller and Treasurer-Tax Collector as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	ANNUAL SALARY
	Auditor-Controller	TBD	630 – Elected	$168,108.00
	Treasurer-Tax Collector	TBD	630 – Elected	$164,532.00

The effective date of this Resolution shall be November 23, 2025, to coincide with the beginning of Pay Period 25-25.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

Deputy

RESOLUTION NO. 25-187

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS SETTING COMPENSATION FOR THE SEPARATED OFFICE OF AUDITOR-CONTROLLER AND TREASURER-TAX COLLECTOR

WHEREAS, the Board of Supervisors has adopted Resolution No. 24-105 which sets forth the salaries, terms of conditions of employment for all Elected Department Heads; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, on November 18, 2025, the Board of Supervisors approved Ordinance Separating the offices of the Auditor-Controller, Treasurer-Tax Collector, into the office of Auditor-Controller and the office of Treasurer-Tax Collector, effective January 2027; and

WHEREAS, the Elected Auditor-Controller and Elected Treasurer-Tax Collector will be two separate positions, effective January 2027.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby adopts the below compensation for Auditor-Controller and Treasurer-Tax Collector as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	ANNUAL SALARY
	Auditor-Controller	TBD	630 – Elected	$168,108.00
	Treasurer-Tax Collector	TBD	630 – Elected	$164,532.00

The effective date of this Resolution shall be November 23, 2025, to coincide with the beginning of Pay Period 25-25.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

_____
Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 30)

To: BOARD OF SUPERVISORS
From: Human Resources
Meeting Date: November 18, 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 1020 (Executive Office), Add 1.0 FTE, Assistant Chief Executive Officer $151,611.20 - $184,288.00/Annually; Delete 1.0 FTE, (Position No. 3387) Deputy CEO $126,318.40 - $153,545.60/Annually

Recommended Action/Motion:
Adopt Resolution amending the Position Allocation Table: budget unit 1020 (Executive Office), add 1.0 FTE, Assistant Chief Executive Officer $151,611.20 - $184,288.00/annually; delete 1.0 FTE, (Position No. 3387) Deputy CEO $126,318.40 - $153,545.60/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.

To support organizational efficiencies and cost savings, the Assistant Chief Executive Officer position is currently filled with an acting assignment and continues to meet the operational needs of the Executive Office. On behalf of the Executive Office, Human Resources requests the addition of 1.0 FTE Assistant Chief Executive Officer and the deletion of 1.0 FTE Administrative Analyst II, position number 4540, from budget unit 1020. The responsibilities previously assigned to position number 4540 have been realigned to better support departmental priorities. The 1.0 FTE Assistant Chief Executive Officer position has been previously budgeted.

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

Supervisorial District: All

Item #: 30)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget Unit 1020
current f/y cost: $30,151 (*includes cost of benefits);*
budget clarification: Department to work with fiscal.
annual recurring cost: $52,262 (*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: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-188

RESOLUTION NO. 25-188

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 1020				
Add				
1.0 FTE	Assistant Chief Executive Officer	7075	631 - Unrep	$72.89 - $88.60
Delete (PN 3387)				
1.0 FTE	Deputy CEO	4893	631 - Unrep	$60.73 - $73.82

The effective date of this Resolution shall be November 23, 2025, to coincide with the beginning of Pay Period 25-25.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

RESOLUTION NO. 25-188

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

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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

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3p)

To: BOARD OF SUPERVISORS
From: Information Technology
Meeting Date: November 18, 2025

Department Contact:	Tony Rakes	**Phone:**	707-234-6348
Department Contact:	Jon Gall	**Phone:**	707-234-6348

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Mendocino County Use of Artificial Intelligence (AI) Policy

Recommended Action/Motion:
Approve the Mendocino County use of artificial intelligence (AI) Policy.

Previous Board/Board Committee Actions:
N/A.

Summary of Request:
The establishment of the Use Artificial Intelligence (AI) policy is to: ensure the responsible use of AI tools, protect the privacy and security of County data, comply with applicable laws and regulations, and provide clear expectations and boundaries for the use of AI tools by authorized users.

This is a new policy. It will be periodically reviewed by Executive Office - Information Technology Division and updated as necessary to reflect changes in technology or regulatory requirements.

Alternative Action/Motion:
Do not approve and provide alternate direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial 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: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025

MENDOCINO COUNTY POLICY #61	Use of Artificial Intelligence (AI)
ADOPTED:	ADOPTED BY:

1. Overview:

The use of Artificial Intelligence (AI) technologies offers significant opportunities for County staff to improve productivity. From analyzing complex instructions and generating unique images for flyers to assisting with advanced spreadsheet formulas, AI tools can streamline and enhance many routine tasks.

However, these tools also present privacy, security, and ethical risks if misused. This policy establishes guidelines for the appropriate and responsible use of AI technologies by county employees, contractors, and authorized users, hereinafter referred to as AUTHORIZED USER(S).

2. Purpose:

The purpose of this policy is to: ensure the responsible use of AI tools, protect the privacy and security of County data, comply with applicable laws and regulations, and provide clear expectations and boundaries for the use of AI tools by AUTHORIZED USER(S).

3. Scope:

This policy applies to any use of AI systems or tools, cloud-based, on-premises, or embedded, whether developed internally or procured from third parties by all AUTHORIZED USER(S).

This policy does not apply to personal or non-County use of AI tools unless such use occurs on County-managed devices or systems.

4. Definitions

Artificial Intelligence (AI)
The simulation of human intelligence processes by machines, especially computer systems, including learning, reasoning, and self-correction.

California Consumer Privacy Act (CCPA)
The California Consumer Privacy Act is a privacy law enacted in 2018 that grants California residents more control over the personal information that businesses collect about them. It also includes data protection responsibilities on certain entities conducting business in California.

Criminal Justice Information Services (CJIS)
The Criminal Justice Information Services Division is a part of the FBI that provides a range of services and tools to law enforcement and criminal justice agencies.

Ethical AI Use
The practice of using AI in a manner that respects human rights, avoids harm, ensures fairness, and promotes accountability.

Health Insurance Portability and Accountability Act (HIPAA)
The Health Insurance Portability and Accountability Act (HIPAA) of 1996 establishes federal standards protecting sensitive health information (PHI) from disclosure without patient's consent.

National Institute of Standards and Technology (NIST)
The National Institute of Standards and Technology is a federal agency that develops cybersecurity standards, guidelines, best practices, and other resources to meet the needs of U.S. industry, federal agencies, and the public.

Personally Identifiable Information (PII)
Any data that can be used to identify an individual, such as names, addresses, social security numbers, or biometric records.

Protected Health Information (PHI)
PHI refers to any information that relates to an individual’s health status, medical history, or treatment. PHI is HIPAA protected health information and is often called HIPAA data.

Use Case
A specific task or problem for which AI technology is applied to deliver a result or improvement.

5. Policy:

5.1 General Use

AI tools and systems may be used only for functions that directly support County operations, services, or analytical needs, and must align with County values and legal requirements. Approved uses include but are not limited to:

5.1.1 Drafting non-final content, such as memos, reports, or meeting summaries, subject to staff review.

5.1.2 Pattern detection for operational improvements, subject to human validation.

5.1.3 Public-facing virtual assistants that comply with all appropriate disclosures and privacy controls.

5.1.4 Summarizing, analyzing, or visualizing public datasets.

5.2 Prohibited Use

Use of AI tools and systems are governed by all applicable County policies, including but not limited to MENDOCINO COUNTY POLICY #22: INFORMATION TECHNOLOGY (IT) POLICY and MENDOCINO COUNTY POLICY #58: INFORMATION TECHNOLOGY POLICY ACCEPTABLE USE. Prohibited uses include but are not limited to:

5.2.1 Generating communications that represent official County policy, legal interpretation, or formal direction without review and verification.

5.2.2 Any application that may lead to discrimination, bias, or inequitable service delivery.

5.2.3 Uploading, transmitting, or processing sensitive data, including Personally Identifiable Information (PII), Protected Health Information (PHI), financial information, or legally protected records, without explicit authorization from the County IT Division.

5.3 Data Security and Privacy

5.3.1 Use of AI tools must comply with all applicable County cybersecurity and acceptable use policies and procedures.

5.3.2 AI tools must not receive access to sensitive data unless the tools are secured through encryption, access controls, appropriate contract terms, and are approved by the County IT Division.

5.3.3 Any vendor providing AI tools and/or services to the County must agree to applicable data protection standards consistent with, but not limited to, CCPA, HIPAA, and CJIS requirements, and/or NIST frameworks.

5.4 Transparency and Accountability

5.4.1 Employees are fully responsible for all content and analysis generated from the use of AI tools and systems.

5.4.2 Employees must disclose the use of AI-generated content in reports or official communications when the source of the content may impact its interpretation, accuracy, credibility, or influence decision-making or public understanding.

5.4.3 Output generated by AI systems is subject to all applicable public privacy laws and public records policies.

5.4.4 Outputs from AI tools shall not be treated as final or authoritative without human review and verification.

6. Maintenance:

This policy shall be reviewed annually by the Information Technology Division. Revisions must be reviewed and approved by the County Executive Office.

7. Compliance:

7.1 Any authorized user found to have violated this policy may be subject to disciplinary action, up to and including termination of employment or contract in accordance with applicable MOU provisions and subject to the authority of the Department, Office, or County operation.

7.2 Mendocino County Sheriff's Office (MCSO) is authorized to use AI tools and systems as necessary for law enforcement purposes and has sole authority over the security and monitoring of MCSO specific data, and AI tools and systems.

7.3 All Users, including MCSO must comply with all applicable laws, regulations, and policies related to the use of AI tools and systems.

7.4 All AI tools and systems must be approved for use by the County IT Division.

7.5 The County IT Division will maintain an inventory of approved AI tools for use by AUTHORIZED USERS.

8. Additional Definitions and Concepts:

Algorithmic Bias
Systematic and repeatable errors in AI systems that create unfair outcomes, often due to biased training data or flawed assumptions in model design.

Data Sensitivity
The classification of data based on its level of confidentiality, from public to restricted or confidential.

Public Data: This is data that is legally available publicly or data that has been published by the County for public consumption.
General Data: This is County data that has neither been classified as public nor sensitive.
Sensitive Data: Sensitive data is defined as data that contains information protected by regulatory frameworks including but not limited to CJIS, FTI, HIPAA, and PCI.

Generative AI
A class of AI models capable of generating text, images, code, or other content in response to user input.

Inference
The process by which an AI model applies what it has learned from training data to new data or prompts to generate a result or decision.

Large Language Model (LLM)
A language model trained with self-supervised machine learning on a vast amount of text, designed for natural language processing tasks, especially language generation.

Machine Learning (ML)
A subset of AI that enables systems to learn from data and improve their performance over time without being explicitly programmed.

Model Hallucination
When an AI system generates content that is factually incorrect or fabricated yet presented as plausible.

Prompt
A user-supplied input or question given to an AI tool to generate a response or output.
Risk Assessment
The evaluation of potential harms or adverse impacts associated with a particular AI application, including data exposure, discrimination, or inaccuracy.

Training Data
The data used to teach an AI model to recognize patterns or make predictions.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3q)

To: BOARD OF SUPERVISORS
From: Planning and Building Services
Meeting Date: November 18, 2025

Department Contact:	Russ Ford	**Phone:**	707-234-6650
Department Contact:	Julia Krog	**Phone:**	707-234-6650

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Authorization of the Issuance of Administrative Coastal Development Permit Modification Number CDPM_2025-0003 to Reduce the Size of a Single-Family Residence and Permit After-the-Fact Installation of a Gate at the Base of the Driveway, Located at 43750 Alta Mesa Road, Manchester, APN 132-072-09

Recommended Action/Motion:
Authorize the issuance of Administrative Coastal Development Permit Modification Number CDPM_2025-0003 to reduce the size of the single-family residence and to permit after-the-fact installation of a gate at the base of the driveway, located at 43750 Alta Mesa Road, Manchester, APN: 132-072-09.

Previous Board/Board Committee Actions:
In 1991 the Board adopted Division II of Title 20 of the Mendocino County Code through Ordinance No. 3785. Included in Division II is Section 20.536.005(C) which provides for reporting of Coastal Development Administrative Permits approved by the Coastal Permit Administrator to the Board of Supervisors.

Summary of Request:
The request is to modify a previously approved Coastal Development Permit, CDP 2014-0035, to reduce the size of the Single-Family Residence from 1,752 square-feet to 1,400 square-feet, and to permit after-the-fact installation of a gate at the base of the driveway. The Coastal Development Permit was administratively approved by the Coastal Permit Administrator (CPA) on October 20, 2025 and requires the Board of Supervisors authorization for issuance of the permit. The CPA staff report is attached for review.

Alternative Action/Motion:
Order that CDPM_2025-0003 be scheduled for a public hearing and processed pursuant to Mendocino County Code Section 20.536.015.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: District 5

Vote Requirement: Majority

Item #: 3q)

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: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025

COASTAL PERMIT ADMINISTRATOR NOVEMBER 18, 2025
STAFF REPORT- ADMINISTRATIVE CDP MOD CDPM_2025-0003

PROJECT PLANNER CONTACT
Russ Ford
860 N Bush St
Ukiah, CA 95482
Phone: 707-234-6650
fordr@mendocinocounty.gov

PROJECT SUMMARY

OWNER/APPLICANT:	Peter Vincent McCarry PO Box 26 Manchester, CA 95459
REQUEST:	Modification to Administrative Coastal Development Permit CDP_2014-0035 to reduce the size of the single-family residence from 1,752 square-feet to 1,400 square-feet, and permit after-the-fact installation of a gate at the base of the driveway.
LOCATION:	In the Coastal Zone 4± miles north of the community of Manchester on the west side of Alta Mesa Road, 275± feet north of its intersection with Sea Cypress Drive (CR 568) located at 43750 Alta Mesa Road, Manchester; APN: 132-072-09.
TOTAL ACREAGE:	2.02± Acres
GENERAL PLAN:	Rural Residential- 5 Acre Minimum, variable to Suburban Residential, within a Planned Development Combining District (RR-5:PD[SR:PD]). General Plan (Chapter 7 – Coastal Element)
ZONING:	Rural Residential- 5 Acre Minimum, variable to Suburban Residential, within a Planned Development Combining District (RR-5:PD[SR:PD]). Mendocino County Code Title 20, Division II
CODE REFERENCE:	Family Residential: Single-Family Mendocino County Code (MCC) Section 20.316.010(A)
APPEALABLE	No
SUPERVISORIAL DISTRICT:	5 (Williams)
ENVIRONMENTAL DETERMINATION:	Addendum to a previously adopted Mitigated Negative Declaration
RECOMMENDATION:	Approve the Modification with Conditions and renew the permit for an additional 2-year term.

PROJECT BACKGROUND & INFORMATION

PROJECT DESCRIPTION: Administrative CDP_2014-0035 was approved by the Coastal Permit Administrator on June 22, 2016, to allow construction of a 1,752 square-foot, one-story single-family residence, a 600 square-foot garage, and 1,360 square-feet of decking. The permit also included a septic and leach field, a propane tank, and improvements to an existing dirt road with gravel paving. The property owner would like to modify the permit to reduce the home to 1,400 square-feet to be constructed within the originally proposed footprint, and to permit after-the-fact installation of a panel gate at the base of the driveway to prevent trespassers.

SITE CHARACTERISTICS: The project site is located within the Mendocino Coast Subdivision, Unit 2 (Irish Beach) and is approximately 2.02 acres. It is on the east side of State Route 1 and accessed via Alta Mesa Road. The site is 0.33± miles east of the Pacific Ocean and is significantly larger than most of the surrounding lots, likely due to the presence of a small knoll that dominates the land within the property boundaries. A flat clearing on top of the knoll provides an accessible building spot, with 20-30% slopes on all sides. The lot remains undeveloped with the exception of the gate and an unimproved driveway.

Public Services:
Access: Alta Mesa Road (private)
Water District: Irish Beach Water District
Sewer District: None
Fire District: Redwood Coast Fire Protection District

RELATED APPLICATIONS: The following applications have occurred on the subject parcel or on the surrounding properties and are relevant to the proposed project.

Subject Parcel Projects:

- CDP_2014-0035 – New SFR, garage, and associated development. Approved 6/21/2016
- CDPR_2018-0005 – Renewal of CDP 2014-0035. Approved on 9/23/21.
- CDPR_2022-0006 – Renewal of CDP 2014-0035. Application form submitted, but never paid. Voided by Department on 4/15/24
- BF_2016-0848 – New SFR. Expired.
- BF_2016-0849 – New Class K detached garage. Expired.
- BF_2025-0269 - Foundation for new SFR. Pending approval of this CDPM.

Neighboring Projects:

- No relevant projects

AGENCY COMMENTS: On April 2, 2025, project referrals were sent to the following responsible or trustee agencies with jurisdiction over the Project. Their submitted recommended conditions are discussed in this staff report and contained in the Conditions of Approval. A summary of the submitted agency comments are listed below.

TABLE 1: Referral Agency Responses

REFERRAL AGENCIES	COMMENT
Mendocino County Planning – Fort Bragg	No Comment
Mendocino County Department of Transportation	Comments
Mendocino County Environmental Health	No Comment
Mendocino County Building – Fort Bragg	Comments
California Department of Fish and Wildlife (CDFW)	No Comment
Cloverdale Rancheria	No Response
Redwood Valley Rancheria	No Response
Cahto Tribe	No Response
Sherwood Valley Band of Pomo Indians	No Response

Irish Beach Water District	No Response
Redwood Coast Fire District	No Response

Mendocino County Department of Transportation: MC DOT responded to the project referral on April 17, 2025 requesting the inclusion of two conditions. The primary condition is to require the applicant to construct a residential driveway approach onto Alta Mesa Road (CR 577). Secondarily, an encroachment permit shall be required for any work occurring within the County right-of-way (ROW). These have been incorporated as **Conditions 10** and **11**.

PROJECT ANALYSIS

LOCAL COASTAL PROGRAM CONSISTENCY:

Land Use and Planning Areas: The project site is located within the Mallo Pass Creek to Iversen Road Planning Area. This area hosts a majority of the coast's full time, large-acreage ranches and prime agricultural soils, although the project site is located within an existing major subdivision (Irish Beach). The LCP contains some policies regarding coastal access in the Irish Beach area, but the project site is situated east of SR 1 so they are not applicable. Like most of Irish Beach, the project site is classified Rural Residential 5-acre minimum with a variable density zoning to Suburban Residential (SR). At 2.02± acres, the site is somewhat larger than most lots within the division but still below the 5-acre threshold, so the higher density SR district will be used to evaluate the project. The site is within a water district (Irish Beach Water District) but relies on on-site septic for waste management, so the minimum lot size is 12,000 square feet. The SR classification is intended for lands adjacent to existing developed communities or those which are appropriate to accommodate future residential growth, and allow one dwelling unit per parcel as a principal permitted use. The existing CDP for this site includes the development of a single-family residence (SFR) and garage. This project proposes only to modify the size of the SFR down to 1,400 square-feet and permit installation of a gate at the bottom of the driveway. Both the residence and the gate are permitted uses within the Suburban Residential classification.



Fig. 1: ATF Gate as seen in Street View

Zoning: As noted above, the site is within a variably density zone to SR at 12,000 square-feet. An SFR is a principally permitted use within the SR district. The new, reduced size SFR would be located within the same footprint as the previously approved SFR, and will maintain a setback of at least 50 feet on all sides. The panel gate is approximately 5 feet in height[1] and in line with existing fence infrastructure. The gate

[1] Google Earth Street View

and existing posts are within the 20-foot front yard setback but would not be considered view-obscuring and are permissible per MCC §20.444.015(E). The total size of the SFR and garage would account for only 2.3% lot coverage of the site, which is well within the 50% allowable. The proposed new residence is 15' 6" feet in height at the peak and will conform to the 35-foot district height limit.

The site is also subject to a Planned Unit Development Combining District (PD), which provides for additional review of sites where standard residential design would be inappropriate due to the unique or highly visible nature of the site. Development of an SFR is exempt from the requirement for a Use Permit per §20.428.010(A), and no other project criteria related to the modification are relevant to the PD regulations.

Grading, Erosion, and Runoff: Minimal changes to grading, erosion and runoff would occur as a result of project approval, and due to the reduced size of the SFR the changes would likely be less impactful (i.e., less grading would be needed). The existing permit allows for improvement to the existing driveway through graveling, and the footprint of the residence and garage are in the same location, which is atop a small knoll on the flattest portion of the parcel.

Environmentally Sensitive Habitat and Other Resource Areas: The project site is within the extant habitat of the endangered Point Arena Mountain Beaver (PAMB), although a re-scoping of the site by US Fish & Wildlife Services staff in August of 2024 found no indications of burrows within the proposed development area. Existing conditions related to protection and restoration of PAMB habitat on the site are recommended to be carried forward with this modification. Some of these conditions, such as removal of dead and dying trees, have already been completed.

Hazard Areas: The subject parcel is not located within any identified hazard zone, including flood, tsunami, earthquake, or blufftop. No additional review or conditions are needed in order to achieve consistency with Chapter 20.500 regarding Hazard Area.

Visual Resources and Special Treatment Areas: The subject parcel is not within an identified highly scenic, conditionally highly scenic area, or special community or area and so is consistent with Chapter 20.504 regarding Visual Resources and Special Treatment Areas.

Transportation, Utilities, and Public Services: The project proposes to reduce the size of a previously approved residence although the number of bedrooms would remain the same (3). The project is not expected to have any additional impacts on traffic or public utilities as a result of approval. The site is within the Irish Beach Water District and previously secured a 'will-serve' letter from the district stating sufficient resources to support the development. An on-site septic system is to be installed to treat domestic waste water and sewage.

Archaeological and Cultural Resources: The existing CDP contains the 'discovery clause', (**Condition No. 8**) requiring that work cease if archaeological sites or artifacts are discovered, and the applicant consult with the Planning Director for further action.

ENVIRONMENTAL DETERMINATION: The modified project continues to adequately mitigate potential project effects so that no significant adverse environmental impacts will result from this project; therefore, adopting an addendum to the Mitigated Negative Declaration is recommended (See *Attachment A*). Changes proposed by the modification include only reducing the size of the proposed SFR and permitting the installation of a gate at the bottom of the driveway. Reduction of the SFR footprint will not create additional impacts, and the determination from USFWS that PAMB have migrated away from the project site indicate that installation of the gate will not have environmental impacts on PAMB habitat. The proposed project modifications do not alter the recommendations presented in the Initial Study and Mitigated Negative Declaration for CDP_2014-0035.

PROJECT FINDINGS & CONDITIONS OF APPROVAL

FINDINGS:

1. Pursuant to MCC Section 20.532.095(A)(1), the proposed project to reduce the size of the previously

approved SFR to 1,400 square-feet and approve an after-the-fact gate is in conformity with the certified local coastal program. A single-family residence is a principally permitted use within the Suburban Residential (SR) land use classification, and a gate is considered an accessory structure. The project as proposed is consistent with all relevant LCP policies and meets the goals of the planning area; and

2. Pursuant to MCC Section 20.532.095(A)(2), the proposed development to reduce the size of the previously approved SFR to 1,400 square-feet and approve an after-the-fact gate will be provided with adequate utilities, access roads, drainage, and other necessary facilities. The previously approved project includes the installation of an on-site septic for treatment of domestic wastewater, and the development will be served by the Irish Beach Water District. Existing access roads are sufficient to support the residential use, and no impacts are expected to drainage due to the minimal amount of grading required. This modification does not propose changes to any of those elements on the previously approved permit; and

3. Pursuant to MCC Section 20.532.095(A)(3), the proposed development to reduce the size of the previously approved SFR to 1,400 square-feet and approve an after-the-fact gate is consistent with the purpose and intent of the Suburban Residential (SR) zoning district, as well as the provisions of this Division and preserves the integrity of the zoning district. As proposed, all elements of the development are consistent with the SR district regulations regarding setback distance, lot coverage, and building height. As a single-family residence, the project is exempt from the PD requirement to obtain a Use Permit for development; and

4. Pursuant to MCC Section 20.532.095(A)(4), the proposed development to reduce the size of the previously approved SFR to 1,400 square-feet and approve an after-the-fact gate, if completed in compliance with the conditions of approval, will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act. An Addendum to the previously adopted Mitigated Negative Declaration has been prepared to address the project modifications, per PRC §15164; and

5. Pursuant to MCC Section 20.532.095(A)(5), the proposed development to reduce the size of the previously approved SFR to 1,400 square-feet and approve an after-the-fact gate will not have any adverse impacts on any known archaeological or paleontological resource. **Condition No. 8** (the 'discovery clause') is recommended to provide additional review in the event cultural artifacts are discovered during construction activities; and

6. Pursuant to MCC Section 20.532.095(A)(6), other public services, including but not limited to, solid waste and public roadway capacity have been considered and are adequate to serve the proposed development to reduce the size of the previously approved SFR to 1,400 square-feet and approve an after-the-fact gate. The project site has an existing 'will-serve' letter from the Irish Beach Water District and will be served by on-site septic. The addition of one single-family residence cannot be expected to have a significant impact on solid waste or transportation services; and

7. Pursuant to MCC Section Chapter 20.496, the proposed development to construct a reduced size SFR, decks, and garage, install an on-site septic system and propane tank, and improve the existing driveway and permit after-the-fact construction of a gate will not have any impact on ESHAs. Previous studies determined that the project site contained PAMB habitat and mitigation measures were adopted with a Mitigated Negative Declaration. A subsequent review of the site in 2024 by USFWS staff indicated a natural migration of PAMB away from the site, and so an Addendum to the previously adopted Mitigated Negative Declaration was prepared to address the project modifications. Previously adopted mitigation measures will remain in place to provide additional protection to PAMB habitat.

CONDITIONS OF APPROVAL AND MITIGATION MEASURES (as indicated by *):

1. This action shall become final on the 11th day following the decision unless an appeal is filed pursuant to Section 20.544.015 of the Mendocino County Code. The permit shall become effective after the ten (10) working day appeal period to the Board of Supervisors has expired and no appeal has been filed with the Board. The permit shall expire and become null and void at the expiration of two years

after the effective date except where construction and use of the property in reliance on such permit has been initiated prior to its expiration.

To remain valid, progress towards completion of the project must be continuous. The applicant has sole responsibility for renewing this application before the expiration date. The County will not provide a notice prior to the expiration date.

2. The use and occupancy of the premises shall be established and maintained in conformance with the provisions of Division II of Title 20 of the Mendocino County Code.

3. The application, along with supplemental exhibits and related material, shall be considered elements of this permit, and that compliance therewith is mandatory, unless an amendment has been approved by the Coastal Permit Administrator.

4. This permit shall be subject to the securing of all necessary permits for the proposed development from County, State and Federal agencies having jurisdiction.

5. The applicant shall secure all required building permits for the proposed project as required by the Building Inspection Division of the Department of Planning and Building Services.

6. This permit shall be subject to revocation or modification upon a finding of any one (1) or more of the following:

   a. That said permit was obtained or extended by fraud.

   b. That one or more of the conditions upon which said permit was granted have been violated.

   c. That the use for which the permit was granted is so conducted as to be detrimental to the public health, welfare or safety or as to be a nuisance.

   d. A final judgment of a court of competent jurisdiction has declared one (1) or more conditions to be void or ineffective, or has enjoined or otherwise prohibited the enforcement or operation of one (1) or more such conditions.

7. This permit is issued without a legal determination having been made upon the number, size or shape of parcels encompassed within the permit described boundaries. Should, at any time, a legal determination be made that the number, size or shape of parcels within the permit described boundaries are different than that which is legally required by this permit, this permit shall become null and void.

8. If any archaeological sites or artifacts are discovered during site excavation or construction activities, the applicant shall cease and desist from all further excavation and disturbances within one hundred (100) feet of the discovery, and make notification of the discovery to the Director of the Department of Planning and Building Services. The Director will coordinate further actions for the protection of the archaeological resources in accordance with Section 22.12.090 of the Mendocino County Code.

9. A minimum eight (8) foot separation must be maintained between the leach field and the turnout.

10. Prior to commencement of construction activities or issuance of a building permit, the applicant shall construct a residential driveway approach onto Alta Mesa Road (CR 577), in accordance with Mendocino County Road and Development Standards No. A51A, or as modified by applicant and approved by Department of Transportation staff during field review, to be paved with asphalt or comparable surfacing to the adjacent road. Concrete driveways shall not be permitted.

11. Applicant shall obtain an encroachment permit from the Mendocino County Department of Transportation for any work within the County right-of-way.

*12. Prior to issuance of a building permit in reliance on Coastal Development Permit CDPM_2025-0003/CDP_2014-0035, the applicant shall submit an exterior lighting plan and design details or manufacturer's specifications for all exterior lighting fixtures. Exterior lighting shall be kept to the

minimum necessary for safety and security purposes and shall be downcast and shielded, and shall be positioned in a manner that will not shine light or allow light glare to extend beyond the boundaries of the parcel in compliance with Section 20.504.035 of the Mendocino County Code.

*13. Approximately 0.47 acres of Monterey pine shall be removed to create 0.403 acres of good PAMB habitat and 0.071 acres of fair quality PAMB habitat by allowing native plants to become established. Tree removal shall occur between July 1 and November 30. Trees shall be felled toward the street and away from PAMB habitat. One or two logs per stand shall be retained on-site after having been felled to provide shade and moisture for native plants to become established and to provide potential cover for PAMB. Placement of the logs shall be supervised by a biologist. Monterey pine needle duff shall be raked so the average depth is less than five (5) inches to promote establishment of seedlings of native plants.

*14. If natural recruitment of native species to the created PAMB habitat area is not successful after two (2) years, and if after that time there is not sufficient growth, container plants shall be planted to establish native plant growth. Relative cover of 25% or less of native plants shall trigger implementation of container planting. All areas shall be weeded of invasive species and monitored, with the results appended to annual PAMB presence/absence surveys (as recommended by Appendix E of the ESHA Compliance Report, the Point Arena Mountain Beaver Mitigation and Monitoring Plan).

*15. To mitigate impacts to PAMB behavior, burrows, and habitat, exterior and/or outdoor construction activities shall occur outside the PAMB breeding period (December 1 through June 30). The project shall comply with Appendix E of the ESHA Compliance Report, the Point Arena Mountain Beaver Mitigation and Monitoring Plan, including the Standard Project Requirements listed to ensure potential impacts to ESHA are avoided or minimized.

*16. Invasive plants on the site, including broom, Italian thistle, and poison hemlock shall be removed to improve PAMB habitat value and reduce the threat of invasive species colonizing the PAMB habitat created with the removal of Monterey pine.

*17. Prior to the issuance of any building permits reliant upon this CDP, the applicant shall execute and record a Deed Restriction ensuring that PAMB habitat is protected in perpetuity and will ensure that both the applicant and future purchasers of the property will continue to be informed of all Coastal Development Permit requirements and conditions of approval that pertain to the property and of the limitations on future development. Said Deed Restriction shall be prepared in form and content approved by County Counsel and shall run with the land and be binding upon any future owners, heirs, or assigns.

*18. Construction activities shall adhere to Draft Point Arena Mountain Beaver Standard Protection Measures for No-Take Determinations, revised by US Fish and Wildlife, dated February 19, 2010.

*19. An additional PAMB presence survey shall occur within four (4) weeks of the commencement of construction activities. The survey results and any additional mitigations shall be approved by the US Fish and Wildlife Service prior to commencement of construction and the Coastal Development Permit would be modified prior to any additional mitigation measures.

*20. There shall be no operation of above-ground noise generating equipment (including chainsaws and weed eaters) within one-hundred (100) feet of active PAMB burrows or unsurveyed suitable PAMB habitat during the breeding season (December 1 through June 30).

*21. There shall be no operation of mechanical equipment which is in direct contact with or below the ground, which cause ground vibrations (including water well drilling, heavy equipment such as graders, soil excavators, air compressors, an directional boring equipment) within one-hundred (100) feet of active PAMB burrows or unsurveyed suitable PAMB habitat during the breeding season (December 1 through June 30), and not within fifty (50) feet during the remainder of the year.

*22. There shall be no operation of mechanical equipment which is in direct contact with or below the ground, which cause severe ground vibrations (including operation of log landings and soil compaction with vibrators) within 500 feet of active PAMB burrows or unsurveyed suitable PAMB habitat during the breeding season (December 1 through June 30), and not within one-hundred (100) feet during the remainder of the year. Very severe ground vibration disturbance (including pile driving or blasting) shall not occur within 500 feet at any time.

*23. All workers on-site shall be notified of PAMB presence at the site and will receive training on minimization of impact to the PAMB and suitable habitat.

*24. There shall be no directional boring beneath active PAMB burrows or unsurveyed PAMB habitat at any time.

*25. Construction activities within fifty (50) feet of suitable PAMB habitat shall be completed with hand tools to the extent feasible.

*26. Construction fencing and straw wattles shall be erected along the edge of all suitable PAMB habitats adjacent to construction prior to any construction activities, and shall be properly maintained in place until all areas of disturbed earth have been stabilized. Fencing and straw wattles shall be checked and maintained as necessary at the beginning of every working day. No personnel, vehicles or materials shall pass the fencing. Personnel shall be made aware of the purpose of the fencing and the need to maintain it. A biologist shall supervise the erection and maintenance of the exclusion fencing and straw wattles.

*27. Any piled excavated dirt shall be covered to prevent movement downhill.

*28. No soil from the construction site shall be side cast over the slope. Any extra excavated soil remaining after construction shall be removed from the site.

*29. Measures shall be taken to reestablish vegetation over areas of bare dirt caused by construction activities.

*30. There shall be no installation of lighting or extended use of night time illumination within one-hundred (100) feet of active PAMB burrows or unsurveyed suitable PAMB habitat.

*31. Prior to use on the site, heavy equipment shall be washed down off site to prevent accidental contamination with invasive plant seed.

*32. A biologist shall perform preconstruction breeding bird surveys within fourteen (14) days of the onset of construction or clearing of vegetation if activities cannot be done between September 1 and November 30, accounting for PAMB breeding season.

*33. If active breeding bird nests are observed, no ground disturbance activities shall occur within a minimum one-hundred (100) foot exclusion zone. These exclusion zones may vary depending on species, habitat and level of disturbance.

*34. The breeding bird exclusion zone shall remain in place around the active nest until all young are no longer dependent upon the nest.

*35. A biologist shall monitor any nest sites during the breeding season to ensure the buffer is sufficient to protect the nest site from potential disturbances.

*36. To avoid disturbing bats that may roost in the Monterey pines, all tree felling shall occur between September 1 and October 31, after young have matured and prior to the bat hibernation period.

*37. Prior to construction, project contractors shall be trained by a qualified biologist in the identification of the California red-legged frog.

*38. Construction crews shall begin each day with a visual search around all stacked or stored materials, as well as along any silt fences to detect the presence of frogs.

*39. If a special status frog is detected, construction crews shall contact the California Department of Fish and Wildlife or a qualified biologist prior to re-initiating work.

*40. If rain occurs during the construction period, all construction-related activities shall cease for a period of forty-eight (48) hours after the rain stops. Prior to resuming construction activities, trained construction crew member(s) shall examine the site for the presence of frogs. Construction activities may resume if no special status frogs are found.

*41. There shall be no degradation of suitable PAMB habitat contiguous with and within 200 feet of active PAMB burrows or unsurveyed suitable PAMB habitat. PAMB habitat degradation involves temporary alteration such as timber harvest, mowing, livestock grazing, herbicide application, removal of existing down wood, and burning.

*42. Shrubs and trees directly adjacent to the existing road extend over the road to some degree. For road and trail maintenance, a two (2) foot strip of vegetation on either side of the road or trail may be reduced in height to no less than two feet.

*43. There shall be no removal of suitable PAMB habitat that is contiguous with and within 400 feet of active PAMB burrows or unsurveyed suitable PAMB habitat, as mapped in the ESHA Report of Compliance. Habitat removal involves permanent loss such as paving, any road construction, construction of structures, and conversion to agriculture.

*44. Invasive plants listed by Cal-IPC shall not be used as landscaping species, and landscaping shall consist of native plants compatible with the on-site plant communities.

*45. No vehicle use, human foot traffic, soil excavation, cattle grazing or movement, or other potential sources of PAMB burrow collapse shall occur within twenty-five (25) feet of active PAMB burrows or unsurveyed suitable PAMB habitat at any time.

*46. Any outdoor rodent control shall only be performed by individuals qualified to distinguish between PAMB burrow openings and target species.

*47. Dogs and cats shall not be allowed within areas containing PAMB burrow systems or within unsurveyed suitable PAMB habitat.

*48. No activity shall occur which alters water drainage or hydrology of areas containing PAMB burrow systems or in unsurveyed suitable PAMB habitat.

*49. No rodent control measures, including trapping and application of poison bait or fumigants, shall occur within 400 feet of active PAMB burrows or unsurveyed suitable PAMB habitat at any time.

*50. There shall be no construction of permanent barriers, including fences and unvegetated openings greater than fifty (50) feet wide, at any location at any time that may disrupt the dispersal of PAMB, or movement of PAMB between occupied sites. Any temporary barriers shall be removed during PAMB dispersal season (April 15 through September 30).

*51. Herbicides shall not be used in or near burrow areas during PAMB breeding season (December 1 through June 30) or dispersal season (April 15 through September 30).

*52. Human-generated garbage shall be lidded and tamper resistant to prevent attracting natural PAMB predators.

*53. Avoidance and mitigation measures, as detailed in the ESHA Compliance Report shall be incorporated as enforceable conditions of approval for CDP_2014-0035.

*54. To prevent accidental human-caused disturbance or crushing of PAMB burrows on the project site, sensitive habitat signage or other visual markers shall be installed.

*55. Prior to issuance of a building permit in reliance on CDPR_2025-0003/CDP_2014-0035, the applicant shall submit for approval by Planning and Building staff a drainage and erosion control plan. The plan shall detail erosion and sediment Best Management Practices, including concrete wash out area, staging, stockpile locations, and tree protection areas, as necessary. Roof downspouts shall be directed to landscaped areas and avoid discharging off the parcel.

*56. Avoidance and mitigation measures, as detailed in the Updated ESHA Report, shall be incorporated as enforceable conditions for approval of CDPR_2025-0003/CDP 2014-0035.

*57. In order to prevent accidental human-caused disturbance or rushing of Point Arena mountain beaver burrows on the project site, sensitive habitat signage or other visual markers shall be installed, if fencing will not be used.

10/20/25
DATE

RUSS FORD
SENIOR PLANNER

10/20/2025
DATE

JULIA KROG
COASTAL PERMIT ADMINISTRATOR

Appeal Period: 10 Days
Appeal Fee: $2,354.00

ATTACHMENTS:

A. Addendum to Mitigated Negative Declaration
B. Location Map
C. Topographic Map
D. Aerial (vicinity)
E. Aerial Imagery
F. SFR Floor Plan
G. SFR External Plan
H. Garage Floor Plan
I. Garage External Plan
J. Revised Site Map
K. Elevations
L. General Plan Classifications
M. LCP Land Use
N. LCP Land Capabilities
O. LCP Habitats
P. Appeals
Q. Zoning Districts
R. Adjacent Parcels
S. Coastal Groundwater Resources
T. Fire Hazard Zones
U. Slope
V. Soils
W. Water Districts
X. Wetlands

ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION

FOR

ADMINISTRATIVE COASTAL DEVELOPMENT PERMIT CDP_2014-0035 (MCCARRY)

PROJECT DESCRIPTION AND BACKGROUND: On June 22, 2016, the Mendocino County Board of Supervisors authorized the Coastal Permit Administrator's issuance of an Administrative Coastal Development Permit (CDP_2014-0035) for the construction of a 1,752 square-foot (sf) single-family residence (SFR) with 1,360 sf of decking, a 600 sf garage, an on-site septic system, installation of a propane tank, and improvements to an existing driveway. Due to the presence of Point Arena Mountain Beaver (PAMB) within the project site at that time, planning staff recommended a Mitigated Negative Declaration with measures to minimize impact to PAMB burrows and restore native habitat. The permit was subsequently renewed in 2018 for an additional two years (CDPR_2018-0005).

On February 21, 2025 the property owner, Peter McCarry, applied for a modification to the existing but expired CDP with a request to reduce the size of the proposed SFR to 1,400 sf and permit after-the-fact installation of a gate at the base of the property which had been installed to prevent trespass (CDPM 2025-0003). The project was referred out for comment on April 2, 2025. Along with the application for modification was a letter from US Fish & Wildlife Services biologist Gregory Schmidt. Schmidt stated that he had performed another site inspection on August 26, 2024 and did not identify any evidence of PAMB habitation within the project site, concluding that the proposed development would not result in a take of the federally protected species.

Purpose: Section 15164 of the California Environmental Quality Act (CEQA) Guidelines provides that the lead agency shall prepare an addendum to a previously adopted Mitigated Negative Declaration if some changes or additions are necessary but none of the conditions described in Section 15162 calling for a subsequent MND have occurred. Section 15162(a) states that *when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*

(1) *Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*

Changes proposed by the modification include only reducing the size of the proposed SFR and permitting the installation of a gate at the bottom of the driveway. Reduction of the SFR footprint will not create additional impacts, and the determination from USFWS that PAMB have migrated away from the project site indicate that installation of the gate will not have environmental impacts on PAMB habitat.

(2) *Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*

Based on the discussion in Finding 1 above, no new significant environmental effects resulting from modification of the previous Coastal Development Permit are anticipated. The circumstances under which the project is undertaken remain the same or less.

(3) *New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:*

(A) *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*

(B) *Significant effects previously examined will be substantially more severe than shown in the previous EIR;*

(C) *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*

(D) *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

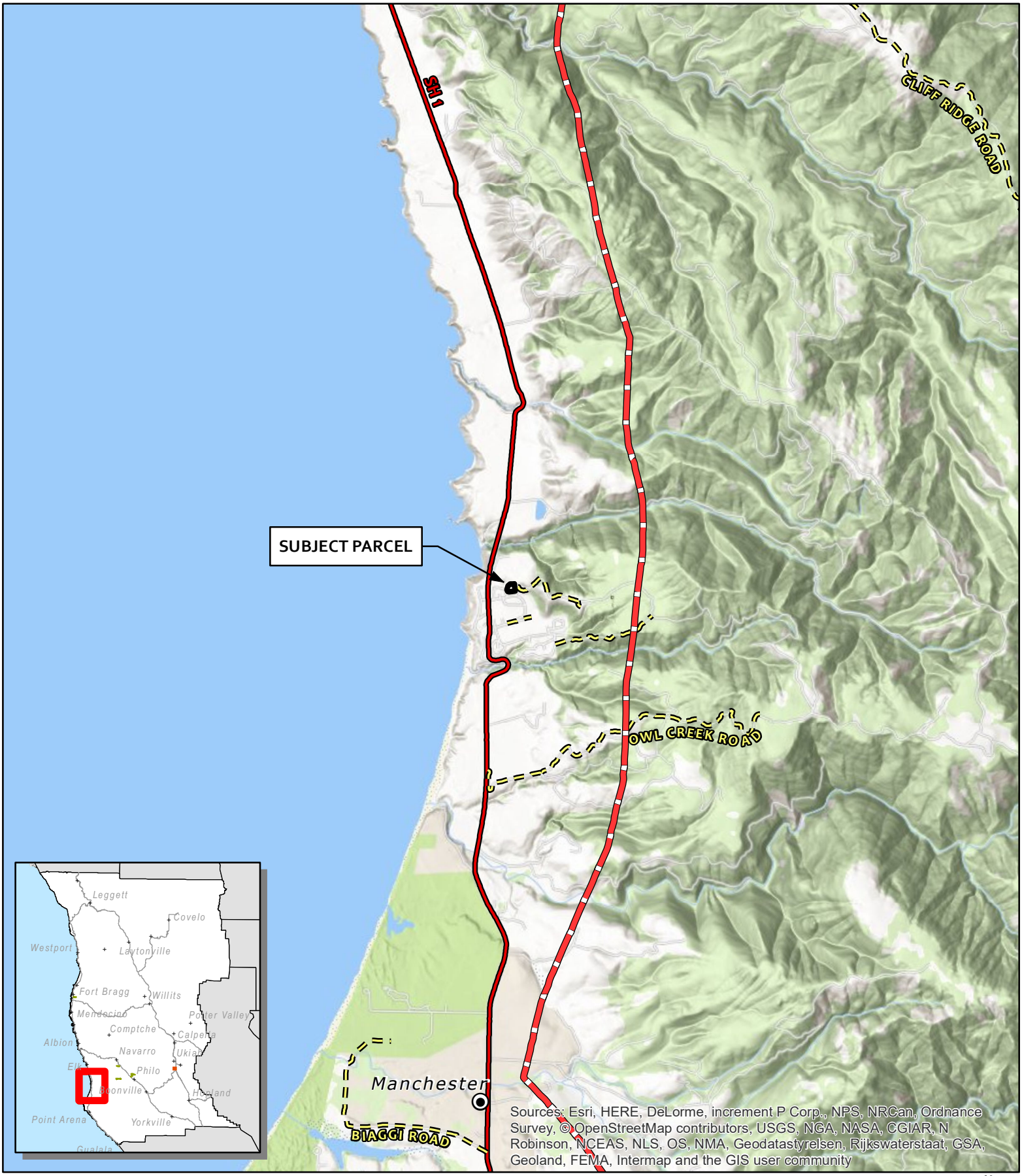
There has been no new information of substantial importance which was not known and could not have been known at the time the previous MND was complete. Previous conditions of approval will remain in place for the modification and together with natural species migration away from the project site should remain sufficient to mitigate any potential impacts resulting from the development. Therefore, it can be concluded that the current project will not have any significant effects on the environment that were not previously discussed in the adopted MND. Significant effects previously examined will not be substantially more severe than shown in the previous MND. There are no mitigation measures or alternatives previously found not to be feasible that would in fact be feasible and would substantially reduce one or more significant effects of the project. There are no mitigation measures or alternatives identified in this analysis which are considerably different from those analyzed in the previous MND, and which would substantially reduce one or more significant effects on the environment.

No substantial changes are proposed which would require major revisions to the previously approved Mitigated Negative Declaration.

Where none of the conditions specified in Section 15162 are present, the lead agency must determine whether to prepare an Addendum or whether no further CEQA documentation is required (CEQA Guidelines Section 15162(b)). An Addendum is appropriate where some minor technical changes or additions to the previously certified EIR or ND are necessary, but there are no new or substantially more severe significant impacts (CEQA Guidelines Section 15164, Addendum to an EIR or Negative Declaration).

CONCLUSION: Based on these findings it is concluded that an Addendum to the adopted Mitigated Negative Declaration is appropriate to address the requirements under CEQA for the proposed project.

RECOMMENDATION: In accordance with CEQA Guidelines, staff has determined that an Addendum to the approved Mitigated Negative Declaration is the appropriate environmental document for the Project. This Addendum reviews the previously adopted Mitigated Negative Declaration and examines whether, as a result of any changes or new information, a subsequent MND may be required. This examination includes an analysis pursuant to the provisions of Sections 21166 and 15162 of CEQA Guidelines and their applicability to the Project. The previously adopted conditions of approval including mitigations are incorporated into this Addendum as an attachment, and are available for review at the office of the Mendocino County Planning and Building Services Department, located at 860 N. Bush Street, Ukiah, CA 95482 as part of Coastal Development Permit Modification CDPM_2025-0003.



CASE: CDPM_2025-0003
OWNER: MCCARRY, Peter Vincent
APN: 132-072-09
APLCT: Peter Vincent McCarry
AGENT:
ADDRESS: 43750 Alta Mesa Rd., Manchester

Major Towns & Places
Coastal Zone Boundary
Highways

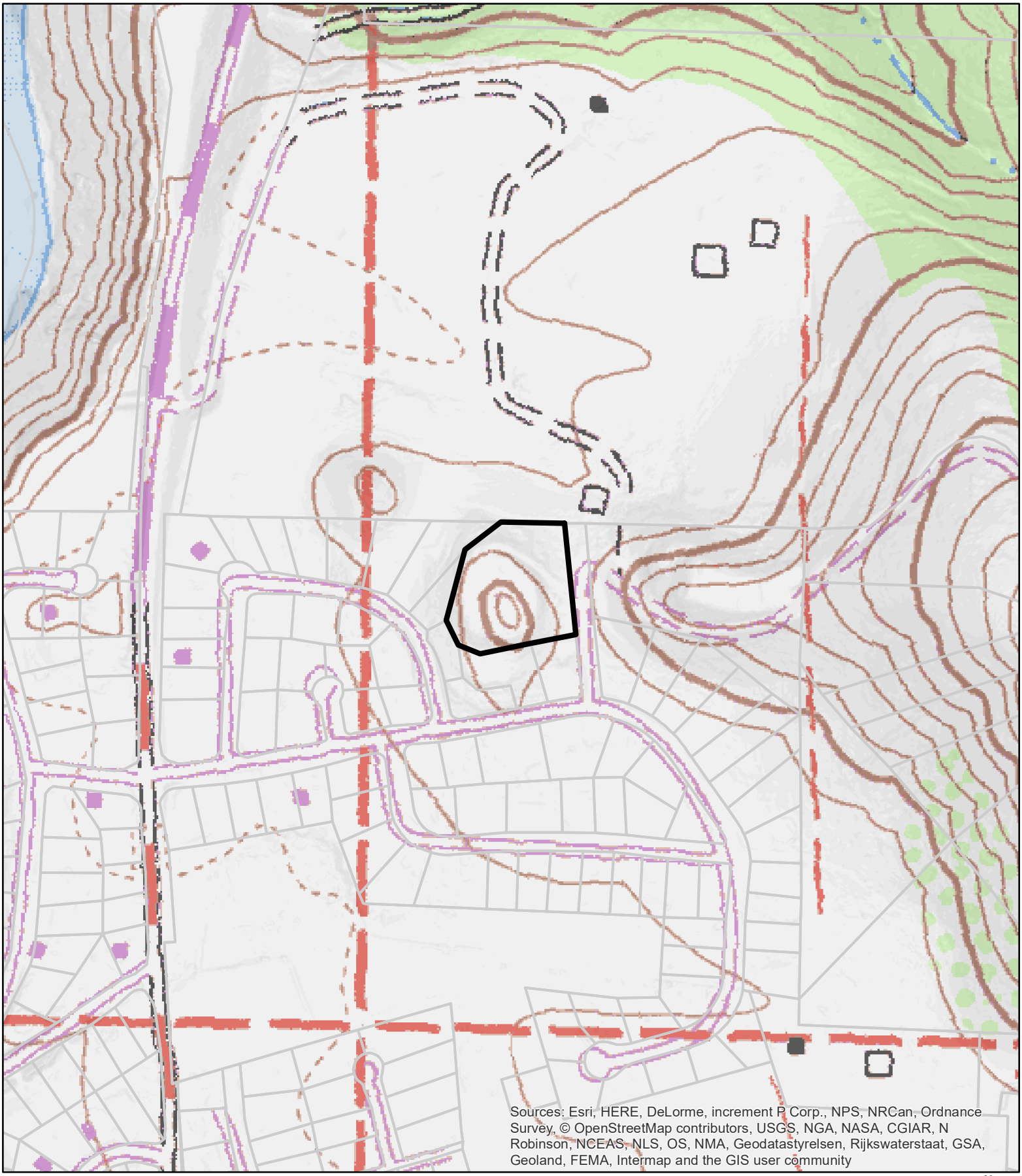
0 2,800 5,600 Feet
0 0.5 1 Miles

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LOCATION

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Assessors Parcels

0 180 360 Feet
0 0.03 0.06 Miles

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TOPOGRAPHIC MAP
CONTOUR INTERVAL IS 40 FEET

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Highways (2017)
Public Roads
Private Roads

0 270 540 Feet
0 0.05 0.1 Miles

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AERIAL IMAGERY

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ADDRESS: 43750 Alta Mesa Rd., Manchester

Public Roads

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0 0.005 0.01 Miles
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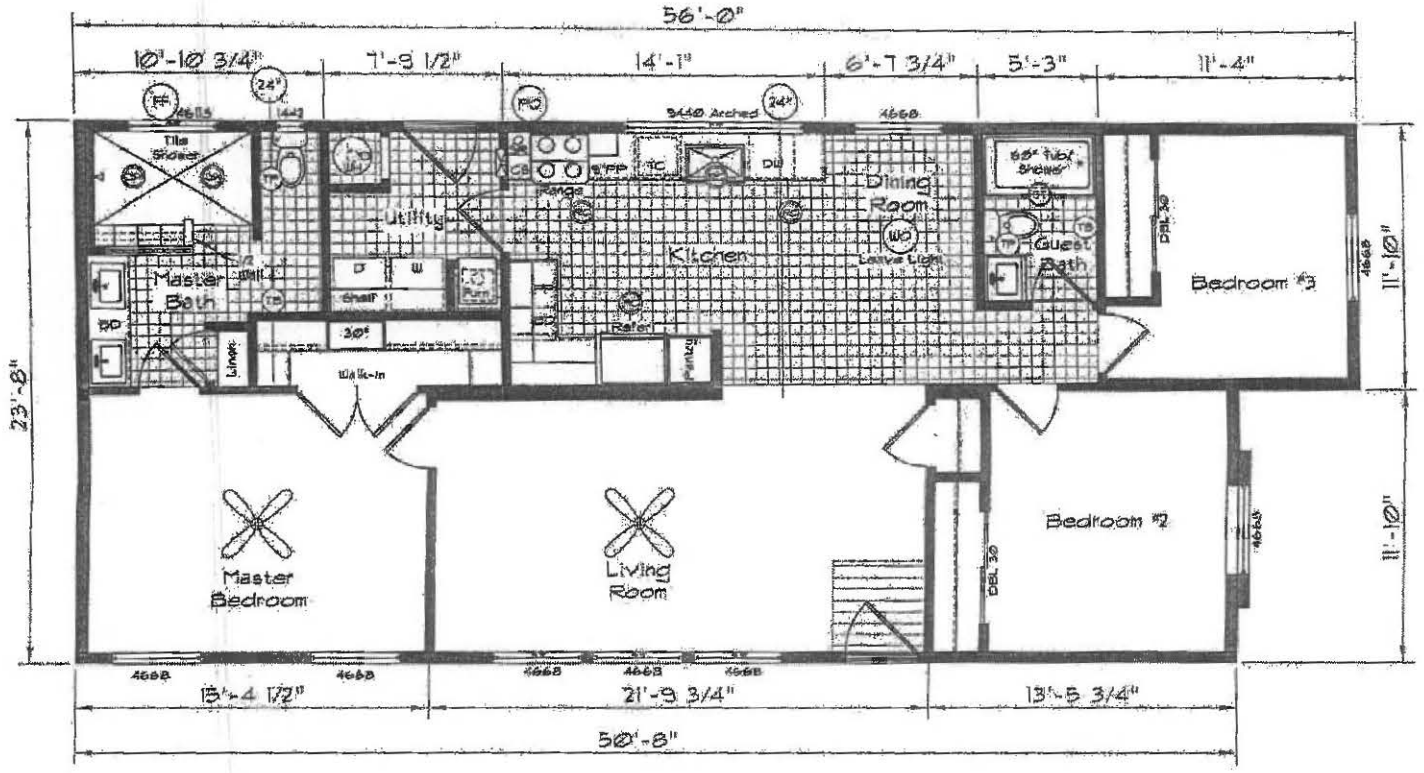
AERIAL IMAGERY

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Cedar Canyon

Model: 2028

Square Feet: 1263



KIT	Preliminary	09-11-23
	ADH Stock	
KIT	Preliminary	09-13-23
	ADH Stock	
KIT	Preliminary	09-20-23
	ADH Stock	

KIT	Preliminary	10-03-23
	ADH Stock	

KIT CUSTOM HOMEBUILDERS

Cedar Canyon

Model: 2028

Square feet: 1263



KIT Preliminary 09-12-23 ADH Stock

KIT Preliminary 09-13-23 ADH Stock

KIT CUSTOM HOMEBUILDERS

2D DRAWING-1

LEGENDS

C1 Garage Door | C2 Garage Door Frameout | C3 Walk in Door | C4 Walk in Door Frameout | C5 Windows | C6 Windows Frameout | C7 Open Wall

C8 Close Wall | C9 Distance | C10 Storage Length (Utility) | C Cupola

BUILDING VIEW

RIGHT

BUILDING VIEW

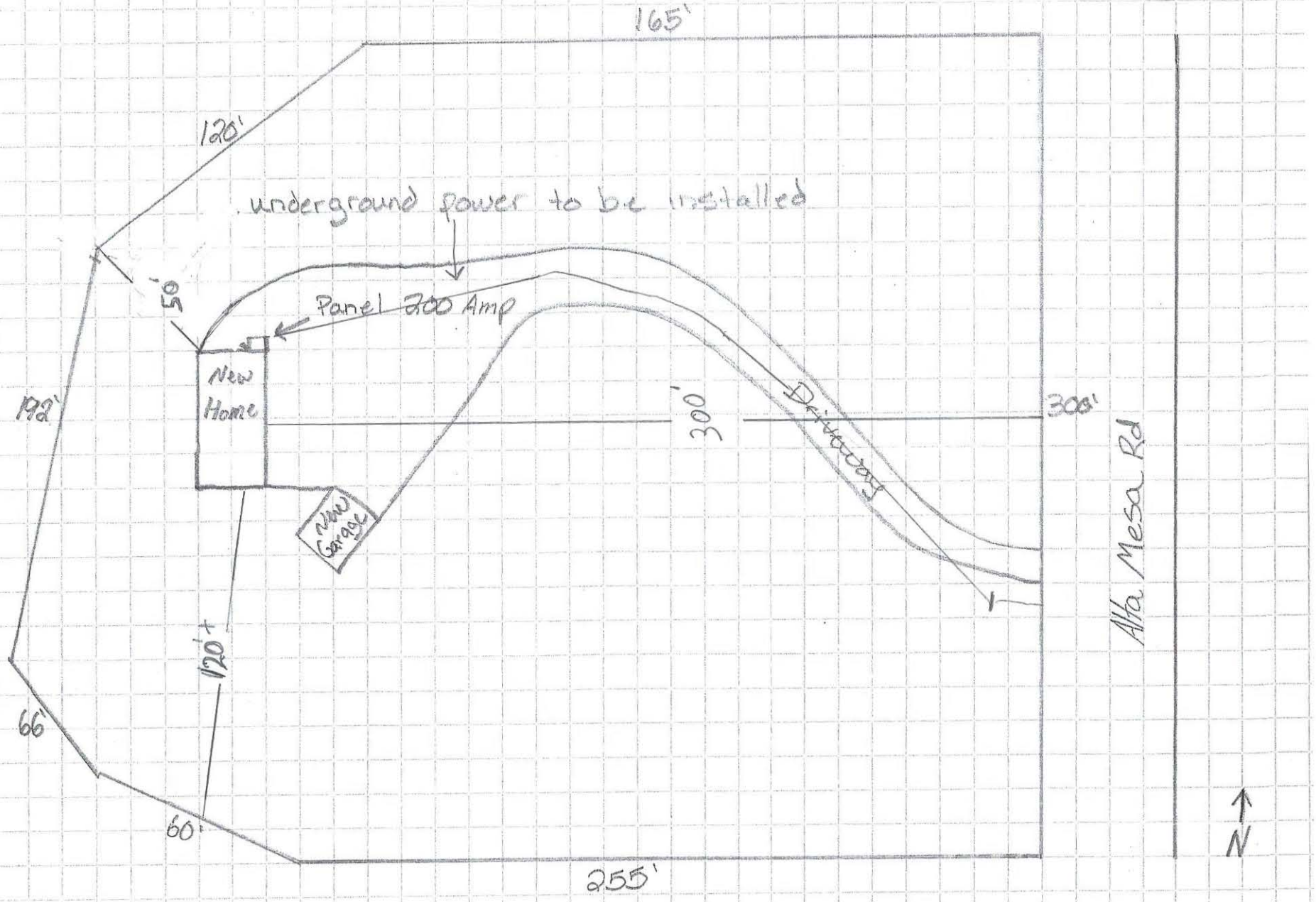
BACK

BUILDING VIEW

LEFT

Dark Gray Body
White Trim

43750 Alta Mesa Rd
Manchester CA 95459
APN #132-072-09



Cedar Canyon

Model: 2028

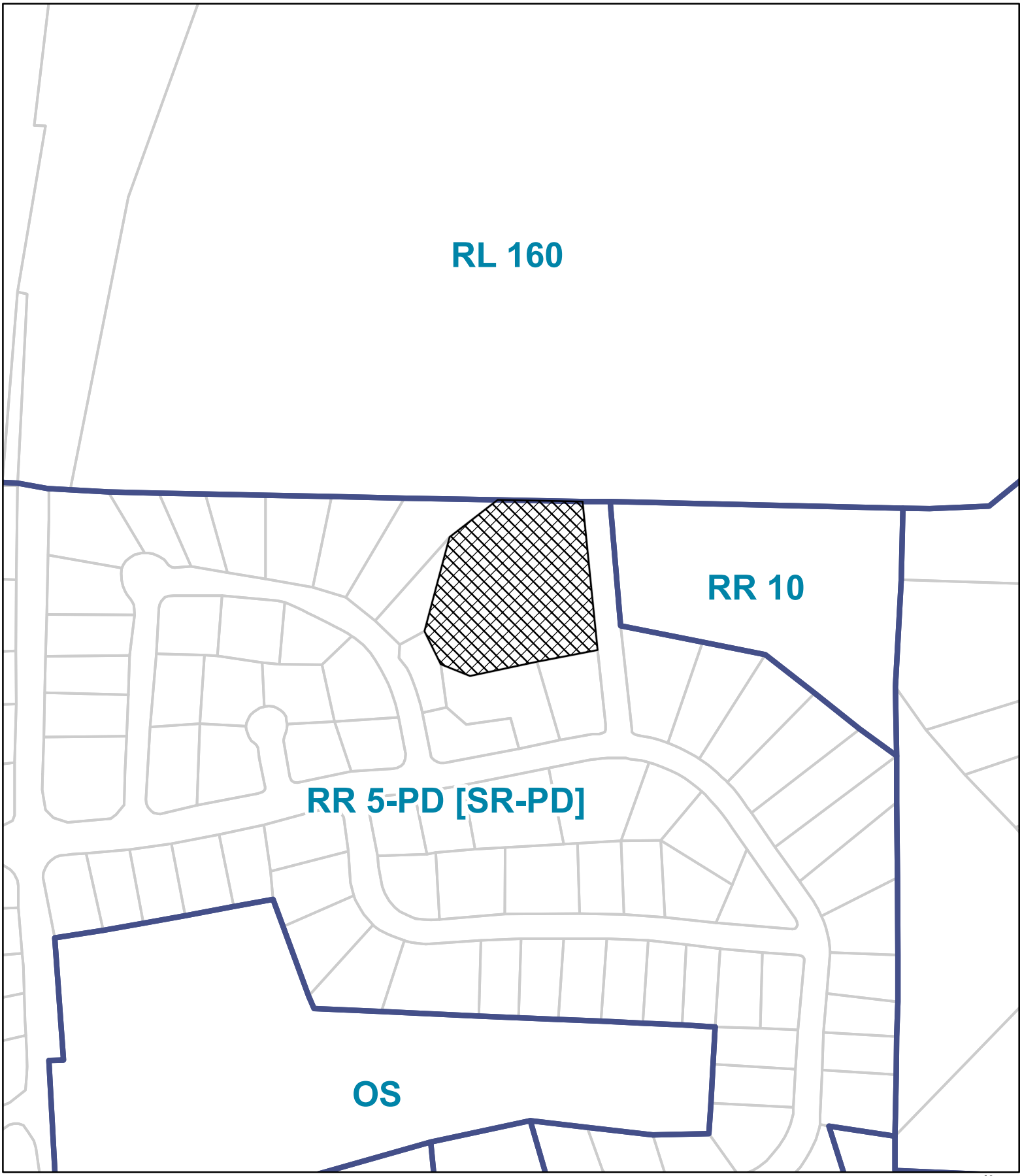
Square feet: 1263



KT Preliminary 09-12-23 ADH Stock

KT Preliminary 09-13-23 ADH Stock

KT CUSTOM HOMEBUILDERS



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Assessors Parcels

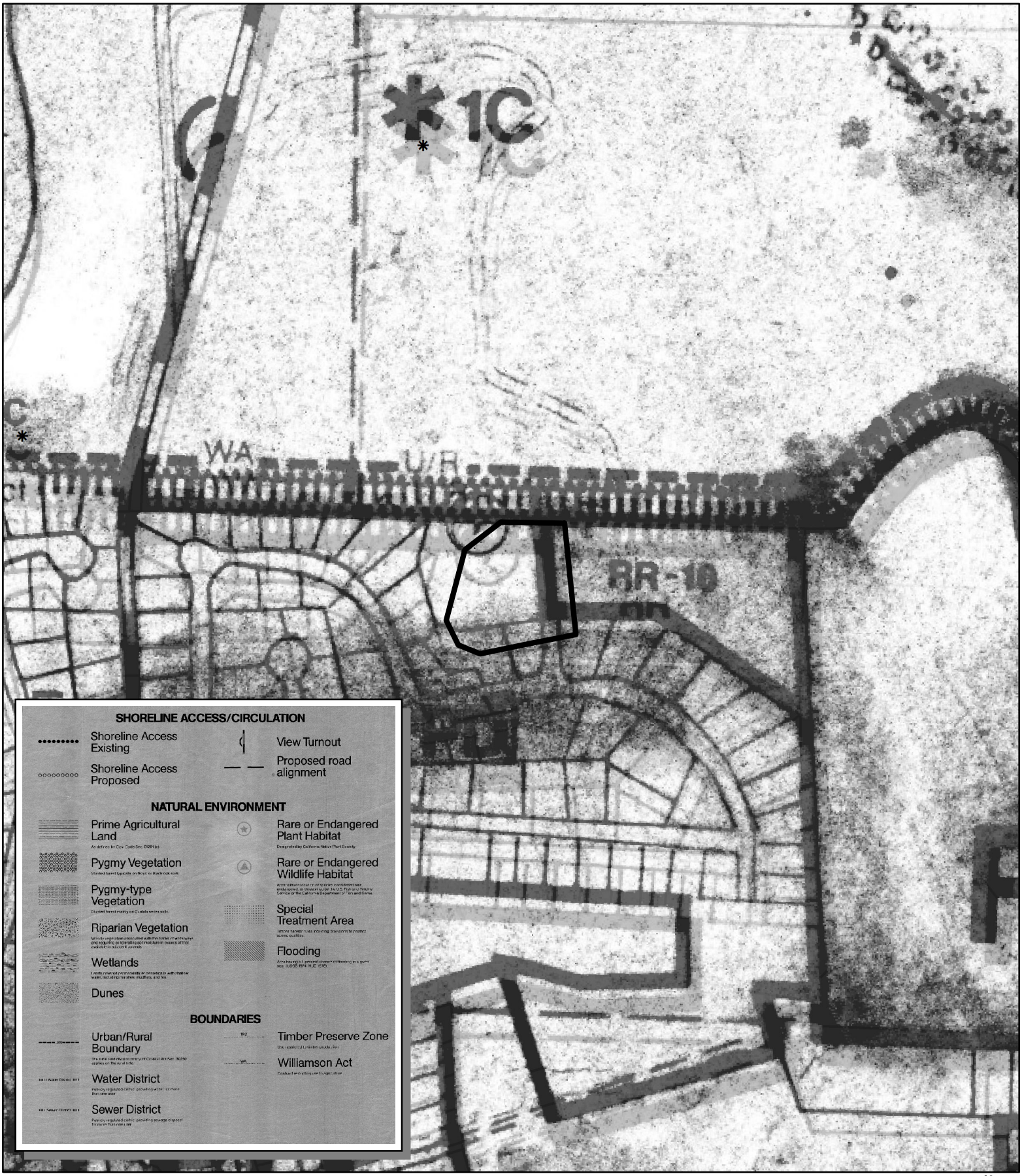
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GENERAL PLAN

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OWNER: MCCARRY, Peter Vincent
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✱ Visitor_Accomodation_&_Services

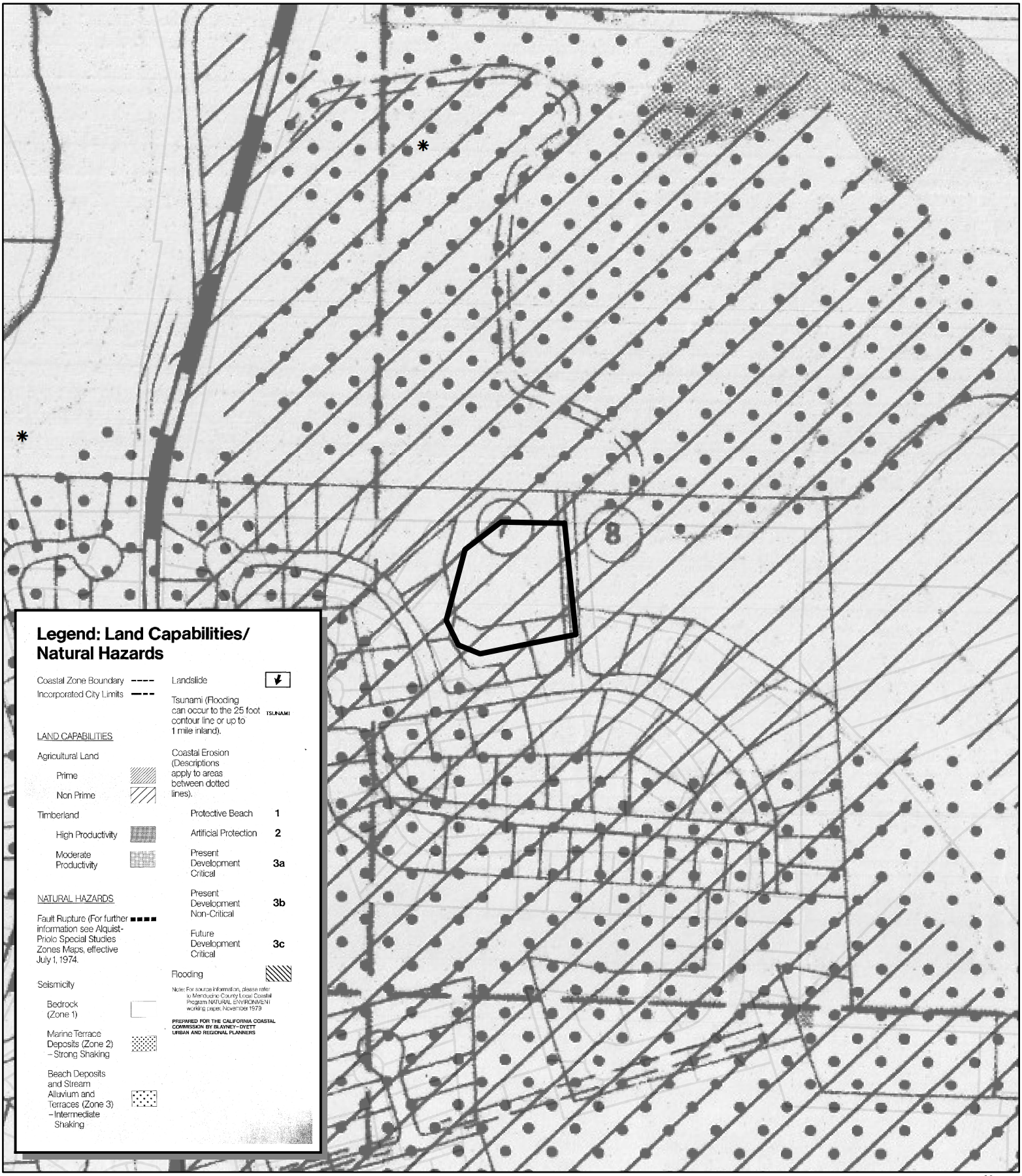
Assessors Parcels

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LCP LAND USE MAP 22: MALLO PASS CREEK

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✱ Visitor_Accomodation_&_Services

Assessors Parcels

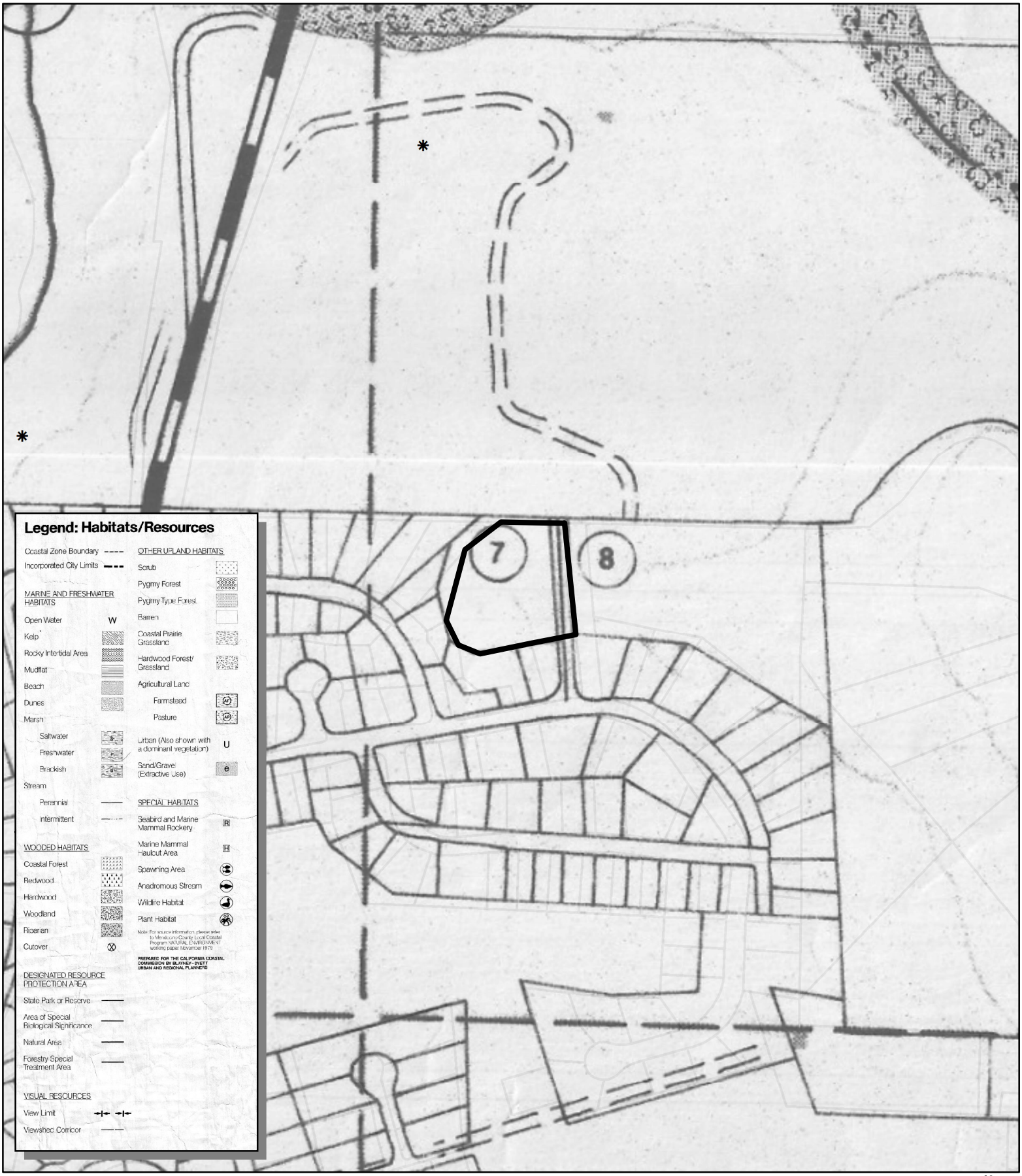
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LCP LAND CAPABILITIES & NATURAL RESOURCES

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✱ Visitor_Accomodation_&_Services

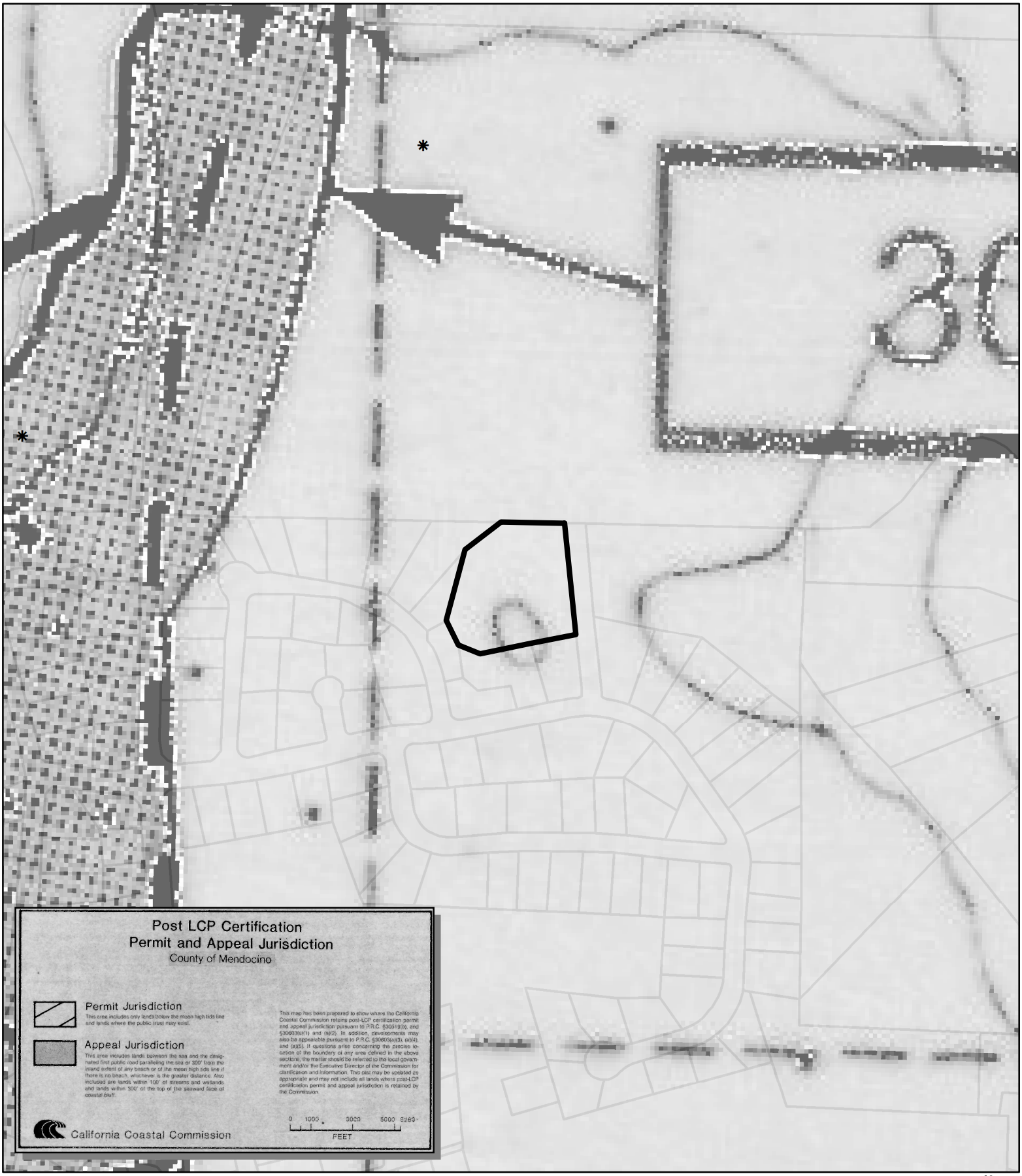
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LCP HABITATS & RESOURCES

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✱ Visitor_Accomodation_&_Services

Assessors Parcels

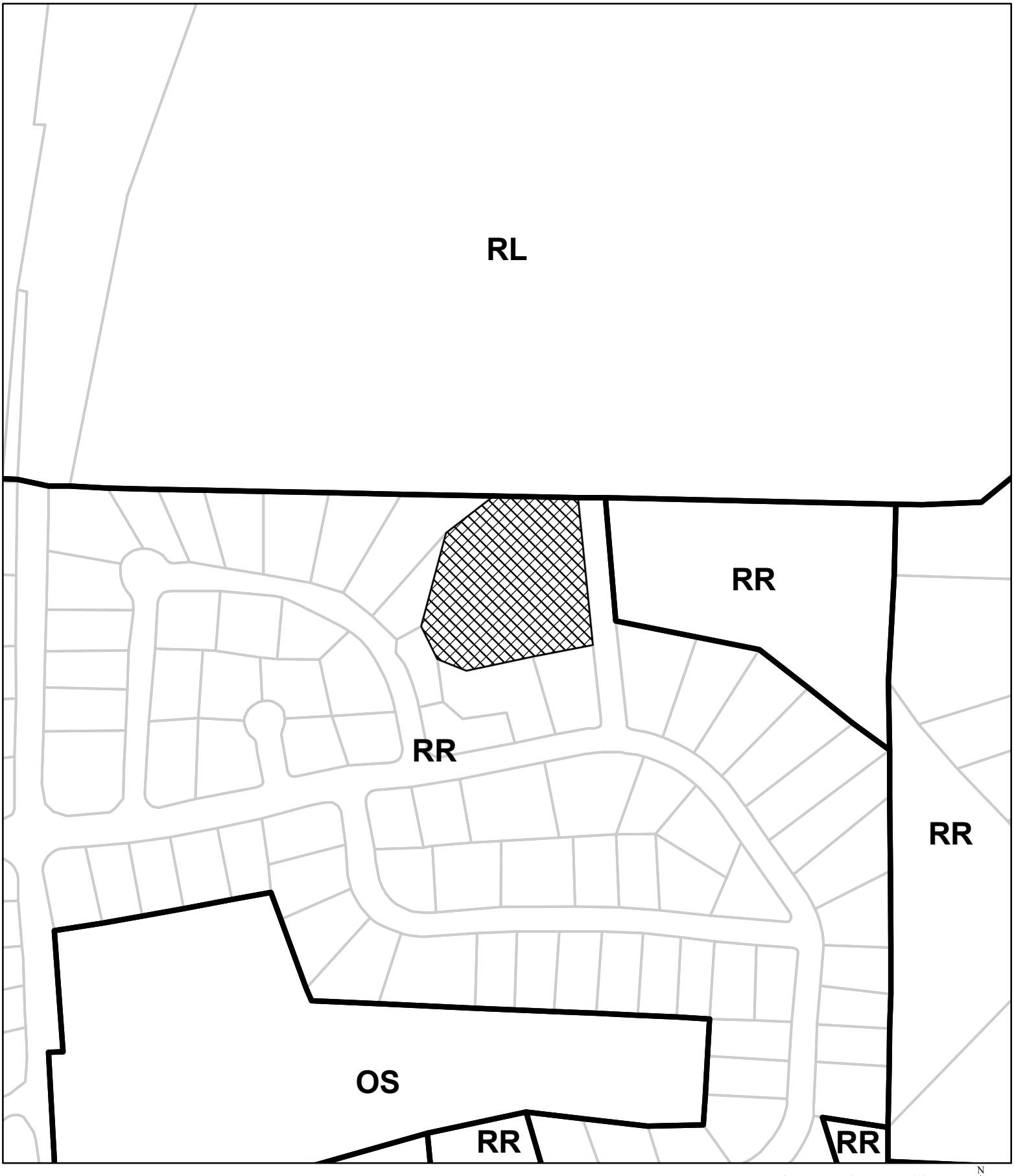
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POST LCP CERTIFICATION & APPEAL JURISDICTION

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ADDRESS: 43750 Alta Mesa Rd., Manchester

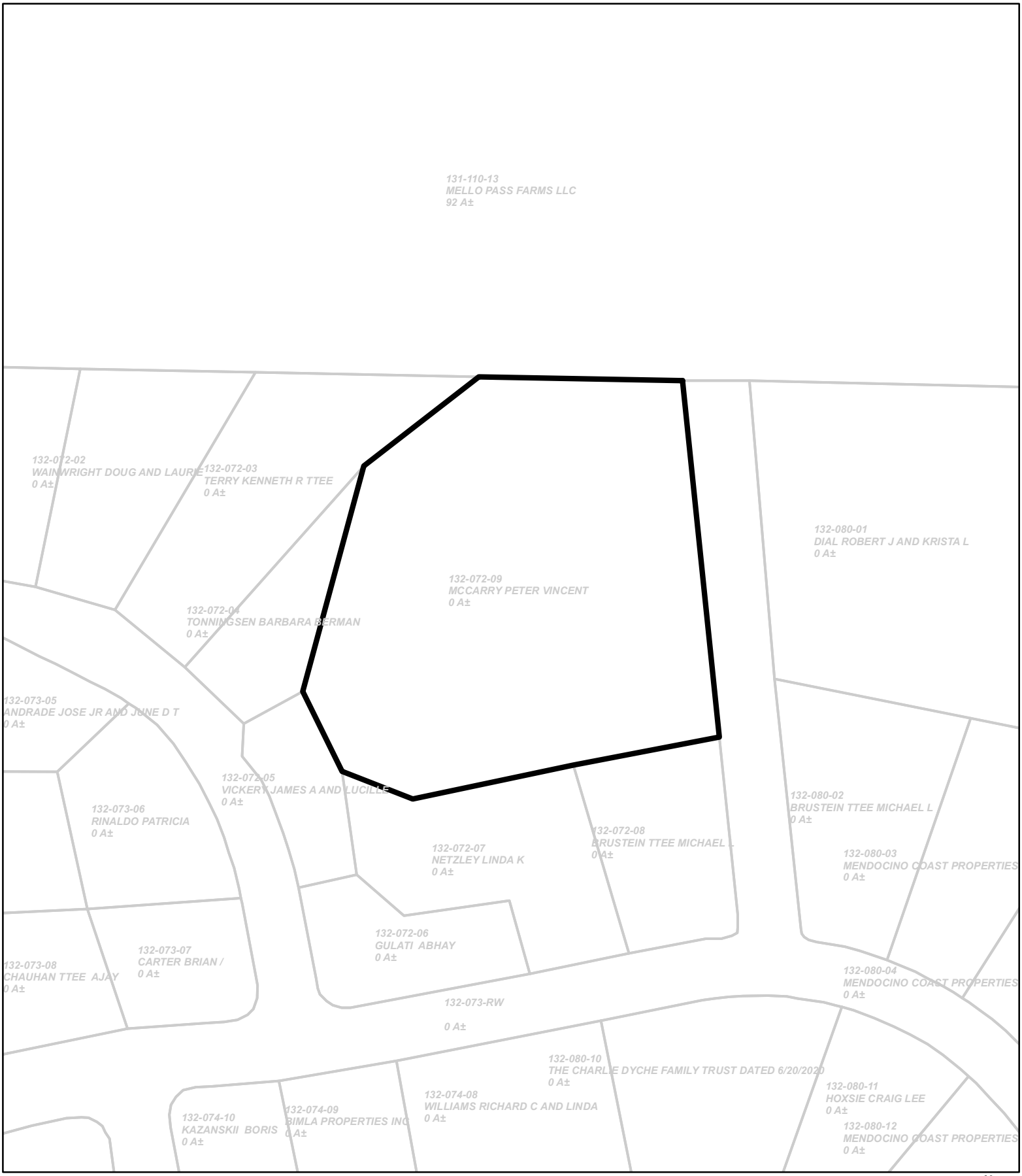
Zoning Districts
Assessors Parcels

0 135 270 Feet
0 0.0225 0.045 Miles
1:3,000

N W E S

ZONING

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: CDPM_2025-0003
OWNER: MCCARRY, Peter Vincent
APN: 132-072-09
APLCT: Peter Vincent McCarry
AGENT:
ADDRESS: 43750 Alta Mesa Rd., Manchester

Assessors Parcels

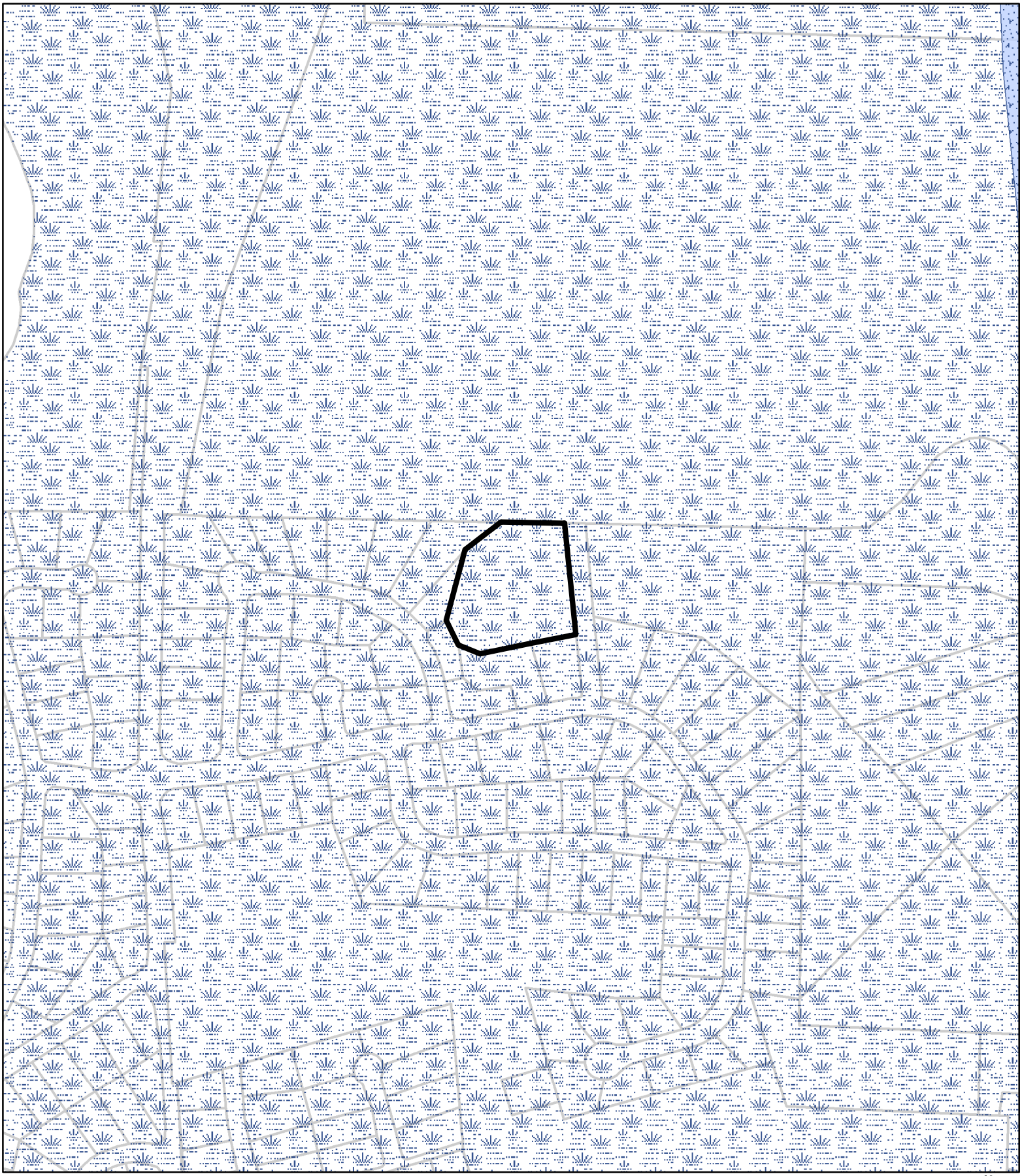
0 55 110 Feet
0 0.01 0.02 Miles

N W E S

1:1,250

ADJACENT PARCELS

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: CDPM_2025-0003
OWNER: MCCARRY, Peter Vincent
APN: 132-072-09
APLCT: Peter Vincent McCarry
AGENT:
ADDRESS: 43750 Alta Mesa Rd., Manchester

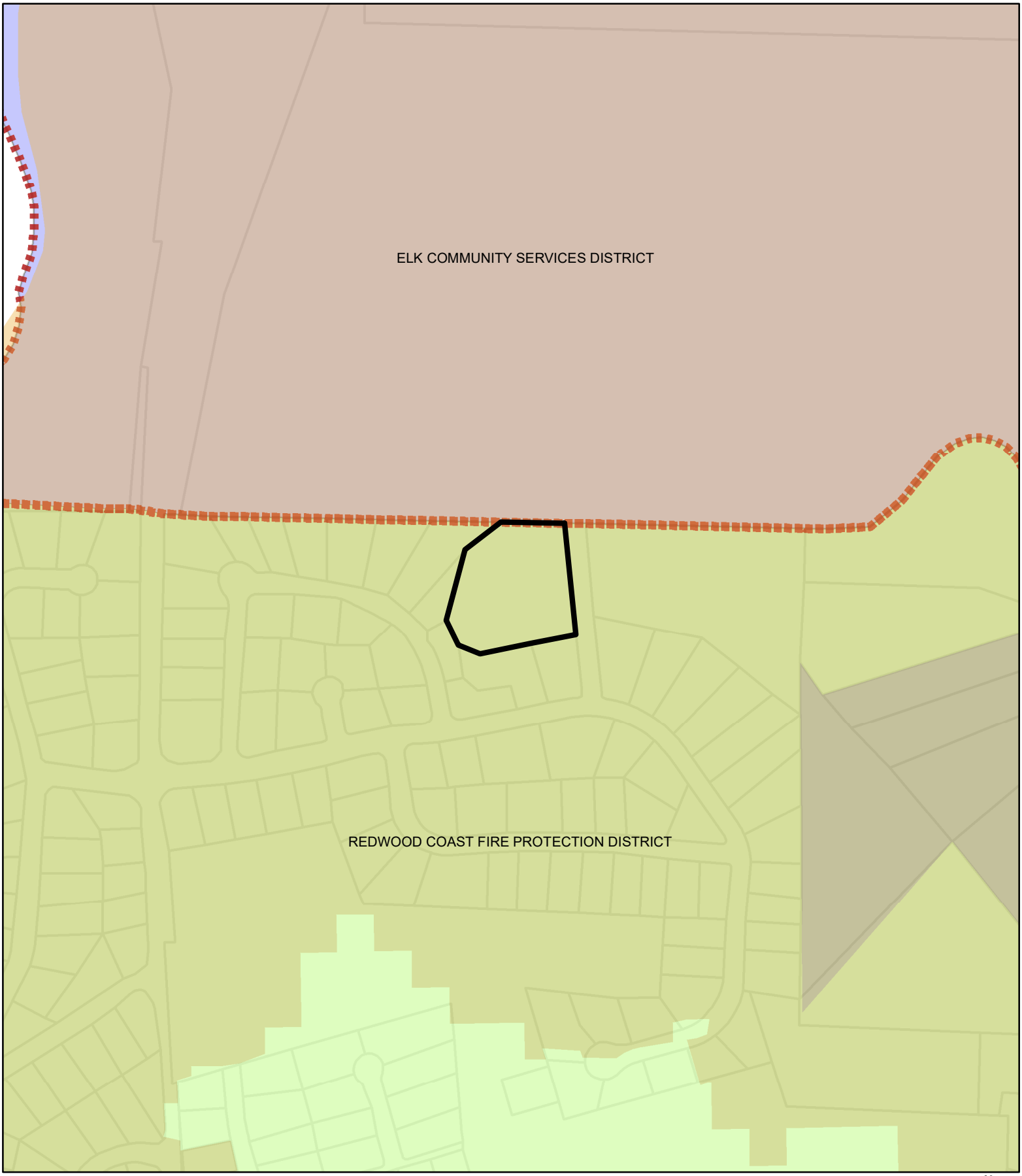
Critical Water Resources Bedrock
Marginal Water Resources
Assessors Parcels

0 180 360 Feet
0 0.03 0.06 Miles
1:4,000

N
W E
S

COASTAL GROUND WATER RESOURCES

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: CDPM_2025-0003
OWNER: MCCARRY, Peter Vincent
APN: 132-072-09
APLCT: Peter Vincent McCarry
AGENT:
ADDRESS: 43750 Alta Mesa Rd., Manchester

Very High Fire Hazard
High Fire Hazard
Moderate Fire Hazard
County Fire Districts
Assessors Parcels

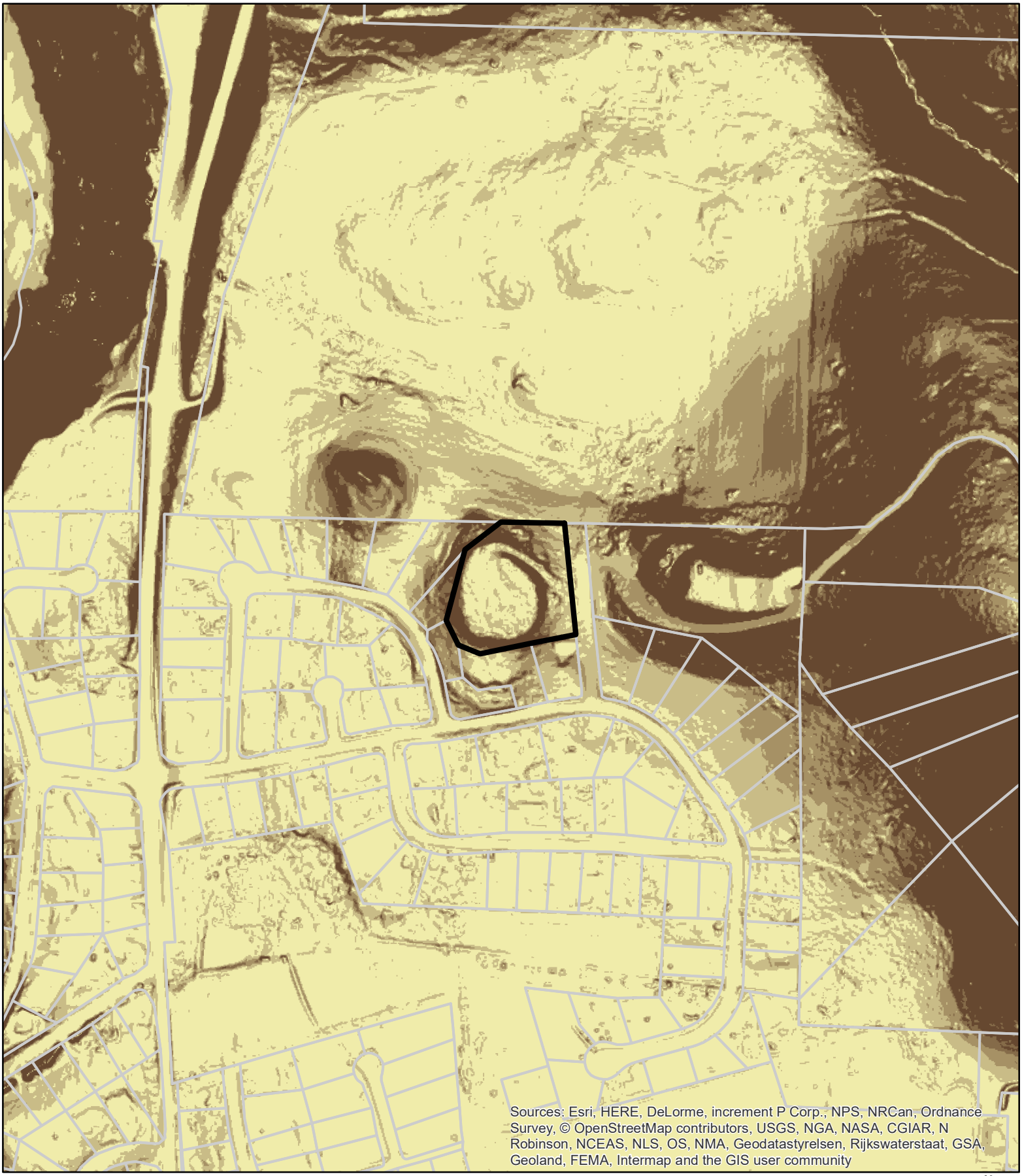
0 180 360 Feet
0 0.03 0.06 Miles

N W E S

1:4,000

FIRE HAZARD ZONES & RESPONSIBILITY AREAS
STATE RESPONSIBILITY AREA

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DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: CDPM_2025-0003
OWNER: MCCARRY, Peter Vincent
APN: 132-072-09
APLCT: Peter Vincent McCarry
AGENT:
ADDRESS: 43750 Alta Mesa Rd., Manchester

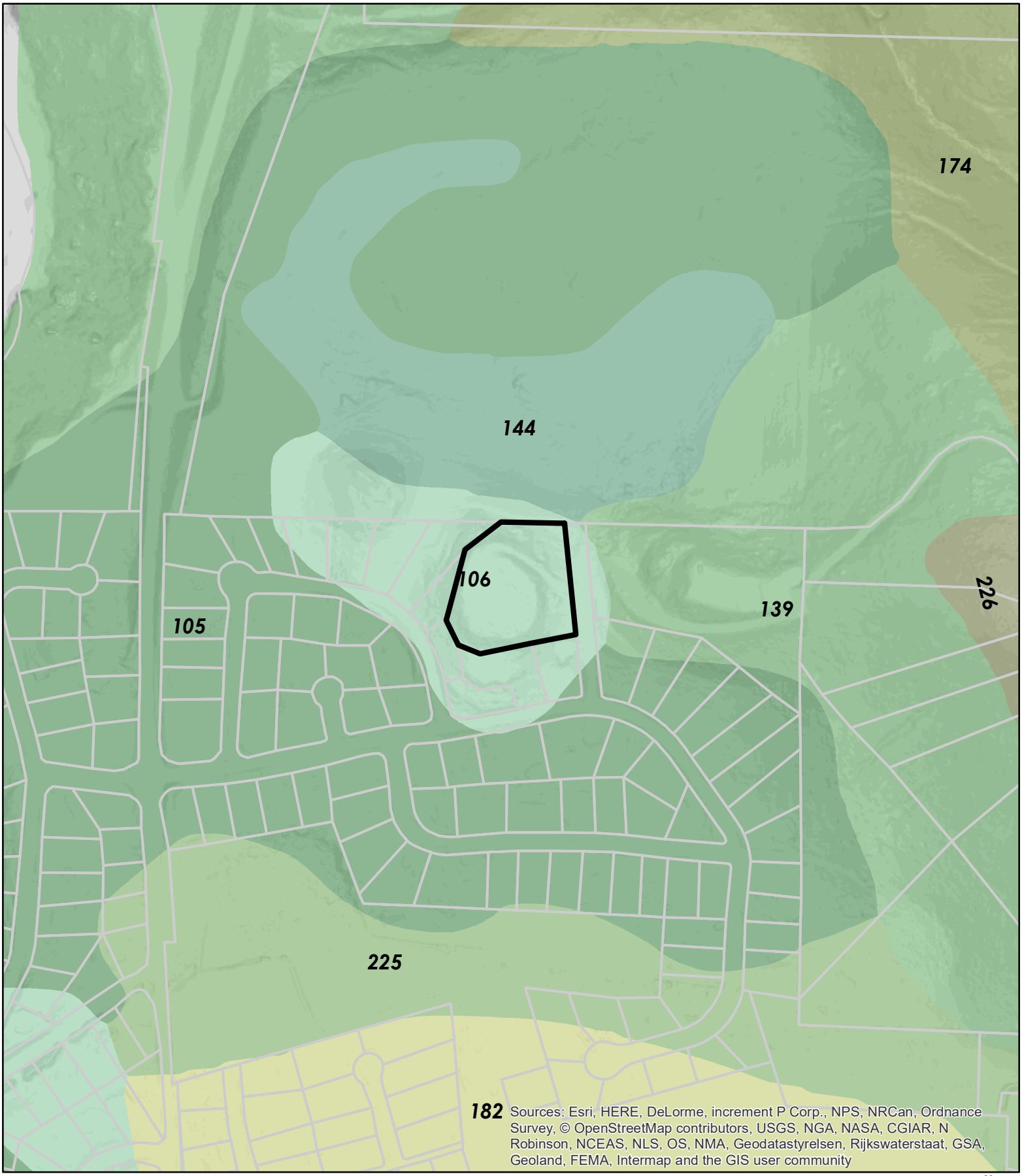
Assessors Parcels
0 - 10%
10% - 20%
20% - 30%
30% - 40%
40% - 50%

0 180 360 Feet
0 0.03 0.06 Miles
1:4,000

N W E S

ESTIMATED SLOPE

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CASE: CDPM_2025-0003
OWNER: MCCARRY, Peter Vincent
APN: 132-072-09
APLCT: Peter Vincent McCarry
AGENT:
ADDRESS: 43750 Alta Mesa Rd., Manchester

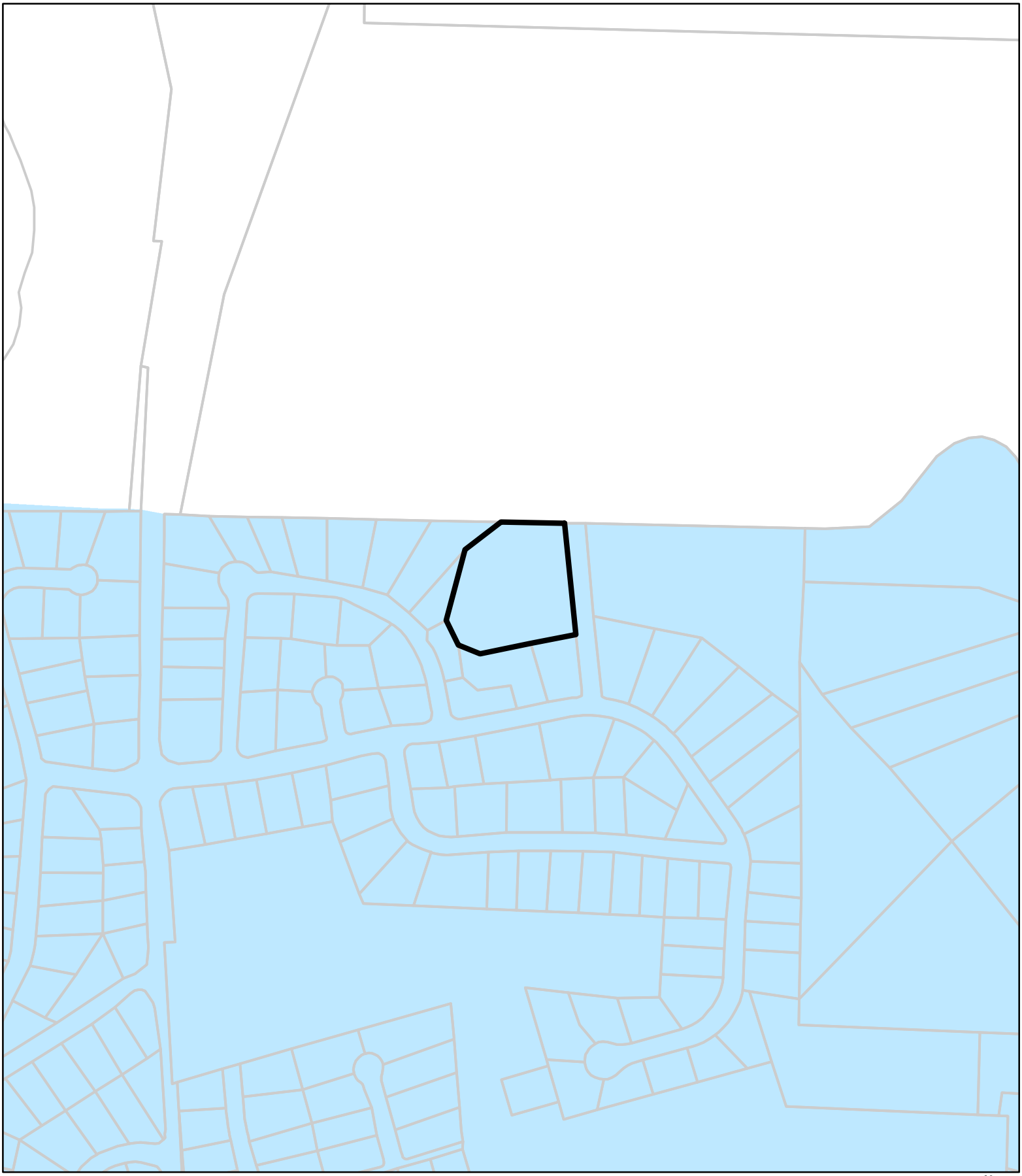
Assessors Parcels

0 180 360 Feet
0 0.03 0.06 Miles
1:4,000

N W E S

WESTERN SOIL CLASSIFICATIONS

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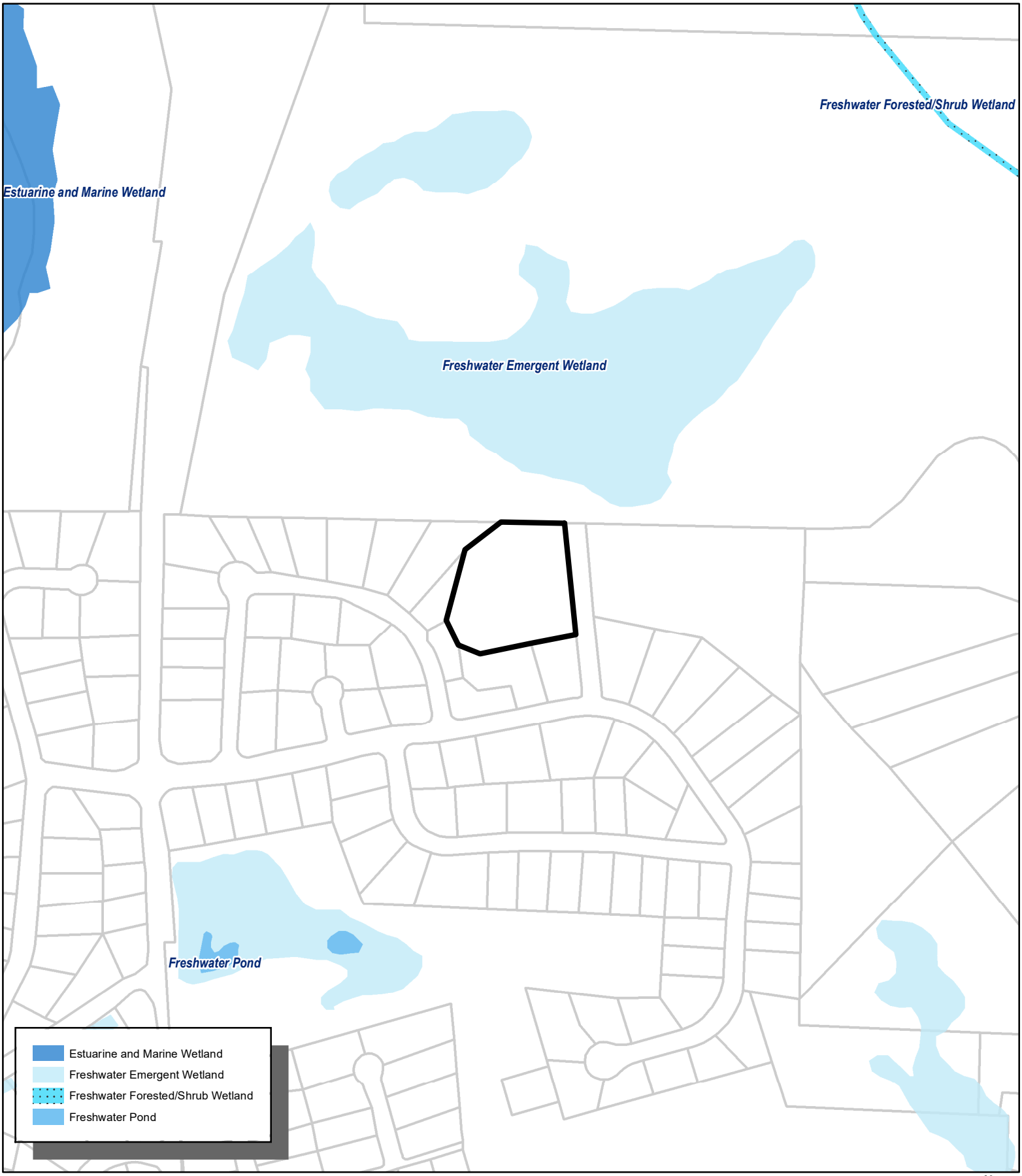
CASE: CDPM_2025-0003
OWNER: MCCARRY, Peter Vincent
APN: 132-072-09
APLCT: Peter Vincent McCarry
AGENT:
ADDRESS: 43750 Alta Mesa Rd., Manchester

Assessors Parcels
County Water Districts

0 180 360 Feet
0 0.03 0.06 Miles
N W E S
1:4,000

WATER DISTRICT

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: CDPM_2025-0003
OWNER: MCCARRY, Peter Vincent
APN: 132-072-09
APLCT: Peter Vincent McCarry
AGENT:
ADDRESS: 43750 Alta Mesa Rd., Manchester

Assessors Parcels

0 180 360 Feet
0 0.03 0.06 Miles
N W E S
1:4,000

WETLANDS

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3r)

To: BOARD OF SUPERVISORS
From: Planning and Building Services
Meeting Date: November 18, 2025

Department Contact: Julia Krog **Phone:** 707-234-6650

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Second Amendment to BOS Agreement No. 24-032 With TJKM And Mendocino County Planning and Building Services to Extend the Termination Date from December 31, 2025, to June 30, 2026

Recommended Action/Motion:
Approve the second amendment to BOS Agreement No. 24-032 with TJKM to extend the termination date from December 31, 2025, to June 30, 2026; 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 Agreement No. 24-032 in the amount of $280,000 with a term through June 30, 2025, for a Local Coastal Program Coastal Zone Traffic Study and consultant. Most recently, on July 29, 2025 the Board of Supervisors approved the First Amendment to Agreement No. 24-032 which extended the original contract end date from June 30, 2025 to December 31, 2025.

Summary of Request:
Approve the Second Amendment to Agreement No. 24-032 to extend the termination date from December 31, 2025 to June 30, 2026.

Alternative Action/Motion:
Do not approve the amendment and provide staff with direction.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: Grant # LCP-22-09
current f/y cost: $45,431.25 +/- per original agreement remain for FY25/26
budget clarification: This contract is fully funded by the grant
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: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments: N/A

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025 Executed Item Type: Agreement
Number: 24-032-A2

BOS AGREEMENT NO. **24-032-A2**

AMENDMENT **02**

Original Agreement No.	**24-032**
Amendment 1	**24-032-A1**

SECOND AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 24-032

This second Amendment to Agreement No. 24-032 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **TJKM**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. 24-032 was entered into on February 27, 2024 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. 24-032 was entered into on July 29, 2025 (the "First Amendment") extending the termination date from June 30, 2025 to December 31, 2025; 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 December 31, 2025 to June 30, 2026.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from 12/31/25 to 06/30/26.

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: 10/29/2025

Budgeted: ☐ Yes ☒ No

Budget Unit: PB (2851)

Line Item: 862189

Org/Object Code: PB-862189 #PBLCP

Grant: ☒ Yes ☐ No

Grant No.: LCP-22-06

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 11/18/2025

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 11/18/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 10/21/2025

CONTRACTOR/COMPANY NAME

By: [signature]
SIGNATURE

Date: 10/29/2025

NAME AND ADDRESS OF CONTRACTOR:

TJKM

4305 Hacienda Dr. Ste. 550

Pleasanton, CA 94588

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: 10/21/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [signature]
Deputy CEO or Designee

Date: 10/21/2025

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 #: 3s)

To: BOARD OF SUPERVISORS
From: Probation
Meeting Date: November 18, 2025

Department Contact: Izen Locatelli **Phone:** 707-234-6900

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with County of Trinity Probation Department to Provide Detention Services for Youth Place in the Mendocino County Juvenile Hall Effective November 18, 2025, at a Daily Bed Rate of $200 and Reimbursement for Medical Related Expenses, with a Maximum of $250,000 for the Term of the Agreement

Recommended Action/Motion:
Approve Agreement with County of Trinity Probation Department to provide detention services for youth placed in the Mendocino County Juvenile Hall effective November 18, 2025, at a daily bed rate of $200 and reimbursement for medical related expenses, with a maximum amount of $250,000 for the term of the Agreement; authorize the Chief Probation Officer to sign any future amendments which do not increase the total contract amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Trinity County Probation contracts with other counties for their juvenile detention services as they no longer operate a juvenile detention facility in their county. Trinity County Probation requested to enter into a daily bed rate contract with Mendocino County in the event that other counties whom they are contract with had insufficient bed space to accommodate their needs. This agreement would provide a daily bed rate of $200 on an as-needed basis when Mendocino County Juvenile Hall has available capacity. This is a revenue agreement for Mendocino County. Trinity will be invoiced on a monthly basis for daily housing as well as other costs such as medical services, medication, etc.

Alternative Action/Motion:
Return to department for additional options or information.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial 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: JH-826390
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): No
revenue agreement: Yes
AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes
CEO Liaison: Darcie Antle, CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025 Executed Item Type: Interim Agreement
Number: *25-182

AGREEMENT FOR HOUSING OF DETAINED WARDS

THIS AGREEMENT FOR THE HOUSING OF DETAINED WARDS ("Agreement") is made and entered into by the County of Trinity, a political subdivision of the State of California ("Sending County"), and the County of Mendocino, a political subdivision of the State of California ("Receiving County").

WHEREAS, the Sending County has a need for youth detention facilities and desires to place wards detained pursuant to order of its juvenile court in the Mendocino County Juvenile Hall; and

WHEREAS, the County of Mendocino currently operates and maintains a Juvenile Hall in the City of Ukiah, where space may exist in excess of its needs; and

WHEREAS, pursuant to the authority granted under the California Welfare and Institutions Code 872, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Juvenile Hall facility beyond the needs of Mendocino County, certain individuals under the jurisdiction of the Juvenile Court of the Sending County for purposes of continued detention; and

WHEREAS, the Probation Officer of the Sending County shall consult with Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County Juvenile Hall facility beyond the needs of Mendocino County prior to making a recommendation for transfer of a youth from Sending County to the presiding judge of the Mendocino County juvenile court. If transferred pursuant to California Welfare and Institutions Code 872, Sending County's Juvenile Court shall designate, in accordance with Section 872. the juvenile detention facility in Receiving County as the location for the detention of youth; and

WHEREAS, this agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of individuals pursuant to the above-referenced statutes, or as required.

NOW, THEREFORE, in consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence from the date this Agreement becomes fully executed by all parties (the "Effective Date") and continue in full force and in effect until terminated as hereinafter provided.

2. **ACCEPTANCE OF YOUTH; HOUSING.** Upon the presentation of an Order of the Sending County's Juvenile Court, or such other documentation as required to the Receiving County's Probation Officer, and completion of Receiving County's admission procedures, Receiving County shall accept from Sending County that person(s) identified by Sending County for transfer, and shall thereafter provide housing as required by California Welfare and Institutions Code and applicable law. All youth from Sending County accepted for placement and placed in Receiving County's Juvenile Hall shall receive the same accommodation and services as Receiving County's youth in accordance with federal, state and local laws and regulations.

3. **REFUSAL; RETURN OF INDIVIDUAL.** At any time during the term of this Agreement, Receiving County may refuse to accept an individual from Sending County. Receiving County's Probation Officer determines appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Probation Officer decides, at their sole and absolute discretion, that the Receiving County can no longer accommodate an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County will refuse to accept from, or return an individual to, Sending County.

4. **COMPENSATION; PAYMENT.** In consideration for the housing of any individual, Sending County shall provide compensation to the Receiving County at the rate of Two Hundred and no/100 dollars ($200.00) per day per person ("Daily Rate") through June 30, 2026. Should Receiving County increase the Daily Rate to Sending County, Receiving County will notify Sending County of the rate for the next fiscal year no later than 60 days prior to the fiscal year start date in the form of an addendum of the Agreement.

In no event will the cost to Sending County exceed the maximum sum of $250,000.00 for the cost of all youth transferred to Receiving County for the term of the Agreement. The Daily Rate shall not include expenses associated with:

a. Providing non-routine medical care and treatment (including but not limited to psychotropic medications) to any individual;
b. Providing non-routine dental care and treatment to any individual;
c. Transportation services associated with transferring an individual in or out of the Receiving County;
d. Any good or service, the cost for which is accepted by law.

Sending County agrees to assume sole responsibility for and fully reimburse Receiving County for the cost of non-routine medical or dental care that are incurred by Receiving County for programming and services provided to the Youth of Sending County. Any expense not included in the Daily Rate is billed in addition to the Daily Rate. Receiving County shall provide a monthly invoice to Sending County for amounts owed. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice.

5. **NOTIFICATION IN CIRCUMSTANCES OF EMERGENCY.** Receiving County shall notify Sending County as soon as reasonably possible:

a. Upon the occurrence of an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement, or
b. When an individual being housed by the Receiving Party pursuant to this Agreement become seriously ill or injured.

6. **INDEMNIFICATION.**

a. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents; employees, volunteers or representatives from and

against any and all liability, claims actions, proceedings, losses, injuries, damages, or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith. brought for or on account of personal injury (including death) or damage to property, arising out of or obligations required of that party under the Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

b. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and deposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

7. **TERMINATION.** Either party may terminate this Agreement upon 30 days written notice to the other party.

8. **MODIFICATION.** No modification or waiver of any provisions of the Agreement shall be effective unless waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific stance for which given.

9. **COURT DOCUMENTATION.** Sending County shall be responsible for providing confirmed Court orders committing individuals to the Juvenile Hall, dispositional report committing individuals to the Juvenile Hall, and consent to medical treatment signed by a parent, legal guardian or Juvenile Court Judge upon transportation to Receiving County's Juvenile Hall.

10. **CONFIDENTIALITY; MAINTENANCE OF CONFIDENTIAL INFORMATION.** The intent of this Agreement is for the Receiving County to provide housing for Sending County's wards in Receiving County's Juvenile Hall as described above. However, should specific information regarding the Sending County's wards become known to Receiving County. the following confidentiality rules shall apply:

a. Receiving County shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedure (MPP) Division 19, which provide that:

i. All applications and records concerning any individual made or kept by Contract shall be confidential and shall not be open for examination for any purpose not directly connected to the administration of this program.

ii. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

iji. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

b. Receiving County shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor.

c. Receiving County shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding confidential nature of youth case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor. During the term of this agreement, both parties may have access to information that is confidential. Both parties agree not to disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration or cancellation of the Agreement.

d. Notwithstanding any other provision of this Agreement, the Receiving County agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing their contracted services. The Receiving County understands that they are subject to all the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Title 42, Section 2.1 through 2.67-1. Code of Federal Regulations and Confidentiality of Medical Information Act [Part 2.6 Commencing with Section 56] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this Agreement.

11. ASSIGNMENT. The rights and obligations associated with this Agreement may not be assigned to any other party with the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.

12. 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. fight 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.

13. INSURANCE. Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than $1 million combined single limit body injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

14. BINDING. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.

15. AMENDMENTS. No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties.

16. 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.

17. 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 delivery 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 of 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 upon 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 it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for the purpose of giving notice are as follows:

SENDING COUNTY:
County of Trinity
Trinity County Probation Dept.
333 Tom Bell Road
Weaverville, CA 96093
Attn: Ruby Fierro
Chief Probation Officer

RECEIVING COUNTY:
County of Mendocino
Mendocino County Probation Dept
585 Low Gap Road
Ukiah, CA 95482
Attn: Izen Locatelli
Chief Probation Officer

Any incorrectly 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.

18. 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.

19. VENUE. All lawsuits relating to this contract must be filed and adjudicated exclusively in the Mendocino County Superior Court, Mendocino County, California.

20. TIME IS OF THE 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 allow jn this Agreement.

21. AUTHORITY. Signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated.

22. ENTIRE AGREEMENT. This Agreement, including all attachments, exhibits. and any other documents incorporated into this Agreement, shall constitute the entire agreement between Receiving County and Sending County 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 documents signed by both parties. In the event of a conflict between the body of this Agreement and any Exhibits. the provisions in the body of this Agreement shall control.

23. ELECTRONIC COPY. 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.

24. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including, without limitation, the obligations regarding Indemnification (Section 7) shall survive termination or expiration for two (2) years.

25. ATTORNEY'S 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.

IN WITNESS WHEREOF, The COUNTY OF TRINITY and COUNTY OF MENDOCINO have executed this Agreement, this _____ day of _____,2025.

"SENDING COUNTY"
COUNTY OF TRINITY

By _____
Trent Tuthill
County Administrative Officer

_____
Date

APPROVED AS TO FORM:
Margaret E. Long
County Counsel

By:_____

DATE: _____

RISK MANAGEMENT APPROVAL

By: _____
Laila Cassis, Director
Human Resources/Risk Management

Date: _____

BUDGETED: No
BUDGET UNIT: 2550
LINE ITEM: 82-6390
GRANT: No

"RECEIVING COUNTY"
COUNTY OF MENDOCINO

See Page 8
Izen Locatelli
Chief Probation Officer

_____
Date

APPROVED AS TO FORM:
County Counsel

By: See Page 8

INSURANCE REVIEW:

By: See Page 8
Risk Management

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW

By: See Page 8
Deputy CEO or Designee

Date: _____

COUNTY OF MENDOCINO

BY: See Page 8
Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: See Page 8
Deputy

Date: _____

IN WITNESS WHEREOF, The COUNTY OF TRINITY and COUNTY OF MENDOCINO have executed this Agreement, this 18th day of November ,2025.

"SENDING COUNTY"
COUNTY OF Click or tap here to enter text.

By: See Page 7
Trent Tuthill
County Administrative Officer

Date

APPROVED AS TO FORM:
Margaret E. Long
County Counsel

By: See Page 7

DATE:

RISK MANAGEMENT APPROVAL

By: See page 7
Laila Cassis, Director
Human Resources/Risk Management

Date:

BUDGETED: No
BUDGET UNIT: 2550
LINE ITEM: 82-6390
GRANT: No

"RECEIVING COUNTY"
COUNTY OF MENDOCINO

Izen Locatelli
Chief Probation Officer

11/4/25
Date

APPROVED AS TO FORM:
County Counsel

By: 11/04/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 11/04/2025

EXECUTIVE OFFICE/FISCAL REVIEW

By: Darcie Antle
Deputy CEO or Designee

Date: 11/04/2025

COUNTY OF MENDOCINO

BY: John Haschak
Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By:
Deputy

Date: 11/18/2025

Exhibit A

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effect _____ (the "Effective Date"), by and between **Mendocino County Probation** ("Business Associate/Qualified Service Organization") and **Trinity County Probation** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship ("Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a Business Associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").

2. **Compliance with Applicable Law**. The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.

3. **Permissible Use and Disclosure of Protected Health Information**. Business Associate may use and disclose PHI to carry out is duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate/Qualified Service Organization, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise

permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.

6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate/Qualified Service Organization, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

   Chief Probation Officer
   Trinity County Probation Department
   333 Tom Bell Road
   Weaverville, CA 96093

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.

9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate/Qualified Service Organization, Business Associate shall within two (2) days forward such request to Covered Entity.

13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:

    (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;

    (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and

    (c) Report to Covered Entity any security incident of which Business Associate becomes aware.

14. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.

15. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified

by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

16. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associate/Qualified Service Organizations or agents of Business Associate/Qualified Service Organization. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.

17. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

18. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.

19. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/Qualified Service Organization's breach of its obligations relating to the use and disclosure of PHI.

20. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.

21. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.

22. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.

23. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

Trinity County

By: _____

Name: Ruby Fierro

Title: Chief Probation Officer

Mendocino County

By: _____

Name: Izen Locatelli

Title: Chief Probation Officer

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3t)

To: BOARD OF SUPERVISORS
From: Social Services
Meeting Date: November 18, 2025

Department Contact:	DeDe Parker	**Phone:**	707-463-7761
Department Contact:	Megan Van Sant	**Phone:**	707-463-7733

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive Agreement with Redwood Community Services, Inc. in the Amount of $18,800, to Provide "Homeward Bound" Transportation Services to Person Experiencing Homelessness in Mendocino County, Effective July 1, 2025, through June 30, 2027

Recommended Action/Motion:
Approve retroactive Agreement with Redwood Community Services, Inc. in the amount of $18,800, to provide "Homeward Bound" transportation services to individuals experiencing homelessness in Mendocino County, effective July 1, 2025, through June 30, 2027; authorize the Social Services Director or designee to sign any future amendments not to exceed a maximum amount of $40,000; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Agreement SS-23-067 in the amount of $25,000 for similar Homeward Bound services was approved by the Chief Executive Officer and Direct of Social Services on April 10, 2024, for a term of service ending June 30, 2025.

Summary of Request:
Mendocino County currently contracts with Redwood Community Services, Inc. (RCS) to provide transportation services to individuals experiencing homelessness who have identified stable places to stay in locales outside of the county. Through the proposed Agreement, RCS will provide assistance to homeless individuals in need of transportation outside of the county, including bus tickets, trains, air flights, and in limited circumstances, fuel for individuals with access to an automobile. The contractor will enter all relevant demographic and service data for individuals accessing Homeward Bound services in the Homeless Management Information System (HMIS), so that system administrators can track outcomes over time. Transportation services will be available to eligible homeless individuals currently residing in all regions of Mendocino County.

Grant funding from the Homeless Housing, Assistance, and Prevention Program (HHAP) jointly allocated to Mendocino County and the Mendocino County Homeless Continuum of Care will be used to support the services described in the proposed Agreement.

This contract is retroactive due to the need to close out grant fund accounting and related program activities for the prior fiscal year in order to accurately estimate and plan for the current year's contract amount and expected services.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
<https://www.redwoodcommunityservices.org/integratedhealth>

Fiscal Details:
source of funding: Housing and Homelessness Incentive Program (HHAP)
current f/y cost: $18,800
budget clarification: n/a
annual recurring cost: $18,800
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No
AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes
CEO Liaison: Sara Pierce, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025 Executed Item Type: Agreement
Number: 25-183

Docusign Envelope ID: 71EADA26-0F29-4793-8EF9-6B69D3FF8D47

BOS Agreement #25-183

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **REDWOOD COMMUNITY SERVICES, INC.,** hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR to provide transportation tickets to persons experiencing homelessness in Mendocino County to relocate to another community where they have a confirmed stable place to reside; 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
Attachment A	Clients Provided Transportation Assistance
Attachment B	Invoice

The term of this Agreement shall be from July 1, 2025 (the "Effective Date"), and shall continue through June 30, 2027.

The compensation payable to CONTRACTOR hereunder shall not exceed Eighteen Thousand Eight Hundred Dollars ($18,800) for the term of this Agreement.

Docusign Envelope ID: 71EADA26-0F29-4793-8EF9-6B69D3FF8D47

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DeNeese Parker, Social Services Director

Date: 10/28/2025

Budgeted: Yes
Budget Unit: 0446
Line Item: 86-2189
Org/Object Code: VRH10
Grant: Yes
Grant No.: 23-HHAPP-10035

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 11/18/2025

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 11/18/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 10/27/2025

CONTRACTOR/COMPANY NAME

By: Victoria Kelly
37EB852468B0457...
Victoria Kelly, Chief Executive Director

Date: 10/27/2025

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc.
631 Orchard Ave
Ukiah, CA 95482
707-217-3102
kellyv@redwoodcommunityservices.org

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: 10/27/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 10/27/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ ~~N/A~~ EB# 26-36
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

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

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

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

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

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

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

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

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:	COUNTY OF MENDOCINO Department of Social Services 747 South State Street Ukiah, CA 95482 Attn: Megan Van Sant
To CONTRACTOR:	REDWOOD COMMUNITY SERVICES, INC. 631 Orchard Avenue Ukiah, CA 95482 Attn: Victoria Kelly

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 services as outlined in Exhibit A shall not exceed $18,800 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

I. Overview

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program") with the goal of providing one-time flexible block grant funds to continuums of care and counties to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Agreement is funded through the County of Mendocino's Round 1 allocation of HHAP funding received from the Business, Consumer Services and Housing Agency (BCSH) California Interagency Council on Homelessness (Cal ICH). As such, CONTRACTOR must comply with all rules and regulations of the Program.

II. CONTRACTOR shall:

A. Establish a Homeward Bound Project in which transportation tickets are purchased for persons experiencing homelessness in Mendocino County to relocate to another community where they have a confirmed stable place to reside.

1. Project staff shall complete an application and Verification of Housing Status form with all applicants, ensuring all data elements required by Cal ICH are collected.

2. Project staff shall contact the party the applicant says they will be staying with to verify that there is stable housing at the destination location prior to the purchase of a transportation voucher.

3. Project staff shall verify the applicant has all necessary forms of identification and documentation required by the transportation provider.

4. Purchases are limited to the cost of the transportation ticket or gas card. Allowable forms of transportation are buses, airplanes, trains including light rails, commuter trains, subways, metros, and monorails, and ferries. Gift cards for fuel must be limited to up to One Hundred Dollars ($100) per eligible household with access to a vehicle, and must be provided in the form of a gift card specifically for fuel.

B. Maintain program eligibility as defined below.

1. Adults, Families with Minor Children, and Unaccompanied Youth who are experiencing homelessness as defined by the U.S. Department of Housing and Urban Development (HUD) McKinney-Vento Homeless

Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), found in 24 CFR Parts 91, 582, and 583 and 42 U.S.C. Sec. 11434a(2), per CA Health & Safety Code § 50216(h) (2022).

2. Eligible Categories are as follows:

   a. Category 1: Literally Homeless.

   b. Category 2: Imminent Risk of Homelessness.

   c. Category 3: Unaccompanied Youth twelve (12) to twenty-four (24) years of age.

      i. Homeless Youth under other Federal Statutes as defined by 24 CFR Part 578.3; OR

      ii. Homeless Youth as defined by 42 U.S.C. Sec. 11434a(2).

   d. Category 4: Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Other Dangerous or Life-Threatening Conditions.

C. Coordinate with other agencies by:

1. Accepting Homeward Bound Program referrals from Case Managers with other community and service providers and self-referrals received by the CONTRACTOR. CONTRACTOR shall document the participant's homelessness status and verify that the applicant meets eligibility criteria.

2. Collecting, inputting, and using required Homeless Management Information System (HMIS) data, documentation, and processes for providing services to individuals, as approved by the Mendocino County Homeless Services Continuum of Care (MCHSCoC).

   a. Complete intake forms including HMIS-required components within the first twenty-four (24) hours of contact with an individual.

      i. Enter intake data into HMIS within seventy-two (72) hours of contact with an individual.

D. Be responsible for other terms and conditions by:

1. Developing and maintaining policies and procedures that address:

   a. Eligibility criteria for uniform application.

   b. The rights and dignity of individuals to the fair and unbiased application of second chances and grievances.

c. The requirement of persons served under this Agreement to observe the CONTRACTOR's program rules, and if rules are not followed, the consequence may be persons are required to leave the program.

d. The right to refuse service to any person(s) exhibiting bizarre or abusive behavior or with a history of the same behavior.

E. Submit monthly reports:

1. Submit the following report with each invoice (Attachment A):

a. Report 1: Clients Provided Transportation Assistance:

i. Itemized number of persons assisted or denied services (HMIS Client List using unique Client ID numbers accepted in lieu of itemized client list).

ii. The number of transportation vouchers issued (HMIS Client List using unique Client ID numbers accepted in lieu of itemized client list).

iii. The number of persons denied transportation assistance.

F. Comply with 24 CFR Parts 91, 582, and 583, California Assembly Bill (AB) 101 (Committee on Budget, Chapter 159, Statutes of 2019), and California Assembly Bill (AB) 83 (Committee on Budget, Chapter 15, Statutes of 2020).

III. COUNTY shall:

A. Provide HMIS Lead staff as trainers and support for the collection of data required for reporting purposes and receipt of referrals through the HMIS.

B. Provide payment according to the criteria of the invoice/reports and the attached Budget (Exhibit B).

C. Appoint a representative of the Social Services Department to act as a liaison with CONTRACTOR for housing and homelessness-related services.

D. Provide project monitoring as required by Cal ICH and the HHAP Program.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY shall pay CONTRACTOR as per the following instructions:

A	PERSONNEL SALARIES AND BENEFITS: Staff time based on a $25/hr average pay rate with 26% benefits rate, averaging 2 hours per ticket purchased: Up to $8,000	$8,000
B	OPERATING EXPENSES: Purchase Transportation for Clients: Up to $10,000 Allowable expenses include bus, plane, train, and shuttle tickets. Gift cards specific to fuel may be allowed up to $100 per homeless client with access to a vehicle.	$10,000
C	TRAVEL EXPENSES: None	$0
D	OTHER EXPENSES: None	$0
E	INDIRECT COSTS: Up to 10% of Modified Direct Expenses	$800
CONTRACT TOTAL		$18,800

II. Submission of claims and reports shall comply as follows:

A. CONTRACTOR shall submit monthly reports (Attachment A) and invoices (Attachment B) to the Department of Social Services, HOMe Team:

Department of Social Services
HOMe Team
747 S. State Street
Ukiah, CA 95482
Attn: Program Administrator or Designee
SPTInvoices@mendocinocounty.gov

B. Original receipts and invoices for actual costs incurred shall need to be provided for reimbursement.

C. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoices.

D. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

E. Line-item budget shifts up to ten percent (10%) do not require COUNTY approval. Line-item budget shifts greater than ten percent (10%) require a pre-approval email from the COUNTY Program Administrator or designee.

III. Services and payments under this Agreement shall not exceed Eighteen Thousand Eight Hundred Dollars ($18,800) 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]

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EXHIBIT D

CONTRACTOR ASSURANCE OF COMPLIANCE WITH

MENDOCINO COUNTY

Department of Social Services

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **REDWOOD COMMUNITY SERVICES, INC.**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; 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.

10/27/2025

Date

Signed by:
Victoria Kelly

CONTRACTOR Signature

631 Orchard Avenue, Ukiah, CA 95482

Address of CONTRACTOR

Docusign Envelope ID: 71EADA26-0F29-4793-8EF9-6B69D3FF8D47

Appendix A

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

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

(1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and

(d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Victoria Kelly	Redwood Community Services, Inc.
(Type Name)	(Organization Name)
Chief Executive Director	631 Orchard Avenue Ukiah, CA 95482
(Title)	(Organization Address)
Signed by: Victoria Kelly 37E085246810457...	10/27/2025
(Signature)	(Date)

REPORT 1: CLIENTS PROVIDED TRANSPORTATION ASSISTANCE REDWOOD COMMUNITY SERVICES		
Month and Year		
Report 1	**Fill in All Areas in Yellow**	
Bus Vouchers Provided	Total Number of Persons	Total Voucher Dollars
Adults 59 or Less	0	0
Adults 60 and Over	0	
Children Under 18	0	
Adults 59 or Less with Children Under 18	0	
Adults 60 and Older with Children Under 18	0	
Number Denied	Total Number of Persons	Total Number of People
Adults 59 or Less	0	0
Adults 60 and Over	0	
Children Under 18	0	
Adults 59 or Less with Children Under 18	0	
Adults 60 and Older with Children Under 18	0	

REDWOOD COMMUNITY SERVICES, INC.

HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP)
Services Contract Invoice

Contractor:
Redwood Community Services, Inc.
Attn: NAME
P.O. Box 2077
Ukiah, CA, 95482

Submit Invoices to:
Mendocino County Social Services
Attn: Veronica Wilson
SPTInvoices@mendocinocounty.gov

Type of Service	Dates of Service	Total
Personnel Salaries and Benefits		$xx
Operating Expenses		$xx
Indirect Costs		$xx
	Total:	**$xx**

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

COUNTY FISCAL USE ONLY	
Date Paid	
Contract Number	
Org Code	VRH10
Object Number	86-2189
Budget Unit	0446
Fund Source	County HHAP

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3u)

To: BOARD OF SUPERVISORS
From: Social Services
Meeting Date: November 18, 2025

Department Contact:	DeNeese Parker	**Phone:**	707-463-7761
Department Contact:	Waldi Helma	**Phone:**	707-467-5815

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with Mendocino County Youth Project (MCYP) in the Amount of $298,005 to Provide Family Urgent Response System (FURS) Mobile Response Services to Current and Former Foster Youth Through Age 21 for Department of Social Services, Family and Children's Services, Effective Upon Execution through June 30, 2026

Recommended Action/Motion:
Approve Agreement with Mendocino County Youth Project (MCYP) in the amount of $298,005 to provide Family Urgent Response System (FURS) mobile response services to current and former foster youth through age 21 for Department of Social Services, Family and Children's Services, effective upon execution through June 30, 2026; authorize the Department of Social Services Director or designee to sign any future amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Ongoing Agreement. Most recent action on July 23, 2024, Item 3ak), approval of Agreement No. BOS-24-137

Summary of Request:
The Family Urgent Response System (FURS) is a statewide mandated program, originally enacted through Section 107 of Senate Bill 80 (Statute of 2019) and amended by Assembly Bill 79 (Statute of 2020), to support current and former foster youth through age 21 during periods of instability. The program contains three components: 1) state hotline; 2) local mobile response services; and 3) local follow up services for up to 72 hours following a mobile response. FURS is intended to prevent placement disruptions, the need for 911 calls or law enforcement involvement, psychiatric hospitalizations and placements into congregate care, and assist youth and their caregivers in a trauma-informed, family friendly manner to de-escalate and stabilize situations, and link the youth and family to ongoing services and resources. FURS services are required to be provided 24 hours a day, 7 days a week, 365 days a year, and mobile response services must be provided at any location within Mendocino County within 1 to 3 hours of receiving a call from the state hotline, or same day within 24 hours, if a non-urgent response is requested by the caller.

Mendocino County Youth Project (MCYP) was chosen by the Department of Social Services through a competitive Request for Proposal (RFP).

FURS services are state-mandated and are fully funded by the State General Fund, therefore, the Agreement

includes a clause specifying the Agreement is subject to the approval and availability of State General Fund monies and the Agreement will be terminated or amended in the event that funds are not appropriated, available, or reduced.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
https://www.cdss.ca.gov/inforesources/cdss-programs/foster-care/furs

Fiscal Details:
source of funding: State General Fund
current f/y cost: $298,005
budget clarification: N/A
annual recurring cost: $298,005
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: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: November 18, 2025 Executed Item Type: Agreement
Number: 25-184

BOS Agreement # 25-184

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Mendocino County Youth Project,** 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 Family Urgent Response System (FURS) program to provide mobile response, in-home de-escalation support, and follow-up and linkage to 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	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
Attachment A	FURS Summary Report
Attachment B	FURS Monthly Data Report

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 Two Hundred Ninety-Eight Thousand Five Dollars ($298,005) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: DeNeese Parker
DeNeese Parker, Social Services Director

Date: 11/3/2025

Budgeted: Yes
Budget Unit: 5010
Line Item: 86-3118
Org/Object Code: SSCPS
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: Deputy 11/18/2025

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 11/18/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 11/03/2025

CONTRACTOR/COMPANY NAME

By:
Amanda Archer, Executive Director

Date: 11/3/15

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Youth Project
776 N. State Street, Suite 107
Ukiah, CA 95482
707-463-4915
aarcher@mcyp.org

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: Charlotte Scott
COUNTY COUNSEL

Date: 11/03/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By:
Deputy CEO or Designee

Date: 11/03/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ RFP-016-25
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

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

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

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

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

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

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

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

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:
COUNTY OF MENDOCINO
Department of Social Services
PCV Unit
P.O. Box 1060
Ukiah, CA 95482
Attn: Waldi Helma

To CONTRACTOR:
Mendocino County Youth Project
776 N. State Street, Suite 107
Ukiah, CA 95482
Attn: Amanda Archer

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 services as outlined in Exhibit A shall not exceed $298,005 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

I. CONTRACTOR shall maintain a Family Urgent Response System (FURS) program twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year to provide county-wide phone and mobile response, in-home de-escalation support, and follow-up and linkage to services for up to seventy-two (72) hours following a mobile response to current and former foster youth through age twenty-one (21) and their caregivers who are experiencing instability.

II. Key definitions:

A. CAREGIVER – a person responsible for meeting the daily care needs of a current or former foster child or youth, and who is entrusted to provide a caring and supportive environment for the child or youth to promote their healing from trauma. Caregiver is defined broadly and includes individuals beyond a parent who are acting in a caregiving role.

B. CHILD or YOUTH – a current or former foster child or youth adjudicated under California Welfare and Institutions Code Section 300, 601 or 602 and who is served by a county child welfare agency or probation department, and a child or youth who has exited foster care to reunification, guardianship, or adoption. A current or former foster child or youth shall be eligible for services until they attain twenty-one (21) years of age. There is no time restriction on when an exit must have occurred for a former foster youth.

C. INSTABILITY – a situation of emotional tension or interpersonal conflict between a caregiver and a child or youth that may threaten their relationship and may lead to a disruption in the current living situation. It includes situations in which a child, youth, or caregiver feel they need support and does not require the child or youth to be the presenting problem or for the situation to rise to the level of a mental health crisis.

D. IN-HOME – the place where the child or youth and caregiver are located, preferably in the home, or at some other mutually agreeable location.

E. MOBILE RESPONSE – the provision of in-person, flexible, responsive, and supportive services where the caregiver and child or youth are located to provide them with support and reduce the need for a 911 call or law enforcement contact, placement disruption, or hospitalization.

F. URGENT MOBILE RESPONSE – an immediate, in-person, face-to-face response within one (1) hour, but not to exceed three (3) hours in extenuating circumstances. All mobile responses shall be considered urgent unless a child,

youth, or caregiver requests to schedule a same-day response at a specific time or window of time.

G. NON-URGENT MOBILE RESPONSE – an in-person, same-day response within twenty-four (24) hours. When a child, youth, or caregiver requests to schedule a same-day response at a specific time or window of time outside the required three (3) hour timeframe, the response would be considered non-urgent.

III. CONTRACTOR shall provide the following FURS services:

A. A dedicated phone number that is directly and immediately answered by the CONTRACTOR, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year to receive calls to deploy a mobile response team. Use of a third-party answering service is not permissible for this program.

B. The ability to make three (3) way calls to facilitate warm handoffs with the statewide FURS hotline.

C. Have protocols for obtaining interpreter services for limited English proficient and deaf and hard of hearing callers.

D. Have protocols for determining when a mobile response and stabilization team will be sent or when other services will be used, based on the urgent and critical needs of the caregiver, child, or youth.

E. Ensure a mobile response and stability team, including back-up, is available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.

F. Provide immediate, in-person, face-to-face response, preferably within one (1) hour, but not to exceed three (3) hours in extenuating circumstances for urgent needs, or same-day response within twenty-four (24) hours for nonurgent situations.

G. Have staff with specialized training in trauma of children or youth and the foster care system on the mobile response and stabilization team. Efforts should be made to include peer partners and those with lived experience in the response team, whenever possible.

H. Have protocols with local Foster Family Agencies (FFAs), Short Term Residential Therapeutic Programs (STRTPs) and Tribes to define how mobile response teams will interact with the agencies and tribes when responding to a call from a FFA home or STRTP or to a location on tribal land.

l. In-home de-escalation, stabilization, and support services which shall include:

1. Establishing in-person, face-to-face contact with the child or youth and caregiver.

2. Meeting with the child or youth and the caregiver separately.

3. Listening to both sides and identifying the underlying causes of, and precursors to, the situation that led to the instability.

4. Identifying the caregiver interventions attempted.

5. Observing the child and caregiver interaction.

6. Diffusing the immediate situation.

7. Coaching and working with the caregiver and the child or youth to preserve the family unit and maintain the current living situation or create a healthy transition plan, if necessary.

8. Supporting the caregiver in arranging for short-term (less than twenty-four (24) hours) care.

9. Establishing connections to other county or community-based supports and services to ensure continuity of care, including, but not limited to, linkage to additional trauma-informed and culturally and linguistically responsive family supportive services and youth and family wellness resources.

10. Following up after the initial face-to-face response, for up to seventy-two (72) hours, to determine if additional support or services are needed.

11. Identifying any additional support or ongoing stabilization needs for the family and developing an action plan for, or referral to, appropriate youth and family supportive services within the county, which may include community-based organizations, Redwood Coast Regional Center, FFAs, tribal agencies, or the agency submitting the proposal.

12. Creating a process for communicating with the county of jurisdiction and the county behavioral health agency regarding the service needs of the child or youth and caregiver provided that the child or youth is currently under the jurisdiction of either the county child welfare or the probation system.

IV. Reporting requirements. CONTRACTOR shall:

A. Complete the State FURS Summary Report (Attachment A) within twenty-four (24) hours of each mobile response and route it by State and County directions. A copy of the current State FURS Summary Report is attached as Attachment A; however, to ensure the most current version of the form is used, CONTRACTOR shall use the form posted on the State website at: https://www.cdss.ca.gov/Portals/9/FosterCare/FURS/FURS-Summary-Report.pdf

B. Track data which shall include all data elements on the attached FURS Monthly Data Report (Attachment B). The data-tracking sheet shall be submitted to the COUNTY with the monthly invoice for payment.

V. This is a one (1) year Agreement and CONTRACTOR shall make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. This Agreement is subject to the approval and availability of State General Fund monies. The parties' obligations hereunder are contingent upon the availability of State General Fund funds from which payment for Agreement purposes can be made. No legal liability on the part of the COUNTY for any payment may arise until State General Fund funds are made available. In the event that such funds are not appropriated or available, this Agreement shall terminate without further obligation of the parties. In the event that the allocated State General funds are reduced, this Agreement shall be amended according to reduced State General funds. COUNTY shall notify CONTRACTOR immediately in writing of COUNTY's receipt of notice of non-appropriation, unavailability or reduction of State General Funds.

II. COUNTY shall pay CONTRACTOR as per the following instructions:

A. Personnel

	Hourly Wage	Weekly Hours	Annual Rate CONTRACTOR Match	Prorated Annual Rate (38 weeks)
Salary for Multi-Disciplinary Team				
Call Response Coordinator – Admin Level Staff (1.125 FTE) business hours, multiple staff	$19.94	45		$34,097
Call Response Coordinator/Responder - Paraprofessional Level Staff (1.875 FTE) after hours, multiple staff	$25.22	75		$71,877
Call Response Coordinator/Responder – Paraprofessional Level Staff (0.80 FTE) Saturday-Sunday, multiple staff	$25.22	32		$30,668
Call Response Coordinator/Responder – Paraprofessional Level Staff (0.40 FTE) Saturday –	$25.22	16	$15,334	

Sunday, Stand-by Hours, multiple staff				
Admin Supports				
Executive Director	$49.46	1.50		$2,819
Deputy Executive Director, COO/CFO	$51.44	1.50		$2,932
Total Personnel			$15,334	$142,393
Fringe Benefits – 50.19% of salaries			$7,696	$71,467
Total Personnel including Payroll Taxes/Fringe Benefits			**$23,030**	**$213,860**

B. Stipend Pay

	Per Day	Number of Days	Prorated Annual Rate (38 weeks)
On Call Stipend for Multidisciplinary Team			
MFTI/ASW/MFT/LCWS – Licensed/waivered Mental Health Therapist (1.0 FTE), multiple staff	$50.00	266	$13,300
Youth Success Coach – paraprofessional Level Staff (1.0 FTE), multiple staff	$50.00	266	$13,300
Total On Call/Stipend Pay			**$26,600**

C. Operating Expense

	Prorated Annual Rate (38 weeks)
FURS Program Staff Training	$18,675
Total Operating Expense	**$18,675**

D. Total Expense

	Prorated Annual (38 weeks) CONTRACTOR Match	Prorated Annual Rate (38 weeks)
Direct Costs	$23,030	$259,135
Indirect/Admin Expense @ 15% of total Program Costs	$3,455	$38,870
Total	**$26,485**	**$298,005**

III. CONTRACTOR shall:

A. Bill Medi-Cal for eligible mental health services delivered to Medi-Cal eligible youth under age twenty-one (21), when such services meet state and federal Medicaid requirements, including medical necessity, as detailed in California Department of Health Care Services Behavioral Health Information Notice No: 21-013/ California Department of Social Services All County Information Notice No.: I-29-21 which can be found at: https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/ACINs/2021/I-29_21.pdf?ver=2021-04-20-154131-293. A separate Agreement is required between Mendocino County Behavioral Health and Recovery Services and CONTRACTOR to address Medi-Cal billing and claiming related to FURS services.

B. Submit monthly invoices detailing actual monthly costs incurred pertaining to the FURS program, not to exceed the rates listed in Exhibit B. II. Monthly invoices shall deduct anticipated Medi-Cal reimbursement and true-up will occur at the end of each quarter.

C. Submit a FURS Monthly Data Report (Attachment B) monthly with the invoice in order to receive payment.

D. Submit invoices and data reports by the tenth (10^{th}) of each month to:

Mendocino County Department of Social Services
Family and Children's Services
P.O. Box 839
Ukiah, CA 95482
Attn: Waldi Helma
FCSInvoices@mendocinocounty.gov

E. Submit the final invoice and data report no later than July 15, 2026.

IV. Payments under this Agreement shall not exceed Two Hundred Ninety-Eight Thousand Five Dollars ($298,005) 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 Social Services

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **Mendocino County Youth Project**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; 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.

11/3/2025

Date

CONTRACTOR Signature

776 N. State Street, Suite 107, Ukiah, CA 95482

Address of CONTRACTOR

Appendix A

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

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

(1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:

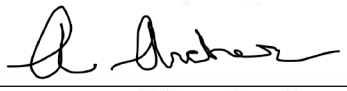
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and

(d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Amanda Archer	Mendocino County Youth Project
(Type Name)	(Organization Name)
	776 N. State Street, Suite 107 Ukiah, CA 95482
Executive Director	
(Title)	(Organization Address)
	11/3/2025
(Signature)	(Date)

FURS Summary Report

Date of Response:

Time call was received:

Time of arrival in-person:

Response Priority

☐ **Urgent** (preferably within one hour, but not to exceed 3 hours in extenuating circumstances)

☐ **Non-Urgent** (within 24 hours)

☐ **No Mobile Response required** (if selected, provide explanation below and submit)

To be completed after a Mobile Response Team provides an in-person response and to provide the details of that response to the County of Jurisdiction and/or Statewide Hotline. Please note this report should not be attached to a case plan/court report. The purpose of this form is to ensure linkage to ongoing supportive services.

LOCATION

County/Region that sent Mobile Response Team:

County of Jurisdiction of youth *(if different from responding County. If response involves a former foster youth, please state N/A):*

Physical Address of Mobile Response *(full address mobile response team was sent to):*

Location type of Response *(home, school, community location, etc.):*

PARTICIPANTS:

	Child/Youth/NMD	Caregiver(s)	Additional Participant(s)
Name:			
Status:	Current Former Date of Birth:	Resource Adoptive Bio-parent Other Relative/NREFM Congregate Care *If other, relationship to youth:*	*Relationship to youth:*
Primary Phone #:			
E-mail:			

Were interpreter services required/provided?:

☐ Yes ☐ No **If yes, what language?**

Participant(s) who received Mobile Response *(list all and indicate relationship to Child/Youth/NMD):*

RESPONSE

Mobile Response Team Members *(name and role)*:

Brief Summary of Presenting Issue *(High level information, what brought about need/request for support)*:

Was Situation Stabilized?

☐ Yes ☐ No

If no, why?

Describe de-escalation, stabilization and support services provided:

Strengths and Needs Identified:

(Describe family strengths identified and outstanding service need)

Form completed by

Print name/Title:

Date:

Routing Instructions:

1.) Within 24 hours, send via e-mail to the FURS Point of Contact for the county of jurisdiction located on the Family Urgent Response System Hub under "Resources".

2.) Copy e-mail to FURSReport@dss.ca.gov.

3.) FURS Point of Contact will follow county protocol regarding the routing of the Summary Report to case-carrying social worker/probation officer for youth with open cases.

Attachment B

ATTACHMENT B - FURS MONTHLY DATA REPORT

Mobile Response Call Date	Time called from state hotline for mobile respose	Time mobile response team arrived at caller's location	Time mobile response team completed on-scene response	Child/Youth/Family Names	Location of child/youth/caregiver	Mendocino Co current or former foster youth? (Y/N)	County of jurisdiction (if not Mendocino)	Open child welfare care? (Y/N)	Open probation case? (Y/N)	Former child welfare case? (Y/N)	Former probation case? (Y/N)	If known- Previous case closed due to Reunification? Guardianship? Adoption? (Y/N, if Y identify which one)	Was placement stabilized? (Y/N)	Was placement changed? (Y/N)	Did youth return to foster care? (Y/N)	Was law enforcement needed? (Y/N)	Was youth 5150'd? (Y/N)	Summary sent to county of jurisdiction point of contact? (Y/N/NA)	Summary sent to CDSS? (Y/N)

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3v)

To: BOARD OF SUPERVISORS
From: Transportation
Meeting Date: November 18, 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 Agreement (Department of Transportation Agreement Number 240025) with Consor North America, Inc. in the Amount of $768,000 for Professional Engineering Services, and Authorizing a Contingency Amount of $76,800, for the Highway Safety Improvement Program Systemic Improvements and Sidewalks on Mendocino County Roadway Segments Project (Countywide)

Recommended Action/Motion:
Adopt Resolution approving Agreement (Department of Transportation agreement number 240025) with Consor North America, Inc. in the amount of $768,000 for professional engineering services, and authorize a contingency amount of $76,800, for the Highway Safety Improvement Program Systemic Improvements and Sidewalks on Mendocino County Roadway Segments Project (Countywide); and authorize Chair to sign the same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Department of Transportation (DOT) Agreement No. 240025 provides for preliminary engineering and design work, including completion of the project approval and environmental documents (PA/ED) as well as the plans, specifications, and estimate (PS&E), needed for the Highway Safety Improvement Program (HSIP) Systemic Improvements and Sidewalks on Mendocino County Roadway Segments Project. This Project includes the installation of Advance Curve Warning Signs, the installation of sidewalks/pathways along South State Street in Ukiah and Crawford Road in Covelo, and installation/upgrade of pedestrian crossings. Consor has agreed to perform the required work to complete the PA/ED and PS&E phases for a not-to-exceed amount $768,000. Costs of the project are to be funded primarily through the Highway Safety Improvement Program (90%), with the remaining local match covered primarily with Mendocino Council of Governments (MCOG) grant funds and the Road Fund. 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 $76,800, to process contract amendments as needed in order to facilitate timely completion of the work.

Alternative Action/Motion:
Postpone approval of DOT Agreement No. 240025.

Strategic Plan Priority Designation: A Prepared and Resilient County

Item #: 3v)

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
https://www.mendocinocounty.gov/Home/Components/RFP/RFP/2393/385

Fiscal Details:
source of funding: HSIP, MCOG, Road Fund
current f/y cost: $400,000 *(estimated)*
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: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-189
Executed Item Type: Agreement
Number: 25-185

RESOLUTION NO. 25-189

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 240025 WITH CONSOR NORTH AMERICA, INC. IN THE AMOUNT OF $768,000 FOR PROFESSIONAL ENGINEERING SERVICES, AND AUTHORIZING A CONTINGENCY AMOUNT OF $76,800, FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM SYSTEMIC IMPROVEMENTS AND SIDEWALKS ON MENDOCINO COUNTY ROADWAY SEGMENTS PROJECT (COUNTYWIDE)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to install Advance Curve Warning Signs on Branscomb Road (County Road (**CR**) 429), East Side Calpella Road (CR 227), Comptche Ukiah Road (CR 223), and Mountain View Road (CR 510), install sidewalks/pathways on Crawford Road (CR 337H) and South State Street (CR 104A), and install/upgrade pedestrian crossings on various roads throughout the County; and

WHEREAS, DOT engineering staff does not have the time, capacity, or expertise to effectively perform the work required to complete the project approval and environmental documents (PA/ED) and the plans, specifications, and estimate (PS&E), and therefore requires professional, expert, and technical services of a temporary nature; and

WHEREAS, in response to the County's Request for Proposals, Consor North America, Inc. submitted a proposal for accomplishing the work proposed under DOT Agreement Number (No.) 240025; and

WHEREAS, Consor North America, Inc. has agreed to perform the work required for completion of PA/ED and PS&E under DOT Agreement No. 240025, for a not-to-exceed amount of $768,000; and

WHEREAS, DOT believes it is prudent to budget a contingency amount of $76,800 for unforeseen additional work that may be needed under DOT Agreement No. 240025, and to authorize the Director of Transportation to execute amendments up to 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 hereby:

1. Approves DOT Agreement No. 240025, Professional Services Agreement, with Consor North America, Inc. for completion of professional engineering services for the Highway Safety Improvement Program Systemic Improvements and Sidewalks Project; and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said DOT Agreement No. 240025 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 Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BOS AGREEMENT NO. 25-185
DOT AGREEMENT NO. 240025

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

SYSTEMIC IMPROVEMENTS AND SIDEWALKS ON MENDOCINO COUNTY ROADWAY SEGMENTS PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTS AND PLANS, SPECIFICATIONS, AND ESTIMATES

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Consor North America, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONSULTANT for its Professional Engineering 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	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 "E" 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, 2026.

The compensation payable to CONSULTANT hereunder shall not exceed seven hundred sixty-eight thousand dollars ($768,000) for the term of this Agreement.

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: 10/28/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No.:**HSIPL-5910(139)**

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 11/18/2025

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 11/18/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 11/03/2025

CONSULTANT/COMPANY NAME

By: _____
SIGNATURE

Date: 11/3/2025 | 3:14:36 PM EST

NAME AND ADDRESS OF CONSULTANT:

Consor North America, Inc.

2868 Prospect Park Drive, Suite #250

Rancho Cordova, California 95670

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: 11/03/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 11/03/2025

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 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 that arise out of, pertain to, or relate to the CONSUL TANT's negligence, recklessness, or willful misconduct in performing professional services under this Agreement. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY against any action or suit brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or provision of services undertaken pursuant to this Agreement. The duty of CONSUL TANT includes the duty of defense, inclusive of that set forth in California Civil Code section 2778, and is subject to any limits provided for in Civil Code section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. CONSULTANT's negligence, recklessness or willful misconduct includes the negligence, recklessness and willful misconduct of CONSULT ANT'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 Drive
Ukiah, CA 95482
Attn: Tyler Franz

To CONSULTANT:
Consor North America, Inc.
2868 Prospect Park Drive, Suite #250
Ranch Cordova, California 95670
Attn: Mike Sanchez

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 $768,000 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 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 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 following services:

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D. Scope of Work

This Scope of Work (SOW) provides a comprehensive framework for delivering a successful project that enhances safety, accessibility, and mobility within Mendocino County. It will be refined during the project kickoff and planning phase to ensure alignment with stakeholder needs, regulatory frameworks, and funding requirements.

Project Team Responsibilities

- **Consor (Prime Consultant):** Overall project management, design, environmental coordination, public outreach, and quality assurance.
- **Crawford:** Geotechnical investigations and reports.
- **LACO:** Surveying, mapping, and control survey.
- **Galloway:** Environmental clearance and permitting.
- **Bender Rosenthal, Inc. (BRI):** Right-of-way support (optional).

Consor's SOW has been developed based on a thorough review of Mendocino County's RFP, project research, and our extensive experience with similar federal and state-funded roadway safety projects throughout California. The project aims to deliver systemic safety improvements, pedestrian infrastructure enhancements, and signage upgrades across various roadway segments within Mendocino County, supporting the County's safety, mobility, and community connectivity goals in accordance with HSIP Cycle 11 requirements.

Our team's combined expertise allows for all phases of the project—from data collection and analysis to design, environmental clearance, and construction support—to be executed efficiently, meeting regulatory requirements and stakeholder expectations. The project will follow the County's guidelines, Caltrans standards, and federal funding regulations, including DBE goals, environmental compliance, and community engagement. Plans will comply with County Standard Details and Specifications and Caltrans Standard Plans and Specifications. Plans and reports will bear the stamp and signature of the responsible engineer in charge (registered in the State of California).

It is anticipated that a scoping meeting will be held following consultant selection to clarify the SOW, including planned meetings, deliverables, and schedule.

Certain assumptions have been made in preparing the scope for this proposal. To the extent possible, these assumptions are stated herein. The total effort required shall be negotiated between the County and the consultant team after selection and after assumptions made in this proposal are either verified or modified to better meet the County's needs.

Task 1 – Project Management

Task 1.1 Initiate Project

Task 1.1.1 Kick-off Meeting

Consor will coordinate a kick-off meeting with the County, the Consor team, and any other project stakeholders. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule. Major project issues that have already been identified by project stakeholders will be shared at this meeting.

Task 1.1.2 Preliminary Research

Consor will obtain pertinent existing information from local, state, and federal agencies including, but not limited to the County and Caltrans. This includes, but is not limited to existing right-of-way maps, available mapping showing roadway and topographic features, traffic and collision data, roadway as-built plans, existing drainage facilities, existing sidewalks, pedestrian paths, crosswalks, and utility information within the project limits.

If necessary, Consor will prepare and obtain approval of a Caltrans Encroachment Permit for the PA&ED phase of the project to allow our team access within the Caltrans right-of-way.

Task 1.1.3 Field Investigation

An initial field review with the County Project Manager, the Consor team, and other project stakeholders as directed by the County will be held to review the proposed project to highlight and record significant project features. At this time, existing roadway features, such as existing pavement condition and condition of drainage facilities, will be reviewed for upgrades as needed.

Deliverables:

- Kick-off meeting agenda and minutes
- Field review notes

Task 1.2 Coordination

Task 1.2.1 Point of Contact

Michael Sanchez, PE will be the single point of contact for maintaining liaison and coordination throughout the project with the County's Project Manager and other team leaders.

1.2.2 Project Title

In reference to the project in any forms or formal written materials, Consor shall use the project title of: Systemic Improvements and Sidewalks on Mendocino County Roadway Segments, C2303.

1.2.3 Project Coordination with County

Consor will coordinate with County through phone conversations, emails, written memoranda, fax, etc.

1.2.4 Project Work Plan

Consor will develop, maintain, and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and the Consor's Quality Control Plan.

1.2.5 Project Schedule

Consor will develop a project schedule outlining tasks and subtasks to be performed. The project schedule will include Consor's internal QC process and designated County review of submitted documents. Consor shall update the project schedule as necessary, but by the third week of March, June, September, and December at a minimum. Consor will be included in the distribution of all schedule updates. These may be included with monthly billing.

1.2.6 Budget Management

Consor will maintain and manage Consor team's schedule and budget and subconsultant contracts.

1.2.7 Periodic Reports

Consor will shall submit monthly progress reports. Progress reports will include status of services by task breakdown; problems encountered; percent of services complete as of the date of the progress report; and discussion of schedule changes, work products, issues currently being addressed, and other items of interest as applicable.

All changes to the project schedule will be approved by the County Project manager. The County Project Manager will be as designated by the Contract Administrator.

1.2.8 Invoices

Consor will prepare monthly invoices in accordance with Exhibit B, Payment Terms, of this agreement.

Task 1.3 Project Team Meetings

Consor with guidance from the County will facilitate the formation of a Project Development Team (PDT) to be used as needed throughout the project delivery process. The PDT will bring together different stakeholders and technical experts at key points in the project delivery process to assure that decision makers are provided with the information needed to make the best project decisions in a timely manner. The PDT will include representatives from the County, Caltrans, the Consor team, and other parties that the County believes could provide expertise and help expedite the process. Consor will schedule PDT meetings once every month through the life of the project. The Project Manager, Project Engineer, and County staff will attend all team meetings. Consor will prepare the meeting agendas in consultation with the County, distribute the agenda prior to the meeting date, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five working days after meetings. Consor will coordinate with County through phone conversations, emails, written memoranda, fax etc.

Attendance at one (1) project kick-off meeting in Ukiah and one (1) Caltrans field review by the Consor Project Manager in Mendocino County (assumed to be one day); attendance at up to eight (8) PDT in-person meetings in Ukiah and up to forty-eight (48) bi-weekly conference calls.

Task 1.4 Public Outreach (optional)

If requested and with County support, Consor will plan and conduct one or two community meetings. Community outreach can demonstrate the project need and goals to a specific neighborhood with a goal of education and seeking community support through public meetings, pop-up events, and project surveys. We will plan, organize, advertise, and facilitate community events that bring the community together to discuss the project and solicit feedback. An open line of communication with stakeholders will guide the team in identifying the present and future needs of the community with proposed project improvements. Consor will partner with the County to determine a list of stakeholders to communicate and meet with that include, but are not limited to, the following:

- Caltrans
- Local and regional agencies
- Community groups
- Various Chambers of Commerce
- Tribal governments
- Community Services Districts

Deliverables:

- Meeting agendas
- Meeting materials (graphics, visual aids, and other presentation items)

- Updated Issue/Action Item/Decision Log
- Updated Project Schedule
- Meeting Minutes within one week of meeting
- Public Outreach Plan and Community Meeting(s) (optional)

Task 2 – Surveys and Mapping

This scope of work is based on the provided mapping limits of the two areas considered for sidewalk installation in Covelo and Ukiah. Generally, the Covelo mapping limits are along Crawford Road between the intersection with Foothill Boulevard and the intersection with Biggar Lane, and a short section of Foothill Boulevard from Crawford Road approximately to the Round Valley Elementary School. And South State Street between the intersection with Beacon Lane to Sinclair Gas Station south of Laws Avenue in Ukiah. Additionally, to aid in the installation of advanced curve warning signs, the existing rights of way widths will be generally confirmed at various locations of Branscomb Road, Eastside Calpella Road, Comptche Ukiah Road and Mountainview Road.

Task 2.1 Topographic Survey and Mapping

LACO will complete a topographic survey of a strip of land 75 feet on each side of the existing physical centerline of Crawford Road in Covelo utilizing an UAV/drone to collect LiDAR and photogrammetric data. This data, along with supplemental terrestrial data, will be utilized to generate a DEM surface, digital orthomosaic photo and planimetric mapping of the site. The Ukiah site will be a conventional field survey of a strip of land approximately 100 feet based on existing property and right of way improvements. This area will be conventionally surveyed due to flight restrictions.

Mapping will include:

- Edge of existing pavement and driveway aprons requested routes.
- Fences and other improvements.
- General tree driplines based on the photogrammetric data will be shown, however individual drip lines will not be located.
- Individual trees within the strips will be located.
- Surface utility locations will be based on a combination of the supplemental field surveys and utilities identifiable from the UAV data. In addition to the surface utility locations and directions, invert elevations for critical sewer and storm drain structures will be included in the mapping.
- Right-of-Way of the requested routes.

The mapping will be produced at a scale of one inch = 20 feet for convenience; however, it will be suitable for plotting to a scale of one inch equal to 20 feet with a contour interval of one foot. Horizontal coordinates will be referenced to NAD83 and applicable California State Plane Zone with vertical elevations referenced to NAVD88. Dimensions to be in US Survey Feet and decimals thereof.

Task 2.2 Right-of-Way Retracement Survey

LACO will conduct a right-of-way analysis and field survey of Crawford Road and South State Street within the mapping limits described above. This task will include:

- Research and review of Mendocino County Records. And communication with and information provided by the Mendocino County ROW Agent.
- Survey the physical centerline of the existing traveled way for use in calculating a curvilinear centerline alignment for the requested roadways. If required.
- Locate and survey existing right-of-way monuments and property corners controlling any dedications to the County shown on recorded Records of Surveys and Parcel Maps.
- Resolve conflicting information as necessary.
- The preparation and filing of a Record of Survey is not anticipated for this effort.

Existing right of way confirmation of Branscomb Road, Eastside Calpella Road, Comptche Ukiah Road and Mountainview Road will be based on publicly available information from the following sources.

- Information provided by the County of Mendocino Surveyor's Office and ROW Agent
- Parcel Quest, California Property Data
- First American Title/First Am IgniteRE

Task 2.2 does not include any field surveys.

Task 3 – Environmental Studies and Documentation

Project Management and Coordination

Gallaway Enterprises will attend a project kick-off meeting to discuss communication and information exchange protocols, review project work schedules, and confirm current project description applicability for use in all technical studies and CEQA/NEPA documentation. Gallaway Enterprises assumes the need for approximately four (4) PDT meetings over the life of the project. It is our experience from working on similar projects that use of a consistent project description in all technical studies facilitates efficiency, defensible data analysis.

Deliverables:

- One (1) kick-off meeting and four (4) PDT meetings

Preliminary Environmental Study

Gallaway will help with the Project Team to develop an Area of Potential Effects (APE) map. Gallaway will prepare the Preliminary Environmental Study (PES) forms and attend the field review meetings. This task will include database research (FEMA, GeoTracker, species lists, air quality, etc), initial mapping, conducting field visits to each site to conduct preliminary field investigations of environmental resources, obtain current photographs and developing initial determinations on the types and level of impacts required to complete a PES form. The draft PES forms will be circulated to the project team and then to Caltrans for review and approval. Some of the technical documentation that is assumed for the proposed project may be different than what is required by Caltrans. Therefore, if there are differences between assumptions and requirements identified in the approved PES, rescoping may be required.

Deliverables:

- Draft and Final APE. Draft and Final PES. One round of review by Consor, Caltrans and the County

Natural Environment Study (NES) – Minimal Impacts

Gallaway Enterprises will prepare a draft NES for the APE. The NES document will be prepared taking into consideration the information obtained from the respective field surveys and project specific impacts. Gallaway Enterprises will document all vegetation communities, plant species observed on-site. It is assumed that there are no federal or state listed species that will be affected by the proposed project. The NES report will follow Caltrans' most recent guidance and document formats.

Deliverables:

- Draft NES, Final NES. One round of review by Consor, Caltrans and the County

Delineation of Aquatic Resources

Gallaway Enterprises will conduct a delineation of aquatic resources within the APE. All waters of the US that meet the Clean Water Act criteria and are regulated by the USACE will be evaluated within the survey area. Waters of the State will also be mapped. Gallaway Enterprises will obtain aerial photography of the site, using readily available resources. All wetland resources will be mapped and typed according to USACE Feb 2016 standard mapping standards. A formal Delineation of Waters of the US and Aquatic Resources report per the 1987 Wetland Delineation Manual and Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (2008, version 2) will be submitted to the client. The Delineation of Waters of the US will be considered draft until the USACE provides a jurisdictional determination. The delineation report will also be compliant with the following regulatory guidance documents and standards:

- A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States, August 2008
- Map and Drawing Standards for the South Pacific Division Regulatory Program, February 2016
- September 2008 Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (version 2.0)
- USACE Minimum Standards for Acceptance of Aquatic Resource Delineation Reports, January 2016

Deliverables:

- Draft delineation of aquatic resources

Farmlands – Farmland Memo, Mapping, and Form AD 1006

The land immediately adjacent and within the project site is designated as "unique farmland", "prime farmland" and "grazing" by the Department of Conservation's Farmland Mapping & Monitoring Program. If there are temporary or permanent impacts to adjacent parcels with these designations preparation of an AD-1006 form and submittal to the Natural Resource Conservation Service (NRCS) is necessary. Impacts will be determined using the Farmland Mapping and Monitoring Program GIS database in relation to project drawings supplied by Consor. The information will be summarized in a draft Farmland Memo along and Farmland Conversion Impact Rating for Corridor Type Projects and supplied to Caltrans for use in their consultation with NRCS. The results of the analysis and consultation will be used to support discussions in the Agricultural Resources section of the County's CEQA document.

Deliverables:

- Draft AD-1006 form, Farmland Impact Map, Results Summary Letter. One round of review by Consor, NRCS and the County

Cultural Studies

Prepare Area of Potential Effect (APE) Maps

ALTA will prepare APE maps for the undertaking as defined in Caltrans Standard Environmental Reference (SER) Exhibit 2.6-Historic Property Survey Report Format and Content Guide and Exhibit 5.1-Archaeological Survey Report Format and Content Guide. This task involves coordinating with Caltrans and County staff to obtain APE maps that have been signed by Caltrans and County representatives.

Background Research and Literature Review

ALTA will conduct a records search at the California Historical Resources Information System, located at the Northwest Information Center (NWIC). The Information Center is the primary repository for cultural resources information that covers an 18-county area, including Mendocino County. The purpose of archival research is to identify any previously conducted archaeological surveys or known archaeological sites located on the subject properties and within a one-half-mile radius of the project area(s). Ethnographic and historic literature will be reviewed to create background contextual information relevant to the project area. Archival research will be conducted at the local museums and county offices.

Native American Outreach

ALTA will remit a letter to the Native American Heritage Commission (NAHC) to request a review of the Sacred Lands Files. ALTA will consult with the County and Caltrans regarding the process for outreach efforts to tribal groups and individuals. Consultation with local tribes will be completed to inform them of the proposed project and solicit input regarding tribal knowledge of cultural resources that may be within the project area. A tribal representative will be invited to participate in the field survey. Comments and information provided by the Native American community and government agencies will be provided in the draft and final reports.

Phase I - Field Survey

ALTA staff will conduct an on-site field reconnaissance of the entire APE. The APE will be intensively examined for cultural resources. A complete inventory entails systematic pedestrian examination of the ground surface. In accordance with established standards, field reconnaissance will be conducted using transects spaced no more than 10 meters apart. Any artifacts or cultural materials identified will be logged, photographs and the location recorded in the field. No materials will be collected as part of the field work.

The field crew will maintain daily field notes and the findings will be made available immediately following the field investigation. All resources identified within the project area will be recorded using the standard State of California Department of Parks and Recreation Archaeological Site Forms. A cultural resource shall have a minimum age of 45 years. As cultural resources are located during survey, approximate boundaries will be delineated and the location of the resource plotted on topographic maps. Global Positioning System (GPS) mapping of each auger will be undertaken. Site recordation will include site and feature mapping, completing of site record forms, and photography. All photographs will be done in a digital format. An evaluation of the impact agents and structural condition will be noted for each resource in the project area. As appropriate, a limited narrative will be provided to further describe the nature, extent, and location of resources.

Archaeological Survey Report (ASR) and Historic Properties Survey Report

ALTA will prepare an ASR and a Historic Properties Survey Report (HPSR) in accordance with the format and content outlined in Caltrans Standard Environmental Reference (SER) Exhibit 2.6-Historic Property Survey Report Format and Content Guide and Exhibit 5.1-Archaeological Survey Report Format and Content Guide. The ASR and HPSR will include a summary of the identification efforts undertaken in the study, consultation with agencies and local governments, provide a summary of archaeological methods and findings, and make preliminary recommendations for appropriate treatment and/or evaluation of resources. The ASR and HPSR will be sufficient to satisfy requirements defined in Section 106 NHPA. One draft copy will be submitted to the Client in a digital format (MS Word and PDF) for review and comment.

Deliverables:

- APE maps
- ASR and HPSR
- Cultural Studies- SOW Assumptions

The cultural scope of work assumes that no cultural resources will be present within the project area that require formal documentation. The budget assumes that up to 10 sign locations on Signable Location 1, four (4) sign locations on Signable Location 2, and 20 sign locations on Signable Location 4 will be surveyed. This budget assumes that one round of minor revisions to the ASR will be requested.

CEQA Categorical Exemption

Gallaway Enterprises assumes, based on the cursory review of the site and the proposed project activities that a CEQA Categorical Exemption (CE) supported by §15301(f) would be appropriate. Gallaway Enterprises assumes that Mendocino County has the ability to develop and process CEQA CE's, but we are prepared to support the development of a CE document for processing and approval.

Deliverables:

- Draft CE document for approval by the county

NEPA Categorical Exclusion

Regarding NEPA clearance, Caltrans as the FHWA designated Lead Agency typically handles all NEPA documentation utilizing supporting technical studies such as the NES

Deliverables:

- Draft support and facilitation of the NEPA CE approval process.

Clean Water Act (CWA) § 404 USACE Permit Facilitation

Gallaway Enterprises assumes that the proposed project will require a CWA § 404 Permit from the USACE. Projects of this nature are generally covered by Nationwide Permit (NWP) 14 (Linear Transportation Projects). NWP 14 applies to activities required for the construction, expansion, modification, or improvement of linear transportation project in Waters of the US Currently, for linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than ½ acre of Waters of the US. Gallaway Enterprises will prepare the appropriate USACE permit application based on 60% design and when it becomes available. In the event that impacts to waters of the US are less than 1/10th of an acre there may be the opportunity to process the §404 permit under what is referred to as a non-reporting NWP.

Deliverables:

- Draft permit applications
- Final applications delivered to USACE

Clean Water Act (CWA) § 401 Regional Water Quality Control Board (RWQCB) Certification Facilitation

Gallaway Enterprises will prepare the §401 permit application for a Water Quality Certification from the RWQCB. The submittal will include the current §401 Certification application form, the RWQCB fee calculator spreadsheet, an alternatives analysis (see below), a copy of information that will be submitted as part of the §404 permit application, and CEQA Compliance/Notice of Determination.

Pre-application consultation will be conducted to determine if any additional information will be required by the RWQCB. If any additional information is determined to be required by the RWQCB (information to augment the alternatives analysis), re-scoping may be necessary. Gallaway Enterprises will serve as the Client's representative during the application review process. Fees and scope for this task are based on current regulations in effect on the date of this proposal. If the RWCQB requests additional information after submittal of the permit, a re-scope will be required.

The application must also demonstrate the project is the Least Environmentally Damaging Practical Alternative (LEDPA).

To determine the LEDPA, the applicant must conduct an alternative analysis that involves a review of both off-site and on-site alternatives (depending on the level of impacts) to demonstrate that the proposed project is the LEDPA. It's our assumption that the project fit within the Tier 1 level of impacts and associated analysis. The Client will be responsible for all RWQCB application fees, which are not included in this proposal.

Deliverables:

- §401 Pre-Application
- Alternatives Analysis
- §401 Permit Application

Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife

Under the assumption that there are impacts to aquatic features and/or vegetation that are regulated by CDFW, Gallaway Enterprises will prepare the §1602 Streambed Alternation Agreement (SAA) application for submittal to CDFW via the Environmental Permit Information Management System (EPIMS) portal. The CDFW requires that construction drawings, as applicable, are a minimum of 60% complete and must accompany the permit application. Prior to submission of the permit application, Gallaway Enterprises may need to conduct a site visit with CDFW to assure that all desired information is included in our submittal. The cost of one site visit is included in

our estimate. The submittal typically includes the §1602 SAA application form, copies of the USACE and RWQCB permit applications, and CEQA Compliance/Notice of Determination. Gallaway Enterprises will serve as the client's representative during the application review process. Our cost estimate and scope for this task are based on current regulations in effect on the date of this proposal. The client will be responsible for all CDFW application and mitigation fees, which are not included in this proposal.

Deliverables:

- §1602 SAA Application submitted via EPIMS.

Compensatory Mitigation Facilitation

If compensatory mitigation is required by regulatory agencies as part of the potential need for 404, 401, and 1602 permits and agreements, Gallaway Enterprises will work with Consor and the County to identify available options to purchase credits which may be in the form of a private mitigation bank, proponent sponsored mitigation or the National Fish and Wildlife Foundation (NFWF).

Deliverables:

- Coordinating compensatory mitigation purchases.

Environmental Commitment Record (ECR)

Upon receipt of all environmental permits and agreements, Gallaway Enterprises will draft an ECR to document all mitigation measures, Avoidance and Minimization Measures (AMMs), and conditions and requirements of the environmental permits. This document will be passed on to the engineering team as a live document so that the engineering conditions and requirements can be incorporated.

Deliverables:

- A draft ECR for use by the engineering and construction team raft Support and facilitation of the NEPA CE approval process.

Assumptions

- No tasks outside the agreed scope of work will be performed without additional payment. Should specific tasks be identified Gallaway will provide a written scope of work and cost estimate.
- This scope assumes no federal or state listed species will be impacted or affected by the proposed project. If Federal or state ESA consultation is required a scope and cost modification will be required.
- If revisions to the technical memos/reports are required based on changes to the project description or design, or if Gallaway needs to manipulate design files to integrate them into GIS, additional budget may be required.
- Any requested format changes regarding standard Caltrans' templates posted to Caltrans Standard Environmental Reference website after the project analysis has begun will require a scope and cost modification.

Task 4 – Reserved

Not used for this project.

Task 5 – Geotechnical Investigations

Crawford will complete the following tasks as part of the geotechnical scope of services:

Task 5.1 Field Preparation and Permits

- Meet with the design team to review preliminary plans and discuss project design needs, goals, and schedule.
- Visit the site to mark boring locations for USA North 811.
- Obtain a Mendocino County Encroachment Permit.

Task 5.2 Subsurface Exploration

To assess the subgrade soil conditions in the proposed flatwork improvement areas along Crawford Road, Crawford will perform five (5) to seven (7) shallow hand auger borings (hand auger about every 750 to 1,000 ft) to depths less then 5 feet deep. Crawford will visually classify the soils, collect the soil in bags for laboratory testing, and backfill the hand augers with native soils. Traffic control will consist of a shoulder closure.

To assess the subsurface conditions at the proposed flatwork improvement areas along South State Street, Crawford will perform two pavement cores through the paved shoulder. Crawford will measure the asphalt and aggregate base thickness, visually classify the soils, collect the soil in bags for laboratory testing. The core will be backfill with sand, capped with quick dry concrete, and dyed black to match the asphalt surface.

Task 5.3 Laboratory Testing

We propose the following laboratory tests on select, representative soil samples obtained from the exploratory borings (as necessary):

- Grain size analysis and plasticity index
- Expansion Index

Task 5.4 Geotechnical Memorandum

Crawford will perform engineering analyses to support the geotechnical conclusions and recommendations and prepare a Geotechnical Memorandum for the proposed improvements including the following:

- Scope of work.
- Project description.
- Subsurface soil conditions.
- Laboratory testing.
- Minimum unreinforced flatwork section recommendations for the planned sidewalks.
- Geotechnical recommendations for grading include excavatability, stability, and fill placement and compaction.
- Limitations.
- Vicinity Map, Exploration Map with recommended dig out locations, Geologic Map, and Fault Map.
- Boring and Core logs with laboratory test results.

Deliverables:

- Draft and Final Geotechnical Memorandum

Optional Task: Advanced Curve Warning Signs

The alignment for proposed advance curve warning signs is greater than 30 miles. If geotechnical recommendations are needed for the advanced warning signs, Crawford has provided an optional scope of performing up to three days of hand augers and/or dynamic cone penetrometer (DCP) boings within the improvement areas to collect disturbed samples or apparent consistency information. DCP tests will be performed at the sign locations to obtain an apparent consistency. Crawford will visit the sites to mark our boring locations for USA North 811 and obtain a Mendocino County Encroachment Permit. Traffic control would vary based on the actual exploration location(s). For the optional task, we assume that a lane closure would be required. Recommendations for the sign piles such as depth to competent material would be provided in the Geotechnical Memorandum in Task 4. The level of geotechnical work may vary based on the type and location of the advance curve warning signs.

Assumptions

- Rights-of-entry and access to the exploration locations will be provided for the subsurface exploration.
- The site will be surveyed by others.
- Boring permits will not be required from the County Environmental Health Division due to shallow sample depths.
- The Country will waive the encroachment permit fee.
- No contaminated soil or groundwater issues are present that would require containment.
- Pavement cores will be backfilled with dyed black concrete, placement of hot mix asphalt is beyond the scope of our services.
- A City of Ukiah encroachment permit is not required and work will occur within the County right-of-way.
- The proposed curve signs are minor and will use Country standards for design; geotechnical drilling for the advance warning signs is not warranted.

Task 6 – Reserved

Not used for this project.

Task 7 – Project Design

Task 7.1 Preliminary Project Design - 35% Plans and Estimate

Consor will work with Mendocino County to determine the project Design Criteria that sets the geometric design parameters for sidewalks, pedestrian paths, crosswalks, signage, safety features, and other roadway improvements. This not only accelerates the design phase but also identifies key design elements that are important to the various communities with improvements in Mendocino County. With project impacts and costs being tied to the HSIP Cycle 11 grant rules and regulations, the project preliminary design concepts will provide the confidence that we are proposing the correct geometric design(s) for the project.

Our team anticipates up to two alternatives being developed for use in the 35% Design process and performance evaluation. The preliminary geometric plans will be submitted to the County for review of the project's geometric features using the existing topographic base mapping and digital terrain surface. Consor will develop 50-scale 35% preliminary geometric plans based on the topographic mapping and aerial photography.

Consor will develop a planning level cost estimate for each alternative.

Deliverables:

- Draft Geometric Plans
- Final Geometric Plans
- Planning Level Estimates

Task 7.2 Right-of-Way Needs

Based on the approved 35% GADs for the preferred alternative, Consor will finalize the right-of-way needs

determination. This document will include APNs, Ownership of Parcel, and areas of temporary and permanent right-of-way needs for the project. This information will be presented in a graphic format with the information clearly summarized in a table (Excel format).

Deliverables:

- Draft and Final Right-of-Way Needs Map
- Right-of-Way Needs and Relative Order of Magnitude (ROM) Estimate for ROW Needs

Task 7.3 65% Plans and Estimate Submittal

The 35% Preliminary Project Design together with input received during the completion of the environmental phase, will be the basis for preparation of the 65% Plans, Specifications, and Estimates (PS&E). Consor will refine preferred alternatives based on community input, safety analysis, and technical feasibility, complete the preparation of the Draft 65% PS&E (unchecked details).

Preparation of the 65% PS&E may include completion of the following subtasks, but are not limited to:

Consor will prepare draft pedestrian sidewalk, ADA ramp, crosswalk and roadway contract plans. Consor will complete the roadway design, construction traffic control plan, and associated civil designs in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and Caltrans Highway Design Manual (with Consor consultation). A full set of detailed roadway and civil plans will be prepared including, as necessary, Title Sheet, Typical Cross Sections, Survey Control Plan, Layout and Profile, Grading Plan, Construction Details, Signing & Striping Plan, and Erosion Control Plan sheets using County-supplied title blocks.

It is anticipated that the following types of plan sheets will be needed as shown in the table included to the right.

Consor will prepare and submit 65% Plans to the County for review and comment. This scope allows a PDT Meeting to be held after the review period to expedite the comment period and to assist in the communication within the Team.

Quantities & Cost Estimate

Consor 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 County or included in the latest Caltrans Cost Data.

Estimated Number of Plan Sheets (dependent upon selected alternative)	
Sheet Type	**Estimated No. of Sheets**
Title Sheet	1
Construction Staking Survey Control Data	1
Typical Cross Sections	2
Layouts	4
Construction Details	4
Temporary Water Pollution Control Plan	2
Temporary Water Pollution Control Details	2
Temporary Water Pollution Control Quantities	1
Drainage Plan/Profile	2
Drainage Quantities	2
Utility Plan	2
Utility Details	2
Construction Area Signs	2
Traffic Handling Plan	2
Traffic Handling Details	1
Traffic Handling Quantities	1
Pavement Delineation and Sign Plan	4
Pavement Delineation and Sign Details	2
Pavement Delineation and Sign Quantities	2
Summary of Quanitities	3
Erosion Control Plan	2
Erosion Control Details	1
Erosion Control Quantities	1
Total Estimated Sheets	**46**

65% Plans and Estimate Submittal

Consor will submit the 65% plans, notice to contractors and special provisions, and construction cost estimate to the County for review and comment. At the time of submittal, Consor will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables

- Draft 65% Plans
- Final 65% Plans
- Engineer's Estimate

Task 7.4 - Independent Design Check

An independent check of the design will be performed at this stage. The plans will be reviewed for completeness, constructability, and conformance to design criteria as approved in the Project Report. This involves a completely independent analysis of the project using the 65% Plans by an engineer that has not been directly involved in the design. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised as appropriate.

Task 7.5 - Prepare Special Provisions

Consor will prepare contract technical specifications to be submitted at the 90% and 100% submittals. The technical specifications will be based on the latest Caltrans Standard Specifications and Special Provisions. Consor will merge the County's boilerplate specifications with the technical specifications and will ensure their consistency. The final Special Provisions will be ready for project advertisement by the County.

Task 7.6 - Prepare Quantities and Estimate

Consor will prepare cost estimates for the proposed project at the 65%, 90%, and 100% submittals. Quantities will be developed in accordance with standard Caltrans pay items. Caltrans Construction Cost Database or other databases, as directed by the County, will be used to estimate item prices. Project estimates will show individual pay items, quantities, and costs as well as a project cost summary, including appropriate supplemental work items and contingencies.

Task 7.7 - Quality Assurance/Quality Control Program

Consor has a QA/QC Program that will assign a senior level engineer to review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability. The review will include comparing plans for conflicts or inconsistencies, and to assure that the final design is in accordance with all Environmental Documents, Project Report, permit requirements, drainage reports, and geotechnical recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to assure that each construction item has been covered.

Task 7.8 - Submit 90% Draft PS&E

Consor will prepare and submit 90% PS&E to the County for review.

Task 7.9 - 100%/Final Bid Documents (Signed PS&E) Submittal

The 90% plans will be reviewed and approved by the County to authorize the production of 100%/final bid documents. This phase will incorporate comments from the draft plans, specifications, and estimate and produces final plans, specifications, and estimate ready for advertisement. Upon receiving comments from the County, each comment will be reviewed, discussed and addressed in writing. All apparent conflicts will be resolved in person or via telephone/email as necessary. Final signed set of plans, specifications, and estimate will be provided to the County for project advertisement and bidding.

Deliverables

- Responses to all County comments from 65% review
- Independent Check of Project Plans at 65% design
- 90% PS&E
- QA/QC of 90% PS&E
- 100%/Final Signed PS&E

Task 8 – Right-of-Way Support Services (Optional)

As needed, BRI is available to provide expertise in all phases of right-of-way services, from capital cost estimates through possession and the close of escrow. BRI's tasks may include right-of-way management, the preparation of federally compliant USPAP 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, closing, and Caltrans certification.

Right-of-Way Management: Project Management will include budget and cost controls, scheduling, progress reporting, risk management, QA/QC, and making recommendations on right-of-way issues.

Deliverables: Bi-weekly updates; attendance at project meetings as required.

Restricted Appraisal Services: BRI will prepare a restricted appraisal for the portion of each ownership or parcel to be acquired (including temporary construction easements). The reports will be a limited narrative that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

Deliverables: Electronic Restricted Appraisal Reports that meet all State and Federal Standards.

Appraisal Review Services: BRI has enlisted the expertise of Sierra West Valuation for Independent Appraisal Reviews. Upon completion of the review, the appraisal and a USPAP Standard 3 and 4 compliant review report will be provided and forwarded to the County for approval of Just Compensation.

Deliverables: Independent Appraisal Review Certificates.

Acquisition Services: Upon establishment of Just Compensation and approval to acquire from the County, BRI will develop the contract and conveyance documents necessary to make the offers and acquire the necessary rights. BRI will then convey documents until acceptance or impasse is reached. Finally, BRI will prepare a final file for each parcel, ensuring that it has been quality checked and meets State and Federal reporting requirements.

Deliverables: Acquisition of temporary and permanent property rights, with files on each negotiation, acquisition, and project settlement.

Escrow Services: BRI will deliver documents and checks to the escrow company, review all documents for submission to the escrow company, and review all final title and escrow documents. We will apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office.

Deliverables: Preliminary Title Reports; Facilitate Title and Escrow support as outlined above.

Caltrans Right-of-Way Certification: BRI will coordinate with Caltrans District 1 to supply all required documentation for the draft and final Right-of-Way Certification Document 13-B at certification level 1 or 2.

Deliverables: One (1) draft and one (1) final Right-of-Way Certification Document 13-B at certification level 1 or 2.

Task 9 – Reserved

Not used for this project.

Assumptions and Exclusions

- Mendocino County will provide timely access to existing data, facilities, and project sites.
- Environmental and right-of-way support are contingent upon timely agency reviews and approvals.
- All design will conform to County standards and Caltrans specifications.
- Construction oversight is assumed to be managed by the County or its designated contractor.

Schedule and Timeline

The project schedule is aligned with the HSIP Cycle 11 deadlines, with key milestones as follows:

Milestone	Date	Description
RFP Release	June 10, 2025	Project announcement and proposal solicitation
Proposal Due	July 21, 2025	Final proposal submission deadline
Contract Award	September 2025	County approval and contract execution
Project Kickoff	September 2025	Formal project initiation
Environmental Clearance	February 2026	Environmental approval obtained
Final PS&E	July 2026	Complete design documentation
Construction Notice to Proceed	Spring 2027	Construction begins
Construction Completion	Summer 2027	Project completion and closeout

Note: Dates are preliminary and subject to adjustment upon contract approval.

Deliverables Summary

Deliverable	Timing
Project Kickoff Agenda and Minutes	Within 2 weeks of contract award
Survey Control and Geotechnical Reports	1-2 months after kickoff
Confirmation of Crash Analysis, Systemic Signage, and Pedestrian Improvement Needs	2 months after kickoff
Conceptual (35% Design)	3 months after kickoff
Environmental Documents	6 months after kickoff
Final Design Plans and Permits	7-10 months after kickoff
Construction Bid Package	11 months after kickoff
Construction Support and As-Built Plans	During construction and at project closeout

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 *Ca/trans 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.

Consor Cost Proposal - Mendocino County Systemic Improvements and Sidewalks on Roadway Segments

Task No.	Project Number: Project Number	Project Name: Mendocino County - Systemic																					
	TASKS	Principal Engineer	Principal Engineer	Principal Engineer	Professional Engineer	Professional Engineer	Engineering Designer	Engineering Designer	Engineering Designer	Project Coordinator	Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours	LACO (Survey)	Gallaway (Environmental)	ALTA Archaeological Consulting (Cultural)	Crawford & Associates (Geotech)	Bender Rosenthal (Right-of-Way) [Optional]	Subconsultant Subtotal
		JPJ	MAS	BC	BH	KCB	EG	AB	HGA	PrCo		Direct Labor	Labor + OH Multiplier	Fee Multiplier	Actual Labor Multiplier									
No.	Initial Hourly Rate	$114.45	$93.01	$98.56	$50.95	$57.98	$39.19	$37.77	$48.73	$46.00														
	Key Personne	Yes	No	No	No	No	No	No	No	No														
	Prevailing Wage	No	No	No	No	No	No	No	No	Yes														
	OT Eligible	No	No	No	No	No	No	No	No	Yes			2.9321	12%	3.2840									
1.0	Task 1: Project Management and Coordination										0	$0	$0	$0.00	$0	$0	$ 96,910	396						$0
1.1	Kick off Meeting		12		12	12					36	$2,423	$7,105	$852.63	$7,958	$8,157								$0
1.2	Preliminary Research		4		8	8	8				28	$1,557	$4,565	$547.83	$5,113	$5,241								$0
1.3	Field Walk meeting (on site)		12		12	12					36	$2,423	$7,105	$852.63	$7,958	$8,157								$0
1.4	PDT Meetings		24		16	8	8				56	$3,825	$11,215	$1,345.76	$12,560	$12,875								$0
1.5	Project Management		160							80	240	$18,561	$54,424	$6,530.88	$60,955	$62,481				$27,135				$27,135
1.6	Public Outreach (Optional TBD if needed)										0	$0	$0	$0.00	$0	$0								$0
2.0	**Task 2: Survey and Mapping**										0	$0	$0	$0.00	$0	$0	$ 6,621	32						$0
2.1	Topographic Survey & Mapping		4		16						20	$1,187	$3,481	$417.73	$3,899	$3,996			$95,000					$95,000
2.2	Right-of-Way Retracement Survey		4		8						12	$780	$2,286	$274.32	$2,560	$2,624			$20,483					$20,483
3.0	**Task 3: Environmental Studies and Documentation**										0	$0	$0	$0.00	$0	$0	$ 39,090	198						$0
3.1	Preliminary Environmental Study		4	2	8		24				38	$1,917	$5,622	$674.61	$6,296	$6,454				$38,521				$38,521
3.2	Natural Environmental Study - Minimal Impacts		4		12		12				28	$1,454	$4,262	$511.49	$4,774	$4,893				$33,178				$33,178
3.3	Delineation of Acquatic Resources		4		8						12	$780	$2,286	$274.32	$2,560	$2,624				$9,594				$9,594
3.4	Farmland Memo, Mapping and Form AD 1006		4		8						12	$780	$2,286	$274.32	$2,560	$2,624				$7,564				$7,564
3.5	Cultrual Studies (APE Maps/ ASR/HPSR)		8	2	8		8				26	$1,662	$4,874	$584.89	$5,459	$5,596					$35,307			$35,307
3.6	CEQA Categorical Exemption		2	2	8						12	$791	$2,319	$278.22	$2,597	$2,662				$5,342				$5,342
3.7	NEPA Categorical Exclusion		2		4						6	$390	$1,143	$137.16	$1,280	$1,312				$3,676				$3,676
3.8	404 - Clean Water Act / USACE Permit		4		8						12	$780	$2,286	$274.32	$2,560	$2,624				$7,260				$7,260
3.8	401 - Regional Water Quality Control Board		4		8						12	$780	$2,286	$274.32	$2,560	$2,624				$8,648				$8,648
3.9	1602 - Streambed Alteration Agreement / CDFW		4		8						12	$780	$2,286	$274.32	$2,560	$2,624				$8,648				$8,648
3.1	Compensatory Mitigation		2		8		8				18	$907	$2,660	$319.18	$2,979	$3,054				$3,623				$3,623
3.11	Environmental Commitment Record (ECR)		2		8						10	$594	$1,741	$208.87	$1,949	$1,998				$5,845				$5,845

Consor Cost Proposal - Mendocino County Systemic Improvements and Sidewalks on Roadway Segments

Task No.	Project Number: Project Number	Project Name: Mendocino County - Systemic																					
	TASKS	Principal Engineer	Principal Engineer	Principal Engineer	Professional Engineer	Professional Engineer	Engineering Designer	Engineering Designer	Engineering Designer	Project Coordinator	Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours	LACO (Survey)	Gallaway (Environmental)	ALTA Archaeological Consulting (Cultural)	Crawford & Associates (Geotech)	Bender Rosenthal (Right-of-Way) [Optional]	Subconsultant Subtotal
		JPJ	MAS	BC	BH	KCB	EG	AB	HGA	PrCo		Direct Labor	Labor + OH Multiplier	Fee Multiplier	Actual Labor Multiplier									
No.	Initial Hourly Rate	$114.45	$93.01	$98.56	$50.95	$57.98	$39.19	$37.77	$48.73	$46.00														
	Key Personne	Yes	No	No	No	No	No	No	No	No														
	Prevailing Wage	No	No	No	No	No	No	No	No	Yes														
	OT Eligible	No	No	No	No	No	No	No	No	Yes			2.9321	12%	3.2840									
4.0	**Task 4: Geotechnical Investigation**										0	$0	$0	$0.00	$0	$0	$ 4,399	24						$0
4.1	Field Preparation and Permits				4						4	$204	$598	$71.71	$669	$686						$3,608		$3,608
4.2	Subsurface Exploration				8						8	$408	$1,195	$143.41	$1,339	$1,372						$5,389		$5,389
4.3	Laboratory Testing				2						2	$102	$299	$35.85	$335	$343						$623		$623
4.4	Geotechnical Memorandum		2		8						10	$594	$1,741	$208.87	$1,949	$1,998						$5,888		$5,888
4.5	Optional Geotechnical for Advance Curve Warning Signs (TBD)										0	$0	$0	$0.00	$0	$0								$0
7.0	**Task 7: Project Design**										0	$0	$0	$0.00	$0	$0	$ 271,183	1648						$0
7.1	Preliminary Project Design - 35% Plans & Estimate		16	8	120	80	112	100			436	$21,195	$62,147	$7,457.61	$69,604	$71,346								$0
7.2	Right-of-way Needs		4		20	24					48	$2,783	$8,159	$979.05	$9,138	$9,366								$0
7.3	65% Plans & Estimate Submittal		12	12	120	100	120	160			524	$24,957	$73,176	$8,781.11	$81,957	$84,008								$0
7.4	Independent Design Check								60		60	$2,924	$8,573	$1,028.74	$9,602	$9,842								$0
7.5	Quantities Check/Estimate		4		40		40	40			124	$5,488	$16,093	$1,931.12	$18,024	$18,475								$0
7.6	Final Specifications		4		16	60					80	$4,666	$13,681	$1,641.75	$15,323	$15,707								$0
7.7	QA/QC of 90%			24							24	$2,365	$6,936	$832.28	$7,768	$7,962								$0
7.8	90% PS&E Submittal		8	4	60		60	80			212	$9,568	$28,055	$3,366.63	$31,422	$32,208								$0
7.9	100% PS&E		4	4	24		24	24			80	$3,836	$11,248	$1,349.75	$12,598	$12,913								$0
7.10	Final Signed PS&E / Bid Ready Documents		4		20		20	16			60	$2,779	$8,149	$977.85	$9,127	$9,355								$0
											0	$0	$0	$0.00	$0	$0								$0
	Subtotal - Hours	0	322	58	610	304	444	420	60	80	2298	$124,238.36	$364,279.29	$43,713.51	$407,992.80	$418,204	$ 418,204	2298						0
	Anticipated Salary Increases											$3,109.55	$9,117.51	$1,094.10	$10,211.62					$ 3,975.88		388		
	Other Direct Costs											2100			$2,100.00	$2,100.00			$5,498	$2,580		$9,794		17,872
	Total Cost	$0	$29,949	$5,716	$31,080	$17,626	$17,400	$15,863	$2,924	$3,680	$124,238	$127,348	$373,397	$44,808	$420,304	$420,304			$120,981	$165,591	$35,307	$25,689	$0	$347,568

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Mendocino County - Systemic

Consultant Consor North America, Inc.

Project No. Project Number Contract No. Contract No Date 7/21/2025

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer	*	Jurrens, Jason	JPJ	0	$ 114.45	$80 - $170	$ -
Principal Engineer		Sanchez, Michael	MAS	322	$ 93.01	$80 - $170	$ 29,948.90
Principal Engineer		Chase, Brian	BC	58	$ 98.56	$80 - $170	$ 5,716.48
Professional Engineer		Hayashi, Brad	BH	610	$ 50.95	$45 - $100	$ 31,079.50
Professional Engineer		Beltran, Kevin	KCB	304	$ 57.98	$45 - $100	$ 17,625.92
Engineering Designer		Galea, Elise	EG	444	$ 39.19	$35 - $95	$ 17,400.36
Engineering Designer		Borde, Andrew	AB	420	$ 37.77	$35 - $95	$ 15,863.40
Engineering Designer		Gutierrez Angel, Hernan	HGA	60	$ 48.73	$35 - $95	$ 2,923.80
Project Coordinator	** #	Project Coordinator	PrCo	80	$ 46.00	$40 - $60	$ 3,680.00
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			Subtotal:	2298			$ 124,238.36

LABOR COSTS

a) Subtotal Direct Labor Costs $ 124,238.36

b) Anticipated Salary Increases (see page 2 for calculation) $ 3,109.55

c) **Total Direct Labor Costs** [(a) + (b)] $ 127,347.91

INDIRECT COSTS

d) Fringe Benefits (Rate: 62.25%): e) Total Fringe Benefits [(c) x (d)] $ 79,274.07

-f) Overhead (Rate: 0.01%): g) Overhead [(c) x (f)] $ (12.73)

h) General and Administrative (Rate: 130.97%): i) Gen & Admin [(c) x (h)] $ 166,787.56

j) Total Indirect Costs [(e) + (g) + (i)] $ 246,048.89

FIXED FEE k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00% $ 44,807.62

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	3000	Miles	$ 0.700	$ 2,100.00
Per Diem/Hotel		Day	$ -	$ -
Equipment Rental and Supplies		EA	$ -	$ -
Permit Fees		EA	$ -	$ -
Vendor Reproduction				$ -
Vellum		EA		$ -
81/2 X 11 Reproduction		EA		$ -
11 X 17 Reproduction		EA		$ -
Mounting Boards for Presentations		EA		$ -
Newsletters (Translation and printing)		EA		$ -
Title Report		EA		$ -
Miscellaneous				$ -
			l) **TOTAL OTHER DIRECT COSTS**	$ 2,100.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

LACO (Survey)	$ 120,981.37
Gallaway (Environmental)	$ 165,591.04
ALTA Archaeological Consulting (Cultural)	$ 35,307.19
Crawford & Associates (Geotech)	$ 25,688.65
Bender Rosenthal (Right-of-Way) [Optional]	$ -
0	$ -
0	$ -
0	$ -
0	$ -
m) **TOTAL SUBCONSULTANTS' COSTS**	$ 347,568.25
n) **Total Other Direct Costs INCLUDING SUBCONSULTANTS** [(l)+(m)]	$ 349,668.25
TOTAL COST [(c) + (j) + (k) + (n)]	$ 767,872.67

NOTES:

1. 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.
2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
3. Anticipated salary increases calculation (page 2) must accompany.
4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.
5. Employees considered"Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

Exhibit 10-H1 Cost Proposal Page 2 of 3

Cost-Plus-Fixed Fee or Lump Sum or 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**
$	124,238.36	2298	=	$54.06	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	$54.06	+	5%	=	$56.77	Year 2 Avg Hourly Rate
Year 2	$56.77	+	5%	=	$59.61	Year 3 Avg Hourly Rate
Year 3	$59.61	+	5%	=	$62.59	Year 4 Avg Hourly Rate
Year 4	$62.59	+	5%	=	$65.72	Year 5 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	50.00%	*	2298	=	1149	Estimated Hours Year 1
Year 2	50.00%	*	2298	=	1149	Estimated Hours Year 2
Year 3	0.00%	*	2298	=	0	Estimated Hours Year 3
Year 4	0.00%	*	2298	=	0	Estimated Hours Year 4
Year 5	0.00%	*	2298	=	0	Estimated Hours Year 5
	Total		Total	=	2298	

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	$54.06	*	1149	=	$62,119.18	Estimated Hours Year 1
Year 2	$56.77	*	1149	=	$65,228.73	Estimated Hours Year 2
Year 3	$59.61	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$62.59	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$65.72	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$127,347.91	
			Direct Labor Subtotal before Escalation	=	$124,238.36	
			Estimated total of Direct Labor Salary Increase	=	**$3,109.55**	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.

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:

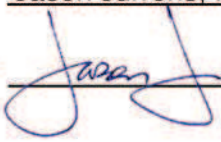
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, 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: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 7/21/2025

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

*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:

Engineering Design Services. Crosswalk Signal Design and Construction Support Services. Optional Drainage Design.

EXHIBIT 10-HI 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 **X Prime Consultant** **Subconsultant** 2nd Tier Subconsultant

Consultant **LACO Associates**

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal Surveyor	Chad Mosier	36	$75.00	$2,700.00
Professional Surveyor	Matt Hennan	200	$69.71	$13,942.00
Survey Chief	Evan Trumper	93	$44.00	$4,092.00
Survey Rodman	James Cole	93	$42.00	$3,906.00
Survey Technician 1	Evan Trumper	160	$44.00	$7,040.00
Survey Technician 2	James Cole	22	$42.00	$924.00
Principal Engineer 3	Name7	0	$0.00	$0.00
Professional Engineer 3	Name8	0	$0.00	$0.00
Senior CAD Designer I	Name9	0	$0.00	$0.00
Engineering Designer 3	Name IO	0	$0.00	$0.00
Engineering Designer 4	Name II	0	$0.00	$0.00
Principal Engineer 5	Name12	0	$0.00	$0.00
Professional Engineer 6	Name 13	0	$0.00	$0.00
Senior CAD Designer 3	Name 14	0	$0.00	$0.00
Admin I	Name 15	0	$0.00	$0.00
		604		

LABOR COSTS

a) Subtotal Direct Labor Costs $32,604.00

b) Anticipated Salary Increases $0.00

c) TOTAL DIRECT LABOR COSTS [(a)+ (b)) $32,604.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 60.00%) e) Total Fringe Benefits [(c) x (d)] $19,562.40

f) Overhead (Rate: 101.00%) g) Overhead [(c) x (f)] $32,930.04

h) General and Administrative (Rate: 61.00%) i) Gen & Admin [(c) x (h)] $19,888.44

222.00%

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $72,380.88

FIXED FEE 10.00% **k) TOTAL FIXED FEE** [(c) + (j)] x (q)] $10,498.49

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1040	Miles	$ 0.700	$ 728.00
Equipment - Survey		LS	$ 1,500.00	$ 1,500.00
Equipment - Survey	II	LS	$ 70.00	$ 770.00
ODC3	0	LS	$ 1.00	$
ODC4	0	LS	$ 1.00	$
			0	$ 2,998.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Aerotas	$2,500.00
Sub 2	
Sub 2	
Sub 4	
Sub 5	
Sub 6	

m) TOTALSUBCONSULTANTS'COSTS $2,500.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $5,498.00

TOTAL COST [(c) + (j) + (k) + (n)] **$120,981.37**

NOTES:

1. 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.
2. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-HI COST PROPOSAL Page 2 of3

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
$32,604.00	604	$53.98	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	$53.98	+	3.5%	$55.87	Year 2 Avg Hourly Rate
Year 2	$55.87	+	3.5%	$57.82	Year 3 Avg Hourly Rate
Year 3	$57.82	+	3.5%	$59.85	Year 4 Avg Hourly Rate
Year4	$59.85	+	3.5%	$61.94	Year 5 Avg Hourly Rate
Year 5	$61.94	+	3.5%	**$64.11**	Year 6 Avg Hourly Rate
Year 6	$64.11	+	3.5%	$66.36	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	100.00%	*	604.0	604.0	Estimated Hours Year 1
Year 2	0.00%	*	604.0	0.0	Estimated Hours Year 2
Year 3	0.00%	*	604.0	0.0	Estimated Hours Year 3
Year4	0.00%	*	604.0	0.0	Estimated Hours Year 4
Year 5	0.00%	*	604.0	0.0	Estimated Hours Year 5
Year 6	0.00%	*	604.0	0.0	Estimated Hours Year 6
Total	100%		Total	604.0	

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 I	$53.98	*	604.0	$32,604.00	Estimated Hours Year 1
Year 2	$55.87	*	0.0	$0.00	Estimated Hours Year 2
Year 3	$57.82	*	0.0	$0.00	Estimated Hours Year 3
Year4	$59.85	*	0.0	$0.00	Estimated Hours Year 4
Year 5	$61.94	*	0.0	$0.00	Estimated Hours Year 5
Year 6	$64.11	*	0.0	$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			$32,604.00	
	Direct Labor Subtotal before Escalation			$32,604.00	
	Estimated total of Direct Labor Salary Increase			**$0.00**	Transfer to Page 1

NU Ib :

I.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.

Exhibit 10-HI 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:	Chad C. Mosier	Title *:	VP Land Surveying Services
Signature:	Digitally signed by Chad Mosier DN: C=US, E=mosierc@lacoassociates.com, CN=Chad Mosier Date: 2025.07.17 16:36:13-07'00'	Date of Certification (mm/dd/yyyy):	July 17, 2025
Email:	mosierc@lacoassociates.com	Phone Number:	707-525-1222
Address:	1550 Airport Blvd #120, Santa Rosa, CA 95403		

*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:

Cost Proposal 1

Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Gallaway Enterprises**

Project No. **Mendocino HSIP** Contract No. _____ Date **7/17/2025**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Environmental Project Manager	Kevin Sevier		326	$46	$14,996.00
Senior Biologist	Jessica Sellers		160	$35	$5,600.00
Assistant Environmental Project Manager / Associate Planner	Anthony MacLaughlin		498	$42	$20,916.00
Associate Biologist	Nick Perazzo		12	$31	$372.00
Senior Botanist	Cheryl Ballntyne		158	$33	$5,214.00
Clerical	Ganna Kleppe		36	$28	$1,008.00

LABOR COSTS

a) Subtotal Direct Labor Costs $48,106.00

b) Anticipated Salary Increases (see page 2 for calculation) $ 1,202.65

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $49,308.65

INDIRECT COSTS

d) Fringe Benefits (Rate: 41.74%) e) Total Fringe Benefits [(c) x (d)] $ 20,581.43

f) Overhead & G&A (Rate: 158.80%) g) Overhead [(c) x (f)] $ 78,302.14

h) General & Admin (Rate:) i) Gen & Admin [(c) x (h)] $ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $ 98,883.57

FIXED FEE **k) TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 14,819.22

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Gallaway Fuel for travel (miles)	2400	1.00	$ 0.70	$ 1,680.00
lodging	6	1.00	$ 150.00	$ 900.00
				$ -
				$ -
				$ -
				$ -
				$ -

l) TOTAL OTHER DIRECT COSTS **$ 2,580.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $0.00

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) TOTAL SUBCONSULTANTS' COSTS $ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 2,580.00

TOTAL COST [(c) + (j) + (k) + (n)] **$ 165,591.44**

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Gallaway Enterprises**

Project No. Crawford - Covelo Contract No. _____ Date **6/25/2025**

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**
$ 48,106.00		1190	=	$ 40.43	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	$ 40.43	+	5%	=	$ 42.45	Year 2 Avg Hourly Rate
Year 2	$ 42.45	+	5%	=	$ 44.57	Year 3 Avg Hourly Rate
Year 3	$ 44.57	+	5%	=	$ 46.80	Year 4 Avg Hourly Rate
Year 4	$ 46.80	+	5%	=	$ 49.14	Year 5 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	50.00%	*	1190.0	=	595.0	Estimated Hours Year 1
Year 2	50.00%	*	1190.0	=	595.0	Estimated Hours Year 2
Year 3	0.00%	*	1190.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1190.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1190.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1190.0	

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	$ 40.43	*	595	=	$ 24,053.00	Estimated Hours Year 1
Year 2	$ 42.45	*	595	=	$ 25,255.65	Estimated Hours Year 2
Year 3	$ 44.57	*	0	=	$ -	Estimated Hours Year 3
Year 4	$ 46.80	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 49,308.65	
			Direct Labor Subtotal before Escalation	=	$ 48,106.00	
			Estimated total of Direct Labor Salary Increase	=	**$ 1,202.65**	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.

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 Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kevin Sevier

Title *: Vice President

Signature: Kevin Sevier

Date of Certification: 6/25/2025

Email: kevin@gallawayenterprises.com

Phone number: 530-332-9909

Address: 117 Meyers Street suite 120 Chico, CA 95928

* 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:

environmental consulting in support of CEQA and NEPA

Project:	Mendocino HSIP	Date:	7/17/2025					INTERNAL USE ONLY			
		Gallaway Enterprises									
No	Task	PM/ Sr. Planner	Env. Planner	Sr. Botanist	Sr. Biologist	Assoc. Biologist	Clerical	Labor Subtotals	200.54%	Fee 10%	Total/Task
	Initial Hourly Rates	$46	$42	$33	$35	$31	$28				
1	Project Management and Coordination	120	60				6	$8,208.00	$16,460.32	$2,466.83	$27,135.15
3a	PES	96	150	12		12	6	$11,652.00	$23,366.92	$3,501.89	$38,520.81
3b	NES	20	20	76	160		6	$10,036.00	$20,126.19	$3,016.22	$33,178.41
3c	DAR	8	4	70			2	$2,902.00	$5,819.67	$872.17	$9,593.84
3d	Farmland	12	40				2	$2,288.00	$4,588.36	$687.64	$7,564.00
3e	CEQA CE	12	24				2	$1,616.00	$3,240.73	$485.67	$5,342.40
3f	NEPA CE	12	12				2	$1,112.00	$2,230.00	$334.20	$3,676.20
3g	404	10	40				2	$2,196.00	$4,403.86	$659.99	$7,259.85
3h	401	10	50				2	$2,616.00	$5,246.13	$786.21	$8,648.34
3i	1602	10	50				2	$2,616.00	$5,246.13	$786.21	$8,648.34
3j	Compensatory Mitigation Facilitation	8	16				2	$1,096.00	$2,197.92	$329.40	$3,623.32
3k	ECR	8	32				2	$1,768.00	$3,545.55	$531.35	$5,844.90
	Subtotal-Hours	326	498	158	160	12	36	1190			
Total Labor		$14,996.00	$20,916.00	$5,214.00	$5,600.00	$372.00	$1,008.00	$48,106.00			
Escalation (5%)								$ 1,202.65	$2,411.79	$361.44	
Total Labor with ICR (200.54%)									$98,883.57		
Total Fee										$14,819.22	
Total Burdened Labor											$163,011.44
Total Subcontractors											$0.00
Total Sucontractors Direct Costs											
Total Direct Cost											$ 2,580.00
Total Labor/Direct Cost(including subcontractors)											$165,591.44

ALTA2025 Consor HSIP Mendocino

Labor Class	Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total	Cost
Principal Investigator A	$ 250.00	3.0		2.0	1.0	1.0	6.0	13.0	$ 3,250.00
Principal Investigator B	$ 195.37	5.0	8.0	20.0	10.0		40.0	83.0	$ 16,215.71
GIS Specialist A	$ 122.10	8.0	40.0			8.0	8.0	64.0	$ 7,814.40
Archaeologist A	$ 100.53					24.00	12.0	36.0	$ 3,619.08
Total Labor Cost									**$ 30,899.19**
Expense Category									
Travel (mileage)	0.70					540.0		540	$ 378.00
Tribal monitor	100.00					24.0		24.0	$ 2,400.00
Subsistence	260.00					3.0		3.0	$ 780.00
NWIC	200.00			4.0				4.0	$ 800.00
GPS (Trimble Geo7x)	50.00					1.0		1	$ 50.00
Total Expenses Cost:									**$ 4,408.00**
GRAND TOTAL									**$ 35,307.19**

Task 1-- Kick off
Task 2-- Prepare APE MAP
Task 3-- Background
Task 4-- NA Outreach
Task 5-- Survey
Task 6-- ASR/HPSR

Systemic Improvements and Sidewalks on Mendocino County Roadway Segments

6/25/2025

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

Crawford & Associates, Inc. - Tasks and Descriptions

		Principal *	Senior Project Manager *	Construction Services Director *	Project Manager III	Project Manager I	Senior Engineer II	Senior Engineer I	Senior Geologist	Project Engineer III / Geologist III	Project Engineer II / Geologist II	Project Engineer I / Geologist I	Staff Engineer / Geologist	Drafter	Project Coordinator	Administrative Assistant	Senior Technician	Staff Technician	Laborer Technician **	Soils/Asphalt Technician **	Concrete Technician **	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST PER TASK
	Crawford Staff	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD				
	Initial Hourly Rate	$ 76.90	$ 71.90	$ 69.97	$ 66.99	$ 61.60	$ 61.00	$ 57.42	$ 50.50	$ 47.60	$ 44.92	$ 41.33	$ 33.79	$ 32.50	$ 40.00	$ 31.00	$ 33.50	$ 30.50	$ 38.75	$ 51.25	$ 47.00				
Fringe Benefits	76.88%	$ 59.12	$ 55.28	$ 53.79	$ 51.50	$ 47.36	$ 46.90	$ 44.14	$ 38.82	$ 36.59	$ 34.53	$ 31.77	$ 25.98	$ 24.99	$ 30.75	$ 23.83	$ 25.75	$ 23.45	$ 29.79	$ 39.40	$ 36.13				
Overhead	126.37%	$ 97.18	$ 90.86	$ 88.42	$ 84.66	$ 77.84	$ 77.09	$ 72.56	$ 63.82	$ 60.15	$ 56.77	$ 52.23	$ 42.70	$ 41.07	$ 50.55	$ 39.17	$ 42.33	$ 38.54	$ 48.97	$ 64.76	$ 59.39				
G&A	20.00%	$ 15.38	$ 14.38	$ 13.99	$ 13.40	$ 12.32	$ 12.20	$ 11.48	$ 10.10	$ 9.52	$ 8.98	$ 8.27	$ 6.76	$ 6.50	$ 8.00	$ 6.20	$ 6.70	$ 6.10	$ 7.75	$ 10.25	$ 9.40				
Fixed Fee	10%	$ 24.86	$ 23.24	$ 22.62	$ 21.65	$ 19.91	$ 19.72	$ 18.56	$ 16.32	$ 15.39	$ 14.52	$ 13.36	$ 10.92	$ 10.51	$ 12.93	$ 10.02	$ 10.83	$ 9.86	$ 12.53	$ 16.57	$ 15.19				
	Hourly Rate	$ 273.44	$ 255.66	$ 248.80	$ 238.20	$ 219.03	$ 216.90	$ 204.17	$ 179.57	$ 169.25	$ 159.72	$ 146.96	$ 120.15	$ 115.56	$ 142.23	$ 110.23	$ 119.12	$ 108.45	$ 137.79	$ 182.23	$ 167.12				
TASK 1																									
	Field Preparation and Permits		2.00			4.00					10.00		4.00		1.00							21.00	$ 3,607.52	$ 116.00	$ 3,723.52
	Task 1 - Hours	0.00	2.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	10.00	0.00	4.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00	**$ 3,607.52**	**$ 116.00**	**$ 3,723.52**
TASK 2																									
	Subsurface Exploration					2.00						16.00			2.00	1.00			16.00			37.00	$ 5,388.67	$ 7,388.00	$ 12,776.67
	Task 2 - Hours	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	0.00	2.00	1.00	0.00	0.00	16.00	0.00	0.00	37.00	**$ 5,388.67**	**$ 7,388.00**	**$ 12,776.67**
TASK 3																									
	Laboratory Testing					1.00						2.00				1.00						4.00	$ 623.18	$ 2,290.00	$ 2,913.18
	Task 3 - Hours	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	4.00	**$ 623.18**	**$ 2,290.00**	**$ 2,913.18**
TASK 4																									
	Geotechnical Memorandum		2.00			2.00	3.00				6.00	16.00		6.00	2.00							37.00	$ 5,887.61	$ -	$ 5,887.61
	Task 4 - Hours	0.00	2.00	0.00	0.00	2.00	3.00	0.00	0.00	0.00	6.00	16.00	0.00	6.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	37.00	**$ 5,887.61**	**$ -**	**$ 5,887.61**
	Subtotal- Hours/Tasks	**0.00**	**4.00**	**0.00**	**0.00**	**9.00**	**3.00**	**0.00**	**0.00**	**0.00**	**16.00**	**34.00**	**4.00**	**6.00**	**5.00**	**2.00**	**0.00**	**0.00**	**16.00**	**0.00**	**0.00**	**99.00**			

TOTAL LABOR COST:	$ 15,506.98
TOTAL OTHER DIRECT COSTS:	$ 9,794.00
ANTICIPATED SALARY INCREASE:	$ 387.67
TOTAL ESTIMATED FEE:	**$ 25,688.66**

Overtime and Graveyard Charges May Apply
(*) Indicates Key Staff
(**) Indicates Prevailing Wage Classifications

OPTIONAL TASK

		Principal *	Senior Project Manager *	Construction Services Director *	Project Manager III	Project Manager I	Senior Engineer II	Senior Engineer I	Senior Geologist	Project Engineer III / Geologist III	Project Engineer II / Geologist II	Project Engineer I / Geologist I	Staff Engineer / Geologist	Drafter	Project Coordinator	Administrative Assistant	Senior Technician	Staff Technician	Laborer Technician **	Soils/Asphalt Technician **	Concrete Technician **	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	TOTAL COST PER TASK
	Advanced Curve Warning Signs		4.00		6.00			6.00		16.00		16.00							48.00			96.00	$ 15,349.96	$ 10,095.00	$ 25,444.96
	Optional Task - Hours	0.00	4.00	0.00	6.00	0.00	0.00	6.00	0.00	16.00	0.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	48.00	0.00	0.00	96.00	**$ 15,349.96**	**$ 10,095.00**	**$ 25,444.96**

TOTAL LABOR (Optional):	$ 15,349.96
TOTAL ODCs (Optional):	$ 10,095.00
TOTAL OPTIONAL TASK:	**$ 25,444.96**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

Mark-ups Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Crawford & Associates, Inc.**

Project No. _____ Contract No. _____ Date **6/25/2025**

Project Name **Systemic Improvements and Sidewalks on Mendocino County Roadway Segments**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal *	TBD	0	$76.90	$ -
Senior Project Manager *	TBD	4	$71.90	$ 287.60
Construction Services Director *	TBD	0	$69.97	$ -
Project Manager II	TBD	0	$66.99	$ -
Project Manager I	TBD	9	$61.60	$ 554.40
Senior Engineer II	TBD	3	$61.00	$ 183.00
Senior Engineer I	TBD	0	$57.42	$ -
Senior Geologist	TBD	0	$50.50	$ -
Project Engineer III / Geologist III	TBD	0	$47.60	$ -
Project Engineer II / Geologist II	TBD	16	$44.92	$ 718.72
Project Engineer I / Geologist I	TBD	34	$41.33	$ 1,405.22
Staff Engineer / Geologist	TBD	4	$33.79	$ 135.16
Drafter	TBD	6	$32.50	$ 195.00
Project Coordinator	TBD	5	$40.00	$ 200.00
Administrative Assistant	TBD	2	$31.00	$ 62.00
Special Inspector	TBD	0	$38.00	$ -
Senior Technician	TBD	0	$33.50	$ -
Staff Technician	TBD	0	$30.50	$ -
Special Inspector I (Masonry) **	TBD	0	$53.75	$ -
Special Inspector II (Welding) **	TBD	0	$53.75	$ -
Laborer Technician **	TBD	16	$38.75	$ 620.00
Soils/Asphalt Technician **	TBD	0	$51.25	$ -
Concrete Technician **	TBD	0	$47.00	$ -
		99		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 4,361.10

b) Anticipated Salary Increases (see page 2 for calculation) $109.03

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 4,470.13

INDIRECT COSTS

d) Fringe Benefits Rate: 76.88% e) Total Fringe Benefits [(c) x (d)] $ 3,436.63

f) Overhead Rate: 126.37% g) Overhead [(c) x (f)] $ 5,648.90

h) General & Administrative Rate: 20.00% i) Gen & Admin [(c) x (h)] $ 894.03

Combined ICR %: 223.25%

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 9,979.56

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10%] $ 1,444.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	560	Mile	$ 0.70	$ 392.00
Vehicle Charge	4	Day	$ 25.00	$ 100.00
Per Diem (Lodging)	2	Day	$ 110.00	$ 220.00
Per Diem (Meals)	2	Day	$ 68.00	$ 136.00
Traffic Control - Major (DBE)	1	Day	$ 2,000.00	$ 2,000.00
Traffic Control - Minor (DBE)	1	Day	$ 1,500.00	$ 1,500.00
Core Machine with Generator **	1	Day	$ 2,700.00	$ 2,700.00
Core Machine Bit	6	Inch	$ 3.00	$ 18.00
Wildcat DCP Tips	0	Each	$ 21.00	$ -
Hand Auger **	2	Day	$ 210.00	$ 420.00
Backfill	2	Bag	$ 9.00	$ 18.00
Laboratory Testing	1	Lump Sum	$ 2,290.00	$ 2,290.00
				$ 9,794.00

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: $ -

Subconsultant 2: $ -

m) TOTAL SUBCONSULTANT'S COSTS $ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] $ 9,794.00

TOTAL COST [(c) + (j) + (k) + (n)] **$ 25,688.66**

CALCULATIONS FOR ANTICIPATED SALARY INCREASE

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
$4,361.10	=	99	=	**44.05151515**	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	$44.05	+	5.0%	=	$46.25	Year 2 Avg Hourly Rate
Year 2	$46.25	+	5.0%	=	$48.57	Year 3 Avg Hourly Rate
Year 3	$48.57	+	5.0%	=	$51.00	Year 4 Avg Hourly Rate
Year 4	$51.00	+	5.0%	=	$53.54	Year 5 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	50%	*	99	=	49.50	Est Hours Year 1
Year 2	50%	*	99	=	49.50	Est Hours Year 2
Year 3	0%	*	99	=	0.00	Est Hours Year 3
Year 4	0%	*	99	=	0.00	Est Hours Year 4
Year 5	0%	*	99	=	0.00	Est Hours Year 5
Total	**100%**		Total	=	99.00	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of ho

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$44.05	*	50	=	$2,180.55	Est Hours Year 1
Year 2	$46.25	*	50	=	$2,289.58	Est Hours Year 2
Year 3	$48.57	*	0	=	$0.00	Est Hours Year 3
Year 4	$51.00	*	0	=	$0.00	Est Hours Year 4
Year 5	$53.54	*	0	=	$0.00	Est Hours Year 5
			Total Direct Labor Cost with Escalation	=	$4,470.13	
			Direct Labor Subtotal before Escalation	=	$4,361.10	
			Estimated Total of Direct Labor Salary Increase	=	**$109.03**	*(Transfers 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 years = $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.

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
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board

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 In direct Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature :  Date of Certification: 6/25/2025

Email: ben.crawford@crawford-inc.com Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

*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:

Geotechnical Engineering Servuces

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

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, COUNTY:

The name of the "CONSULTANT" is as follows:
Consor North America, Inc.

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Mike Sanchez

The name of the "COUNTY" is as follows:
Mendocino County Department of Transportation

The Contract Administrator for COUNTY will be Tyler Franz

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

See Exhibit A, Definition of Services, of the Agreement

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on November 18, 2025, 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, 2026, 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 $44,807.62. 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: Tyler Franz
340 Lake Mendocino Drive, Ukiah, CA 95482

I. The total amount payable by COUNTY including the fixed fee shall not exceed $768,000.

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.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty

(30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Mendocino County Department of Transportation
Attn: Tyler Franz
340 Lake Mendocino Drive, Ukiah, CA 95482

or emailed to: DOTinvoices@mendocinocounty.gov.

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 County by virtue of any breach of this AGREEMENT by CONSULTANT, and County may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due County 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 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 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 31 or 2 CFR 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 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 Auditor.

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 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

The COUNTY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY 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 LOCAL AGENCY'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 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 CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the 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 (2CCR §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 subconsultant*s* 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 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

This Article has been deleted as a result of the U.S. Department of Transportation's interim final rule (IFR) effective October 3, 2025 modifying the Disadvantages Business Enterprise (DBE) program (49 CFR 26).

ARTICLE XIX INSURANCE

See Exhibit C, Insurance Requirements, of the Agreement.

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 N. Dashiell, 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. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. 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 County, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, County shall be entitled to, and CONSULTANT shall deliver to County, 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 County 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 County.

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 County without restriction or limitation upon its use or dissemination by County.

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 County for another project or project location shall be at County'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. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. 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 County or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, County has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, County'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.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

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 of 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).

ARTICLE XXXIII NOTIFICATION

See Clause 10, Notices, of the Agreement.

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures on page 3 of the agreement.

RESOLUTION NO. 25-189

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 240025 WITH CONSOR NORTH AMERICA, INC. IN THE AMOUNT OF $768,000 FOR PROFESSIONAL ENGINEERING SERVICES, AND AUTHORIZING A CONTINGENCY AMOUNT OF $76,800, FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM SYSTEMIC IMPROVEMENTS AND SIDEWALKS ON MENDOCINO COUNTY ROADWAY SEGMENTS PROJECT (COUNTYWIDE)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to install Advance Curve Warning Signs on Branscomb Road (County Road (**CR**) 429), East Side Calpella Road (CR 227), Comptche Ukiah Road (CR 223), and Mountain View Road (CR 510), install sidewalks/pathways on Crawford Road (CR 337H) and South State Street (CR 104A), and install/upgrade pedestrian crossings on various roads throughout the County; and

WHEREAS, DOT engineering staff does not have the time, capacity, or expertise to effectively perform the work required to complete the project approval and environmental documents (PA/ED) and the plans, specifications, and estimate (PS&E), and therefore requires professional, expert, and technical services of a temporary nature; and

WHEREAS, in response to the County's Request for Proposals, Consor North America, Inc. submitted a proposal for accomplishing the work proposed under DOT Agreement Number (No.) 240025; and

WHEREAS, Consor North America, Inc. has agreed to perform the work required for completion of PA/ED and PS&E under DOT Agreement No. 240025, for a not-to-exceed amount of $768,000; and

WHEREAS, DOT believes it is prudent to budget a contingency amount of $76,800 for unforeseen additional work that may be needed under DOT Agreement No. 240025, and to authorize the Director of Transportation to execute amendments up to 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 hereby:

1. Approves DOT Agreement No. 240025, Professional Services Agreement, with Consor North America, Inc. for completion of professional engineering services for the Highway Safety Improvement Program Systemic Improvements and Sidewalks Project; and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said DOT Agreement No. 240025 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 Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3w)

To: BOARD OF SUPERVISORS
From: Transportation
Meeting Date: November 18, 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 First Amendment to BOS Agreement No. 23-179 (Department of Transportation Agreement Number 220019) for Professional Engineering Services with GHD in the Amount of $40,149, for a New Contract Amount of $246,000, for the Hill Road Bridge Replacement Project over Mill Creek, County Road 327B, Milepost 5.94 (Covelo Area)

Recommended Action/Motion:
Adopt Resolution approving first amendment to BOS Agreement No. 23-179 (Department of Transportation Agreement Number 220019) for professional engineering design services with GHD in the amount of $40,149, for a new contract amount of $246,000, for the Hill Road Bridge Replacement Project over Mill Creek, County Road 327B, milepost 5.94 (Covelo area); and authorize Chair to sign the same.

Previous Board/Board Committee Actions:
By Resolution Number (No.) 23-169 (October 17, 2023), the Board of Supervisors (BOS) approved BOS Agreement No. 23-179/Department of Transportation (DOT) Agreement No. 220019 (Agreement) with GHD in the amount of $205,851 for professional engineering services for the Hill Road Bridge Replacement Project and authorized an additional contingency amount of $20,858.

Summary of Request:
The first amendment provides for $40,149 of additional funds needed for additional or expanded tasks including updating the final foundation report to current seismic standards and the National Environmental Policy Act (NEPA) revalidation necessary to meet federal requirements under NEPA and keep the project on track for construction authorization. All project-related costs are eligible for 100% reimbursement under the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP) and Toll Credits. DOT requests approval of the first amendment to Agreement for an additional amount of $40,149 and a new contract amount of $246,000.

Alternative Action/Motion:
Postpone approval of the first amendment to BOS Agreement No. 23-179/DOT Agreement No. 220019.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: District 3

Item #: 3w)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: FHWA HBP Grant E-76 BRLO-5910(084)
current f/y cost: $60,000 *(estimated)*
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: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-190
Executed Item Type: Agreement
Number: 23-179-A1

RESOLUTION NO. 25-190

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING FIRST AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 23-179 / DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 220019 FOR PROFESSIONAL ENGINEERING SERVICES WITH GHD IN THE AMOUNT OF $40,149, FOR A NEW CONTRACT AMOUNT OF $246,000, FOR THE HILL ROAD BRIDGE REPLACEMENT PROJECT OVER MILL CREEK, COUNTY ROAD 327B, MILEPOST 5.94 (COVELO AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to replace the functionally obsolete bridge on Hill Road (County Road 327B) over Mill Creek, milepost 5.94, in the Covelo area; and

WHEREAS, the costs of construction of the Hill Road Bridge are anticipated to be 100% reimbursable through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits; and

WHEREAS, by Resolution Number (No.) 23-169 (October 17, 2023), the Board of Supervisors (BOS) approved BOS Agreement No. 23-179/DOT Agreement No. 220019 with GHD for professional engineering design services in the amount of $205,851 and authorized contingency amount of $20,858; and

WHEREAS, Caltrans District 1 has required updates to the final foundation report necessary to bring those reports up to date with current seismic standards, and National Environmental Policy Act (NEPA) revalidation necessary for construction authorization, which tasks are reflected in the Scope of Services attached as Exhibit A to the amendment; and

WHEREAS, GHD had agreed to perform the additional work for $40,149; and

WHEREAS, it is mutually agreed DOT and GHD that the total compensation payable under BOS Agreement No 23-179/DOT Agreement NO. 220019 shall be increased to a not-to-exceed amount of $246,000.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves the first amendment to BOS Agreement No. 23-179/DOT Agreement No. 220019 with GHD to amend the scope of services to include specified additional and expanded tasks, attached as Exhibit A to the Amendment, and to increase the amount to be paid under the Agreement by $40,149, to a revised not-to-exceed total of $246,000, for continued professional services for the Hill Road Bridge Replacement Project; and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said first amendment to BOS Agreement No. 23-149/DOT Agreement No. 220019 with GHD on behalf of Mendocino County.

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The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BOS AGREEMENT NO. 23-179-A1
DOT AGREEMENT NO. 220019

AMENDMENT 1

Original Agreement No.	23-179

FIRST AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 23-179 / DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 220019 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE HILL ROAD BRIDGE REPLACEMENT PROJECT OVER MILL CREEK, COUNTY ROAD 327B, MILE POST 2.05

This first Amendment to Board of Supervisors (BOS) Agreement No. 23-179 / Department of Transportation (DOT) Agreement No. 220019 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **GHD** , hereinafter referred to as "CONSULTANT," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 23-179/ DOT Agreement No. 220019 was entered into on October 17, 2023 (the "Initial Agreement"); and

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

WHEREAS County has determined that additional services are necessary to complete the project, including Caltrans required updates to the final foundation report necessary to bring those reports up to date with current seismic standards, and NEPA revalidation necessary for construction authorization; and

WHEREAS, CONSULTANT has agreed to provide these services for the amount of $40,149, and has provided a detailed "Scope of Work", attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, it is the desire of COUNTY and CONSULTANT to increase the total amount payable by $40,149 from $205,851 to $246,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by $40,149 from $205,851 to $246,000.

2. The Exhibit A, Definition of Services, set out in the Agreement is hereby amended by the Exhibit A attached herein.

3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B is attached herein.

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

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: October 21, 2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No. : BRLO-5910(084)

CONSULTANT/COMPANY NAME

By: _____
SIGNATURE

Date: 10/30/25

NAME AND ADDRESS OF CONSULTANT:

GHD

2235 Mercury Way, Suite 150

Santa Rosa, CA 95407

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

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

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 11/18/2025

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 11/18/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 10/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 10/29/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 10/29/2025

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: _____

2235 Mercury Way, Suite 150
Santa Rosa, CA 95407

EXHIBIT A

Your ref: BOS Agreement No. 23-179 / DOT Agreement No. 220019
Our ref: 12591400

25 August 2025

Rygg Larson, Senior Engineering Technician – Highway Bridge Program
Mendocino County Dept. of Transportation
501 Low Gap Road
Ukiah, CA 95482

Mill Creek Bridge Replacement on Hill Road - Amendment 1 Request

Dear Rygg,

GHD thanks you for the opportunity to present our Amendment Request on the Mill Creek Bridge Replacement on Hill Road Project ("Project"). As discussed during our project team meetings there are items that were not included in the original scope of work that are now necessary due to recent Caltrans coordination and comments. This amendment letter provides additional information regarding the additional out of scope work and the effort required to complete them. The additional work falls into two major categories:

- **Geotech and Structural**: Based on Caltrans review and comment of the most recent structural plans, the project must update the analysis to comply with Caltrans Seismic Design Criteria 2.0, AASHTO LRFD 8th Edition, and Caltrans "Foundation Reports for Bridges", 2024.
- **Environmental**: In coordination with Caltrans on revalidation pursuant to the National Environmental Policy Act (NEPA), the County has been advised that it must update a previously approved Natural Environment Study and Biological Assessment to reflect changes in the status of listed special-status species.

The fee proposal has been prepared using the values from the 10-H originally approved with the contract. Brief summaries of additional work, and the associated costs, are provided below and the fee breakdown is attached:

SCOPE OF WORK

TASK 2 ENVIRONMENTAL PROJECT MANAGEMENT AND COORDINATION

NEPA revalidation was not included in GHD's scope of work for the project. However, as part of environmental permitting efforts completed to date, GHD has coordinated with both the County and Caltrans regarding NEPA revalidation, and based on the initial feedback from Caltrans, GHD submitted a draft NEPA Revalidation Form to the County on July 16, 2024. The NEPA Revalidation Form summarized the proposed listing status change for the Northwestern Pond Turtle, how it was evaluated and mitigated for in the prior NEPA and CEQA documentation, and how additional conservation measures for the species would be incorporated into the project's Environmental Commitment Record.

It is GHD's understanding that the County did not submit the NEPA Revalidation Form to Caltrans, however, the County initiated coordination with Caltrans on the matter in March 2025. Based on the coordination, Caltrans advised that the County should update the previously approved Natural Environment Study to reflect the proposed listing status changes for the Northwestern Pond Turtle and Monarch Butterfly, and to incorporate the latest minimization measures for the Northwestern Pond Turtle into the

report. Caltrans advised that no edits to the Biological Assessment would be necessary for these species, and that no additional Section 7 consultation would be required.

Based on the coordination, Caltrans also advised that the County should update the Biological Assessment to acknowledge the Steelhead summer/winter run split for consistency determination purposes. Caltrans confirmed that Section 7 consultation does not need to be reinitiated since the National Marine Fisheries Service does not recognize the population distinction.

As part of this amendment, GHD will update both the Natural Environment Study and the Biological Assessment, as requested by Caltrans. GHD will then update the previously prepared NEPA Revalidation Form, and will coordinate with the County and Caltrans on the review and submittal of the form through to approval.

The additional cost for the environmental documentation is $14,510.

TASK 3 GEOTECHNICAL ENGINEERING

Subtask 3.1 Final Foundation Report

During Caltrans review of the structural plans and foundation report, there was a comment regarding the version of the Seismic Design Criteria and the version of the AASHTO Load and Resistance Factor Design Specifications. Caltrans is requiring the project to comply with the most recent version, which requires an update to the analysis.

Along with the previously scoped minor edits to the document, the following geotechnical services are required to complete the Final Foundation Report for the project:

- Review updated foundation data and loading for the bridge abutments and retaining walls as provided by GHD.
- Update the design ARS curve per Caltrans Seismic Design Criteria 2.0 using the ARS online (Version 4) tool.
- Update liquefaction evaluations and lateral spreading evaluation (as necessary) for the borings using updated data from ARS online (Version 4)
- Update pile axial capacity/settlement analyses based on updated foundation data/loading, and potentially for a new pile type at Abutment 1.
- Update the log of test borings using the updated foundation layout plan.
- Prepare and submit a 2nd Revision of Blackburn's Draft Foundation Report (Revision 1, dated January 25, 2018) in general accordance with Caltrans "Foundation Reports for Bridges", 2024.
- Review and respond to comments regarding the Draft Foundation Report (Revision 2).
- Prepare and submit the Final Foundation Report incorporating the draft foundation report comments.

The additional cost for the updates to the Final Foundation Report is $14,510.

TASK 5 CIVIL ENGINEERING

Subtask 5.3 Bridge Design

There is a likelihood that the bridge foundation and abutment design will need to be updated following the new analysis utilizing the updated ARS curve and Caltrans guidance. Updates due specifically to the updated criteria will be captured in the additional budget requested for this phase in the amendment.

The additional cost for the updates to the Final Foundation Report is $10,066.

FEE

The total fee requested as part of this amendment is $38,230 as shown in the attached fee breakdown.

We appreciate your consideration of our request, and we look forward to working as partners with the County for the successful completion of the project. If you have any questions or need additional information please contact either Jeremy or Bill.

Regards

Jeremy Schmal, PE
Project Manager

707-540-9612
Jeremy.Schmal@ghd.com

Bill Silva, PE
Project Director

707-540-9014
Bill.Silva@ghd.com

Copy to: Alicia Winokur, Deputy Director, Engineering
Mendocino County Department of Transportation

EXHIBIT B

		GHD COSTS														Blackburn - Geotech	Total Project Cost
		Bill Silva PD/QA QC	Jeremy Schmal PM/Senior Engr	Steve Burns Senior Struc. Engr.	Project Engineer	Design Engineer	CAD/Designer	Enviro. Lead	Enviro Support/ Biologist	Raymond Wong H&H	Landscape Arch/ Mitigation	Richard Maddock Survey	Project Coordinator	Hours	GHD Cost	Cost	
	Labor + Overhead Rate	$ -	$ 232	$ 193	$ 157	$ -	$ 163	$ 184	$ 122	$ -	$ -	$ -	$ -				
County of Mendocino - Hill Road over Mill Creek Bridge																	
1	**Project Management**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
1.1	Project Management													0	$ -		$ -
2	**Environmental Project Management and Coordination**	**0**	**6**	**0**	**0**	**0**	**6**	**40**	**32**	**0**	**0**	**0**	**0**	**84**	**$ 13,654**	**$ -**	**$ 13,654**
2.2	NEPA Revalidation																$ -
2.2.1	Update Natural Environment Study		2				2	12	16					32	$ 4,959		$ 4,959
2.2.2	Update Biological Assessment		2				2	16	8					28	$ 4,716		$ 4,716
2.2.3	Prepare NEPA Revalidation Form		2				2	12	8					24	$ 3,979		$ 3,979
3	**Geotechnical Engineering Services**	**0**	**2**	**2**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**$ 1,164**	**$ 13,346.00**	**$ 14,510**
3.1	Foundation Report		2	2	2									6	$ 1,164	$ 13,346.00	$ 14,510
4	**Right-of-Way**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
5	**Civil Engineering**	**0**	**8**	**16**	**16**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 10,066**	**$ -**	**$ 10,066**
5.2	Bridge Design		8	16	16		16								$ 10,066		$ 10,066
6	**Construction Design**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**
	TOTAL HOURS	**0**	**16**	**18**	**18**	**0**	**22**	**40**	**32**	**0**	**0**	**0**	**0**	**90**	**$ 24,884**	**$ 13,346**	**$ 38,230**
DIRECT COSTS																	
ODC1	Travel Costs														$ -		
ODC2	Per Diem (Meals & Lodging)														$ -		
ODC3	Equipment and Rental Supplies														$ -		
ODC4	Permit & Filing Fees														$ -		
	TOTAL DIRECT COSTS														**$ -**	**$ -**	**$ -**
	TOTAL														**$ 24,884**	**$ 13,346**	**$ 38,230**

EXHIBIT 10-H COST PROPOSAL Page 1 of 3
BASE BID
COST-PLUS-FIXED FEE OR LUMP SUM or FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant GHD

Project No. County of Mendocino - Hill Road over Mill Creek B Contract No. _____ Date 02/19/21

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Principal*	Bill Silva	0	$120.19	$ 0.00
Project Manager*	Jeremy Schmal	16	$71.15	$ 1,138.40
Senior Structural Engr*	Steve Burns	18	$59.10	$ 1,063.80
Project Engineer	GHD Staff	18	$48.07	$ 865.26
Design Engineer	GHD Staff	0	$43.27	$ 0.00
CAD/Designer	GHD Staff	22	$50.01	$ 1,100.22
Enviormental Lead	GHD Staff	40	$56.41	$ 2,256.40
Emviro Support/Biologist	GHD Staff	32	$37.50	$ 1,200.00
Hydraulics/Hydrology	GHD Staff	0	$79.34	$ 0.00
Landscape Architect	GHD Staff	0	$57.74	$ 0.00
Surveyor	Richard Maddock	0	$49.49	$ 0.00
Project Coordinator	GHD Staff	0	$38.53	$ 0.00
		146		

LABOR COSTS

a) Subtotal Direct Labor Costs $7,624.08

b) Anticipated Salary Increases (see page 2 for calculation) $709.60

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] **$8,333.68**

INDIRECT COSTS

d) Fringe Benefits (Rate: 34.49 %) e) Total Fringe Benefits [(c) x (d)] $2,874.28

f) Overhead (Rate: 149.47 %) g) Overhead [(c) x (f)] $11,413.80

h) General and Administrative (Rate: 0.00 %) i) Gen & Admin [(c) x (h)] $0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] **$14,288.09**

FIXED FEE k) TOTAL FIXED FEE [(c)+(j)] x fixed fee 10.0%] **$2,262.18**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel Costs	0	LS	1	$0.00
Per Diem (Meals & Lodging)	0	LS	1	$0.00
				$0.00
				$0.00
				$0.00

l) TOTAL OTHER DIRECT COSTS $0.00

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Blackburn	$13,346.0

m) TOTAL SUBCONSULTANTS' COSTS $13,346.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] **$13,346.00**

TOTAL COST [(c)+(j)+(k)+(n)] **$38,229.94**

NOTES:
1. 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.
2. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM or 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**
$7,624.08	146	=	$52.22	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	$52.22	+	2%	=	$53.26	Year 2 Avg Hourly Rate
Year 2	$53.26	+	2%	=	$54.33	Year 3 Avg Hourly Rate
Year 3	$54.33	+	2%	=	$55.42	Year 4 Avg Hourly Rate
Year 4	$55.42	+	2%	=	$56.52	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Proposal		Total Hours Year	
Year 1	25.00%	*	146	=	36.5	Estimated Hours Year 1
Year 2	25.00%	*	146	=	36.5	Estimated Hours Year 2
Year 3	25.00%	*	146	=	36.5	Estimated Hours Year 3
Year 4	25.00%	*	146	=	36.5	Estimated Hours Year 4
Year 5	0.00%	*	146	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	146.0	

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	$52.22	*	37	=	$1,906.02	Estimated Hours Year 1
Year 2	$53.26	*	37	=	$1,944.14	Estimated Hours Year 2
Year 3	$54.33	*	37	=	$1,983.02	Estimated Hours Year 3
Year 4	$55.42	*	37	=	$2,022.68	Estimated Hours Year 4
Year 5	$56.52	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$7,855.87	
			Direct Labor Subtotal before Escalation	=	$7,624.08	
			Estimated Total of Direct Labor Salary Increase	=	$231.79	Transfer to Page 1
					$709.60	

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

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: Bill Silva Title *: Project Principal

Signature: _____ Date of Certification (mm/dd/yyyy): 09/15/2022

Email: Bill.Silva@ghd.com Phone Number: 707-484-8236

Address: 2235 Mercury Way Suite 150 | Santa Rosa, California 95407

* 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:

Project Management
Engineering Design
Surveys & Mapping
Utility Coordination
Right of Way
Coordination with Adjacent Properties
Construction Phase Authorization

RESOLUTION NO. 25-190

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING FIRST AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 23-179 / DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 220019 FOR PROFESSIONAL ENGINEERING SERVICES WITH GHD IN THE AMOUNT OF $40,149, FOR A NEW CONTRACT AMOUNT OF $246,000, FOR THE HILL ROAD BRIDGE REPLACEMENT PROJECT OVER MILL CREEK, COUNTY ROAD 327B, MILEPOST 5.94 (COVELO AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to replace the functionally obsolete bridge on Hill Road (County Road 327B) over Mill Creek, milepost 5.94, in the Covelo area; and

WHEREAS, the costs of construction of the Hill Road Bridge are anticipated to be 100% reimbursable through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits; and

WHEREAS, by Resolution Number (No.) 23-169 (October 17, 2023), the Board of Supervisors (BOS) approved BOS Agreement No. 23-179/DOT Agreement No. 220019 with GHD for professional engineering design services in the amount of $205,851 and authorized contingency amount of $20,858; and

WHEREAS, Caltrans District 1 has required updates to the final foundation report necessary to bring those reports up to date with current seismic standards, and National Environmental Policy Act (NEPA) revalidation necessary for construction authorization, which tasks are reflected in the Scope of Services attached as Exhibit A to the amendment; and

WHEREAS, GHD had agreed to perform the additional work for $40,149; and

WHEREAS, it is mutually agreed DOT and GHD that the total compensation payable under BOS Agreement No 23-179/DOT Agreement NO. 220019 shall be increased to a not-to-exceed amount of $246,000.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves the first amendment to BOS Agreement No. 23-179/DOT Agreement No. 220019 with GHD to amend the scope of services to include specified additional and expanded tasks, attached as Exhibit A to the Amendment, and to increase the amount to be paid under the Agreement by $40,149, to a revised not-to-exceed total of $246,000, for continued professional services for the Hill Road Bridge Replacement Project; and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said first amendment to BOS Agreement No. 23-149/DOT Agreement No. 220019 with GHD on behalf of Mendocino County.

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The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

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

October 27, 2025

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

RE: ADOPTION OF RESOLUTION APPROVING THE FIRST AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 23-179/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 220019 FOR PROFESSIONAL ENGINEERING SERVICES WITH GHD IN THE AMOUNT OF $40,149, FOR A NEW CONTRACT AMOUNT OF $246,000, FOR THE HILL ROAD BRIDGE REPLACEMENT PROJECT OVER MILL CREEK, COUNTY ROAD 327B, MILEPOST 5.94 (COVELO AREA)

Honorable Board of Supervisors:

The Department of Transportation (DOT) respectfully requests the Board's approval of the attached Resolution authorizing execution of the first amendment to BOS Agreement Number (No.) 23-179/DOT Agreement No. 220019 with GHD. The proposed amendment increases the contract amount by $40,149, for a new not-to-exceed amount of $246,000.

This project proposes to replace the functionally obsolete Hill Road Bridge Over Mill Creek, County Road 327B at milepost 5.94. The current amendment provides for additional and expanded tasks required by Caltrans District Local Assistance to keep the project on track for construction authorization.

The proposed services are detailed in Exhibit A of the amendment. GHD has agreed to complete the work for the not-to-exceed amount of $40,149.

The project is 100% reimbursable through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits.

I recommend and request the Board of Supervisors approve the first amendment to BOS Agreement No. 23-179/DOT Agreement No. 220019 for continued professional engineering services related to the Hill Road Bridge over Mill Creek and authorize the Director of Transportation or their designated representative to sign any and all amendments that do not exceed the authorized Agreement amount.

DOT staff have prepared a draft Resolution which provides for said authorization for the Board's consideration and adoption.

I am available to respond to any questions the Board may have.

Respectfully submitted,



HOWARD N. DASHIELL
Director of Transportation

cc: B1004 Project File

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3x)

To: BOARD OF SUPERVISORS
From: Transportation
Meeting Date: November 18, 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 the Fourth Amendment to BOS Agreement No. 17-045 (Department of Transportation Agreement Number 170008) for Professional Engineering Services with Dewberry Engineers, Inc. in the Amount of $99,917, for a New Contract Amount of $1,031,000, and Authorizing an Additional Contingency Amount of $103,000, for the Usal Creek Bridge Replacement Project on Usal Road over Usal Creek, County Road 431, Milepost 5.94 (Whitethorn Area)

Recommended Action/Motion:
Adopt Resolution approving the fourth amendment to BOS Agreement No. 17-045 (Department of Transportation Agreement Number 170008) for professional engineering design services with Dewberry Engineers, Inc. in the amount of $99,917, for a new contract amount of $1,031,000, and authorizing an additional contingency amount of $103,000, for the Usal Creek Bridge Replacement Project on Usal Road over Usal Creek, County Road 431, milepost 5.94 (Whitethorn area); and authorize Chair to sign the same.

Previous Board/Board Committee Actions:
By Resolution Number (No.) 17-082 (June 20, 2017), the Board of Supervisors (BOS) approved BOS Agreement No. 17-045/Department of Transportation (DOT) Agreement No. 170008 with Drake Haglan & Associates in the amount of $852,965 for professional engineering services for the Usal Creek Bridge Replacement Project and authorized an additional contingency amount of $85,000. On July 21,2020, the second amendment was executed approving the transfer and assignment to Dewberry Engineering, Inc. (Dewberry).

Summary of Request:
The fourth amendment provides for $99,917 of additional funds needed for additional or expanded tasks including preparation of Section 4(f) documentation and additional hydrology and hydraulic analyses as required by Caltrans. This work is necessary to meet federal requirements under the National Environmental Policy Act (NEPA) and keep the project on track for environmental and design approvals. All project-related costs are eligible for 100% reimbursement under the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP) and Toll Credits. DOT requests approval of the fourth amendment to Agreement, with Dewberry for an additional amount of $99,917 and a new contract amount of $1,031,000, and a 10% contingency amount of $103,000 to facilitate timely completion of the work and continue progress on design and permitting without delay.

Alternative Action/Motion:

Item #: 3x)

Postpone approval of the fourth amendment to BOS Agreement No. 17-045/DOT Agreement No. 170008.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: District 4

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: FHWA HBP Grant E-76 BRLO-5910(100)
current f/y cost: $50,000 *(estimated)*
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: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-191
Executed Item Type: Agreement
Number: 17-045-A1

RESOLUTION NO. 25-191

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE FOURTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NO. 17-045/DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 170008 FOR PROFESSIONAL ENGINEERING SERVICES WITH DEWBERRY ENGINEERS, INC. IN THE AMOUNT OF $99,917, FOR A NEW CONTRACT AMOUNT OF $1,031,000, AND AUTHORIZING AN ADDITIONAL CONTINGENCY AMOUNT OF $103,000, FOR THE USAL CREEK BRIDGE REPLACEMENT PROJECT ON USAL ROAD, COUNTY ROAD 431, MILEPOST 5.94 (WHITETHORN AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to replace the structurally deficient bridge on Usal Road, County Road (CR) 431 over Usal Creek, milepost (M.P.) 5.94, in the Whitethorn area; and

WHEREAS, the costs of construction of the Usal Creek Bridge are anticipated to be 100% reimbursable through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits; and

WHEREAS, by Resolution Number (No.) 17-082 (June 20, 2017), the Board of Supervisors (BOS) approved BOS Agreement No. 17-045/DOT Agreement No. 170008 (Agreement) with Drake Haglan & Associates in the amount of $852,965 for professional engineering design services and authorized an additional contingency amount of $85,000; and

WHEREAS, on July 21, 2020, the second amendment was fully executed, approving the transfer and assignment of Agreement to Dewberry Engineers, Inc.; and

WHEREAS, additional and expanded tasks are needed for Section 4(f) documentation and further development of hydrology and hydraulic analyses required during the Type Selection process to support environmental and design approval, which tasks are reflected in the Scope of Services attached as Exhibit A to the amendment; and

WHEREAS, Dewberry Engineers, Inc. has agreed to complete the additional and expanded tasks for $99,917; and

WHEREAS, it is mutually agreed between DOT and Dewberry Engineers, Inc. that the total compensation payable under BOS Agreement No. 17-045 / DOT Agreement No. 170008, including all executed amendments, shall be increased to a not-to-exceed amount of $1,031,000; and

WHEREAS, DOT believes it is prudent to include a contingency in the amount of $103,000 for any future unforeseen work necessary to support project environmental and design completion under BOS Agreement No. 17-045/DOT Agreement No. 170008, and to authorize the Director of Transportation to execute amendments to use that contingency, so as to allow for timely completion of the work.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves the fourth amendment to BOS Agreement No. 17-045/DOT Agreement No. 170008 with Dewberry Engineers, Inc., to amend the scope of services to include specified additional and expanded tasks, attached as Exhibit A to the amendment, and to increase the amount to be paid under the agreement by $99,917, to a revised not-to-exceed total of $1,031,000, for professional engineering services for the Usal Creek Bridge Replacement Project; and

2. Approves a contingency amount of $103,000 for this Agreement, and authorizes the Director of Transportation or his designated representative to sign any and all amendments to the agreement that will not result in an increased cost beyond this stated contingency amount; and

3. Authorizes and directs the Chair of the Board of Supervisors to execute said fourth amendment to BOS Agreement No. 17-045/DOT Agreement NO. 170008 with Dewberry Engineers, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BOS AGREEMENT NO. 17-045-A1
DOT AGREEMENT NO. 170008

AMENDMENT 4

Original Agreement No.	17-045
Amendment 1	170008-A1
Amendment 2	170008-A2
Amendment 3	170008-A3

FOURTH AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 17-045 / DOT AGREEMENT NO. 170008 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE USAL ROAD BRIDGE REPLACEMENT PROJECT OVER USAL CREEK, COUNTY ROAD 431, MILE POST 5.94

This Fourth Amendment to Board of Supervisors (BOS) Agreement Number (No.) 17-045 / Department of Transportation (DOT) Agreement No. 170008 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Dewberry Engineers Inc., hereinafter referred to as "CONSULTANT," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 17-045 / DOT Agreement No. 170008 was entered into on June 20, 2017 (the "Initial Agreement") for a total not-to-exceed amount of $852,965.00; and

WHEREAS, the First Amendment (executed on May 22, 2018) added archaeological studies and a Water Quality Assessment Report for an additional $9,100, bringing the revised total to $862,065; and

WHEREAS, the Second Amendment (executed on July 21, 2020) reflected the firm's acquisition and name change to Dewberry Engineers Inc., and added expanded environmental scope for $59,333, bringing the revised total to $921,398; and

WHEREAS, the Third Amendment (executed on July 14, 2023) extended the contract term through December 31, 2027 and added $9,685 in scope for follow-up cultural studies, bringing the revised total to $931,083; and

WHEREAS, the Initial Agreement and Amendments No. 1 through 3 are collectively referred to as the Agreement; and

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

WHEREAS, COUNTY and CONSULTANT desire to amend the Agreement to authorize additional scope of work within the original scope of services and increase the not-to-exceed compensation accordingly; and

WHEREAS, the County has determined that additional services are necessary to prepare Section 4(f) documentation required as part of the National Environmental Policy Act (NEPA) for federally funded projects involving potential use of parkland or other protected

resources, and to further develop hydrology and hydraulic analyses in response to Caltrans comments received during the project's Type Selection meeting; and

WHEREAS, CONSULTANT has agreed to perform these additional services for the amount of $99,917, and has provided a detailed scope of work and fee proposal to complete these services, which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, CONSULTANT has submitted a written amendment request, included as Exhibit A and incorporated herein by this reference, which outlines the additional scope of work and cost breakdown to amend, but not replace, the current Scope of Services; and

WHEREAS, it is the desire of County and Consultant to increase the total amount payable by $99,917 from $931,083 to $1,031,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by $99,917 from $931,083 to $1,031,000.

2. The Exhibit A, Definition of Services, set out in the Agreement is hereby amended by the Exhibit A attached herein.

3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and amended by the Exhibit B attached herein.

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

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: October 20, 2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No. : FHWA E-76, BRLO-5910(100)

CONSULTANT/COMPANY NAME

By: _____
SIGNATURE

Date: 10/28/2025

NAME AND ADDRESS OF CONSULTANT:

Dewberry Engineers Inc.

11060 White Rock Road, Suite 200

Rancho Cordova, CA 95670-6061

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

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

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 11/18/2025

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 11/18/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 10/27/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 10/27/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 10/27/2025

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: _____

Dewberry

EXHIBIT A

January 17, 2025

Rygg Larsen
Mendocino County Department of Transportation
340 Lake Mendocino Dr
Ukiah, CA 95482

SUBJECT: Usal Road Bridge Replacement Project
Amendment 4 Request

Dear Mr. Larsen:

As discussed, we are submitting an amendment for additional Preliminary Engineering (PE) funds due to increases in scope that were not part of the original Professional Design Service Agreement dated June 20, 2017. This Amendment 4 provides the funds needed for Dewberry and our subconsultant Avila & Associates to complete the required additional services described later in this request letter as a means to get through NEPA approval, prepare the required additional hydraulic studies, and determine how the results of those studies will impact the project design.

PROJECT SUMMARY

Since the original contract for this project in June 2017, there have been three (3) amendments that were approved by the County. These amendments were all due to expansion in scope for various environmental efforts that Caltrans required to proceed with obtaining NEPA clearance. An overview of these previous environmentally focused amendments is provided below and also included in this request letter as attachments:

Amendment 1: $9,063.15

Amendment 1 was approved by the County on 6/2018 in response to Caltrans requiring additional environmental technical studies to obtain NEPA clearance. This amendment was for Dewberry to prepare an Extended Phase I Investigation and prepare a Water Quality Assessment Report which were requested by the Caltrans District 1 Environmental Team.

Amendment 2: $59,333.35

Amendment 2 was approved by the County on 7/2020 to perform additional environmental work associated with the project geotechnical boring exploration program. In order to perform the geotechnical explorations needed for the project, Caltrans required Dewberry to prepare a Categorical Exclusion (CE) Memorandum specific to the geotechnical exploration program work, as well as perform additional biological and archaeological monitoring during the drilling operations.

Amendment 3: $9,684.53 & Time extension

Amendment 3 was approved by the County on 7/2023 to complete additional field studies required by the Caltrans District 1 Environmental Team needed to update the Extended Phase I Investigation report to obtain NEPA clearance. This amendment also extended the Contract termination date to 12/31/2027.

PROJECT MOVING FORWARD

Currently this Project is very close to obtaining NEPA approval. Many of the environmental technical studies have been completed and approved by Caltrans, and the project has received Type Selection Approval, which became a Caltrans requirement for NEPA approval after the original contract for this Project. In order to continue moving this Project forward and ultimately receive NEPA approval, additional work is necessary to comply with expanding

environmental services required by Caltrans. A detailed description of these services is provided below for this Amendment 4 request:

Amendment 4: $99,433

Dewberry is requesting $99,433 in additional PE funds in order complete the required technical reports, environmental studies, assess additional bridge design requirements, and manage the Project through the NEPA process and complete the additional hydraulic studies required by Caltrans. Over the last eight (8) years there have been a number of delays to the Project resulting from expanding Caltrans requirements, including additional cultural investigations, additional required environmental and hydraulic studies, multiple rounds of reviews and comments from Caltrans on the environmental technical studies, new Caltrans Type Selection review and concurrence procedures, and limitations on site access due to the remoteness and seasonal road closures. Now that the Project has received Caltrans concurrence on the Bridge Type Selection utilizing two construction seasons and completed the majority of the site investigations and technical studies, additional scope has been identified in conjunction with an increased level of effort to some of the Tasks identified in the original contract. Additional PE funds are required to complete the identified extra work items as described in detail below:

Task 1.4 Project Team Meetings/Coordination - $12,862

Due to unforeseen delays in the project and the need for additional environmental technical studies, the project duration has extended beyond the anticipated contract end date. Dewberry is requesting additional funds to manage the project, coordinate with the design team and subconsultants, prepare monthly invoices, and attend monthly PDT meetings and project stakeholder meetings.

Task 5.1.10 Section 4(f) - $18,275

As the environmental technical studies have progressed, coordination with Caltrans and State Parks has increased and it has been identified that the Section 4(f) process is going to be more complex than originally scoped. This effort will require more coordination with key stakeholders than originally anticipated. Based on the coordination to date with Caltrans, State Parks, and other stakeholders, we anticipate the need for additional and continued coordination with State Parks and Caltrans to reach concurrence as to the best approach to the Section 4(f) study and additional effort to secure approval, including continued coordination with State Parks to detail and provide any project requirements and/or access requirements to the site during construction. The Project team is working towards reaching Caltrans' concurrence that the project will have a de minimis impact to Section 4(f) resources or if a Programmatic Section 4(f) Evaluation needs to be prepared. Once concurrence has been reached, Dewberry will begin the Section 4(f) documentation process, however, a Programmatic Evaluation is a much more comprehensive effort, thus the need for continued coordination and documentation to justify a de minimis impact concurrence.

Task 6.6 Design Hydrology and Hydraulics Report - $3,596

Based on Caltrans comments received on the Type Selection Report, a Tsunami Scour analysis, a Tidal Influence study, and a Sea Level Rise analysis need to be considered for the Project. Dewberry is requesting additional scope to coordinate with Avila & Associates on how these hydraulics studies will affect the project design, to verify the models accurately account for the bridge features and grading limits, and the best methods to apply the findings of these studies into the project design so that the project accurately accounts for the results of the hydraulic studies. There currently is no accepted guidance on how to analyze and accurately model a Tsunami event and impacts for Bridge projects. This additional coordination effort will be to document our methods and determine the most reasonable methods to apply the results of the additional studies to the design.

Task 7.0 Project Design - $34,128

Dewberry is requesting additional design funds to model and accurately incorporate the findings of the Tsunami Scour analysis, Tidal Influence study, and Sea Level Rise analysis into the bridge design, roadway grading design, rock slope protection layout, and associated plan sheets. These additional studies were not originally scoped and will require additional design analysis for the bridge substructure and foundations to model the tsunami scour condition, design the barriers and superstructure for pressure flow due to the water surface elevation of major storm events, and coordinate the grading limits and rock slope protection layouts so that they are representative of the additional hydraulic models. Since there is not currently accepted guidance to analyze, model, and design for Tsunami scour, the impacts of the additional study results cannot be fully anticipated as to how they will impact the bridge substructure and foundation designs or the additional complexities that may arise. Dewberry will utilize these additional design funds to determine the best methods to model and represent the results of the hydraulic studies in the bridge and roadway designs. Upon completion of the additional hydraulic studies and an initial assessment of the impacts to the bridge and roadway design, a more detail level of effort can be prepared, if needed. Dewberry will also have to determine if there are any special requirements identified from these additional hydraulic studies that will result in the need for non-standard Special Provisions. In addition to the above additional analysis and design efforts, this request accounts for the additional level of effort that was required to get through the Type Selection Process, including a formal Type Selection Meeting which was not part of the Type Selection Approval process when this project was originally scoped in the 2017 contract. The additional reviews, formal Type Selection Meeting, and subsequent comments and responses exceed the level of effort that was in the original scope.

Avila & Associates - $23,685

Based on Caltrans comments received during Type Selection, Avila & Associates (Avila) was asked to update the HEC-RAS modeling to the latest software version, complete a Tsunami Scour analysis, a Tidal Influence study, and a Sea Level Rise analysis. There currently isn't accepted Caltrans guidance on preparing the Tsunami analysis, so this effort will require significant coordination and documentation in order to complete the Tsunami study. Additionally, part of the Type Selection process was to get 2-season construction approved. Now that we have a concurrence on 2-season construction a detailed low flow analysis will be required which will assist in providing flow information for a stream diversion system during construction.

Once these additional studies are complete, Avila will finalize the scour calculations and determine rock slope protection size requirements. This information and the additional studies will be used to update and complete the Location Hydraulic Study and Summary Floodplain Encroachment Report. This information will then be summarized and used by Avila to prepare a Final Hydraulic Report. In addition to the additional studies that were not a part of the original contract scope, Avila's preliminary hydraulic report required significantly more effort than originally scoped once it was determined that the existing bridge is overtopped by a 10-year storm. Given the projects rural nature, riparian habitat, dense foliage and trees, and presence of special species, it is not feasible to raise the profile of the structure to meet the standard freeboard requirements. Thus, a significant number of additional hydraulic models had to be prepared beyond what was originally scoped to model different bridge span configuration, different bridge superstructure types, different minimum soffit elevations, and different types of bridge barriers to select the most economical bridge type that would not produce negative impacts compared to the existing hydraulic conditions.

Additional Fixed Fee - $6,887

The additional scope and effort described above results in an additional Fixed Fee of $6,887.

Increase Key Staff Rates to Current Rates

In addition to the above increase in scope and effort, we are requesting that our key staff members' rates be updated to current actual rates. As part of Amendment 3 Dewberry provided a Schedule of Fees for the next fiscal year for our classified employees, however, key staff rates were not increased. Given the amount of time that has elapsed from the signing of the original contract, we are requesting the changes below to the following Dewberry key staff:

Name	Title	Current Project Rate	Actual Rate
Levi Kinnebrew	Engineer VI	$72.90	$87.94
Nathan Donnelly	Engineer VII	$74.61	$88.12
Jeff Bray	Professional VII	$79.33	$90.14

Indirect Cost Rate

Additionally, we are requesting an update to our indirect cost rate (ICR). Attached is our most recent approved Certification of Indirect Costs. The current ICR for Dewberry is 160.96% as reflected in the attached Certification and as reflected on the attached additional hours and fee summary. This would result in an increase in the ICR from 143.62% to 160.96%.

Amendment 4 Summary

This amendment requests that the County authorize additional design funds to the existing contract for the expanded services and efforts in addition to updating key staff rates and ICR. Amendment 4 will result in a total contract amount increase from **$931,046** to **$1,030,479** per the original Professional Design Service Agreement and the fixed fee will increase from **$46,917** to **$53,803.**

Contract Amount (minus fixed fee)	= $ 976,676
Fixed Fee	= 53,803
Total Contract Amount	= $1,030,479

Please see the attachments for a summary of additional hours, fee summary, updated Rate Sheet to reflect key staff rate modifications, approved Certification of Indirect Costs, and copies of Amendments 1, 2, & 3.

We appreciate your consideration of this request. If you have any questions or would like further clarification of any of these documents, please call me (916.231.0968) or Levi Kinnebrew (916.832.3965) at your convenience.

Sincerely,

Dewberry Engineers Inc.

Dennis Haglan, P.E.
Senior Vice President

EXHIBIT B

Dewberry

Usal Creek Bridge on Usal Road Replacement
Mendocino County

					Amendment #4						Amendment #4 Total				Contract
	Original Contract Amount	Amendment #1	Amendment #2	Amendment #3	Levi Kinnebrew (Engineer VI)	Nathan Donnelly (Engineer VII)	Brittnie Ruiz (Engineer V)	Kay Ngariuku (Engineer I)	Jeff Bray (Professional VII)	TBD (Professional II)	Labor Hours	Loaded Labor Cost (No Escalation)	Loaded Escalation	Loaded Labor Total (With Escalation)	Revised Contract Amount
Loaded Rate					$229.49	$229.96	$181.92	$103.89	$235.23	$128.57					
PHASE I															
1.0 PROJECT MANAGEMENT AND COORDINATION	**$85,209.03**	**$0.00**	**$7,688.06**	**$0.00**	**24**	**8**	**0**	**0**	**20**	**0**	**52**	**$12,051.97**	**$810.52**	**$12,862.49**	**$105,760**
1.1 Project Initiation	$11,157.17										0	$0.00	$0.00	$0.00	$11,157
1.2 Coordination	$44,226.98										0	$0.00	$0.00	$0.00	$44,227
1.3 Design Quality Plan	$4,699.64										0	$0.00	$0.00	$0.00	$4,700
1.4 Project Team Meetings/Coordination w/ other Agencies	$20,846.43		$7,688.06		24	8			20		52	$12,051.97	$810.52	$12,862.49	$41,397
1.5 Public Meetings	$4,278.81										0	$0.00	$0.00	$0.00	$4,279
2.0 SURVEYING AND MAPPING	**$2,035.75**	**$0.00**	**$0.00**	**$0.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$2,036**
2.1 Control	$0.00										0	$0.00	$0.00	$0.00	$0
2.2 Boundary Survey	$0.00										0	$0.00	$0.00	$0.00	$0
2.3 Topographic Mapping	$797.39										0	$0.00	$0.00	$0.00	$797
2.4 Surveying and Mapping for Roads	$644.87										0	$0.00	$0.00	$0.00	$645
2.5 Surveying and Mapping for Streams	$343.96										0	$0.00	$0.00	$0.00	$344
2.6 Aerial Photogrammetry	$0.00										0	$0.00	$0.00	$0.00	$0
2.7 Digital Data Sources	$0.00										0	$0.00	$0.00	$0.00	$0
2.8 Right of Way Establishment and Legal Descriptions	$0.00										0	$0.00	$0.00	$0.00	$0
2.9 Record of Survey	$0.00										0	$0.00	$0.00	$0.00	$0
2.1 Permitting Right of Way Investigations	$249.53										0	$0.00	$0.00	$0.00	$250
3.0 GEOTECHNICAL INVESTIGATIONS	**$6,015.39**	**$0.00**	**$17,585.56**	**$0.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$23,601**
3.1 Field Exploration	$1,412.76		$17,585.56								0	$0.00	$0.00	$0.00	$18,998
3.2 Laboratory Testing	$0.00										0	$0.00	$0.00	$0.00	$0
3.3 Preliminary Foundation Report	$1,303.18										0	$0.00	$0.00	$0.00	$1,303
3.4 Draft/Final Foundation and Geotechnical Reports	$3,299.45										0	$0.00	$0.00	$0.00	$3,299
4.0 UTILITY COORDINATION	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0**
4.1 Utility Coordination	$0.00										0	$0.00	$0.00	$0.00	$0
5.0 ENVIRONMENTAL COMPLIANCE	**$104,712.35**	**$8,239.23**	**$0.00**	**$2,256.51**	**0**	**0**	**0**	**0**	**40**	**60**	**100**	**$17,123.67**	**$1,151.61**	**$18,275.28**	**$133,483**
5.0 Environmental Project Management/Coordination	$4,738.54			$2,256.51							0	$0.00	$0.00	$0.00	$6,995
5.1.1 Traffic Study	$3,060.95										0	$0.00	$0.00	$0.00	$3,061
5.1.2 Noise Study	$3,061.76										0	$0.00	$0.00	$0.00	$3,062
5.1.3 Hazardous Materials	$5,971.26										0	$0.00	$0.00	$0.00	$5,971
5.1.4 Floodplains	$251.61										0	$0.00	$0.00	$0.00	$252
5.1.5 Biological Resources	$7,333.59										0	$0.00	$0.00	$0.00	$7,334
5.1.6 Natural Environment Study	$12,772.53										0	$0.00	$0.00	$0.00	$12,773
5.1.7 Waters of the United States	$3,938.96										0	$0.00	$0.00	$0.00	$3,939
5.1.8 Cultural Resources	$3,209.18										0	$0.00	$0.00	$0.00	$3,209
5.1.9 Farmlands	$3,060.95										0	$0.00	$0.00	$0.00	$3,061
5.1.10 Section 4(f)	$3,060.95								40	60	100	$17,123.67	$1,151.61	$18,275.28	$21,336
5.1.11 NEPA Documentation	$1,006.44										0	$0.00	$0.00	$0.00	$1,006
5.1.12 Water Quality Assessment Report	$0.00	$8,239.23									0	$0.00	$0.00	$0.00	$8,239
5.2 CEQA Compliance	$32,376.91										0	$0.00	$0.00	$0.00	$32,377
5.3 Project Permitting	$20,868.72										0	$0.00	$0.00	$0.00	$20,869
5.4 Supplemental Activies	$0.00										0	$0.00	$0.00	$0.00	$0
6.0 HYDROLOGY AND HYDRAULICS	**$5,357.98**	**$0.00**	**$0.00**	**$0.00**	**2**	**0**	**16**	**0**	**0**	**0**	**18**	**$3,369.62**	**$226.61**	**$3,596.23**	**$8,954**
6.1 Data Gathering	$0.00										0	$0.00	$0.00	$0.00	$0
6.2 Preliminary Hydrology and Hydraulics Report	$2,678.99										0	$0.00	$0.00	$0.00	$2,679
6.3 Location Hydraulic Study	$804.12										0	$0.00	$0.00	$0.00	$804
6.4 Summary Floodplain Encroachment Report	$0.00										0	$0.00	$0.00	$0.00	$0
6.5 Floodplain Evaluation Report	$0.00										0	$0.00	$0.00	$0.00	$0
6.6 Design Hydrology and Hydraulics Report	$1,874.87				2		16				18	$3,369.62	$226.61	$3,596.23	$5,471
6.7 FEMA Map Revision	$0.00										0	$0.00	$0.00	$0.00	$0

7.0	**PROJECT DESIGN**	**$230,038.93**	**$0.00**	**$0.00**	**$0.00**	**16**	**18**	**110**	**40**	**0**	**0**	**184**	**$31,977.26**	**$2,150.55**	**$34,127.80**	**$264,167**
7.1	Preliminary Project Design	$22,874.60										0	$0.00	$0.00	$0.00	$22,875
7.2.1	Draft Bridge Type Selection Report and 30% Plans	$15,552.91										0	$0.00	$0.00	$0.00	$15,553
7.2.2	Type Selection Meeting	$2,717.37										0	$0.00	$0.00	$0.00	$2,717
7.2.3	Final Bridge Type Selection Report/30% Plans and Estimate Submittal	$3,795.26										0	$0.00	$0.00	$0.00	$3,795
7.3.1	Civil Design & Drafting	$30,763.18										0	$0.00	$0.00	$0.00	$30,763
7.3.2	Bridge Design & Drafting	$55,893.42						40				40	$7,276.61	$489.37	$7,765.98	$63,659
7.3.3	Quantities & Cost Estimate	$18,767.96										0	$0.00	$0.00	$0.00	$18,768
7.3.4	Draft Notice to Contractors and Special Provisions	$17,082.42										0	$0.00	$0.00	$0.00	$17,082
7.3.5	Quality Control and Constructability Review	$26,919.56										0	$0.00	$0.00	$0.00	$26,920
7.3.6	65% Plans and Estimate Submittal	$5,012.80					10	30	20			60	$9,834.80	$661.41	$10,496.21	$15,509
7.4.1	Bridge Independent Check/Bridge Final Design	$4,855.78						20				20	$3,638.30	$244.68	$3,882.99	$8,739
7.4.2	90% Roadway Design	$5,254.08						10				10	$1,819.15	$122.34	$1,941.49	$7,196
7.4.3	90% PS&E Submittal	$5,661.75				16	8		20			44	$7,589.24	$510.39	$8,099.63	$13,761
7.5.1	Final Revisions (Road and Bridge)	$5,446.68						10				10	$1,819.15	$122.34	$1,941.49	$7,388
7.5.2	Final Submittal	$5,212.71										0	$0.00	$0.00	$0.00	$5,213
7.6	Preliminary Right of Way	$4,228.45										0	$0.00	$0.00	$0.00	$4,228
SUBCONSULTANTS		**$372,475.17**	**$0.00**	**$30,212.37**	**$7,202.37**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$23,685.00**	**$0.00**	**$23,685.00**	**$433,575**
	Avila & Associates	$23,623.00											$23,685.00	$0.00	$23,685.00	$47,308
	BRG Engineering	$40,752.93											$0.00	$0.00	$0.00	$40,753
	Far Western Anthropological Research Group	$32,306.55		$16,790.98	$7,202.37								$0.00	$0.00	$0.00	$56,300
	Shannon & Wilson	$218,733.08		$13,421.39									$0.00	$0.00	$0.00	$232,154
	SHN Consulting Engineers & Geologists	$57,059.61											$0.00	$0.00	$0.00	$57,060
	Dewberry Other Direct Costs	**3,780.40**	**$0.00**	**$1,320.00**	**$0.00**								**$0.00**	**$0.00**	**$0.00**	**$5,100**
	Fixed Fee (10%)	**43,340.00**	**$823.92**	**$2,527.36**	**$225.65**								**$6,452.25**	**$433.93**	**$6,886.18**	**$53,803**
	Total	**$852,965.00**	**$9,063.15**	**$59,333.35**	**$9,684.53**	**42**	**26**	**126**	**40**	**60**	**60**	**354**	**$94,659.77**	**$4,773.22**	**$99,433.00**	**$1,030,479**

Mendocino County
Usal Creek Bridge on Usal Road

Dewberry
AMENDMENT #4 SUMMARY

DHA DIRECT LABOR

Person		*Hours*	*Rate*	*Total*
Levi Kinnebrew	Engineer VI	42	$ 87.94	$3,693.48
Nathan Donnelly	Engineer VII	26	$ 88.12	$2,291.12
Brittnie Ruiz	Engineer V	126	$ 69.71	$8,783.46
Kay Ngariuku	Engineer I	40	$ 39.81	$1,592.40
Jeff Bray	Professional VII	60	$ 90.14	$5,408.40
TBD	Professional II	60	$ 49.27	$2,956.20
	Subtotal Direct Labor:	354		$24,725.06
	Anticipated Salary Increases:			$1,662.83

Total Direct Labor: $26,387.89

DHA INDIRECT COSTS

Item	*Rate*	*Total*
Overhead	102.13%	$26,951.27
Fringe Benefit	58.82%	$15,522.10
Total	160.96%	$42,473.37

Total Indirect Costs: $42,473.37

DHA FEE

Amount		*Total*
Fee on DL + ICs	10.00%	$6,886.13

Total Fee: $6,886.13

DHA OTHER DIRECT COSTS

Item	*Unit*	*Quantity*	*Unit Price*	*Total*
Tolls & Parking	EA	0	$0.00	$0.00
Travel/Per diem	EA	0	$0.000	$0.00
Hotels	EA	0	$0.000	$0.00
	Subtotal:			$0.00

Total Other Direct Costs: $0.00

SUBCONSULTANTS

Subconsultant		*Total*
Avila & Associates		$23,685.00
BRG Engineering		$0.00
Far Western Anthropological Research Group		$0.00
Shannon & Wilson		$0.00
SHN Consulting Engineers & Geologists		$0.00
	Subtotal:	$23,685.00

Total Subconsultant Cost: $23,685.00

Total Contract: $99,433.00

Mendocino County DOT
Usal Creek Bridge

EXHIBIT 10-H COST PROPOSAL PAGE 3 OF 3

ACTUAL COST-PLUS-FIXED FEE CONTRACT

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Dewberry, Inc Contract No.: Date: 1/16/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) $182.27

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	4 Year Contract Duration
$64,522.52		354	=	$182.27	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	$182.27	+	3%	=	$187.74	Year 2 Avg Hourly Rate
Year 2	$187.74	+	3%	=	$193.37	Year 3 Avg Hourly Rate
Year 3	$193.37	+	3%	=	$199.17	Year 4 Avg Hourly Rate
Year 4	$199.17	+	3%	=	$205.14	Year 4 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	40.00%	*	354.0	=	141.6	Estimated Hours Year 1
Year 2	40.00%	*	354.0	=	141.6	Estimated Hours Year 2
Year 3	15.00%	*	354.0	=	53.1	Estimated Hours Year 3
Year 4	5.00%	*	354.0	=	17.7	Estimated Hours Year 4
Year 5	0.00%	*	354.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	354.0	

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	$182.27	*	141.6	=	$25,809.01	Estimated Hours Year 1
Year 2	$187.74	*	141.6	=	$26,583.28	Estimated Hours Year 2
Year 3	$193.37	*	53.1	=	$10,267.79	Estimated Hours Year 3
Year 4	$199.17	*	17.7	=	$3,525.27	Estimated Hours Year 4
Year 5	$205.14	*	0.0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$66,185.35	
			Direct Labor Subtotal before Escalation	=	$64,522.52	
			Estimated total of Direct Labor Salary Increase	=	**$1,662.83**	Transfer to Page 1

DEWBERRY APPROVED ICR

Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Dewberry Engineers Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: 160.96% and Field Office Rate (if applicable): 137.28%

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 01/01/2023 - 12/31/2023

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $428.1M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 45
- Years of consultant's experience with 48 CFR Part 31 is 43
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☑	Local Govt ICR Audit ☑	Caltrans ICR Audit ☐
CPA ICR Audit ☑	Federal Govt ICR Audit ☑	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Cynthia Chen Title**: Chief Financial Officer

Signature: Cynthia Chen Digitally signed by Cynthia Chen Date: 2024.06.05 08:55:00 -04'00' Date: 06/05/2024

Phone**: (703) 849-0409 Email**: cchen@dewberry.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

DEWBERRY SCHEDULE OF FEES

Dewberry

SCHEDULE OF FEES (7/1/24 - 6/30/25)

NAME OR CLASSIFICATION		ACTUAL HOURLY RATE OR RANGE
Levi Kinnebrew	ENGINEER VI	$ 87.94
Nathan Donnelly	ENGINEER VII	$ 88.12
Jeff Bray	PROFESSIONAL VII	$ 90.14
PRINCIPAL		$ 120.00 - $ 120.00
ENGINEER IX		$ 117.24 - $ 119.00
ENGINEER VIII		$ 100.69 - $ 114.49
ENGINEER VII		$ 82.21 - $ 99.68
ENGINEER VI		$ 77.29 - $ 90.06
ENGINEER V		$ 64.22 - $ 77.82
ENGINEER IV		$ 61.39 - $ 71.91
ENGINEER III		$ 47.71 - $ 60.02
ENGINEER II		$ 41.61 - $ 52.56
ENGINEER I		$ 36.01 - $ 47.17
TECHNICAL VI		$ 60.26 - $ 83.07
TECHNICAL V		$ 53.41 - $ 68.16
TECHNICAL IV		$ 49.98 - $ 60.71
TECHNICAL III		$ 44.21 - $ 59.64
TECHNICAL II		$ 33.56 - $ 48.99
TECHNICAL I		$ 18.05 - $ 26.09
CADD TECHNICIAN V		$ 62.60 - $ 76.68
CADD TECHNICIAN IV		$ 53.68 - $ 61.81
CADD TECHNICIAN III		$ 39.83 - $ 53.25
CADD TECHNICIAN II		$ 35.25 - $ 40.59
CADD TECHNICIAN I		$ 25.31 - $ 39.41
DESIGNER VI		$ 73.83 - $ 97.98
DESIGNER V		$ 69.90 - $ 87.33
DESIGNER IV		$ 63.11 - $ 79.88
DESIGNER III		$ 53.91 - $ 71.36
DESIGNER II		$ 45.67 $ 61.77
DESIGNER I		$ 34.07 - $ 52.19
PROFESSIONAL IX		$ 86.73 - $ 143.78
PROFESSIONAL VIII		$ 91.71 - $ 111.83
PROFESSIONAL VII		$ 80.64 - $ 92.30
PROFESSIONAL VI		$ 71.86 - $ 92.66
PROFESSIONAL V		$ 66.03 - $ 84.14
PROFESSIONAL IV		$ 55.02 - $ 67.88
PROFESSIONAL III		$ 47.50 - $ 61.28
PROFESSIONAL II		$ 41.80 - $ 58.58
PROFESSIONAL I		$ 30.40 - $ 41.03
CONSTRUCTION PROFESSIONAL VII		$ 129.21 - $ 145.00
CONSTRUCTION PROFESSIONAL VI		$ 111.79 - $ 135.00
CONSTRUCTION PROFESSIONAL V		$ 97.61 - $ 110.00
CONSTRUCTION PROFESSIONAL IV		$ 86.11 - $ 98.00
CONSTRUCTION PROFESSIONAL III		$ 73.61 - $ 87.00
CONSTRUCTION PROFESSIONAL II		$ 59.19 - $ 74.00
CONSTRUCTION PROFESSIONAL I		$ 49.68 - $ 60.00
INSPECTOR VII **		$ 97.61 - $ 110.00
INSPECTOR VI **		$ 79.28 - $ 97.00
INSPECTOR V **		$ 74.69 - $ 82.00
INSPECTOR IV **		$ 63.10 - $ 74.00
INSPECTOR III **		$ 56.43 - $ 65.00
INSPECTOR II **		$ 37.01 - $ 57.00
INSPECTOR I **		$ 34.43 - $ 40.00
ADMIN PROFESSIONAL V		$ 62.82 - $ 72.42
ADMIN PROFESSIONAL IV		$ 50.15 - $ 67.10
ADMIN PROFESSIONAL III		$ 38.72 - $ 51.66
ADMIN ASSISTANT II		$ 34.25 - $ 42.60
ADMIN ASSISTANT I		$ 25.11 - $ 37.28
GEOGRAPHER/GIS IX		$ 106.29 - $ 120.00
GEOGRAPHER/GIS VIII		$ 88.47 - $ 106.00
GEOGRAPHER/GIS VII		$ 76.18 - $ 90.00
GEOGRAPHER/GIS VI		$ 66.97 - $ 78.00
GEOGRAPHER/GIS V		$ 59.29 - $ 68.00
GEOGRAPHER/GIS IV		$ 50.15 - $ 63.00
GEOGRAPHER/GIS III		$ 46.00 - $ 53.00
GEOGRAPHER/GIS II		$ 33.32 - $ 48.00
GEOGRAPHER/GIS I		$ 36.25 - $ 38.00
ARCHITECT IX		$ 88.00 - $ 110.00
ARCHITECT VIII		$ 81.79 - $ 95.00
ARCHITECT VII		$ 77.65 - $ 85.00
ARCHITECT VI		$ 64.97 - $ 80.00
ARCHITECT V		$ 59.82 - $ 71.00
ARCHITECT IV		$ 54.68 - $ 62.00
ARCHITECT III		$ 46.54 - $ 56.00
ARCHITECT II		$ 40.39 - $ 48.00
ARCHITECT I		$ 35.79 - $ 42.00

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual

NOTES:

1. Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants. No charge will be invoiced for employee relocation cost.

*2. Classifications identified with ** are subject to prevailing wage.*

3. Rates subject to an annual escalation of 3%.

RESOLUTION NO. 25-191

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE FOURTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NO. 17-045/DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 170008 FOR PROFESSIONAL ENGINEERING SERVICES WITH DEWBERRY ENGINEERS, INC. IN THE AMOUNT OF $99,917, FOR A NEW CONTRACT AMOUNT OF $1,031,000, AND AUTHORIZING AN ADDITIONAL CONTINGENCY AMOUNT OF $103,000, FOR THE USAL CREEK BRIDGE REPLACEMENT PROJECT ON USAL ROAD, COUNTY ROAD 431, MILEPOST 5.94 (WHITETHORN AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to replace the structurally deficient bridge on Usal Road, County Road (CR) 431 over Usal Creek, milepost (M.P.) 5.94, in the Whitethorn area; and

WHEREAS, the costs of construction of the Usal Creek Bridge are anticipated to be 100% reimbursable through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits; and

WHEREAS, by Resolution Number (No.) 17-082 (June 20, 2017), the Board of Supervisors (BOS) approved BOS Agreement No. 17-045/DOT Agreement No. 170008 (Agreement) with Drake Haglan & Associates in the amount of $852,965 for professional engineering design services and authorized an additional contingency amount of $85,000; and

WHEREAS, on July 21, 2020, the second amendment was fully executed, approving the transfer and assignment of Agreement to Dewberry Engineers, Inc.; and

WHEREAS, additional and expanded tasks are needed for Section 4(f) documentation and further development of hydrology and hydraulic analyses required during the Type Selection process to support environmental and design approval, which tasks are reflected in the Scope of Services attached as Exhibit A to the amendment; and

WHEREAS, Dewberry Engineers, Inc. has agreed to complete the additional and expanded tasks for $99,917; and

WHEREAS, it is mutually agreed between DOT and Dewberry Engineers, Inc. that the total compensation payable under BOS Agreement No. 17-045 / DOT Agreement No. 170008, including all executed amendments, shall be increased to a not-to-exceed amount of $1,031,000; and

WHEREAS, DOT believes it is prudent to include a contingency in the amount of $103,000 for any future unforeseen work necessary to support project environmental and design completion under BOS Agreement No. 17-045/DOT Agreement No. 170008, and to authorize the Director of Transportation to execute amendments to use that contingency, so as to allow for timely completion of the work.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves the fourth amendment to BOS Agreement No. 17-045/DOT Agreement No. 170008 with Dewberry Engineers, Inc., to amend the scope of services to include specified additional and expanded tasks, attached as Exhibit A to the amendment, and to increase the amount to be paid under the agreement by $99,917, to a revised not-to-exceed total of $1,031,000, for professional engineering services for the Usal Creek Bridge Replacement Project; and

2. Approves a contingency amount of $103,000 for this Agreement, and authorizes the Director of Transportation or his designated representative to sign any and all amendments to the agreement that will not result in an increased cost beyond this stated contingency amount; and

3. Authorizes and directs the Chair of the Board of Supervisors to execute said fourth amendment to BOS Agreement No. 17-045/DOT Agreement NO. 170008 with Dewberry Engineers, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

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

October 27, 2025

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

RE: ADOPTION OF RESOLUTION APPROVING THE FOURTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 17-045/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 170008 FOR PROFESSIONAL ENGINEERING SERVICES WITH DEWBERRY ENGINEERS, INC. IN THE AMOUNT OF $99,917, FOR A NEW CONTRACT AMOUNT OF $1,031,000, AND AUTHORIZING AN ADDITIONAL CONTINGENCY AMOUNT OF $103,000, FOR THE USAL CREEK BRIDGE REPLACEMENT PROJECT ON USAL ROAD, COUNTY ROAD 431, MILE POST 5.94 (WHITETHORN AREA)

Honorable Board of Supervisors:

The Department of Transportation (DOT) respectfully requests the Board's approval of the attached Resolution authorizing execution of the fourth amendment to BOS Agreement Number (No.) 17-045/DOT Agreement No. 170008 with Dewberry Engineers, Inc. The proposed amendment increases the contract amount by $99,917, for a new total not-to-exceed amount of $1,031,000.

This project proposes replacing the functionally obsolete Usal Road Bridge over Usal Creek on County Road 431 at milepost 5.94. The current amendment addresses additional work needed to develop Section 4(f) documentation and expanded hydrology and hydraulics analyses requested by Caltrans District 1 during the Type Selection meeting.

The proposed services are detailed in Exhibit A to the fourth amendment. Dewberry has agreed to complete the work for the not-to-exceed amount of $99,917. DOT also believes it would be prudent to include a 10% contingency in the amount of $103,000 in order to address any unforeseen needs that may arise as the project continues toward final design, environmental documentation, and permitting.

The project is 100% reimbursable through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits.

I recommend and request the Board of Supervisors approve the fourth amendment to BOS Agreement No. 17-045/DOT Agreement No. 170008 for professional engineering services related to the Usal Road Bridge Replacement over Usal Creek and authorize the Director of Transportation or his designated representative to sign any and all amendments that do not exceed the authorized contingency.

DOT staff have prepared a draft Resolution which provides for said authorization for the Board's consideration and adoption.

I am available to respond to any questions the Board may have.

Respectfully submitted,



HOWARD N. DASHIELL
Director of Transportation

cc: B1601 Project File

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3y)

To: BOARD OF SUPERVISORS
From: Transportation
Meeting Date: November 18, 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 the Sixth Amendment to BOS Agreement No. 16-017 (Department of Transportation Agreement Number 160025) for Professional Engineering Services with Consor North America Inc. in the Amount of $196,000, for a New Contract Amount of $1,181,400, for the Lambert Lane Bridge Replacement over Robinson Creek, County Road 123A, Mile Post 0.10 (Boonville Area)

Recommended Action/Motion:
Adopt Resolution approving the sixth amendment to BOS Agreement No. 16-017 (Department of Transportation Agreement Number 160025) for professional engineering services with Consor North America Inc. in the amount of $196,000, for a new contract amount of $1,181,400, for the Lambert Lane Bridge Replacement over Robinson Creek, County Road 123A, milepost 0.10 (Boonville area); and authorize Chair to sign the same.

Previous Board/Board Committee Actions:
By Resolution Number (No.) 16-051 (April 19, 2016), the Board of Supervisors (BOS) approved BOS Agreement No. 16-017/DOT Agreement No. 160025 (Agreement) with Quincy Engineering Inc. (QEI) in the amount of $626,000 for professional engineering services for the Lambert Lane Bridge Replacement Project. By Resolution No. 19-228 (August 20, 2019), the BOS approved the second amendment of Agreement with QEI for an additional amount of $123,100 for a new contract amount of $749,100. By Resolution 22-238 (December 6, 2022) BOS approved the fourth amendment for $187,600 for a new contract amount of $987,400 and approved the transfer and assignment to Consor North America, Inc. (Consor). By Resolution No. 25-032 (February 11, 2025) the BOS authorized the Director of Transportation to advertise and award the DOT contract No. 230001 at an estimated cost of $6,500,000.

Summary of Request:
This Sixth Amendment provides for $196,000 of additional funds needed for additional or expanded tasks including extended property owner outreach and right-of-way negotiation support, coordination with the California Department of Fish and Wildlife (CDFW) for a major amendment to the Section 1602 Lake and Streambed Alteration Agreement, and supplemental construction support to address field issues, contractor submittals, and project documentation during construction. All project-related costs are eligible for 100% reimbursement under the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP) and Toll Credits. DOT requests approval of the sixth amendment to Agreement with Consor for an additional amount of $196,000 and a new contract amount of $1,181,400.

Item #: 3y)

Alternative Action/Motion:
Postpone approval of the sixth amendment to BOS Agreement No. 16-017/DOT Agreement No. 160025.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: District 5

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: FHWA HBP Grant E-76 BRLO(099)
current f/y cost: $196,000 *(estimated)*
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: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-192
Executed Item Type: Agreement
Number: 16-017-A3

RESOLUTION NO. 25-192

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE SIXTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 16-017/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 160025 FOR PROFESSIONAL ENGINEERING SERVICES WITH CONSOR NORTH AMERICA, INC., FOR THE AMOUNT OF $196,000, FOR A NEW CONTRACT AMOUNT OF $1,181,400, FOR THE LAMBERT LANE BRIDGE REPLACEMENT OVER ROBINSON CREEK, COUNTY ROAD 123A, MILEPOST 0.10 (BOONVILLE AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) is replacing the structurally deficient bridge on Lambert Lane, County Road (CR) 123A over Robinson Creek, milepost 0.10, in the Boonville area; and

WHEREAS, the costs of construction of the Lambert Lane Bridge are anticipated to be 100% reimbursable through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits.; and

WHEREAS, by Resolution Number (No.) 16-051 (April 19, 2016) the Board of Supervisors (BOS) approved BOS Agreement No. 16-017/DOT Agreement No. 160025 (Agreement) with Quincy Engineering Inc. (Quincy) in the amount of $626,000 for professional engineering services; and

WHEREAS, by Resolution No. 22-238 (December 6, 2022) BOS approved the fourth amendment to the Agreement, approving the transfer and assignment of Agreement to Consor North America, Inc. (Consor); and

WHEREAS, additional services are required to complete the Lambert Lane Bridge Replacement Project, including extended property owner outreach and right-of-way negotiation support, coordination with the California Department of Fish and Wildlife (CDFW) for a major amendment to the Section 1602 Lake and Streambed Alteration Agreement, and supplemental construction support to address field issues, contractor submittals, and project documentation during construction, which tasks are reflected in the Scope of Services attached as Exhibit A to the amendment; and

WHEREAS, Consor has agreed to complete the additional and expanded tasks for $196,000; and

WHEREAS, it is mutually agreed between DOT and Consor that the total compensation payable under BOS Agreement No. 16-017/DOT Agreement No. 160025 including all executed amendments, shall be increased to a not-to-exceed amount of $1,181,400.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves the sixth amendment to BOS Agreement No. 16-017/DOT Agreement No.160025 with Consor North America, Inc., to amend the scope of services to include specified additional and expanded tasks, attached as Exhibit A to the amendment, and to increase the amount to be pain under the agreement by $196,000, to a revise not-to-exceed amount of $1,181,400, for professional engineering services for the Lambert Lane Bridge Replacement over Robinson Creek, and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said sixth amendment to BOS Agreement No. 16-017/DOT Agreement No.160025 with Consor on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BOS AGREEMENT NO. 16-017-A3
DOT AGREEMENT NO. 160025

AMENDMENT 6

Original Agreement No.	16-017
Amendment 1	160025 A1
Amendment 2	16-017 A1
Amendment 3	160025 A3
Amendment 4	16-017-A2
Amendment 5	160025 A5

SIXTH AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 16-017 / DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 160025 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE LAMBERT LANE BRIDGE REPLACEMENT OVER ROBINSON CREEK, COUNTY ROAD 123A, MILE POST 0.10

This Sixth Amendment to Board of Supervisor's (BOS) Agreement Number (No.) 16-017/Department of Transportation (DOT) Agreement No. 160025 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Consor North America, Inc.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 16-017 / DOT Agreement No. 160025 was entered into on April 19, 2016 (the "Initial Agreement") for a total not-to-exceed amount of $626,000; and

WHEREAS, First Amendment (executed April 9, 2019) authorized Phase 2 of the Initial Agreement and extended the term of the Agreement to December 31, 2022; and

WHEREAS, Second Amendment (executed August 20, 2019) added $123,100 in compensation for an Extended Phase 1 study for buried cultural resources and an expanded hazardous materials assessment required by Caltrans, bringing the total not-to-exceed compensation to $749,100; and

WHEREAS, Third Amendment (Executed February 26, 2020) added $48,700 in compensation for an Extended Phase 2 study for buried cultural resources, bringing the total not-to-exceed compensation to $797,800; and

WHEREAS, Fourth Amendment (Executed December 6, 2022) added $187,600 in compensation for additional and expanded tasks due to delays in biological and cultural approvals, formally acknowledged the name change and assignment of the Agreement from Quincy Engineering, Inc. to Consor North America, Inc., and extended the term of the Agreement to December 31, 2024, bringing the total not-to-exceed compensation to $985,400; and

WHEREAS, Fifth Amendment (Executed November 19, 2024) extended the term of the Agreement to December 31, 2027; and

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

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

WHEREAS, the County has determined that additional services are necessary to complete the Lambert Lane Bridge Replacement Project, including extended property owner outreach and right-of-way negotiation support, coordination with the California Department of Fish and Wildlife (CDFW) for a major amendment to the Section 1602 Lake and Streambed Alteration Agreement, and supplemental construction support to address field issues, contractor submittals, and project documentation during construction; and

WHEREAS, these additional services are required to address project design revisions resulting from right-of-way agreements, permit modifications, and evolving channel conditions, and to ensure compliance with CDFW and Regional Water Board permit requirements during the extended construction period; and

WHEREAS, Consultant has agreed to provide these services for the amount of $196,000, and has provided a detailed scope of work and fee proposal to complete these services, which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $196,000 from $985,400 to $1,181,400; and

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by $196,000 from $985,400 to $1,181,400.

2. The Exhibit A, Definition of Services, set out in the Agreement is hereby amended by Exhibit A attached herein.

3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and amended by Exhibit B attached herein.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: October 14, 2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2193

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No. : BRLO-5910(099)

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: 10/30/2025

NAME AND ADDRESS OF CONTRACTOR:

Consor North America, Inc.

2868 Prospect Park Drive, Suite 250

Rancho Cordova, CA 95670

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

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

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 11/18/2025

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 11/18/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 10/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 10/29/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 10/29/2025

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: _____

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County of Mendocino County
Department of Transportation
Robinson Creek Bridge Replacement on Lambert Lane
County Project No. B1302, Federal No. BRLO 5910(099)

AMENDMENT 6

SCOPE OF WORK FOR LAMBERT LANE AT ROBINSON CREEK BRIDGE (BR. NO. 10C-0227)

The following is the proposed Amendment 6 *Scope of Work* and understanding of the additional and/or expanded tasks required for the above referenced Project. This amendment includes additional or expanded tasks when compared to the original scope of work. During the course of the project development process, expanded and additional tasks have ROWbeen identified and are needed to complete the project delivery process. These additional efforts will be performed in both the final right-of-way and permitting phases as well as during an expanded construction support phase. The areas of additional services include:

1. **Extended property owner outreach and Right-of-Way negotiation support.**

   At the conclusion of the Preliminary Engineering Phase, additional efforts were required by Consor in the right-of-way coordination process to help secure permanent acquisition and temporary easement rights from the property at the northwest corner of the Project required for construction.

   These efforts included multiple additional field meetings with the owner and owner's legal representative, follow-up online meetings, review of appraisals and counter offers, and development of supplemental exhibits and agreement language. Implementation of the final agreement also involved revisions to construction drawings and specifications for implementation during construction.

   At the time of these expanded efforts, and with approval of the County, existing budget from future Construction Support tasks was utilized to maintain the project schedule. This contract amendment will replenish that utilized budget.

2. **Coordination with the California Department of Fish and Wildlife (CDFW) to acquire an amended 1602 Lakebed and Stream Alteration Agreement.**

   The final agreement with the northwest property owner required modifications of the project design features and project footprint. The California Department of Fish and Wildlife (CDFW) determined that these changes would require a major revision of the 1602 permit. Additional efforts required to secure the revised permit included a supplemental field meeting, submittal of additional reports and information, development of a revised project description, and implementation of additional mitigation measurement requested by CDFW. In order to maintain the schedule required to bid the project for the 2025 summer construction season, and with approval by the County, budget from future Construction Support tasks was utilized to secure the revised project permits.

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3. Supplemental Construction Support

The County has requested Consor perform supplemental construction support during construction. This includes technical review of Contractor submittals, development of responses to Contractor requests-for-information, support with resolving potential construction claims, and support in executing construction change orders, as well as supplemental field observation and meeting participation.

Completion of these overall efforts will involve the following tasks and activities:

- Additional project management, project coordination, and project team meetings for agency, right-of-way and construction issue resolutions.
- Revising the contract documents to conform to current right-of-way agreements and CDFW permit requirements.
- Construction support and field observation.

Based on the late-bid start of the Project, and the Contractor's progress to-date, it is anticipated that the construction process will occur during one-and-a-half to two typical construction seasons.

The additional efforts are described below in accordance with the original contract scope of work.

PHASE 1 - PROJECT STUDY REPORT/ TYPE SELECTION

TASK 1: PROJECT MANAGEMENT

Consor will provide additional Project Management including tasks of management, tracking, and communication of project delivery budget, administrative costs, project progress reporting, and coordination with the County, as well as other project stakeholders, and the entire Project Development Team (PDT). Consor will develop, track, and lead the following project management tasks:

- Critical Path Schedule.
- Monthly PDT meetings and/or conference calls.
- Meeting Agendas, Minutes, and Action Item Summaries; and
- Monthly Invoices, Progress Reports and Look-Ahead Summaries.

TASK 5: ENVIRONMENTAL PROJECT MANAGEMENT - Project Permitting

Throughout the development of the project, the channel has continued to change downstream of the bridge crossing. This has resulted in erosion of the downstream eastern bank and a privately owned water tank has fallen into the active channel. The failure of the bank required design revisions of the project's rock slope protection. The Project will also remove the water tank from the channel as an agreed condition of right-of-way negotiations with the owner. These changes in the Project's in-channel work activities required re-consultation with the Regional Water Board and CDFW for updates to the project's construction permits, including support of completing a major amendment to the CDFW permit.

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Additional scope involved in this process included a supplemental field meeting with CDFW Conservation Engineering staff to discuss the project and the revised application, revisions to the permit project descriptions and impact quantities, revision to project exhibits and drawings, and modifications to the project specifications to incorporate the revised permit.

TASK 7: PROJECT DESIGN

Changes to the channel during final design phase required changes to the in-channel design features of the Project. Consor will make revisions to the Project Plans, Specifications, and Estimate package as required to implement changes from final right-of-way agreements and CDFW permit amendments. This includes engineering design to layout and draft plan sheets, editing of specification clauses, and revisions to the construction quantities and estimates to reflect the design changes. Primary design features that will be modified include: removal of an existing water tank in the creek, additional staging of bio-exclusionary fencing, inclusion of "no work" time windows in the order of work specifications, and other revisions to the contract bid documents.

TASK 8: RIGHT-OF-WAY SUPPORT

Consor will perform supplemental Right-of-Way coordination to secure final rights from the remaining property owner which is required to obtain project construction funding. These effort include two additional in-person field meetings with property owners and their legal counsel, four online meetings with the County, development of multiple exhibits to communicate Project design features with the property owners, and drafting language for use in formal correspondence and agreement clauses with the property owners.

TASK 9: CONSTRUCTION ASSISTANCE

Consor will perform expanded construction support services for the County during the Construction phase including performance of typical Design Engineer duties and additional field-based Structures Representative support. Consor understands the County will utilize a consultant construction manager to perform the bulk of construction inspection, materials testing, and construction records duties. Consor will integrate with the CM team to provide specific support related to the projects Structures (new bridge, temporary bridge, retaining walls, temp shoring, etc).

Request for Information (RFI) Support

Consor will work closely with the Construction Management Team to provide design clarifications as needed regarding the project construction documents to ensure a timely response to the contractor to "get in and get out" in one season. We recognize the importance of having timely responses to questions and providing accurate information to the Contractor to reduce the potential for delays and claims. The timing of this process is also dependent on the Contractor's operations and timelines. Consor will support construction of the project by being responsive to RFIs from the field regarding technical design and constructability issues.

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Submittal Reviews

Consor will share submittal review duties with the Construction Management Team and will provide comments to the RE for inclusion in their review prior to submitting them back to the Contractor. If clarification is needed for authorization further coordination can be provided. Consor will review and comment on submittals primarily related to the Project's Structures. Anticipated submittals for Consor review include:

- Temporary Shoring Submittals
- Temporary Foundations and Temporary Bridge Submittals
- Temporary Bridge Erection Plans
- Existing Bridge Demolition Submittals
- Bridge and Retaining Wall Bar Reinforcement shop drawings
- Bearing System Shop Drawings
- Steel Girder Shop Drawings
- Welding Procedures Specifications and Welding Quality Assurance Plans
- Steel Girder Erection Plans
- Falsework and Deck Formwork Submittals
- Bridge Railing Shop Drawings

Field Reviews and Special Observations

To support the County and Construction Management Team, Consor has included budget for multiple field reviews with a focus on Structure Representative activities and QC of the new bridge and retaining walls. These field activities will provide field support to take approved submittals to completed structures including setting and checking formwork and deck grades, CIDH pile installation operations oversight, and steel girder handling and erection. Consor has budgeted for supplemental site observation and QA of the following activities:

- Cast-In-Drilled Hole Pile Installation
- Abutment form grade setting and checks prior to Abutment pours
- New steel girders erection and cross-frame installation operations
- Setting new bridge deck grades prior to the deck pour

EXHIBIT B

Amendment #6 Budget Request

Task No	TASKS	Principal Engineer	Principal Engineer	Principal Engineer	Professional Engineer	Professional Engineer	Professional Engineer	Senior CAD Designer	Senior CAD Designer	Engineering Designer	Engineering Designer	Student Intern	Professional Engineer	Senior Engineer	CAD Technician	Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours		Subconsultant Subtotal
		JPJ	MK	MAS	RNP	AMH	GLK	DCP	BRM	CJL	MAF	SIN	PHFn	SeFn	CADt		Direct Labor	Labor + OH Multiplier	Fee Multiplier	Actual Labor Multiplier					
No.	Initial Hourly Rate	$134.48	$98.56	$31.05	$75.33	$56.64	$78.33	$34.09	$64.12	$47.80	$42.69	$21.68	$67.62	$47.02	$40.50										
	Key Personnel	Yes	No	No	No	No	No	No	No	Yes	No	No	No	No	No										
	Prevailing Wage	No	No	No	No	No	No	No	No	Yes	Yes	Yes	No	No	Yes										
	DFE Eligible	No	No	No	No	No	No	No	No	No	No	Yes	No	No	Yes			2.7103	12%	3.0355					
																0	$0	$0	$0.00	$0	$0				$0
1.0	**PROJECT MANAGEMENT**															0	$0	$0	$0.00	$0	$0	$ 12,470	44		$0
1.2	Additional Project Coordination	4	16													20	$1,968	$5,334	$640.04	$5,974	$6,033				$0
1.4	Additional Project Team Meetings	8	16													24	$2,426	$6,574	$788.93	$7,363	$7,437				$0
																0	$0	$0	$0.00	$0	$0				$0
5.0	**ENVIRONMENTAL PROJECT MANAGEMENT & COORDINATION**															0	$0	$0	$0.00	$0	$0	$ 22,181	98		$0
5.3	Project Permitting															0	$0	$0	$0.00	$0	$0				$0
5.3.1	Revised Project Descriptions	2	8													10	$964	$2,667	$320.02	$2,987	$3,017				$0
5.3.2	Revised Impact Exhibits and Quantities		12			24				16	16					68	$4,203	$11,395	$1,368.64	$12,763	$12,885				$0
5.3.3	CDFW Field Meeting, Travel, Minutes	8	12													20	$2,048	$5,551	$666.14	$6,217	$6,280				$0
																0	$0	$0	$0.00	$0	$0				$0
7.0	**PROJECT DESIGN**															0	$0	$0	$0.00	$0	$0	$ 28,411	146		$0
7.5	Final Plans, Specifications, & Estimate															0	$0	$0	$0.00	$0	$0				$0
7.5.1	Plan Revisions		8		40											48	$3,768	$10,213	$1,225.54	$11,438	$11,553				$0
7.5.2	Specification Revisions		8										40			48	$3,228	$8,748	$1,049.82	$9,798	$9,896				$0
7.5.3	Quantities & Estimate Revisions		4							24	24					52	$2,271	$6,155	$738.54	$6,893	$6,962				$0
																0	$0	$0	$0.00	$0	$0				$0
8.0	**RIGHT-OF-WAY SUPPORT**															0	$0	$0	$0.00	$0	$0	$ 18,125	60		$0
8.1	Supplemental Exhibits		4		8											12	$980	$2,656	$318.78	$2,975	$3,005				$0
8.2	Property Owner Meeting (Two)	16	16													32	$3,341	$9,056	$1,086.72	$10,143	$10,244				$0
8.3	ROW Agreement Drafts	4	12													16	$1,590	$4,310	$517.25	$4,828	$4,876				$0
																0	$0	$0	$0.00	$0	$0				$0
9.0	**CONSTRUCTION ASSISTANCE**															0	$0	$0	$0.00	$0	$0	$ 113,894	536		$0
9.1	Weekly Con Meetings (remote)		48													48	$4,590	$12,279	$1,473.43	$13,752	$13,890				$0
9.2	RFIs	8	80	24	32					80						204	$14,753	$38,631	$4,635.66	$43,266	$43,699				$0
9.3	Construction Submittals		40	8	12					100	40					220	$11,672	$31,636	$3,796.30	$35,432	$35,786				$0
9.4	Field Reviews															0	$0	$0	$0.00	$0	$0				$0
9.4.1	CIDH Installation		16													16	$1,510	$4,093	$491.14	$4,584	$4,630				$0
9.4.2	Abutment Grade Setting		12													12	$1,133	$3,070	$368.36	$3,438	$3,472				$0
9.4.3	Girder Erection w/ Cross Frames		12													12	$1,133	$3,070	$368.36	$3,438	$3,472				$0
9.4.4	Deck Grades and Placement		24													24	$2,265	$6,139	$736.72	$6,876	$6,945				$0
																0	$0	$0	$0.00	$0	$0				$0
																0	$0	$0	$0.00	$0	$0				$0
																0	$0	$0	$0.00	$0	$0				$0
	Subtotal - Hours	50	328	33	116	0	0	0	0	220	100	0	40	0	0	886	$63,303.55	$171,571.60	$20,588.59	$192,160.19	$194,081	$ 194,081	884		0
	Anticipated Salary Increases																$632.82	$1,715.17	$205.82	$1,920.99					
	Other Direct Costs																1819			$1,918.81	$1,918.81				0
	Total Cost	$5,723	$30,957	$2,976	$8,734	$0	$0	$0	$0	$8,338	$4,899	$0	$2,473	$0	$0	$63,304	$63,936	$173,287	$20,794	$196,000	$196,000			$0	$0

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Lambert Lane at Robinson Creek
Consultant Consor North America, Inc.
Project No. BRLO-5910(099) Contract No. B1302 Date 9/24/2025

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer	*	Jurrens, Jason	JPJ	50	$ 114.45	$80 - $170	$ 5,722.50
Principal Engineer		Katt, Maxwell	MK	328	$ 94.38	$80 - $170	$ 30,957.43
Principal Engineer		Sanchez, Michael	MAS	32	$ 93.01	$80 - $170	$ 2,976.29
Professional Engineer		Panayotov, Krassimir	KNP	116	$ 75.33	$45 - $100	$ 8,737.96
Professional Engineer		Hanson, Ashley	AMH	0	$ 58.68	$45 - $100	$ -
Professional Engineer		Keating, Gavin	GLK	0	$ 74.33	$45 - $100	$ -
Senior CAD Designer		Poglase, Craig	DCP	0	$ 74.28	$50 - $100	$ -
Senior CAD Designer		Maechler, Bob	BRM	0	$ 64.32	$50 - $100	$ -
Engineering Designer	**	Leue, Cole	CJL	220	$ 37.90	$35 - $95	$ 8,338.00
Engineering Designer	**	Edgar, Mahala	MAE	100	$ 40.99	$35 - $95	$ 4,098.57
Student Intern	** #	Student Intern	StIn	0	$ 21.85	$18 - $31	$ -
Professional Engineer		Professional Engineer	PrEn	40	$ 61.82	$45 - $100	$ 2,472.80
Senior Engineer		Senior Engineer	SeEn	0	$ 87.02	$55 - $125	$ -
CAD Technician	** #	CAD Technician	CADt	0	$ 41.50	$30 - $65	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			Subtotal:	886			$ 63,303.55

LABOR COSTS

a) Subtotal Direct Labor Costs $ 63,303.55
b) Anticipated Salary Increases (see page 2 for calculation) $ 632.83
c) **Total Direct Labor Costs** [(a) + (b)] $ 63,936.38

INDIRECT COSTS

d) Fringe Benefits (Rate: 46.78%): e) Total Fringe Benefits [(c) x (d)] $ 29,909.44
f) Overhead (Rate: 124.25%): g) Overhead [(c) x (f)] $ 79,440.95
h) General and Administrative (Rate: 0.00%): i) Gen & Admin [(c) x (h)] $ -
j) Total Indirect Costs [(e) + (g) + (i)] $ 109,350.39

FIXED FEE k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00%] $ 20,794.41

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	2160	Miles	$ 0.700	$ 1,512.00
Per Diem/Hotel	2	Day	$ 160.00	$ 320.00
Equipment Rental and Supplies		EA	$ -	$ -
Permit Fees		EA	$ -	$ -
Vendor Reproduction				$ -
Vellum		EA		$ -
81/2 X 11 Reproduction		EA		$ -
11 X 17 Reproduction		EA		$ -
Mounting Boards for Presentations		EA		$ -
Newsletters (Translation and printing)		EA		$ -
Title Report		EA		$ -
Miscellaneous	1		$ 86.81	$ 86.81

l) **TOTAL OTHER DIRECT COSTS** $ 1,918.81

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

0 $ -

m) **TOTAL SUBCONSULTANTS' COSTS** $ -
n) **Total Other Direct Costs INCLUDING SUBCONSULTANTS** [(l)+(m)] $ 1,918.81
TOTAL COST [(c) + (j) + (k) + (n)] $ 196,000.00

NOTES:

1. 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.
2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
3. Anticipated salary increases calculation (page 2) must accompany.
4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.
5. Employees considered"Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

Exhibit 10-H1 Cost Proposal Page 2 of 3

Cost-Plus-Fixed Fee or Lump Sum or 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
	$ 63,303.55		886	=	$71.45	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	$71.45	+	5%	=	$75.02	Year 2 Avg Hourly Rate
Year 2	$75.02	+	5%	=	$78.77	Year 3 Avg Hourly Rate
Year 3	$78.77	+	5%	=	$82.71	Year 4 Avg Hourly Rate
Year 4	$82.71	+	5%	=	$86.85	Year 5 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	80.00%	*	886	=	709	Estimated Hours Year 1
Year 2	20.00%	*	886	=	177	Estimated Hours Year 2
Year 3	0.00%	*	886	=	0	Estimated Hours Year 3
Year 4	0.00%	*	886	=	0	Estimated Hours Year 4
Year 5	0.00%	*	886	=	0	Estimated Hours Year 5
	Total		Total	=	886	

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	$71.45	*	709	=	$50,642.84	Estimated Hours Year 1
Year 2	$75.02	*	177	=	$13,293.54	Estimated Hours Year 2
Year 3	$78.77	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$82.71	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$86.85	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$63,936.38	
			Direct Labor Subtotal before Escalation	=	$ 63,303.55	
			Estimated total of Direct Labor Salary Increase	=	**$632.83**	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.

Exhibit 10-H1 Cost Proposal

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: Jason Jurrens, P.E. Title *: Regional Manager

Signature : Date of Certification (mm/dd/yyyy): 9/24/2025

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

*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:

Professional Engineering Services

RESOLUTION NO. 25-192

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE SIXTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 16-017/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 160025 FOR PROFESSIONAL ENGINEERING SERVICES WITH CONSOR NORTH AMERICA, INC., FOR THE AMOUNT OF $196,000, FOR A NEW CONTRACT AMOUNT OF $1,181,400, FOR THE LAMBERT LANE BRIDGE REPLACEMENT OVER ROBINSON CREEK, COUNTY ROAD 123A, MILEPOST 0.10 (BOONVILLE AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) is replacing the structurally deficient bridge on Lambert Lane, County Road (CR) 123A over Robinson Creek, milepost 0.10, in the Boonville area; and

WHEREAS, the costs of construction of the Lambert Lane Bridge are anticipated to be 100% reimbursable through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits.; and

WHEREAS, by Resolution Number (No.) 16-051 (April 19, 2016) the Board of Supervisors (BOS) approved BOS Agreement No. 16-017/DOT Agreement No. 160025 (Agreement) with Quincy Engineering Inc. (Quincy) in the amount of $626,000 for professional engineering services; and

WHEREAS, by Resolution No. 22-238 (December 6, 2022) BOS approved the fourth amendment to the Agreement, approving the transfer and assignment of Agreement to Consor North America, Inc. (Consor); and

WHEREAS, additional services are required to complete the Lambert Lane Bridge Replacement Project, including extended property owner outreach and right-of-way negotiation support, coordination with the California Department of Fish and Wildlife (CDFW) for a major amendment to the Section 1602 Lake and Streambed Alteration Agreement, and supplemental construction support to address field issues, contractor submittals, and project documentation during construction, which tasks are reflected in the Scope of Services attached as Exhibit A to the amendment; and

WHEREAS, Consor has agreed to complete the additional and expanded tasks for $196,000; and

WHEREAS, it is mutually agreed between DOT and Consor that the total compensation payable under BOS Agreement No. 16-017/DOT Agreement No. 160025 including all executed amendments, shall be increased to a not-to-exceed amount of $1,181,400.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves the sixth amendment to BOS Agreement No. 16-017/DOT Agreement No.160025 with Consor North America, Inc., to amend the scope of services to include specified additional and expanded tasks, attached as Exhibit A to the amendment, and to increase the amount to be pain under the agreement by $196,000, to a revise not-to-exceed amount of $1,181,400, for professional engineering services for the Lambert Lane Bridge Replacement over Robinson Creek, and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said sixth amendment to BOS Agreement No. 16-017/DOT Agreement No.160025 with Consor on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

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

October 27, 2025

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

RE: ADOPTION OF RESOLUTION APPROVING THE SIXTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 16-017/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 160025 FOR PROFESSIONAL ENGINEERING SERVICES WITH CONSOR NORTH AMERICA, INC. IN THE AMOUNT OF $196,000, FOR A NEW CONTRACT AMOUNT OF $1,181,400, FOR THE LAMBERT LANE BRIDGE REPLACEMENT PROJECT OVER ROBINSON CREEK, COUNTY ROAD 123A, MILEPOST 0.10 (BOONVILLE AREA)

Honorable Board Members:

The Department of Transportation (DOT) respectfully requests the Board's approval of the attached Resolution authorizing execution of the sixth amendment to BOS Agreement Number (No.) 16-017/DOT Agreement No. 160025 with Consor North America, Inc. (Consor). The proposed amendment increases the contract amount by $196,000, for a new not-to-exceed amount of $1,181,400.

This project is replacing the structurally deficient Lambert Lane Bridge Over Robinson Creek, County Road 123A at milepost 0.10. The current amendment addresses additional work as a result of extended right-of-way negotiations, including permit amendments, and supplemental construction support.

The proposed services are detailed in Exhibit A of the amendment. Consor has agreed to complete the work for the not-to-exceed amount of $196,000.

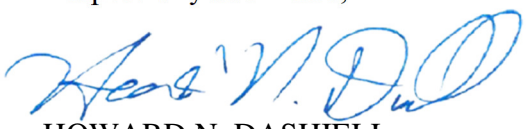
The project is 100% reimbursable through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits.

I recommend and request the Board of Supervisors approve the sixth amendment to BOS Agreement No. 16-017/DOT Agreement No. 160025 for professional engineering services related to the Lambert Lane Bridge Replacement over Robinson Creek and authorize the Dirst of Transportation or his designated representative to sign any and all amendments that do not exceed the authorized Agreement amount.

DOT staff have prepared a draft Resolution which provides for said authorization for the Board's consideration and adoption.

I am available to respond to any questions the Board may have.

Respectfully submitted,



HOWARD N. DASHIELL
Director of Transportation

cc: DOT Project B1302

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3z)

To: BOARD OF SUPERVISORS
From: Transportation
Meeting Date: November 18, 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 the Eleventh Amendment to BOS Agreement No. 11-056 (Department of Transportation Agreement Number 110002) for Professional Engineering Services with Consor North America, Inc. in the Amount of $239,400, for a New Contract Amount of $1,691,900 for the Ackerman Creek Bridge Replacement Project on North State Street, County Road 104, Milepost 0.94 (Ukiah Area)

Recommended Action/Motion:
Adopt Resolution approving the eleventh amendment to BOS Agreement No. 11-056 (Department of Transportation Agreement Number 110002) for professional engineering services with Consor North America, Inc. in the amount of $239,400, for a new contract amount of $1,691,900 for the Ackerman Creek Bridge Replacement Project on North State Street, County Road 104, milepost 0.94 (Ukiah area); and authorize Chair to sign the same.

Previous Board/Board Committee Actions:
By Resolution Number (No.) 11-093 (June 14, 2011), the Board of Supervisors (BOS) approved BOS Agreement No. 11-056/Department of Transportation (DOT) Agreement No. 110002 (Agreement) with Quincy Engineering, Inc. (QEI) in the amount of $650,400 for professional engineering services for the Ackerman Creek Bridge Replacement Project. By Resolution No. 15-154 (October 6, 2015), the BOS approved the third amendment for $306,300 for a new total contract amount of $956,700. By Resolution No. 19-358 (October 1, 2019), the BOS approved the fifth amendment for $199,800 for a new contract amount of $1,156,500. By Resolution No. 21-048 (April 6, 2021), the BOS authorized DOT to advertise and award DOT Contract No. 200093 at an estimated cost of $9,889,000. On March 14, 2023, the eighth amendment was fully executed, approving the transfer and assignment of Agreement to Consor North America, Inc. (Consor). By Resolution No. 24-023 (February 6, 2024), the BOS reauthorized the Director of Transportation to advertise and award DOT Contract No. 200093 at a revised estimate of $15,000,000. By Resolution No. 24-031 (February 27, 2024), the BOS approved the tenth amendment for $296,000 for a new contract amount of $1,452,500.

Summary of Request:
The eleventh amendment provides for $239,400 of additional funds needed to support the Value Engineering Change Proposal (VECP), as well as fishway permitting coordination and associated hydraulic modeling and plan revisions for permit compliance. All project-related costs are to be funded primarily (88.53%) through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP), with the local match (11.47%) funded through Mendocino College grant funds, the State Transportation Improvement Program (STIP), the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), and the Road Fund.

Item #: 3z)

DOT requests approval of the eleventh amendment to Agreement with Consor for an additional amount of $239,400 and a new contract amount of $1,691,900.

Alternative Action/Motion:
Postpone approval of the eleventh amendment to BOS Agreement No. 11-056/DOT Agreement No. 110002.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: District 1

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:
source of funding: FHWA HBP, Mendocino College, CRRSAA, STIP, and Road Fund
current f/y cost: $239,400 *(estimated)*
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: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-193
Executed Item Type: Agreement
Number: 11-056-A11

RESOLUTION NO. 25-193

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE ELEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 11-056/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 110002 FOR PROFESSIONAL ENGINEERING SERVICES WITH CONSOR NORTH AMERICA, INC., IN THE AMOUNT OF $239,400, FOR A NEW CONTRACT AMOUNT OF $1,691,900, FOR THE ACKERMAN CREEK BRIDGE REPLACEMENT ON NORTH STATE STREET, COUNTY ROAD 104, MILEPOST 0.97 (UKIAH AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) is replacing the functionally obsolete bridge over Ackerman Creek on North State Street, County Road (CR) 104, milepost (M.P.) 0.97; and

WHEREAS, the costs of construction of the Ackerman Creek Bridge on North State Street are anticipated to be paid for primarily through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP), with the local match funded through Mendocino College grant funds, the State Transportation Improvement Program funds, Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funds, and the Road Fund; and

WHEREAS, by Resolution Number (No.) 11-093 (June 14, 2011), the Board of Supervisors approved BOS Agreement No. 11-056/DOT Agreement No. 110002 (Agreement) with Quincy Engineering Inc. (Quincy) in the amount of $650,400 for professional engineering services; and

WHEREAS, on March 14, 2023, the eighth amendment was fully executed, approving the transfer and assignment of Agreement to Consor North America, Inc.(Consor); and

WHEREAS, additional coordination with the California Department of Fish and Wildlife (CDFW) and other permitting agencies, as well as tasks associated with the Value Engineering Change Proposal (VECP), have increased the time and resources Consor requires for construction design support, including regulatory meetings, modeling, and revisions to project plans, which tasks are reflected in the Scope of Services attached as Exhibit A to the amendment; and

WHEREAS, Consor has agreed to complete the additional and expanded tasks for $239,400; and

WHEREAS, it is mutually agreed between DOT and Consor that the total compensation payable under BOS Agreement NO. 11-056/DOT Agreement No. 110002, including all executed amendments, shall be increased to a not-to-exceed amount of $1,691,900.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves the eleventh amendment to BOS Agreement No. 11-056/DOT Agreement No. 110002 with Consor North America, Inc., to amend the scope of services to include specified additional and expanded tasks, attached as Exhibit A to the amendment, and to increase the amount to be paid under the agreement by $239,400, to a revised not-to-exceed amount of $1,691,900, for professional engineering services for the Ackerman Creek Bridge Replacement on North State Street, and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said eleventh amendment to BOS Agreement No. 11-056 / DOT Agreement No. 110002 with Consor North America, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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. 11-056-A11
DOT AGREEMENT NO. 110002

AMENDMENT 11

Original Agreement No.	11-056
Amendment 1	11-056 A1
Amendment 2	11-056 A2
Amendment 3	11-056 A3
Amendment 4	11-056 A4
Amendment 5	11-056 A5
Amendment 6	110002-A6
Amendment 7	110002-A7
Amendment 8	110002-A8
Amendment 9	110002-A9
Amendment 10	11-056 A10

ELEVENTH AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 11-056 / DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 110002 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE ACKERMAN CREEK BRIDGE REAPLCEMENT ON NORTH STATE STREET, COUNTY ROAD 104, MILE POST 0.97

This Eleventh Amendment to Board of Supervisor's (BOS) Agreement No. 11-056 / Department of Transportation (DOT) Agreement No. 110002 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Consor North America, Inc.**, hereinafter referred to as "CONSULTANT," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 11-056 / DOT Agreement No. 110002 was entered into on June 14, 2011 (the "Initial Agreement"); and

WHEREAS, the First Amendment (executed August 22, 2011) updated the contract to incorporate Caltrans Local Assistance Procedures Manual (LAPM) Exhibit provisions required for federally funded projects; and

WHEREAS, the Second Amendment (executed December 10, 2013) extended the term of the Agreement to December 31, 2015; and

WHEREAS, the Third Amendment (executed October 6, 2015) extended the term to December 31, 2018, and added $306,300 in compensation to support continued environmental work, updated preliminary engineering, and right-of-way coordination, bringing the total not-to-exceed compensation to $956,700; and

WHEREAS, the Fourth Amendment (executed November 27, 2018) extended the term to December 31, 2020, and updated the rate schedules without a change to the not-to-exceed compensation; and

WHEREAS, the Fifth Amendment (executed October 7, 2019) added $199,800 in compensation to complete additional design revisions, utility coordination, permitting support, and ROW acquisition services, bringing the total not-to-exceed compensation to $1,156,500; and

WHEREAS, the Sixth Amendment (executed December 15, 2020) extended the Agreement term to December 31, 2021; and

WHEREAS, the Seventh Amendment (executed December 8, 2021) extended the term to December 31, 2023; and

WHEREAS, the Eighth Amendment (executed March 14, 2023) formally acknowledged the name change and assignment of the Agreement from Quincy Engineering, Inc. to Consor North America, Inc.; and

WHEREAS, the Ninth Amendment (executed June 28, 2023) extended the term of the Agreement to December 31, 2026; and

WHEREAS, the Tenth Amendment (executed February 27, 2024) added $296,000 in compensation to update plans and specifications to 2023 Caltrans standards, complete peer review of the fishway design, coordinate with utilities, support the bid process, and provide limited construction support, bringing the total not-to-exceed compensation to $1,452,500; and

WHEREAS, the Initial Agreement and Amendments No. 1 through 10 are collectively referred to as the Agreement; and

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

WHEREAS, County has determined that additional services are necessary to complete the project, including substantial efforts associated with the Value Engineering Change Proposal (VECP), extended coordination with the California Department of Fish and Wildlife (CDFW), and extensive hydraulic modeling and plan revisions required for permit compliance; and

WHEREAS, Consultant has agreed to provide these services for the amount of $239,400, and has provided a detailed scope of work and fee proposal to complete these services, which is attached hereto as Exhibit A and incorporated herein by reference; and

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WHEREAS, it is the desire of County and Consultant to increase the total amount payable by $239,400 from $1,452,500 to $1,691,900

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by $239,400 from $1,452,500 to $1,691,900

2. The Exhibit A, Definition of Services, set out in the Agreement is hereby amended by the Exhibit A attached herein.

3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and amended by the Exhibit B attached herein.

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

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: October 14, 2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2193

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No. : BHLS-5910(081)

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 11/18/2025

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 11/18/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 10/29/2025

CONSULTANT/COMPANY NAME

By: _____
SIGNATURE

Date: 10/30/2025

NAME AND ADDRESS OF CONSULTANT:

Consor North America, Inc.

2868 Prospect Park Drive, Suite 250

Rancho Cordova, CA 95670

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: 10/29/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 10/29/2025

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: _____

2868 Prospect Park Drive, Suite 250
Rancho Cordova, CA 95670
916.368.9181

Mendocino County - DOT
Ackerman Creek Bridge Replacement

AMENDMENT 11

SCOPE OF WORK FOR N. STATE STREET AT ACKERMAN CREEK BRIDGE (BR. NO. 10C0065) FEDERAL PROJECT #5910(117)

At the request of the County of Mendocino Department of Transportation, Consor will perform additional and supplemental scope of work services for the above referenced Project. These additional efforts will be performed in the construction support phase of the Project to support on two Project activities:

1. **Execution of a Value Engineering Change Proposal by the Project Contractor.**

   The Contractor has proposed to modify the Project staging. The purpose of these modifications is to accommodate a revised traffic handling plan during construction by using a temporary detour road. This revised detour traffic handling concept will eliminate stage construction of the bridge and decrease the construction staging of the road and channel improvements. This proposal would result in the entire in-stream portion of the project being completed in a single construction season, as opposed to two seasons as originally designed and permitted. Based on engineering and environmental evaluations, the detour proposal will streamline the construction schedule, reduce the duration of temporary impacts, decrease construction complexity and risk, and minimize impacts to the traveling public.

   Engineering and project management is required to design and develop plans for the traffic detour, revise the bridge design for a single construction stage, perform coordination with impacted utilities, revalidate the project's environmental clearances, and confirm revised permit conditions.

   As part of the defined Value Engineering Change Proposal contractual modification process, any resulting cost savings in construction, less engineering and administration costs, will be equally shared between the Contractor and County. The additional engineering is a cost requiring a contract modification between Consor and the County, but these costs will be deducted from the value of payments made by the County to the Contractor for completion of the construction contract. Overall, the cost of the project to the County will decrease while the schedule is simultaneously accelerated.

2. **Re-design of the restored channel fishway system to satisfy the California Department of Fish and Wildlife (CDFW) and maintain a valid 1602 Lakebed and Stream Alteration Agreement.**

   Modification of the project staging and traffic handling requires re-confirmation of construction permits from various jurisdictional resource agencies including CDFW. Separate from the staging changes described above, CDFW communicated to the County a desire to update and modify the design of a roughened channel fish passage improvement which is part of the channel restoration below the existing bridge. The detailed review and update of the design is required by CDFW to execute a permit amendment for the revised project construction sequence. However, even without the proposed staging changes, CDFW would have re-initiated a review and redesign of the fishway system at the time of project start notification.

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Rancho Cordova, CA 95670
916.368.9181

Completion of these overall project goals will involve the following tasks and activities:

- Additional project management, project coordination, and project team meetings for agency, right-of-way and construction issue resolutions. CDFW specifically requested meetings for twice a week over the course of multiple weeks during the design revaluation process. This level of coordination is needed to reach a resolution on the permit amendment to maintain the construction schedule.
- Revising the contract documents for new staging sheets and revised fishway design sheets. This requires significant revisions throughout the road, bridge, and channel improvement plan sets and as well as minor revisions to the project specifications.
- Additional utility coordination with City of Ukiah Electric and Millview County Water District for impacts to overhead electric lines and a temporary potable waterline along the detour. Further coordination with PG&E is also anticipated through the course of construction.
- Construction support including review of Contract submittals, developing responses to requests-for-information, support with resolving potential construction claims, support in executing construction change orders, and generating construction records including As-Built drawings as a result of the changes to the staging and fishway design.

The additional efforts are described below in accordance with the original contract scope of work.

PHASE 1 - PROJECT STUDY REPORT/TYPE SELECTION

TASK 1: PROJECT MANAGEMENT

Consor will provide additional Project Management including tasks of management, tracking, and communication of project delivery budget, administrative costs, project progress reporting, and coordination with the County, as well as other project stakeholders, and the entire Project Development Team (PDT). Consor will develop, track, and lead the following project management tasks:

- Critical Path Schedule.
- Monthly PDT meetings and/or conference calls.
- Meeting Agendas, Minutes, and Action Item Summaries; and
- Monthly Invoices, Progress Reports and Look-Ahead Summaries.

PHASE 4 - FINAL DESIGN

TASK 21: FINAL DESIGN FOR VECP

Consor will perform engineering design to layout the horizontal and vertical alignments for the temporary traffic detour. Consor will develop construction staging sequence to ensure the revised project is constructable from a footprint space and timing standpoint. Consor will revise signage, stripping, and construction detail plans as appropriate to accommodate the detour. Consor will re-design the bridge for a single stage construction approach including stamped engineering calculations and full independent check. Final design efforts also include utility coordination efforts related to

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incorporating the design of a temporary waterline shoo-fly as well as coordination between the temporary overhead electric lines and proposed detour road.

TASK 22: DETAILING FOR VECP

Consor will revise the project plans (roadway, bridge, and channel) to execute the staging VECP and update the fishway design in a manner that will be approved by CDFW. This includes stage construction plans, traffic handling plans, channel improvement construction details, and the entirety of the bridge plan set. Plan sheets will also be revised reflect any changes with utilities owned by City of Ukiah Electric and Millview Water District for the construction staging and final relocations.

TASK 26: CONSTRUCTION QUANTITIES & ESTIMATE

Consor will revise the construction quantities and engineer's estimate to incorporate bid items resulting from the plan and specification updates. Consor will update the construction cost estimate to determine cost savings and coordinate with the Construction Management team to execute a Construction Change Order through the VECP process.

TASK 31: CREEK RESTORATION FINAL DESIGN - CDFW FISHWAY

Consor will coordinate with the County, CDFW, Caltrans, and National Marine Fishery Service to evaluate and update the design of the roughened channel fishway. Design will include detailed hydraulic modeling to evaluate suggestions for improvements by CDFW. This process is expected to require several model and analysis iterations to evaluate water flow depths and velocities and to reach the final revised design. Coordination time will also be extensive as CDFW specifically requested twice a week meetings during the design modification process.

Task 35- CONSTRUCTION ENGINEERING SUPPORT SERVIES

The Consor team will coordinate between the County and Construction Management Team members to monitor and ensure the proper resources are assigned to the project and communicate regularly with Team members regarding changes from both the VECP and the CDFW approved fishway design. These efforts will also include participation of weekly construction meetings and special focused meetings on an as needed basis.

Task 35.1 – Request for Information (RFI) Support

Consor maintains the same high level of service through the completion of construction as we do during the design phase. We work closely with the Construction Management Team to provide clarifications as needed regarding the design to ensure a timely response to the contractor to "get in and get out" in one season. We recognize the importance of having timely responses to questions and information. The detour design will require a measure of fitting to field conditions and the fishway

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design is very unique construction feature. Consor will support construction of these designs by being responsive to RFIs from the field regarding these aspects of construction.

Task 35.2 – Submittal Reviews

The Consor Team will be available to support the Construction Management Team and will provide comments to the RE for inclusion in their review prior to submitting them back to the Contractor. If clarification is needed for authorization further coordination can be provided. Consor will review and comment on submittals until authorized.

Task 35.3 – Field Reviews or Special Observations

To support the County and Construction Management Team, Consor has included budget for multiple field reviews with a focus on QC of the fishway installation. These design-led field inspections are a requirement of the CDFW permit. Consor will also prepare weekly reports for transmittal by the County to CDFW as a permit compliance action. Consor is also available for observation of specific elements of construction as needed by the CM Team.

EXHIBIT B

Amendment #11 Budget

Project Number: Mendocino County Project Name: Ackerman Creek Bridge

Task No.	TASKS	Principal Engineer	Principal Engineer	Professional Engineer	Engineering Designe	Engineering Designe	Professional Engineer	Senior Engineer	Professional Engineer	Principal Engineer	Professional Engineer	Senior CAD Designer	CAD Technician	Professional Engineer	Engineering Designer	Engineering Designe	Principal Engineer	Professional Engineer	Consor. Total Hours	Consor. Total Labor Dollars	Consor. NLF Budget	NLF + Escalation	Task Cost	Task Hours	Subconsultant Subtotal
		JPJ	MK	KNP	HOA	AAF	TLT	TZR	CJC	CDO	AMH	RRM	PSK	AKJ	DNL	MAF	SK	CS		Direct Labor	Actual Labor Multiplier				
	Initial Hourly Rate	$214.45	$94.50	$75.83	$69.73	$47.86	$88.55	$77.24	$57.96	$101.10	$61.83	$69.32	$46.26	$63.40	$36.85	$42.05	$89.74	$61.29							
	Key Personnel	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No							
	Prevailing Wage	No	No	No	Yes	Yes	No	No	No	No	No	No	Yes	No	Yes	Yes	No	No							
	DT Eligible	No	No	No	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No			3.2686				
																			0	$0	$0	$0			$0
1.0	Project Management																		0	$0	$0	$0	$ 9,915	32	$0
1.1	Additional PM and Coordination Time		32																32	$3,026	$9,888	$9,915			$0
																			0	$0	$0	$0			$0
21.0	**Final Design for VECP**																		0	$0	$0	$0	$ 65,659	288	$0
21.1	VECP Coordination Meetings with Oroville, County, & CM	16	24	4															44	$4,804	$14,385	$14,417			$0
21.2	Bridge Design - Superstructure		4				32												36	$2,478	$8,098	$8,136			$0
21.3	Bridge Design - Substructure		4				24												28	$1,953	$6,380	$6,412			$0
21.4	Detour Design (LO, Profile, Signage)		4	40															44	$3,451	$11,272	$11,328			$0
21.5	Aggrade/n Roadway Staging		4	16															20	$1,607	$5,249	$5,275			$0
21.6	Roadway Independent Check	2		8	32														38	$2,098	$6,845	$6,880			$0
21.7	Bridge Independent Check		2				8	32											42	$3,186	$10,406	$10,458			$0
21.8	Design QA/QC									8									8	$826	$2,699	$2,712			$0
																			0	$0	$0	$0			$0
22.0	**Detailing - Plan Revisions VECP**																		0	$0	$0	$0	$ 24,308	112	$0
22.1	Roadway Plans	2		60															62	$4,639	$15,606	$15,685			$0
22.2	Bridge Plans		2				8						40						50	$2,566	$8,381	$8,423			$0
																			0	$0	$0	$0			$0
26.0	**VECP Quantities & Cost Estimates**																		0	$0	$0	$0	$ 13,803	72	$0
26.1	Roadway Staging, Detour			24											16				40	$2,466	$8,064	$8,094			$0
26.2	Bridge						16									16			32	$1,739	$5,685	$5,709			$0
																			0	$0	$0	$0			$0
31.0	**Creek Restoration Design**																		0	$0	$0	$0	$ 60,856	238	$0
31.1	Field Review Meeting	8	8																16	$1,671	$5,457	$5,485			$0
31.2	Bi-Weekly Design Meetings	12	24																36	$3,639	$11,886	$11,945			$0
31.3	Surface Modeling	4																42	46	$3,032	$9,903	$9,952			$0
31.4	HEC-RAS Analysis		4														36		40	$3,493	$11,410	$11,467			$0
31.5	Design Documentation Memo	4	12																16	$1,590	$5,195	$5,221			$0
31.6	Plan Revisions	8	8										32					32	80	$5,113	$16,702	$16,785			$0
																			0	$0	$0	$0			$0
35.0	Construction Engineering Support																		0	$0	$0	$0	$ 63,822	276	$0
35.1	RFIs		16		24		24									60			124	$6,837	$22,334	$22,445			$0
35.2	Outstanding Submittals		32													48			80	$5,088	$16,613	$16,696			$0
35.3	Fishway Field Reviews / Reports	36	36																72	$7,518	$24,554	$24,681			$0
																			0	$0	$0	$0			$0
	Subtotal - Hours	92	216	148	56	0	112	32	0	8	0	0	72	0	16	124	36	74	986	$72,606.72	$237,176.53	$238,363	$ 238,363	986	0
	Anticipated Salary Increases																			$363.03	1037	$1,186.03			
	Other Direct Costs																			1037	$1,037.44	$1,037.44			0
	Total Cost	$19,829	$20,387	$11,271	$3,749	$0	$7,353	$2,472	$0	$810	$0	$0	$3,333	$0	$822	$5,336	$3,115	$4,535	$72,607	$72,970	$239,400	$239,400			$0

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Ackerman Creek Bridge

Consultant Consor North America, Inc.

Project No. Mendocino County Contract No. dment #11 Pr Date 7/16/2025

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer	*	Jurrens, Jason	JPJ	92	$ 114.45	$80 - $170	$ 10,529.40
Principal Engineer		Katt, Maxwell	MK	216	$ 94.38	$80 - $170	$ 20,386.60
Professional Engineer		Panayotov, Krassimir	KNP	148	$ 76.83	$45 - $100	$ 11,370.84
Engineering Designer	**	Gutierrez Angel, Hernan	HGA	56	$ 48.73	$35 - $95	$ 2,728.88
Engineering Designer	**	Zubarev, Aleksandr	AAZ	0	$ 47.36	$35 - $95	$ -
Professional Engineer		Truchement, Thomas	TLT	112	$ 65.65	$45 - $100	$ 7,352.80
Senior Engineer		Eaton, Tyler	TZE	32	$ 77.24	$55 - $125	$ 2,471.62
Professional Engineer		Cajegas, Cyam	CJC	0	$ 57.98	$45 - $100	$ -
Principal Engineer		Davis, Carolyn	CDD	8	$ 103.28	$80 - $170	$ 826.22
Professional Engineer		Hanson, Ashley	AMH	0	$ 61.61	$45 - $100	$ -
Senior CAD Designer		Maechler, Bob	BRM	0	$ 64.32	$50 - $100	$ -
CAD Technician	** #	Kenny, Patrick	PSK	72	$ 46.29	$30 - $65	$ 3,332.88
Professional Engineer		Johnson, Anna	AKJ	0	$ 65.65	$45 - $100	$ -
Engineering Designer	**	Leahy, Derrick	DNL	16	$ 38.85	$35 - $95	$ 621.60
Engineering Designer	**	Edgar, Mahala	MAE	124	$ 43.03	$35 - $95	$ 5,335.72
Principal Engineer		Shalini Kedia	SK	36	$ 86.54	$80 - $170	$ 3,115.44
Professional Engineer		Casey Schireman	CS	74	$ 61.28	$45 - $100	$ 4,534.72
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			0	0	$ -	$ -	$ -
			Subtotal:	986			$ 72,606.72

LABOR COSTS

a) Subtotal Direct Labor Costs $ 72,606.72

b) Anticipated Salary Increases (see page 2 for calculation) $ 363.08

c) **Total Direct Labor Costs** [(a) + (b)] $ 72,969.80

INDIRECT COSTS

d) Fringe Benefits (Rate: 56.61%):

e) Total Fringe Benefits [(c) x (d)] $ 41,308.20

f) Overhead (Rate: 135.05%):

g) Overhead [(c) x (f)] $ 98,545.71

h) General and Administrative (Rate: 0.00%):

i) Gen & Admin [(c) x (h)] $ -

j) Total Indirect Costs [(e) + (g) + (i)] $ 139,853.92

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00%] $ 25,538.85

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs (4 round trips to the site)	1264	Miles	$ 0.700	$ 884.80
Per Diem/Hotel		Day	$ -	$ -
Equipment Rental and Supplies		EA	$ -	$ -
Permit Fees		EA	$ -	$ -
Vendor Reproduction				$ -
Vellum		EA		$ -
81/2 X 11 Reproduction		EA		$ -
11 X 17 Reproduction		EA		$ -
Mounting Boards for Presentations		EA		$ -
Newsletters (Translation and printing)		EA		$ -
Title Report		EA		$ -
Miscellaneous	1	EA	$ 152.64	$ 152.64
			l) TOTAL OTHER DIRECT COSTS	$ 1,037.44

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

0	$ -
0	$ -
0	$ -
0	$ -
0	$ -
0	$ -
0	$ -
0	$ -
0	$ -
m) TOTAL SUBCONSULTANTS' COSTS	$ -
n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]	$ 1,037.44
TOTAL COST [(c) + (j) + (k) + (n)]	$ 239,400.00

NOTES:

1. 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.
2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
3. Anticipated salary increases calculation (page 2) must accompany.
4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.
5. Employees considered"Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

Exhibit 10-H1 Cost Proposal Page 2 of 3

Cost-Plus-Fixed Fee or Lump Sum or 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**
$	72,606.72	986	=	$73.64	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	$73.64	+	5%	=	$77.32	Year 2 Avg Hourly Rate
Year 2	$77.32	+	5%	=	$81.19	Year 3 Avg Hourly Rate
Year 3	$81.19	+	5%	=	$85.25	Year 4 Avg Hourly Rate
Year 4	$85.25	+	5%	=	$89.51	Year 5 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	90.00%	*	986	=	887	Estimated Hours Year 1
Year 2	10.00%	*	986	=	99	Estimated Hours Year 2
Year 3	0.00%	*	986	=	0	Estimated Hours Year 3
Year 4	0.00%	*	986	=	0	Estimated Hours Year 4
Year 5	0.00%	*	986	=	0	Estimated Hours Year 5
	Total		Total	=	986	

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	$73.64	*	887	=	$65,346.05	Estimated Hours Year 1
Year 2	$77.32	*	99	=	$7,623.75	Estimated Hours Year 2
Year 3	$81.19	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$85.25	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$89.51	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$72,969.80	
			Direct Labor Subtotal before Escalation	=	$ 72,606.72	
			Estimated total of Direct Labor Salary Increase	=	**$363.08**	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.

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:

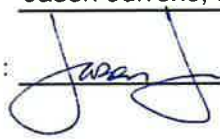
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, 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: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 7/16/2025

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

*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:

Professional Engineering Services during Construction

RESOLUTION NO. 25-193

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE ELEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 11-056/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 110002 FOR PROFESSIONAL ENGINEERING SERVICES WITH CONSOR NORTH AMERICA, INC., IN THE AMOUNT OF $239,400, FOR A NEW CONTRACT AMOUNT OF $1,691,900, FOR THE ACKERMAN CREEK BRIDGE REPLACEMENT ON NORTH STATE STREET, COUNTY ROAD 104, MILEPOST 0.97 (UKIAH AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) is replacing the functionally obsolete bridge over Ackerman Creek on North State Street, County Road (CR) 104, milepost (M.P.) 0.97; and

WHEREAS, the costs of construction of the Ackerman Creek Bridge on North State Street are anticipated to be paid for primarily through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP), with the local match funded through Mendocino College grant funds, the State Transportation Improvement Program funds, Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funds, and the Road Fund; and

WHEREAS, by Resolution Number (No.) 11-093 (June 14, 2011), the Board of Supervisors approved BOS Agreement No. 11-056/DOT Agreement No. 110002 (Agreement) with Quincy Engineering Inc. (Quincy) in the amount of $650,400 for professional engineering services; and

WHEREAS, on March 14, 2023, the eighth amendment was fully executed, approving the transfer and assignment of Agreement to Consor North America, Inc.(Consor); and

WHEREAS, additional coordination with the California Department of Fish and Wildlife (CDFW) and other permitting agencies, as well as tasks associated with the Value Engineering Change Proposal (VECP), have increased the time and resources Consor requires for construction design support, including regulatory meetings, modeling, and revisions to project plans, which tasks are reflected in the Scope of Services attached as Exhibit A to the amendment; and

WHEREAS, Consor has agreed to complete the additional and expanded tasks for $239,400; and

WHEREAS, it is mutually agreed between DOT and Consor that the total compensation payable under BOS Agreement NO. 11-056/DOT Agreement No. 110002, including all executed amendments, shall be increased to a not-to-exceed amount of $1,691,900.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves the eleventh amendment to BOS Agreement No. 11-056/DOT Agreement No. 110002 with Consor North America, Inc., to amend the scope of services to include specified additional and expanded tasks, attached as Exhibit A to the amendment, and to increase the amount to be paid under the agreement by $239,400, to a revised not-to-exceed amount of $1,691,900, for professional engineering services for the Ackerman Creek Bridge Replacement on North State Street, and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said eleventh amendment to BOS Agreement No. 11-056 / DOT Agreement No. 110002 with Consor North America, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

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

October 27, 2025

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

RE: ADOPTION OF RESOLUTION APPROVING THE ELEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 11-056/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 110002 FOR PROFESSIONAL ENGINEERING SERVICES WITH CONSOR NORTH AMERICA, INC. IN THE AMOUNT OF $239,400, FOR A NEW CONTRACT AMOUNT OF $1,691,900, FOR THE ACKERMAN CREEK BRIDGE REPLACEMENT PROJECT ON NORTH STATE STREET, COUNTY ROAD 104, MILEPOST 0.94 (UKIAH AREA)

Honorable Board Members:

The Department of Transportation (DOT) respectfully requests the Board's approval of the attached Resolution authorizing execution of the eleventh amendment to BOS Agreement Number (No.) 11-056/DOT Agreement No. 110002 with Consor North America, Inc. (Consor). The proposed amendment increases the contract amount by $239,400, for a new not-to-exceed amount of $1,691,900.

This project is replacing the functionally obsolete Ackerman Creek Bridge on North State Street, County Road 104 at milepost 0.97. The current amendment addresses additional work necessary during construction, including coordination with the California Department of Fish and Wildlife (CDFW) related to fishway design changes required by CDFW and associated hydraulic modeling and plan revisions.

The proposed services are detailed in Exhibit A of the amendment. Consor has agreed to complete the work for the not-to-exceed amount of $239,400.

The project is funded primarily (88.53%) through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP). The local match (11.47%) is funded through a combination of Mendocino College grant funds, State Transportation Improvement Program (STIP) funds, Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funds, and the Road Fund.

I recommend and request the Board of Supervisors approve the eleventh amendment to BOS Agreement No. 11-056/DOT Agreement No. 110002 for professional engineering services related to the Ackerman Creek Bridge Replacement Project on North State Street and authorize the Director of Transportation or his designated representative to sign any and all amendments that do not increase the cost the authorized Agreement amount.

DOT staff have prepared a draft Resolution which provides for said authorization for the Board's consideration and adoption.

I am available to respond to any questions the Board may have.

Respectfully submitted,



HOWARD N. DASHIELL
Director of Transportation

cc: DOT Project A1101

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3aa)

To: BOARD OF SUPERVISORS
From: Transportation
Meeting Date: November 18, 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 Notice of Completion and Release of Contract Surety, Department of Transportation Contract Number 250002, 2025 Corrective/Preventative Maintenance on Various County Maintained Roads (Hopland Area)

Recommended Action/Motion:
Adopt Resolution approving Notice of Completion and release of Contract Surety, Department of Transportation Contract Number 250002, 2025 Corrective/Preventative Maintenance on Various County Maintained Roads (Hopland Area); and authorize Chair to sign same.

Previous Board/Board Committee Actions:
By Resolution Number (No.) 25-047 (March 11, 2025), the Board of Supervisors authorized Department of Transportation (DOT) to advertise for bids and award DOT Contract No. 250002 to perform 2025 Corrective/Preventative Maintenance on Various County Maintained Roads in the Hopland area .

Summary of Request:
Work has been completed. DOT would like to file the Notice of Completion to commence the applicable lien periods, and pending no claims, release Contract Sureties after expiration of lien periods. Contract Surety must be released as prescribed by existing laws.

Alternative Action/Motion:
Postpone approval of the Notice of Completion and release of Contract Sureties for DOT Contract No. 250002.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial 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): Yes
revenue agreement: N/A
AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes
CEO Liaison: Steve Dunnicliff, Deputy CEO
CEO Review: Yes
CEO Comments:

FOR COB USE ONLY
Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Adopted**
Date: November 18, 2025 Executed Item Type: Resolution
Number: 25-194

RESOLUTION NO. 25-194

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 250002, 2025 CORRECTIVE/PREVENTATIVE MAINTENANCE ON VARIOUS COUNTY MAINTAINED ROADS (HOPLAND AREA)

WHEREAS, By Resolution Number (No.) 25-047 (March 11, 2025), the Board of Supervisors (BOS) authorized Department of Transportation (DOT) to advertise for bids and award DOT Contract No. 250002 for the 2025 Corrective/Preventative Maintenance on Various County Maintained Roads in the Hopland Area; and

WHEREAS, on April 17, 2025, DOT awarded DOT Contract No. 250002 to American Pavement Systems Inc., of Modesto, CA, to perform the 2025 Corrective Preventative Maintenance Project; and

WHEREAS, final inspection and submission of contract records for the construction activity on the project was made pursuant to the Recommendation for Acceptance and filing of Notice of Completion accompanying this Resolution; and

WHEREAS, Section 9204 of the California Civil Code provides that a public entity may record a notice of completion on or within 15 days after the date of completion of a work of improvement and Section 9200 provides that completion of a work of improvement occurs at the earlier of the acceptance of the work of improvement by the public entity or the cessation of labor on the work of improvement for a continuous period of 60 days; and

WHEREAS, Section 9356 of the California Civil Code provides that a stop payment notice is not effective unless given before the expiration of 30 days after the recordation of a Notice of Completion; and

WHEREAS, Section 9558 of the California Civil Code provides that a claimant may commence an action to enforce the liability on a payment bond no later than six months after the period in which a stop payment notice may be given under Section 9356 of the Civil Code; and

WHEREAS, DOT is requesting the authority to issue acceptance of the contract for the purpose of grant funding claims, apart from the actions taken to comply with the above-referenced sections of the California Civil Code, which acceptance would occur following confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors

1. Accepts the completed work, approves the form of Notice of Completion, and authorizes the Director of Transportation to execute the Notice of Completion for DOT Contract No. 250002 and file it with the County Recorder; and

2. Authorizes and directs the Director of Transportation to release, in accordance with the following schedule, the contract bonds filed by the contractor, American Pavement Systems Inc., 1012 11th Street Suite 1000, Modesto, CA 95354, pursuant to the provisions of DOT Contract No. 250002 executed May 19, 2025; and

3. Authorizes and directs the Director of Transportation to release, thirty days from the date of recordation of Notice of Completion, upon confirmation with the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against same, the Performance Bond No. 30240765 in the amount of $5,447,216.95 issued by Western Surely Company of

Chicago, Illinois; and

4. Authorizes and directs the Director of Transportation to accept DOT Contract No. 250002 for the purpose of grant funding claims, upon confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR; and

5. Authorizes and directs the Director of Transportation to release, thirty days plus six months from the date of the recordation of Notice of Completion, providing no claims or lawsuits have been filed against same, the Payment Bond No. 30240765 in the amount of $5,447,216.95 issued by Western Surely Company of Chicago, Illinois.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

RESOLUTION NO. 25-194

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 250002, 2025 CORRECTIVE/PREVENTATIVE MAINTENANCE ON VARIOUS COUNTY MAINTAINED ROADS (HOPLAND AREA)

WHEREAS, By Resolution Number (No.) 25-047 (March 11, 2025), the Board of Supervisors (BOS) authorized Department of Transportation (DOT) to advertise for bids and award DOT Contract No. 250002 for the 2025 Corrective/Preventative Maintenance on Various County Maintained Roads in the Hopland Area; and

WHEREAS, on April 17, 2025, DOT awarded DOT Contract No. 250002 to American Pavement Systems Inc., of Modesto, CA, to perform the 2025 Corrective Preventative Maintenance Project; and

WHEREAS, final inspection and submission of contract records for the construction activity on the project was made pursuant to the Recommendation for Acceptance and filing of Notice of Completion accompanying this Resolution; and

WHEREAS, Section 9204 of the California Civil Code provides that a public entity may record a notice of completion on or within 15 days after the date of completion of a work of improvement and Section 9200 provides that completion of a work of improvement occurs at the earlier of the acceptance of the work of improvement by the public entity or the cessation of labor on the work of improvement for a continuous period of 60 days; and

WHEREAS, Section 9356 of the California Civil Code provides that a stop payment notice is not effective unless given before the expiration of 30 days after the recordation of a Notice of Completion; and

WHEREAS, Section 9558 of the California Civil Code provides that a claimant may commence an action to enforce the liability on a payment bond no later than six months after the period in which a stop payment notice may be given under Section 9356 of the Civil Code; and

WHEREAS, DOT is requesting the authority to issue acceptance of the contract for the purpose of grant funding claims, apart from the actions taken to comply with the above-referenced sections of the California Civil Code, which acceptance would occur following confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors

1. Accepts the completed work, approves the form of Notice of Completion, and authorizes the Director of Transportation to execute the Notice of Completion for DOT Contract No. 250002 and file it with the County Recorder; and

2. Authorizes and directs the Director of Transportation to release, in accordance with the following schedule, the contract bonds filed by the contractor, American Pavement Systems Inc., 1012 11th Street Suite 1000, Modesto, CA 95354, pursuant to the provisions of DOT Contract No. 250002 executed May 19, 2025; and

3. Authorizes and directs the Director of Transportation to release, thirty days from the date of recordation of Notice of Completion, upon confirmation with the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against same, the Performance Bond No. 30240765 in the amount of $5,447,216.95 issued by Western Surely Company of

Chicago, Illinois; and

4. Authorizes and directs the Director of Transportation to accept DOT Contract No. 250002 for the purpose of grant funding claims, upon confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR; and

5. Authorizes and directs the Director of Transportation to release, thirty days plus six months from the date of the recordation of Notice of Completion, providing no claims or lawsuits have been filed against same, the Payment Bond No. 30240765 in the amount of $5,447,216.95 issued by Western Surely Company of Chicago, Illinois.

The foregoing Resolution introduced by Supervisor Cline, seconded by Supervisor Williams, and carried this 18th day of November, 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

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board

Deputy

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

September 24, 2025

TO: Howard N. Dashiell, Director of Transportation

FROM: Chris Spengler, Engineering Tech II

RE: NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 250002, 2025 CORRECTIVE/PREVENTATIVE MAINTENANCE ON VARIOUS COUNTY ROADS IN HOPLAND AREA

I have made the final inspection of the above referenced project, Department of Transportation Contract Number 250002, and now report that all work has been completed in substantial compliance with approved plans, specifications, special provisions, and authorized change orders of the contract.

The project was completed on July 30, 2025 and I recommend its acceptance by the Board of Supervisors.

Chris Spengler 9/24/25
Chris Spengler Date
Engineering Tech II

As Director of Transportation for the County of Mendocino, I hereby recommend acceptance of the above referenced project by the Board of Supervisors.

Howard N. Dashiell 9/24/25
HOWARD N. DASHIELL Date
Director of Transportation

cc: DOT PROJECT NO. 3041-CM2501

When recorded please mail
copy of this instrument to:

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 LAKE MENDOCINO DRIVE, UKIAH, CA 95482

No Fee Pursuant to Government Code 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned owner, being the COUNTY OF MENDOCINO, STATE OF CALIFORNIA, acting by and through its BOARD OF SUPERVISORS, caused certain construction and/or improvement work to be performed within the County of Mendocino, which work is generally described as being

DOT CONTRACT NO. 250002
2025 CORRECTIVE/PREVENTATIVE MAINTENANCE ON VARIOUS COUNTY ROADS IN HOPLAND AREA
DOT PROJECT NO. 3041-CM2501

2. The contract for the performance of said construction was awarded to:

   American Pavement Systems, Inc.
   1012 11th Street, Suite 1000
   Modesto, CA 85354

3. On the 30th day of July 2025, said construction was completed in substantial compliance with the approved plans, specifications, and authorized changes thereto.

4. Said Contractor, AMERICAN PAVEMENT SYSTEMS, INC., was the Contractor for said construction and Great American Insurance Company was surety for the Contractor's Bonds.

5. I certify under penalty of perjury under the laws for the State of California that the foregoing is true and correct.

THIS NOTICE is given on this 19th day of November 2025.

COUNTY OF MENDOCINO, UNDERSIGNED OWNER

BY:_____
Howard N. Dashiell
DIRECTOR OF TRANSPORTATION