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 October 21, 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/82248535957 Zoom Phone Number (if joining via telephone): 1 669 900 9128; Zoom Webinar ID: 822 4853 5957

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.

TIMED ITEMS

Item 4b will be heard no sooner than 11:00AM.

Please note that all times provided are considered approximate

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 Adoption of Resolution of the Mendocino County Board of Supervisors Regarding the Potter Valley Project and the Loss of Water Supply Reliability

(Sponsors: Supervisor Cline and Supervisor Norvell)

Recommended Action:

Adopt Resolution regarding the Potter Valley Project and the loss of water supply reliability for Mendocino County; and authorize Chair to sign same.

Attachments: Resolution

4c) Discussion and Possible Action Including Appointment of and Approval of Employment Agreement Between the Mendocino County Air Quality Management District Board of Directors and Glen Stephens to Serve as the Mendocino County Air Pollution Control Officer in the Amount of One Hundred and Forty Thousand, Six Hundred Ninety-One Dollars and Twenty Cents (\$140,691.20) Per Year with a Total Annual Compensation of Two Hundred Thirty-Nine Thousand, One Hundred Seventy-Five Dollars and Four Cents (\$239,175.04 includes Salary and Benefits) Commencing on October 26, 2025

(Sponsor: Mendocino County Air Quality Management District Board of Directors)

Recommended Action:

Appoint Glen Stephens as the Mendocino County Air Pollution Control Officer and approve employment Agreement between the Mendocino County Air Quality Management District Board of Directors and Glen Stephens in the amount of one hundred and forty thousand, six hundred ninety-one dollars and twenty cents (\$140,691.20) per year with a total annual compensation of two hundred thirty-nine thousand, one hundred seventy-five dollars and four cents (\$239,175.04 includes salary and benefits) commencing on October 26, 2025; and authorize Chair to sign same.

Attachments: Agreement

4d) Discussion and Possible Action to (1) Introduce and Waive First Reading 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, and (2) to Set the Date of November 18, 2025, for a Noticed Public Hearing to Consider Adoption of the Proposed Ordinance (Sponsors: Planning and Building Services and County Counsel)

Recommended Action:

Introduce and waive first reading 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, and set the date of November 18, 2025, for a Noticed Public Hearing to consider adoption of the proposed Ordinance.

Attachments: 1.2025 Building Code - Staff Memo

2025 Building Code - Ordinance - Clean 2025 Building Code - Ordinance - Redline 2025 Building Code - Ordinance Summary

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: 10-17-25 CEO Report October - English

<u>10-17-25 Reporte del CEO Octubre - Spanish</u> <u>10-17-25 CEO Report October - English Hyperlink</u>

10-17-25 Reporte del CEO Octubre - Spanish Hyperlink

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 54957 Public Employee Appointment Alternate Defender
- 6c) Pursuant to Government Code section 54956.9(d)(4)) Conference with Legal Counsel Initiation of litigation: One case

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 October 7, 2025, Regular Meeting

Recommended Action:

Approve minutes of October 7, 2025, regular meeting.

Attachments: 10-07-25 Minutes - Draft

BOARD OF SUPERVISORS

3b) Adoption of Resolution Granting Permission for the Gualala Lions Club to Hold a Parade on Saturday, November 29, 2025, Between 6 p.m. and 7 p.m. along California State Highway 1 and Proceeding South from Mile Marker 1.64 to 0.76

(Sponsor: Supervisors Williams)

Recommended Action:

Adopt Resolution granting permission for the Gualala Lions Club to hold a parade on Saturday, November 29, 2025, between 6 p.m. and 7 p.m. along California State Highway 1 and proceeding south from mile marker 1.64 to 0.76; and authorize Chair to sign same.

Attachments: Resolution

3c) Adoption of Proclamation of Gratitude for the Richard Lawrence Kilday Living Trust Endowment to the Fort Bragg Branch Library in the Amount of One Hundred Thousand Dollars (\$100,000); and Acceptance of Report of Donation and Deposit into the County's Fort Bragg Library Endowment Account

(Sponsors: Library and Supervisor Norvell)

Recommended Action:

Adopt Proclamation of gratitude for the Richard Lawrence Kilday Living Trust endowment to the Fort Bragg Branch Library in the amount of one hundred thousand dollars (\$100,000); and accept report of donation and deposit into the County's Fort Bragg Library Endowment account.

Attachments: Proclamation

EXECUTIVE OFFICE

3d) Approval of Agreement (Third Amendment to Agreement No. EO-23-14) with Self Insured Service Company, Dba Benefit Coordinators Corporation, in the Amount of \$125,000, to Continue Providing Administrative Services for the Employee Health Benefits Plan and Add the Family Advantage Health Plan Effective January 1, 2026, through December 31, 2026, Automatically Renewing Annually Thereafter, Extending the Termination Date from December 31, 2025, Until the Calendar Year in which a Rate Increase is Presented to the County

Recommended Action:

Approve Agreement (third amendment to Agreement No. EO-23-14) with Self Insured Service Company, dba Benefit Coordinators Corporation, in the amount of \$125,000, to continue providing administrative services for the Employee Health Benefits Plan and add the Family Advantage Health Plan effective January 1, 2026, through December 31, 2026, automatically renewing annually thereafter, extending the termination date from December 31, 2025, until the calendar year in which a rate increase is presented to the County; authorize the Chief Executive Officer or Designee to approve future amendments that modify administrative fees in an amount equal to or less than 5% annually; and authorize Chair to sign same.

Attachments: Agreement

AIR QUALITY MANAGEMENT DISTRICT

3e) Approval of Retroactive Lease Agreement with Willits Unified School District (WUSD) in the Annual Amount of \$600 (Total Amount \$6,000), to Allow the Mendocino County Air Quality Management District (AQMD) to Install and Maintain Trailer-Mounted Air Monitoring Equipment on WUSD Property, with a Ten (10) Year Term, Commencing on July 1, 2025

Recommended Action:

Approve retroactive lease Agreement with Willits Unified School District (WUSD) in the annual amount of \$600 (total amount \$6,000), to allow AQMD to install and maintain trailer-mounted air monitoring equipment on WUSD property, with a ten (10) year term, commencing on July 1, 2025; authorize the Chief Executive Officer or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: Agreement

BEHAVIORAL HEALTH AND RECOVERY SERVICES

3f) Adoption of Resolution Authorizing the Auditor Controller/Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of \$38,035.80, From Various Psychiatric Hospitals, Clinics and Physician Offices for Mandated Services Provided to Qualified Mendocino County Mental Health Clients

Recommended Action:

Adopt Resolution authorizing the Auditor Controller Treasurer/Tax Collector or designee to process and pay for outstanding invoices, totaling the amount of \$38,035.80, from various psychiatric hospitals, clinics and physician offices for mandated services provided to qualified Mendocino County mental health clients; and authorize Chair to sign same.

Attachments: Resolution

BOS-SUMMARY FOR APPROVAL-18

COUNTY COUNSEL

3g) Introduction and Waive First Reading 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

Recommended Action:

Introduce and waive first reading of an uncodified ordinance adopting the Mendocino County Sheriff's Office Military Equipment Use Policy pursuant to AB 481; and review military equipment annual report.

Attachments: Ordinance

Military Equipment Use Ordinance (Incl. Policy/Report)

Ordinance Summary

HUMAN RESOURCES

3h) Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 0715 (Health Benefits), Add 1.0 FTE, Senior Administrative Analyst \$88,046.40 - \$107,036.80/Annually; Delete 1.0 FTE, (Position No. 4399) Principal Administrative Analyst \$96,865.60 - \$117,748.80/Annually

Recommended Action:

Adopt Resolution amending the Position Allocation Table as follows: budget unit 0715 (Health Benefits), add 1.0 FTE, Senior Administrative Analyst \$88,046.40 - \$107,036.80/annually; delete 1.0 FTE, (Position No. 4399) Principal Administrative Analyst \$96,865.60 - \$117,748.80/annually; and authorize Chair to sign same.

Attachments: Resolution

3i) Adoption of Resolution Authorizing the Destruction of Duplicate Records in the Human Resources Department

Recommended Action:

Adopt Resolution authorizing the Human Resources Department to securely destroy physical records related to employment authorization that have been accurately digitized and preserved in accordance with U.S. Citizenship and Immigration Services (USCIS) 8 CFR Section 274 a.2 (2) applicable federal regulations, and the County's records retention policies.

Attachments: Resolution

INFORMATION TECHNOLOGY

3j) Approval of Agreement with Granicus, LLC, in the Amount of \$243,444 for the Purchase of Website Content Management System "OpenCities", Effective Upon Execution through June 30, 2030

Recommended Action:

Approve Agreement with Granicus, LLC, in the amount of \$243,444 for the purchase of Website Content Management Systems "OpenCities", effective upon execution through June 30, 2030; authorize the Chief Executive Officer or their designee to sign any future amendments to the Agreement that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: Agreement

LIBRARY

3k) Adoption of Resolution Authorizing the Library 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

Recommended Action:

Adopt Resolution authorizing the Library 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 authorize Chair to sign same.

Attachments: Resolution

3I) Approval of Grant Application for U.S. Department of Agriculture Community Facilities Direct Loan & Grant Program in the Amount of \$50,000 with Matching Library Capital Investment Funds of Approximately \$550,000 to Fund Purchase of New Hybrid Freightliner Library Bookmobile to Serve Residents of Rural Mendocino County

Recommended Action:

Approve grant application for U.S. Department of Agriculture Community Facilities Direct Loan & Grant Program in the amount of \$50,000 with matching library capital investment funds of approximately \$550,000 to fund purchase of new hybrid freightliner library Bookmobile to serve residents of rural Mendocino County.

<u>Attachments:</u> Grant Application MCL Bookmobile

SOCIAL SERVICES

3m) Approval of First Amendment to BOS Agreement 24-122 with Adventist Health Ukiah Valley in the Amount of \$100,000, for a New Total of \$250,000, to Provide Street Medicine Program Services to Unhoused, Unsheltered Medi-Cal Members in the Ukiah Valley Area Who Are Enrolled in Partnership HealthPlan of California, Effective Upon Signing through June 30, 2027

Recommended Action:

Approve first amendment to BOS Agreement 24-122 with Adventist Health Ukiah Valley in the amount of \$100,000, for a new total of \$250,000, to provide street medicine services to unhoused, unsheltered Medi-Cal members in the Ukiah Valley area who are enrolled in Partnership HealthPlan of California, effective upon signing through June 30, 2027; authorize the Social Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: Proposed Amendment

TRANSPORTATION/SOLID WASTE

3n) Adoption of Resolution Approving Agreement (Department of Transportation Agreement Number 250037), with Routeware, Inc., for a Recyclist Software Three-Year Program Subscription in the Amount of \$71,731.54, for the Term of May 1, 2026, through April 30, 2029 (Countywide)

Recommended Action:

Adopt Resolution approving Agreement (Department of Transportation Agreement Number 250037), with Routeware, Inc., for a Recyclist Software three-year program subscription in the amount of \$71,731.54, for the term of May 1, 2026, through April 30, 2029 (Countywide); and authorize Chair to sign same.

<u>Attachments:</u> Resolution

Agreement

3o) Adoption of Resolution Approving Memorandum of Agreement (Department of Transportation Agreement Number 250038) Between the Little River Airport Pilots Association and County of Mendocino, Regarding the Installation of a Ceilometer at Little River Airport (Little River Area)

Recommended Action:

Adopt the Resolution approving Memorandum of Agreement (Department of Transportation Agreement Number 250038) between the Little River Airport Pilots Association and County of Mendocino, regarding the installation of a ceilometer at Little River Airport (Little River Area); and authorize Chair to sign same.

Attachments: Resolution

Memorandum of Agreement

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: October 21, 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: Deputy Clerk Final Status: Item Status

Date: Date Executed Executed Executed Item Type: item

Number:



Mendocino County Board of Supervisors

Agenda Summary

Item #: 4b)

To: BOARD OF SUPERVISORS

From: Supervisor Cline and Supervisor Norvell

Meeting Date: October 21, 2025

Department Contact:Supervisor ClinePhone:707-463-4221Department Contact:Supervisor NorvellPhone:707-463-4221

Item Type: Regular Agenda Time Allocated for Item: 1 Hour

Agenda Title:

Discussion and Possible Action Including Adoption of Resolution of the Mendocino County Board of Supervisors Regarding the Potter Valley Project and the Loss of Water Supply Reliability (Sponsors: Supervisor Cline and Supervisor Norvell)

Recommended Action/Motion:

Adopt Resolution regarding the Potter Valley Project and the loss of water supply reliability for Mendocino County; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

August 21, 2018: Discussion and Adoption of Resolution Regarding the Future of the Potter Valley Project (Sponsor: Water Agency Ad Hoc Committee (Supervisors Brown and McCowen) Mendocino County - File #: 18-2043 <a href="https://mendocino.legistar.com/LegislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&Options=Advanced&Search="https://mendocino.legistar.com/LegislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&Options=Advanced&Search="https://mendocino.legistar.com/LegislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&Options=Advanced&Search="https://mendocino.legislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&Options=Advanced&Search="https://mendocino.legislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&Options=Advanced&Search="https://mendocino.legislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&Options=Advanced&Search="https://mendocino.legislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&Options=Advanced&Search="https://mendocino.legislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&Options=Advanced&Search="https://mendocino.legislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&Options=Advanced&Search="https://mendocino.legislationDetail.aspx?ID=5468764&GUID=0D0A90D2-487B-40A4-9068-4A5E4188AE80&OptionSearch="https://mendocino.legislationDetail.aspx?ID=5468764&ID=54

February 25, 2020: Discussion and Possible Action Including Authorization of Twenty-Five Thousand Dollars (\$25,000) to the Inland Water and Power Commission (IWPC) to Continue the Feasibility Study of a Potential Licensing Proposal for the Potter Valley Project (PVP) and Other Related Costs (Supervisors Brown and McCowen)

November 3, 2020: Approval of the Second Amended Planning Agreement for the Potter Valley Project Planning (Supervisors Brown and McCowen)

January 26, 2021: Discussion and Possible Action Including Authorization of Allocation of Fifty Thousand Dolars (\$50,000) to the Mendocino County Inland Water and Power Commission (MCIWPC) to Continue to work for the Potential Licensing of the PVP (Supervisors McGourty and Mulheren)

September 10, 2024: Discussion and Possible Action Including Approval of Execution of Inland Water and Power Commission (IWPC) Joint Prosecution and Common Interest Agreement Regarding PG&E's Surrender and Transfer of PVP (Supervisor McGourty and County Counsel)

May 29, 2025: Special Joint Meeting (IWPC All Boards Meeting) Informational Briefing - Issues Related to the Water Supply From PG&E's PVP.

Summary of Request:

The Potter Valley Project (PVP) began operation in 1908 with the completion of Cape Horn Dam, which impounded water in Van Arsdale reservoir and diversion into the Russian River watershed, initially operated only as a "run of the river' diversion, which was changed in 1922 when Scott Dam was built thus forming Lake

Item #: 4b)

Pillsbury, which allowed winter rains and snow melt to be impounded and stored for release in the late spring, summer and fall.

Stored water in Lake Pillsbury has historically been released and diverted into the East Branch of the Russian River since 1922, thus providing the water supply for multiple beneficial uses from Potter Valley along the East Branch of the Russian River and then along the Russian River in Mendocino and Sonoma Counties.

The original water rights for the PVP are held by Pacific Gas and Electric Company (PG&E), who also own and operate the PVP. The Potter Valley Irrigation District (PVID) has had a contract for a portion of the diverted water since 1926, and appropriative water rights have been subsequently granted by the California State Water Resources Control Board, relying on this imported water, from the tailrace of the Potter Valley Powerhouse downstream all along the Russian River. Additionally, small privately owned hydroelectric plants rely on the water released from the PVP.

Since the completion of Coyote Valley Dam in 1959, water released from the Potter Valley Project has been impounded and stored in Lake Mendocino and used for irrigation of crops as well as domestic, municipal, and industrial water supplies and has also provided significant recreational, environmental, and fire safety benefits, while also supporting a hydroelectric project at Lake Mendocino.

The economic value of this water supply annually derived from agricultural production within Mendocino County was estimated at \$750 million in 2015. It is also estimated that 550,000 water users benefit from water diverted from the PVP.

In 2019, PG&E decided not to continue relicensing the Project and filed a Notice of Withdrawal of the Notice of Intent (NOI) and Pre-Application Document (PAD) for the Project, both previously filed on April 6, 2017. In response to PG&E's Notice of Withdrawal, on March 1, 2019, the Federal Energy Regulatory Commission (FERC) issued a Notice Soliciting Applications from any party interested in filing a license application for a new license for the Project, stating that applicants must first file a NOI and PAD. FERC's solicitation did not result in a viable new applicant, and on May 11, 2022, FERC directed PG&E to provide a plan and schedule for submitting a Surrender Application by July 11, 2022. PG&E's approved plan and schedule stated that PG&E would file a Surrender Application with FERC within 30 months after FERC approval of the proposed plan and schedule. The FERC approved PG&E's proposed plan and schedule on July 29, 2022; the Draft Surrender Application was filed with FERC on January 31, 2025. A public comment period was open from January 31 through March 3, 2025. The deadline for filing the Final Surrender Application was July 29, 2025. PG&E filed its Final Surrender Application on July 25, 2025.

The Mendocino County Board of Supervisors has long been involved with regulatory processes, forums, and organizations regarding the PVP. This resolution reaffirms what is at stake for all of Mendocino County regarding the future of the PVP. The community has been increasingly vocal in pursuits to maintain the PVP infrastructure, due to loss of water supply reliability, economic viability, recreation, environmental impacts, fire suppression and more.

Alternative Action/Motion:

Do not adopt resolution or adopt as amended.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:

Item #: 4b)

PG&E Potter Valley Project (FERC Project No. 77) Surrender Application and Decommissioning Plan Stakeholder Website https://www.pottervalleysurrenderproceeding.com/?utm_source=chatgpt.com Our Shared Water - Inland Water & Power Commission of Mendocino County https://mendoiwpc.com/ourshared-water/

Upper Russian River System Storage and Water Supply Reliability Study

https://watermanagement.ucdavis.edu/download file/view inline/722>

Potter Valley Water Supply Reliability Study https://mendoiwpc.com/wp-content/uploads/2025/07/PV-Jacobs-

Water-SupplyReliability-Study-2025.pdf>

Eel-Russian Project Authority https://www.sonomawater.org/media/PDF/Water%20Resources/Potter%

20Valley%20-%20ERPA/Fact%20Sheets/ERPA%20Project%20Overview%20Fact%20Sheet.pdf>

Lake Pillsbury | Lake County, CA https://www.lakecountyca.gov/1859/Lake-Pillsbury

Eel River and the Potter Valley Project | Humboldt County, CA - Official Website

https://humboldtgov.org/3460/Eel-River-and-the-Potter-Valley-Project

Sonoma Water - Eel-Russian Project Authority https://www.sonomawater.org/pvp

Potter Valley Project | Cloverdale, CA - Official Website https://www.mendofb.org/wp-content/uploads/2019/06/Eyler-Water-Storage-

Impacts-Brief-121815-Final.pdf>

Save Potter Valley Project | Mendocino County water https://www.savepottervalleyproject.org/

Lake Pillsbury Alliance https://www.savelakepillsbury.org/

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: Darcie Antle, CEO

CEO Review: Yes CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk Final Status: Item Status

Date: Date Executed Executed Executed Item Type: item

Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REGARDING THE FUTURE OF THE POTTER VALLEY PROJECT AND THE LOSS OF WATER SUPPLY RELIABILITY

WHEREAS, the County of Mendocino is charged with protecting and preserving the health and welfare of its citizens and is uniquely positioned to advocate on behalf of its citizens; and

WHEREAS, for more than one hundred years the Potter Valley Project (PVP), currently owned and operated by the Pacific Gas & Electric Company (PG&E), has stored water behind Scott Dam in Lake Pillsbury and diverted water from the Eel River into the Russian River basin via Cape Horn Dam, providing water supply and reliability for Mendocino and Sonoma Counties; and

WHEREAS, the water diverted through the PVP has formed the foundation for community development, agriculture, and economic stability throughout Mendocino County including Potter Valley, Redwood Valley, Ukiah Valley, Hopland, and other downstream Russian River communities; and

WHEREAS, entire communities, farms, and businesses have been built in reliance upon this water supply, and public services such as schools, fire protection, and municipal water systems depend on its continued availability; and

WHEREAS, these communities and economies developed under the expectation of water supply reliability created by PG&E's century-long operations, and PG&E has benefited from the use of public resources during that time from the generation of electricity which is the foundation for its rate base and dividends to its shareholders; and

WHEREAS, it is the strong desire of Mendocino County constituents and communities directly impacted by the Potter Valley Project to see the existing infrastructure maintained, protected, and responsibly managed; and

WHEREAS, the removal of Scott Dam and Cape Horn Dam would eliminate this critical water source serving community health and safety, causing significant harm to residents, agriculture, property values, and the long-term viability of rural communities and the region; and

WHEREAS, PG&E now seeks to give up the PVP based on profitability, without accepting responsibility for the consequences to the communities that were built around the project's operations; and

WHEREAS, the draft decommissioning plan submitted by PG&E in July 2025 to the Federal Energy Regulatory Commission (FERC) does not quantify or meaningfully assess these profound social and economic consequences that will happen if Scott and Cape Horn Dams are removed; and

WHEREAS, the draft decommissioning plan includes the proposal for a new water diversion facility near the Cape Horn Dam known as the New Eel Russian Facility (NERF) to maintain water diversions into the Russian River; and

WHEREAS, the NERF proposal continues vital water divisions, but without Lake Pillsbury the Russian River communities can only receive water in high flow seasons, requiring additional significant storage and infrastructure improvements that would not be necessary if Scott Dam was maintained; and

WHEREAS, the Mendocino County Board of Supervisors recognizes and supports the continued work of the Mendocino County Inland Water and Power Commission and the Eel-Russian Project Authority (ERPA) in developing long-term, sustainable strategies to protect and secure our regional water supply, all of which is essential should any aspect of the PVP be decommissioned.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors acknowledges the community opposition and concerns regarding the decommissioning of the PVP and calls on PG&E to reevaluate its decision to seek decommissioning of the PVP, and for PG&E to account for and address the severe social and community impacts of water loss as a result of its responsibility to the communities that developed around its operations; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board calls upon the Federal Energy Regulatory Commission (FERC) to condition any approval or certification of the decommissioning plan on a full and comprehensive analysis of community and economic impacts and enforceable mitigation strategies to safeguard the residents of Mendocino County and the greater region; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board urges state and federal representatives to hold PG&E accountable for its decision to decommission the PVP which is negatively impacting the communities who rely on the water, especially in light of its role in shaping those communities that now depend on the PVP, and to advocate for the protection of local economies, public services, and water security in all decisions concerning the project; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that if FERC orders decommissioning and Scott and Cape Horn Dams are removed, the Board urges maintaining a water diversion though the NERF proposal that provides the same or greater water supply, and along with it urges federal and state support for the funding and construction of necessary storage.

NOW, THEREFORE, BE IT FURTHER RESOLVED that no alternative diversion plan is adequate nor acceptable without permitted, fully funded and constructed water storage solutions available for all affected communities at the time of decommissioning and the removal of existing storage.

	oregoing Resolution introd carried this day of		ervisor , seconded by Supervisor the following vote:
AYES NOES ABSE	S:		
WHE	REUPON, the Chair declare	d said Resolu	tion adopted and SO ORDERED.
ATTEST:	DARCIE ANTLE Clerk of the Board		I HASCHAK, Chair ocino County Board of Supervisors
Deputy		provis 25103	eby certify that according to the sions of Government Code Section 3, delivery of this document has made.
APPROVED AS TO FORM: CHARLOTTE E. SCOTT County Counsel		BY:	DARCIE ANTLE Clerk of the Board
		 Depu	ty



Mendocino County Board of Supervisors

Agenda Summary

Item #: 4c)

To: BOARD OF SUPERVISORS

From: Board of Supervisors

Meeting Date: October 21, 2025

Department Contact: Supervisor Haschak **Phone:** 707-463-4441

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

Agenda Title:

Discussion and Possible Action Including Appointment of and Approval of Employment Agreement Between the Mendocino County Air Quality Management District Board of Directors and Glen Stephens to Serve as the Mendocino County Air Pollution Control Officer in the Amount of One Hundred and Forty Thousand, Six Hundred Ninety-One Dollars and Twenty Cents (\$140,691.20) Per Year with a Total Annual Compensation of Two Hundred Thirty-Nine Thousand, One Hundred Seventy-Five Dollars and Four Cents (\$239,175.04 includes Salary and Benefits) Commencing on October 26, 2025

(Sponsor: Mendocino County Air Quality Management District Board of Directors)

Recommended Action/Motion:

Appoint Glen Stephens as the Mendocino County Air Pollution Control Officer and approve employment Agreement between the Mendocino County Air Quality Management District Board of Directors and Glen Stephens in the amount of one hundred and forty thousand, six hundred ninety-one dollars and twenty cents (\$140,691.20) per year with a total annual compensation of two hundred thirty-nine thousand, one hundred seventy-five dollars and four cents (\$239,175.04 includes salary and benefits) commencing on October 26, 2025; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

This item proposes and recommends that the Board of Supervisors, sitting as the Air Quality Management District Board of Directors, appoint Glen Stephens as the Mendocino County Air Pollution Control Officer and approve the Employment Agreement as the Air Pollution Control Officer commencing on October 26, 2025. The agreement provides an annual salary of one hundred and forty thousand, six hundred ninety-one dollars and twenty cents (\$140,691.20) and a total annual compensation of two hundred thirty-nine thousand, one hundred seventy-five dollars and four cents (\$239,175.04), including salary and benefits.

The Air Pollution Control Officer, pursuant to Health & Safety Code § 40751, is appointed by and reports to the Board of Supervisors in its capacity as the Air Quality Management District Board of Directors, with administrative coordination provided through the County Executive Office.

The fiscal details associated with this agreement include the costs of benefits associated with the Unrepresented Employees Compensation and Benefits Resolution No. 24-074

Item #: 4c)

Alternative Action/Motion:

Do not approve the appointment and Employment Agreement and direct staff

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: None

Fiscal Details:

source of funding: Budget Unit 0327

current f/y cost: \$156,383.68 (includes salary and benefits)

budget clarification: Annual recurring cost will be absorbed by department

annual recurring cost: \$239,175.04 (includes salary and benefits)

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:

BOS Agreement No.

COUNTY OF MENDOCINO

AIR POLLUTION CONTROL OFFICER EMPLOYMENT AGREEMENT

This Agreement is entered into the 26th day of October, 2025, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", the MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT, hereinafter referred to as "AQMD", and GLEN STEPHENS, an individual, hereinafter referred to as "EMPLOYEE".

WHEREAS, there is established within the County of Mendocino, the Mendocino County Air Quality Management District, which is a County Air Pollution Control District under Health & Safety Code §§ 40000, et seq.; and

WHEREAS, the AQMD is a body corporate and politic and a public agency of the state, pursuant to Health & Safety Code § 40700; and

WHEREAS, the Mendocino County Board of Supervisors ("Board of Supervisors") serves as the governing board of the AQMD, pursuant to Health & Safety Code § 40100, hereinafter referred to as the Mendocino County AQMD District Board ("District Board"); and

WHEREAS, the District Board shall appoint an Air Pollution Control Officer for the AQMD, pursuant to Health & Safety Code § 40750; and

WHEREAS, the Air Pollution Control Officer shall be considered to be an employee of the County of Mendocino, consistent with Health & Safety Code § 40120.

The parties to this Agreement jointly agree to the following terms and conditions of employment of EMPLOYEE in the position of AIR POLLUTION CONTROL OFFICER for the Mendocino County Air Quality Management District ("Air Pollution Control Officer"):

1. <u>DUTIES AND RESPONSIBILITIES:</u>

The purpose of this AGREEMENT is to retain EMPLOYEE to be the **Air Pollution Control Officer** to perform the duties and responsibilities of that office as set forth by state law, and those contained in the Mendocino County job classification, attached hereto as Exhibit A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the District Board.

EMPLOYEE shall perform the duties required hereunder and shall effectively communicate with the District Board and the Mendocino County Chief Executive Officer while performing the duties required hereunder in a timely manner, in

accordance with all local, state, and federal laws applicable to AQMD and County operations.

EMPLOYEE is appointed to the position of Air Pollution Control Officer by the District Board pursuant to Health & Safety Code § 40750. Through that appointment, EMPLOYEE shall be considered solely an employee of the COUNTY.

2. TERM OF AGREEMENT:

The employment of EMPLOYEE shall commence on October 26, 2025, and continue for an indefinite term until terminated in accordance with the provisions of this Agreement.

3. AT-WILL APPOINTMENT:

- A. EMPLOYEE's appointment as Air Pollution Control Officer is an at-will appointment. The District Board may terminate EMPLOYEE'S appointment at any time, with or without cause, and with or without notice. EMPLOYEE serves at the pleasure of the District Board. EMPLOYEE shall accrue no property rights in EMPLOYEE's employment under this AGREEMENT. EMPLOYEE is not entitled to any due process prior to termination of this AGREEMENT by the AQMD or the COUNTY or to any due process rights post-termination of this AGREEMENT by the AQMD or the COUNTY.
- B. EMPLOYEE may terminate employment at any time during the course of this Agreement by giving 30 days' notice in writing. During the notice period, EMPLOYEE must fulfill all duties and responsibilities set forth above and use best efforts to train and support any replacement, if any.

4. COMPENSATION:

COUNTY and the AQMD, in consideration of the covenants, agreements, and stipulations agreed to by EMPLOYEE as set forth herein, hereby agree to provide the following compensation and benefits to EMPLOYEE during the time of EMPLOYEE's employment with the COUNTY. EMPLOYEE agrees that EMPLOYEE'S compensation and benefits may be increased, decreased, or otherwise modified at any time in the District Board's sole discretion by resolution or other formal action by the District Board.

A. Salary:

COUNTY shall pay EMPLOYEE an annual salary as follows:

Effective the first full pay period commencing October 26, 2025, EMPLOYEE shall be paid at Step 5 of the Salary Range for Air Pollution Control Officer (an annual salary of \$140,691.20), payable on a biweekly basis.

EMPLOYEE may advance in the salary range at the District Board's discretion, and if the District Board determines that EMPLOYEE is eligible for advancement based upon annual performance evaluations.

EMPLOYEE is an exempt employee under applicable wage and hour laws and shall not be subject to minimum wage and overtime requirements. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the EMPLOYEE'S position.

B. Retirement:

- 1. EMPLOYEE will be enrolled in the Mendocino County 1937 Retirement Act Plan in accordance with plan requirements.
- 2. EMPLOYEE acknowledges and agrees that the COUNTY has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to EMPLOYEE'S salary and benefits. EMPLOYEE further acknowledges and agrees that the Mendocino County Employees' Retirement Association ("MCERA") makes the final determination on what is deemed "final compensation" for purposes of calculating retirement benefits.

C. Benefits:

EMPLOYEE shall receive the benefits outlined in **Resolution 24-074**, the Unrepresented Employees Compensation and Benefits Resolution (Attached as Exhibit B), as it now exists and as it may be amended. To the extent there is a conflict between this agreement and the Unrepresented Employees Compensation and Benefits Resolution, the terms of this Agreement shall control.

D. Paid Leave:

 COUNTY agrees to provide the same leaves as defined in the Unrepresented Employees Compensation and Benefits Resolution, as it now exists and as it may be amended, and County Code, as it now exists and as it may be amended.

- When EMPLOYEE's employment is terminated, the accrual of vacation shall cease as of the last day of work, except when EMPLOYEE is on paid sick leave. Upon separation from employment, EMPLOYEE shall be paid for all accrued vacation hours.
- Upon retirement from the County, EMPLOYEE shall be credited with unused sick leave accruals in accordance with County Code and MCERA rules.
- 4. Re-Location Paid Leave: Upon the effective date of this Agreement (October 26, 2025), EMPLOYEE shall be provided 40 hours of paid leave ("Re-Location Paid Leave") for the specific purpose of re-locating to Mendocino County or a county adjacent to Mendocino County. The Re-Location Paid Leave shall be paid at the base hourly rate for Step 5 of the Salary Range for the Air Pollution Control Officer. The 40 hours of Re-Location Paid Leave shall be used within six months of the effective date of this Agreement. Unused Re-Location Paid Leave shall be lost if not used within six months of the effective date of this Agreement.

E. Health and Life Insurance Benefits:

- EMPLOYEE is eligible to enroll in the medical, prescription, vision, and dental health insurance plan. The COUNTY contribution rates shall be as established in the Unrepresented Employees Compensation and Benefits Resolution, as it now exists and as it may be amended.
- COUNTY contribution rates may increase or decrease based on the annual renewal premium received from the health plan broker; contribution rates will be evaluated yearly.
- 3. Enrollment in the County Health Insurance Plan includes \$50,000 Life Insurance and \$5,000 Accidental Death and Dismemberment Insurance.

5. EMPLOYEE PERFORMANCE EVALUATION:

The District Board shall review and evaluate EMPLOYEE's performance at least annually, unless the District Board determines a more frequent performance review is necessary.

6. SEVERANCE PAY

A. In the event that COUNTY terminates EMPLOYEE's employment without cause, COUNTY shall pay EMPLOYEE, as severance pay, an amount equal to his weekly base salary multiplied by 26.

- B. Severance pay shall not include any noncash items.
- C. Notwithstanding any other provision of this Agreement, the maximum severance pay that EMPLOYEE may receive under this Agreement as a result of termination without cause shall not exceed the limitations provided in Government Code §§ 53260 53264, as they presently exist and as they may be amended.
- D. Severance pay shall be in addition to any accumulated annual leave payments to which EMPLOYEE would be otherwise entitled under the Unrepresented Employees Compensation and Benefits Resolution, as it now exists and as it may be amended
- E. COUNTY shall have no obligation to compensate with payment of severance pay in the event EMPLOYEE is discharged because of misconduct in office. Misconduct in office means: (1) the willful breach or habitual neglect of the duties which are required to be performed under the terms of this Agreement; or (2) the commission of an act or acts of dishonesty, fraud, misrepresentation, or any other act that would prevent or significantly interfere with the performance of Employee's duties.
 - Termination for misconduct shall be effected by giving written notice which will specify the date of termination and the grounds for the termination, and shall be supported by a statement of relevant facts.
 - EMPLOYEE may respond, in writing, to the statement of facts within five days of receipt of the notice and may include in the response an appeal of a denial of severance pay to the District Board.
 - All testimony before the District Board shall be under oath or affirmation administered by the District Board. Pursuant to Government Code section 25170, the District Board is vested with the power to compel the attendance of witnesses and the production of books, papers, and testimony, and shall make such processes available to EMPLOYEE.
 - 4. If, after hearing, it appears to the satisfaction of the District Board that the allegations of misconduct have been substantiated, the District Board shall so notify EMPLOYEE by mail. Such notice shall specifically state the findings and judgment of the District Board. EMPLOYEE shall not receive severance pay and will only receive the portion of the total salary that EMPLOYEE earned based upon the time period in which EMPLOYEE was employed as Air Pollution Control Officer prior to termination of employment.

- F. Pursuant to Government Code § 53243.2, as it presently exists and as it may be amended, regardless of the term of the Agreement, any severance pay shall be fully reimbursed to COUNTY if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE's office or position, as defined by Government Code § 53243.4, as it presently exists and as it may be amended.
- G. The Agreement shall automatically terminate upon EMPLOYEE's death; under such circumstances, no severance pay shall be due to EMPLOYEE's heirs or representatives.

7. ENTIRE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties regarding the terms and conditions of employment, and there are no agreements between the parties relating to the subject matter other than those set forth or expressly incorporated into this AGREEMENT. This AGREEMENT supersedes all prior representations or agreements relating to the subject matter and may be changed only by an agreement in writing signed by both parties.

8. MODIFICATION, AMENDMENT, WAIVER:

No modification or amendment of any provisions of this AGREEMENT shall be effective unless approved in writing and signed by a duly authorized representative of COUNTY, the AQMD, and EMPLOYEE. The failure of COUNTY, the AQMD, or EMPLOYEE to enforce any of the provisions of this AGREEMENT shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision in accordance with its terms.

9. INTEREST OF CONTRACT EMPLOYEE:

EMPLOYEE hereby declares that EMPLOYEE has no interest, directly or indirectly, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that EMPLOYEE shall not in the future acquire any such interest. EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code section 1090, and provisions of the Political Reform Act found in Government Code section 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

10. INDEMNIFICATION:

For purposes of indemnification and defense of legal actions, EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

11. SEVERABILITY:

It is the desire of the parties that this AGREEMENT be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this AGREEMENT be declared or determined by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the AGREEMENT, which shall be severable, and shall remain in force and not be affected thereby.

12. GOVERNING LAW:

This AGREEMENT has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

13. COUNTERPARTS:

This AGREEMENT may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this AGREEMENT received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

14. TIME:

Time is of the essence.

15. NOTICES:

All notices that are required to be given by one party to the other under the Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice in writing, to the other party.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement on the dates indicated below.

DEPARTMENT FISCAL REVIEW:	EMPLOYEE	
See Page 8B	By: Xlen Styphen	
DEPARTMENT HEAD DATE		
Budgeted: ⊠ Yes ☐ No	Date: 10/10/2025	
Budget Unit:	NAME AND ADDRESS OF EMPLOYEE: CLEN E. STEPHENS	
Line Item:	703 Graham Peak DR	
Grant: Yes No	Bakersfield CA 933/4	
Grant No.:		
COUNTY OF MENDOCINO/ MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT	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	
By: See Page 8B John Haschak, Chair BOARD OF SUPERVISORS/ AQMD DISTRICT BOARD	upon behalf of which he/she acted, executed this Agreement	
Date:		
ATTEST: DARCIE ANTLE, Clerk of said Board	COUNTY COUNSEL REVIEW:	
By: See Page 8B	APPROVED AS TO FORM:	
Deputy	Charlotte E. Scott, County Counsel	
I hereby certify that according to the provisions of Government Code section 25103, delivery of this		
document has been made.	By: See Page 8B	
DARCIE ANTLE, Clerk of said Board	Deputy	
By: See Page 8B	Date:	
Deputy		

IN WITNESS WHEREOF	
DEPARTMENT FISCAL REVIEW:	CONTRACTOR/COMPANY NAME
By: Darcie antle DEPARTMENT HEAD	By: See Page 8A SIGNATURE
Date:10/16/2025	Date:
Budgeted: Yes Budget Unit: 0327, 3270 Line Item: AQ Org/Object Code: AQ Grant: No Grant No.: N/A	NAME AND ADDRESS OF CONTRACTOR: Glen Stephens 703 Graham Peak Drive Bakersfield, CA 93314
By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS	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
Date:	· · · · · · ·
ATTEST: DARCIE ANTLE, Clerk of said Board By: Deputy I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made. DARCIE ANTLE, Clerk of said Board By:	APPROVED AS TO FORM: By: Chulotte Scott COUNTY COUNSEL Date: 10/16/2025
Deputy	
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:
By: Risk Management	By: Deputy CEO or Designee
Date: 10/16/2025	Date: 10/16/2025

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 Mendocino County Business License: Valid Exempt Pursuant to MCC Section: Employment Agreement



CLASS CODE

2055

SALARY

\$55.64 - \$67.64 Hourly

\$4,451.20 - \$5,411.20 Biweekly

\$115,731.20 - \$140,691.20

Annually

The Position

JOB SUMMARY:

Under policy direction of the Air Quality Management District Board of Directors, develop, plan, organize, direct and manage the ambient air quality management program for the Air Quality Management District including emissions testing and activities with air emissions. Coordinate public relations programs to educate the public on air quality problems and corrective measures. Develop regulations and policies in a manner adapted to the opportunities and problems of the County Air District that also meet federal and state approval.

DISTINGUISHING CHARACTERISTICS:

This is a single at-will position, provides direct assistance to the Air Quality Management District Board of Directors. Incumbents require a high level of initiative, judgement, discretion and the ability to make independent decisions in recommending, implementing, and administering operations of the County Air District. The incumbent is responsible for overall policy development consistent with federal and state laws. This classification is distinguished from the Deputy Air Pollution Control Officer classification in that the Air Pollution Control Officer has overall authority and responsibility for the entire District.

SUPERVISION EXERCISED:

Exercises management level supervision over subordinate supervisors and staff.

Examples of Duties and Essential Job Functions

Duties may include but are not limited to the following:

- Plans, organizes, coordinates and directs the activities of the District to maximize its effectiveness in carrying out its primary mission.
- Carries out supervisory responsibility in accordance with policies, procedures and applicable laws
 including: interviewing, hiring and training, planning, assigning and directing work; appraising performance;
 rewarding and disciplining employees; addressing complaints and resolving problems.
- Plans long-range goals, objectives, organizational structure, and overall direction for the district.
- Monitors current, newly adopted, and proposed legislation that affects the District and regulated community.
- Meets with Applicants for District Permits.

- Reads and assesses relative importance of incoming correspondence and determines appropriate response required.
- Develops and recommends operating budget for the District annually; monitors and administers approved budget.
- · Revises existing and proposes new regulation.
- Determines and leads regulation process that requires adoption by the District Oversees enforcement and program implementation for regulated sources, emissions, testing and ambient air monitoring.
- Assesses proposed burns and emission releases for impacts on air quality; approving or denying requested activities.
- · Supervises settlement processes for enforcement actions
- · Makes presentations to the District Board.
- · Conducts public workshops for new rule making.
- Reviews investigations of violations of District rules; assesses civil penalties; holds office conferences; and negotiates terms of settlement.
- Reviews Authority to Construct applications, conducts complex calculations to determine project impacts.
- · Assigns complaint investigations.
- Answers news media and citizen inquiries.
- · Provides expert advice regarding air quality issues for other agencies and personnel.
- Attends administrative and other meetings that directly impacts or has no direct impact on the District's
 operations, but are a part of the District's obligation to be a good citizen in the County.
- · Conducts research for special projects.
- Maintains open dialogue with community contacts.
- · Reviews and stays informed of status of District's air monitoring program.
- Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.
- Performs other related duties as assigned.

MATERIAL AND EQUIPMENT USED:

- · Precision Scale
- Vehicle
- Computer
- Various Air Monitoring Equipment

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Bachelor's degree, or equivalent, from an accredited college or university in university in a technical discipline, or a related field; and, six or more years of progressively responsible experience, with a minimum of two years in a supervisory capacity; or, any combination of education, training and experience equaling a total 10 years, which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Licenses and Certifications:

Valid Driver License

Visible Emissions Evaluation Certification or Training Course

Completion of Advanced Enforcement Training through the California Air Resources Board and/or Federal EPA within twelve (12) months of employment

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Principles and practices of chemistry, physics, meteorology, statistics, and basic engineering, including fluid dynamics, strength of materials, and combustion systems.
- · Basic budgetary principles and practices.
- Administrative principles and practices, including goal setting and implementation.
- · Administration of staff and activities, either directly or through subordinate supervision.
- Applicable state, federal and local ordinances, laws, rules and regulations; including knowledge of Federal Clean Air Act, California Clean Air Act, and relevant Government and Health & Safety Code provisions, relevant environmental litigation experience
- Air quality compliance programs (e.g., field inspection of a variety of industrial sources, public complaint investigations,
- Air quality monitoring (e.g., ozone, particulates, Sox, NOx, CO ROG/TOG, and toxics)
- · California subvention and grant development and administration processes.
- Methods and techniques of research, statistical analysis and report presentation.
- All computer applications and hardware related to performance of the essential functions of the job.

Skill in:

- Using tact, discretion, initiative and independent judgment within established guidelines.
- · Researching, compiling, and summarizing a variety of informational and statistical data and materials.
- Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.
- Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols.
- Using mathematics.
- Communicating clearly and effectively, both orally and in writing.
- · Planning, organizing, assigning, directing, reviewing and evaluating the work of staff.
- · Selecting and motivating staff and providing for their training and professional development.
- · Preparing clear and concise reports, correspondence and other written materials.
- · Presenting technical information clearly, concisely and in an interesting manner to technical
- · committees, public officials, and the general public.

Mental and Physical Abilities:

- Ability to speak effectively before public groups and respond to questions.
- Ability to read, analyze and interpret professional periodicals and journals, technical procedures and government regulations.
- Ability to work with mathematical concepts such as probability and statistical inference.
- · Ability to interpret a variety of instructions in written, oral, diagram or schedule form.
- Ability to define problems, collect data, establish facts and draw valid conclusions.
- Ability to interpret a variety of technical instructions with abstract and/or concrete variables.
- Ability to work under pressure, meeting multiple and sometimes conflicting deadlines
- While performing the essential functions of this job the employee is frequently required to sit, use hands to finger, handle, or feel, reach with hands and arms, speak and hear, and lift and/or move up to 10 pounds.
- While performing the essential functions of this job the employee is occasionally required to climb or balance, and lift and/or move up to 25 pounds.

Other Information

Working Conditions:

While performing the essential functions of this position the employee is frequently exposed to outdoor weather conditions, fumes or airborne particles, work near moving mechanical parts, work in high precarious places, risk of electrical shock, and toxic or caustic chemicals.

The incumbent's working conditions are typically moderately quiet.

Incumbents may be required to work weekends, special events, on-call, or outside of normal work schedule.

Employees who operate a vehicle for County business must possess and maintain a valid California driver's license appropriate for the class of vehicle driven and meet the County's automobile insurability requirements. If driving is not a required duty, alternative transportation arrangements may be considered.

Disaster Service Worker - Pursuant to California Government Code Section 3100-3109, all public employees are declared disaster service workers subject to disaster service activities as may be assigned to them in the event of fire, flood, earthquake, or other natural or man-made disaster.

This class specification should not be interpreted as all-inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

RESOLUTION NO. 24-074

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS (1) ADOPTING A COMPENSATION AND BENEFITS RESOLUTION ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED EMPLOYEES, ELECTED DEPARTMENT HEADS, AND ELECTED OFFICIALS AS DETERMINED BY THE BOARD OF SUPERVISORS, AND (2) RESCINDING RESOLUTION NO. 10-006 (AND ALL SUBSEQUENT AMENDMENTS TO RESOLUTION 10-006) AND THE SPECIFIC PROVISIONS IN RESOLUTION 17-189 THAT LINKED THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THESE EMPLOYEES TO THE MENDOCINO COUNTY DEPARTMENT HEADS UNIT

WHEREAS, on January 5, 2010, the Board of Supervisors rescinded Resolution No. 92-209 and adopted Resolution No. 10-006 to address specific terms and conditions of employment for certain unrepresented management employees and exempted elected officials as identified in that resolution; and

WHEREAS, Resolution No. 10-006, among other things, designates and makes applicable to certain identified unrepresented management employees those specific terms and conditions of employment as have been afforded to the Mendocino County Department Heads Unit; and

WHEREAS, the Board of Supervisors has made the terms and conditions of employment afforded to the Mendocino County Department Heads Unit applicable to additional unrepresented management employees by amending Resolution 10-006 through the adoption of the following resolutions: Resolution No. 13-109, adopted November 5, 2013; Resolution No. 17-128, adopted September 12, 2017; Resolution 17-180, adopted December 5, 2017; Resolution No. 17-197, adopted December 19, 2017; Resolution No. 18-045, adopted March 27, 2018; Resolution No. 18-048, Resolution No. 18-078, adopted June 5, 2018; adopted March 27, 2018; Resolution No. 18-149, adopted October 2, 2018; and Resolution No. 19-141, adopted March 12, 2019; and Resolution No. 19-204, adopted July 9, 2019; and Resolution No. 19-392, adopted November 19, 2019; and Resolution No. 19-394, adopted December 10, 2019; and Resolution No. 20-162. adopted November 17, 2020; Resolution No. 21-081, adopted June 8, 2021; and Resolution No. 22-055, adopted March 1, 2022; and Resolution No. 22-216, adopted November 1, 2022; and

WHEREAS, on December 19, 2017, the Board of Supervisors adopted Resolution No. 17-189, providing, among other things, that as of December 13, 2017, elected Department Heads (Auditor-Controller, Assessor-Clerk Recorder, and Treasurer-Tax Collector) and elected officials (District Attorney and Sheriff) will receive all eligible benefits included in the current Department Head Memorandum of Understanding; and

WHEREAS, it is the intent of the Board of Supervisors to rescind Resolution No. 10-006, and all subsequent amendments thereto, which made applicable to certain identified unrepresented management employees the specific terms and conditions of employment afforded to the Mendocino County Department Heads Unit; and

WHEREAS, it is the intent of the Board of Supervisors to rescind the specific provisions in Resolution 17-189, which provided that elected department heads and elected officials will receive all eligible benefits included in the current Department Head Memorandum of Understanding; and

WHEREAS, it is the intent of the Board of Supervisors that the terms and conditions of employment of all unrepresented employees, elected department heads, and elected officials, identified in Attachment A to this Resolution, shall be determined by the Board of Supervisors and shall not be linked to the terms and conditions of employment afforded to the Mendocino County Department Heads Unit or any other bargaining unit; and

WHEREAS, the Board of Supervisors intends this resolution to confer specific terms and conditions of employment to the unrepresented employees, elected department heads, and elected officials identified in Attachment A to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby adopts a Compensation and Benefits Resolution, identified as Attachment A, and incorporated herein, establishing the terms and conditions of employment for unrepresented employees, elected department heads, and elected officials identified in Attachment A. It is the intent of the Board of Supervisors that the specific terms and conditions of employment in Attachment A will be self-executing based on existing and future Salary Resolutions as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED, that should the Board of Supervisors approve a specific employment contract with any of the unrepresented employees, elected department heads, and elected officials identified in Attachment A, the terms of any such employment contract shall control any provisions in Attachment A.

BE IT FURTHER RESOLVED, that the Mendocino County Board of Supervisors hereby rescinds Resolution No. 10-006, and all subsequent amendments thereto, which made applicable to certain unrepresented management employees the specific terms and conditions of employment afforded to the Mendocino County Department Heads Unit.

BE IT FURTHER RESOLVED, that the Mendocino County Board of Supervisors hereby rescinds the specific provisions in Resolution 17-189, which provided that elected department heads and elected officials will receive all eligible benefits included in the current Department Head Memorandum of Understanding.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 7th day of May, 2024, by the following vote:

AYES:

Supervisors McGourty, Mulheren, Haschak, Gjerde and Williams

NOES: ABSENT: None None

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

ATTEST:

DARCIE ANTLE Clerk of the Board

Deputy

APPROVED AS TO FORM: JAMES R. ROSS Interim County Counsel

BY:

been made.

DARCIE ANTLE Clerk of the Board

MAUREEN MULHEREN, Chair

Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section

25103, delivery of this document has

Deputy

COUNTY OF MENDOCINO

UNREPRESENTED EMPLOYEES COMPENSATION AND BENEFITS

(ATTACHMENT A - RESOLUTION No. 24-074)

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UNREPRESENTED EMPLOYEES COMPENSATION AND BENEFITS RESOLUTION

SECTION 1-TITLE

This Resolution Number 24-<u>074</u> shall be known as the Unrepresented Employees Compensation and Benefits Resolution of the County of Mendocino. The provisions of this Resolution may be superseded in whole or in part by subsequent resolutions adopted by the Board of Supervisors of Mendocino County. Each such resolution shall be effective on the first day of the County pay period next succeeding its adoption unless such resolution provides otherwise. Any provision of Resolution No. 24-<u>074</u> superseded by subsequent resolution of the Board of Supervisors shall be deemed repealed upon the effective date of the superseding resolution.

The Board of Supervisors reserves the right and ability to amend any of the provisions of this Resolution at any time, including, but not limited to, the right and ability to decrease or terminate any compensation and benefits provided in this Resolution.

To the extent any provision of this Resolution may be inconsistent or in conflict with applicable state or federal law or County ordinance, the provisions of such state or federal law or County ordinance shall control.

This Resolution is designed to work in conjunction with all other official Mendocino County employment policies and shall be construed to work in harmony with such policies. To the extent there is an irreconcilable conflict between this Resolution and a Mendocino County employment policy on a specific subject matter, the Mendocino County policy addressing the specific subject matter shall control.

SECTION 2 - APPLICABILITY

2.1. Services

The provisions of this Resolution shall apply to the unclassified services of the County of Mendocino.

2.2. Employees

The provisions of this Resolution apply only to employees in positions specifically exempted from County classified service by Mendocino County Code Section 3.16.100 and are not represented by a recognized employee organization. Attachment A provides a list of classification titles of which this Resolution applies.

The provisions of this Resolution also apply to department heads and executive officials, including elected department heads and elected officials, who are not represented by a recognized employee organization, are not under an individual employment contract with the County, and/or are specifically excluded by Board of Supervisors resolution or by law.

"Unrepresented employee" shall mean those employees in positions applicable to this Resolution. When used in Sections 3 through 9 the term "employee" shall mean Unrepresented employee.

The term "unrepresented employee" does not include the Board of Supervisors.

SECTION 3 – ADMINISTRATION OF COMPENSATION

3.1. Salary Provision

3.1.1 Salary Adjustments

- (a) General Authority. The Board of Supervisors shall establish, by resolution, the salaries of Unrepresented Employees. Except for the Salary Adjustment for Non-Elected Unrepresented Employees noted at Section 3.1.1(b) below, such actions shall be adopted by the Board by resolution separate from this Resolution.
- (b) Salary Adjustment for Non-Elected Unrepresented Employees. Effective the first full pay period following Board of Supervisors approval of this Resolution, non-elected Unrepresented employees will receive a 1% Cost of Living adjustment (COLA) increase to base salary.

For those classifications identified as being below market in the County's 2023 total compensation study (the "2023 Compensation Study") effective the first full pay period following July 1, 2024, non-elected Unrepresented employees in those classifications shall receive one-half of the market salary increase designed to bring them to one hundred percent (100%) of market determined by the 2023 Compensation Study.

For those classifications identified as being below market in the 2023 Compensation Study, effective the first full pay period following July 1, 2025, non-elected Unrepresented employees in those classifications shall receive the remaining one-half of the market salary increase designed to bring them to one hundred percent (100%) of market determined by the 2023 Compensation Study.

The Board may, by separate resolution, make future salary adjustments for non-elected unrepresented employees.

(c) Salary Adjustments for Elected Unrepresented Employees. Salary adjustments for elected unrepresented employees shall be done by the Board of Supervisors by separate resolution.

3.1.2. Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum pay step, and advancement to pay steps greater than the minimum pay step shall be within the limits of the salary scale for the class.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum pay step, employment of individuals for employment at a higher pay step than the minimum may be authorized upon recommendation of the appointing authority with the approval of the Human Resources Director and Chief Executive Officer, because of exceptional qualifications or experience higher than the minimum qualifications possessed by the applicant, or because of recruiting difficulties.

3.2. Longevity Increase

Employees who complete multiple years of continuous County employment, which is a period of employment without a break in service, shall receive a longevity increase to the base rate of pay based on the following:

- After completion of seven (7) years of continuous County employment, the employee shall receive a 2.5% increase to the base rate of pay.
- After completion of ten (10) years of continuous County employment, the employee shall receive an additional 2.5% wage increase, for a total 5% increase to the base rate of pay.
- After completion of fifteen (15) years of continuous County employment, the employee shall receive an additional 2.5% wage increase, for a total 7.5% increase to the base rate of pay.
- After completion of twenty (20) years of continuous County employment, the employee shall receive an additional 2.5% wage increase, for a total 10% increase to the base rate of pay.

3.3. Deferred Compensation Plan

In connection with deferred compensation programs offered by the County, the County shall contribute to such deferred compensation programs an amount on behalf of each employee electing to participate in the deferred compensation programs equal to the amount contributed by that employee from his or her own salary but not to exceed a total of 4% of the employee's salary.

The County deferred compensation contribution match shall be made on a bi-weekly basis and shall be consistent with the current laws and regulation governing deferred compensation contributions, including but not limited to Government Code Section 7522.10(g) of the California Public Employees' Pension Reform Act of 2013.

SECTION 4 – EXPENSES, MATERIALS AND REIMBURSEMENTS

4.1. Education, Training and Health Stipend

Each Unrepresented employee shall be provided \$1500.00 per fiscal year (July to June) in the form of a taxable Education, Training and Health Stipend for expenses associated with the following: education, training, travel, computer equipment, software and other supplies and equipment; health club dues and fees and equipment intended to maintain good health and fitness.

The stipend shall be divided equally into four quarterly payments and shall be automatically included in the last paycheck issued in September, December, March, and June, as long as the employee remains an Unrepresented employee at the time of the quarterly payment.

This stipend will be taxable per IRS regulations and no receipts or claim forms are required.

The goals of this Program are the increased professional and personal competence, education, training, skills, health, benefit and well-being of employees. The payments do not depend on hours worked, services rendered, job performance, or other criteria that depend on the quality or quantity of the employee's work. Programs, courses, education, training, and services or materials that contribute to or advance these goals are appropriate expenditures. These monies are not to be taken from the particular departmental funds.

An employee shall not be required to purchase necessary workplace equipment using these funds. The County shall not be responsible for maintaining any items purchased with these funds.

4.2. Mileage Reimbursement

An Unrepresented employee who is authorized to and does provide a motor vehicle for travel required of the employee in the performance of official duty shall be reimbursed at the standard IRS business mileage rate. Mileage reimbursements must be submitted in accordance with Mendocino County Policy #18, Travel and Meal Policy.

4.3. Automobile Allowance

The Automobile Allowance created by this Resolution is extended to Unrepresented County executive employees (department heads) and executive officials as denoted in Appendix A.

Individuals serving as interim, acting, or temporary department heads or executive officials, or as assistant department heads or executive officials may petition the appointed CEO or designee for eligibility for an automobile allowance. In these cases, the individual can only receive the automobile allowance upon approval of the appointed CEO or designee and acceptance and approval of the Board of Supervisors.

The Automobile Allowance is use-based. Eligible employees who have a frequent and ongoing need to travel within the County for County business purposes may be provided the Automobile Allowance in lieu of requesting reimbursement for actual mileage in

accordance with the County's travel policy. Frequent and ongoing need to travel means the employee would typically need to travel intra-county on a weekly basis in the performance of their job.

4.3.1. Conditions of Electing to Receive the Automobile Allowance:

All eligible executive employees and officials may elect from the following options:

- 1. Receive an automobile allowance under the terms and conditions of this Agreement and Resolution; or
- Continue to receive reimbursement for actual mileage expended on County business for intra-County travel as well as outside of the County travel, as set forth in the County's travel policy; and/or receive usage of a County vehicle for business travel; in accordance with the County travel policy and vehicle use policy.

While an eligible executive employee or official who elects to receive an automobile allowance may continue to be reimbursed or use County vehicles, for travel outside Mendocino County in accord with County policies; the employee or official may not be reimbursed for travel within the county, nor may the employee or official use a County vehicle for normal business travel within the County.

Electing this option does not affect the employee's or official's ability to use County trucks, vans, 4x4's or other utility vehicles for appropriate utilitarian, emergency, or extraordinary use. The intent of this section is to prevent the abusive use of this benefit by electing to receive an automobile allowance yet continuing to use County vehicles on a daily, frequent or constant basis.

4.3.2. Electing to Receive an Automobile Allowance

An eligible executive employee or official must inform the Payroll Manager of their decision to receive an automobile allowance. The employee or official will receive the auto allowance beginning the next pay period after filing for this option.

4.3.3. Removal of Automobile Allowance

The County shall remove the automobile allowance for executive employees or officials who are placed on or take continuous extended leave for a period of two or more pay periods. Upon returning to work from extended leave and at the request of the executive employee or official, the automobile allowance can be reinstated effective on the next full pay period following their return.

4.3.4. Amount of the Automobile Allowance

Eligible executive employees and officials who elect to receive an automobile allowance shall receive \$250.00 [two-hundred fifty dollars] per month as a taxable allowance added to their paycheck.

SECTION 5 - HEALTH AND WELFARE BENEFITS

5.1. Health Insurance

5.1.1. Health Plan Description

The medical benefits shall be as contained in the County's health plan document as approved by the Board of Supervisors. Information on the County's current health plan may be found on the Executive Office website and is provided for information purposes only. To the extent the provisions on the County's website are inconsistent with official resolutions and documents approved by the Board of Supervisors and other applicable laws, such official resolutions and documents and applicable laws shall govern.

Employees may participate in the County's plans. Employees who can provide proof of enrollment in an alternate group health insurance may opt out of the County's plans. Employees who opt out of the County's plans shall not receive any County contribution to health insurance premiums. In the event their alternate insurance ceases, the employee will be allowed to re-enroll in the County plan pursuant to the provisions of the plan and applicable law.

5.1.2. Health Insurance Premiums

The County/employee cost sharing on health (vision, dental, medical) insurance premiums will continue in the amounts as set forth below. The County may reasonably delay implementation of any new premium increase and changes in order to assure appropriate administration and technical requirement for implementation.

County Contribution Rates 2024:

•	County Employee Contribution for Gold & Silver (over \$52k)	81.00%
•	County Dependent Contribution for Gold & Silver (over \$52k)	79.00%
•	County Employee Contribution for Silver (under \$52k)	83.25%
•	County Dependent Contribution for Silver (under \$52k)	79.00%
•	County Employee Contribution for Bronze HDHP	79.75%
•	County Dependent Contribution for Bronze HDHP	75.00%

County 2024 contribution rates will sunset 12/31/24 - rates may increase or decrease based on the annual renewal premium received from the health plan broker, contribution rates will be evaluated yearly.

5.1.3. Domestic Partner

The County of Mendocino offers medical, dental and vision coverage for domestic partners as defined by Family Code Section 297 (as amended).

To be eligible the following conditions must be complied with: Employees and their Domestic Partners must register with and be certified by the State of California.

The employee must provide a copy of the State Certification of Domestic Partner Registration at time of enrollment. Enrollment is completed through BenXcel, the County's online health benefits administration portal.

It is understood that the IRS does not (currently) recognize Domestic Partners as a spouse or dependent for federal income tax purposes. Therefore, it is understood that any additional taxes incurred by registering a Domestic partner will be the sole financial responsibility of the employee. The County of Mendocino will endeavor to implement any changes in the Domestic Partner tax law as they occur in a timely manner.

This benefit will terminate upon termination of the Domestic Partnership pursuant to Family Code Section 299.

5.2. Retirement Benefit

Unrepresented employees who work at least 80% of the full-time standard hours are eligible for retirement benefits as a member of the Mendocino County Employees Retirement Association (MCERA). Information on retirement benefits can be found on the MCERA website and is provided for information purposes only. To the extent the provisions on the MCERA website are inconsistent with official resolutions and documents approved by the MCERA Board of Retirement (and, when required by law, ratified by the Board of Supervisors) and other applicable laws, such official resolutions and documents and applicable laws shall govern.

5.3. Life Insurance Benefit

The County will provide a total of \$50,000 term life insurance for all Unrepresented employees.

SECTION 6 – HOLIDAYS

Pursuant to County Code § 3.04.190 the following are paid holidays. All employees occupying a permanent full-time or permanent part-time position shall receive their regular pay for these holidays:

January 1st
 3rd Monday in January
 3rd Monday in February
 Last Monday in May
 Memorial Day

Last Monday in May
 July 4th
 Memorial Day
 Independence Day

1st Monday in September
 Labor Day

2nd Monday in October

Labor Day

• 2nd Monday in October Indigenous Peoples' Day

November 11th Veteran's Day
 4th Thursday in November Thanksgiving Day

4th Friday in November
 Day following Thanksgiving Day

December 25th
 Christmas Day

Every day designated by the President or the Governor of the State of California and formally recognized by the Board of Supervisors as a holiday, day of Thanksgiving, or of public mourning.

SECTION 7 - VACATION

7.1. Vacation Accrual

7.1.1. Full-Time Employees

Pursuant to County Code 3.04.150 every permanent full-time employee of the County of Mendocino shall be credited with forty (40) hours of paid vacation upon the completion of thirteen (13) bi-weekly pay periods of service. Thereafter, vacation shall accrue at the rate of 3.079 hours per pay period of service until the employee has completed three (3) years of service; thereafter, vacation shall accrue at the rate of 4.616 hours every pay period until the employee has completed eight (8) years of service; thereafter, vacation shall accrue at the rate of 6.157 hours per pay period until the employee has completed fifteen (15) years of service; thereafter, vacation shall accrue at the rate of 7.694 hours per pay period. Vacation accrual limit is 440 hours.

Years of Pay Service	Accrual Rate	Hours	Maximum Accruals
0 to 3	3.079	80	440
>3 to 8	4.616	120	440
>8 to 15	6.157	160	440
>15	7.694	200	440

7.1.2. Vacation Accrual Upon Termination

When an employee terminates, the accrual of vacation shall cease as of the last day of work, except when an employee is on paid sick leave.

7.2. Cash Out for Vacation

Unrepresented employees may at their request receive compensation in lieu of unused vacation leave, not to exceed eighty (80) hours per fiscal year. Said compensation shall be paid to the employee following the submission of the request to the Human Resources Department. The amount of compensation paid to an employee shall be calculated at the employee's current rate of pay. Employee must submit an irrevocable election form no later than December 15 of the prior calendar year.

7.3. Flexible Time Off

For employees determined to be exempt from the Fair Labor Standards Act (FLSA), Flexible time off (FTO), computed at the direct rate of one times the hours worked beyond the regular forty (40) hour per week, may be accumulated to a maximum of 120 hours. This time is not accumulative from year to year and is not to be considered part of earned vacation accrual. Accumulated FTO hours may be taken by an employee as time off with pay upon the request of the employee and approval of the appointing authority. Unused accumulated FTO hours shall not be cashed out at any time and an employee separating

from County employment will not receive payment for unused FTO. The choice of using Flexible Time Off, Vacation Leave, or Personal Leave for an approved absence from work is at the election of the employee.

SECTION 8 - SICK LEAVE

8.1. Sick Leave Accrual Limit

Pursuant to County Code § 3.04.160 sick leave hours may be accrued without limit.

8.2. Family Sick Leave/Use for Domestic Violence Concerns

In addition to use by the employee for their own health condition or preventative care, in accordance with County Code § 3.04.160, employees shall be allowed to use accrued paid sick leave for the following purposes:

- a. Diagnosis, care or treatment of an existing health condition of, or preventive care for an employee's family member. The term "family member" means any of the following:
 - (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - (3) A spouse.
 - (4) A registered domestic partner.
 - (5) A grandparent.
 - (6) A grandchild.
 - (7) A sibling.
 - (8) A designated person, which means a person identified by the employee at the time the employee requests paid sick days. An employee shall be limited to one designated person per 12-month period.

The same procedures and verification standards used for personal sick leave shall be used for family sick leave.

b. Paid sick leave which is designated as family sick leave shall normally be limited to a maximum of sixty-one (61) hours per calendar year. Additional accrued paid

sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head, or designee. In the case of a Department Head, such approval shall be by the Chief Executive Officer. In the case of the Chief Executive Officer, such approval shall be by the Chair of the Board of Supervisors.

c. For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

As a condition for the use of paid sick leave, the employee shall give reasonable advance notice of the employee's intention to take time off for any of the purposes identified above, unless advance notice is not feasible. When an unscheduled absence occurs, the County may require the employee to certify that the absence is a result of domestic violence, sexual assault, or stalking, in the form of a police report, a court order, or medical documentation. To the extent authorized by law, the County will maintain the confidentiality of any employee's request for time off under this subsection.

8.3. Sick Leave Credit at Retirement

Pursuant to County Code § 3.08.070, any employee who has accrued sick leave at the time of application for retirement is entitled to have credited one hundred percent (100%) of unused sick leave toward the employee's total County service for the purpose of calculating the retirement benefit. The amount of sick leave accrued as of the day of retirement shall in no case be used in calculating the minimum County service required to be eligible for County retirement.

8.4. Use of 8 Hours Sick Leave for Wellness Programs

Up to eight (8) hours of sick leave per calendar year may be used by an employee for the purpose of attending an approved County Wellness program.

To use sick leave the employee must have a balance of 40 hours of sick leave accrued at the time the leave is used to attend the Wellness program.

SECTION 9 – MISCELLANEOUS LEAVES OF ABSENCE

9.1. Bereavement Leave

Employees who suffer a death in their immediate family may be allowed five (5) days of bereavement leave for each instance. The five (5) days may be used non-consecutively within three (3) months of the date of death of the family member and shall be considered paid leave.

9.1.1. Additional Days

Should an employee need additional time beyond five (5) days, the employee may use an additional two (2) days of accrued leave. Accrued leave for this purpose may

be flexible time-off, personal leave, vacation time, or sick leave (if applicable). Should the employee not have any such accrued leave, this absence may be considered leave without pay.

9.1.2. <u>Immediate Family</u>

For the purpose of this Section, "Immediate Family" is defined as the employee's spouse, child, stepchild, grandchild, parent, brother, sister, grandparent, domestic partner or spouse's or domestic partner's parent, brother, sister or stepparent.

9.2. Personal Leave

All Unrepresented employees shall receive a maximum of 48 hours of Personal Leave per calendar year pursuant to this section. Upon hire, a new employee shall be given Personal Leave hours on a pro rata basis based on their date of hire as follows:

9.2.1. Personal Leave Annual Credit

Every calendar year thereafter, an Unrepresented permanent full-time employee will be credited on the first day of the calendar year with Personal Leave of up to forty-eight (48) hours for the calendar year. Forty-eight (48) hours per calendar year will be credited on the first day of the calendar year for every year thereafter the employee remains employed on a full-time basis.

9.2.2. Use of Personal Leave

Personal Leave hours shall not be charged to any accumulated leave balance and must be used no later than the last pay period of the calendar year that does not include January 1.

9.2.3. No Accrual of Personal Leave

Personal Leave shall be taken in the calendar year earned and shall not be carried forward, nor shall there be any payment for credited but unused Personal Leave hours upon separation from County service.

9.3. Family and Medical Leave Act

It is the policy of Mendocino County to provide family, medical, and pregnancy disability leave to eligible employees in accordance with federal and state laws. Mendocino County Policy #27, Family and Medical Leave, outlines family, medical, and pregnancy disability leave entitlements that apply to eligible employees.

It is the intent of the County to comply with both the federal Family and Medical Leave Act of 1993 and the California Family Rights Act (Government Code § 12945.2), as well as other applicable laws concerning leaves of absence. To the extent any provision of Mendocino County Policy #27 may be inconsistent or in conflict with the applicable state or federal medical leave law, the provisions of such state or federal law shall control.

9.4. Salary Continuance During Long Term Disability

After an Unrepresented employee has exhausted all of their sick leave, Flexible Time Off, Personal Leave, and vacation benefits, and who are unable to work or remain absent from

work due to an illness or injury, as certified by their medical provider and approved through the FMLA/CFRA leave entitlement process or the reasonable accommodation, pursuant to the *Americans With Disabilities Act* and California's *Fair Employment and Housing Act*, shall be eligible to receive the following salary continuance benefits:

- a. 100% of base salary for the first two (2) months after such leave has commenced.
- b. If unable to work after that, the employee shall receive 75 percent of base salary for an additional two (2) month period.
- c. If unable to work after that, employee shall receive 50 percent of base salary for an additional two (2) month period.

In addition to the medical certification indicating the need for medical leave, the employee shall be required to present to the County Human Resources Director a certificate from the treating medical provider, indicating an opinion that the employee can reasonably be expected to recover sufficiently to return to work to perform the employee's essential job functions either without restrictions or with reasonable accommodations. The medical provider's certificate may be obtained through a medical examination at County expense or through consultation between a County-designated physician and the employee's personal medical provider.

9.5. Catastrophic Leave

Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the employee, the employee's spouse, parent, or child. Mendocino County Policy #39, Catastrophic Leave, outlines the procedures and eligibility requirements for Catastrophic Leave.

APPENDIX A – JOB CLASSIFICATIONS

Classification Title	Class Code
ADMINISTRATIVE PROJECT MANAGER-MEASURE B	0209
ADMINISTRATIVE ANALYST I	0011
ADMINISTRATIVE ANALYST II	0010
ASSESSOR / CLERK RECORDER ◆	0034
ASSISTANT AGRICULTURE COMMISSIONER/SEALER W&M	2015
ASSISTANT ASSESSOR	0032
ASSISTANT AUDITOR-CONTROLLER	0022
ASSISTANT CHIEF EXECUTIVE OFFICER	0042
ASSISTANT CHIEF PROBATION OFFICER	6014
ASSISTANT CHILD SUPPORT SERVICES DIRECTOR	0208
ASSISTANT CLERK-RECORDER REGISTRAR	0194
ASSISTANT COUNTY COUNSEL	0202
ASSISTANT DIRECTOR SOCIAL SERVICES	0141
ASSISTANT DISTRICT ATTORNEY	7003
ASSISTANT HUMAN RESOURCES DIRECTOR	0207
ASSISTANT PLANNING & BUILDING DIRECTOR	2067
ASSISTANT PUBLIC DEFENDER	7069
ASSISTANT TREASURER-TAX COLLECTOR	0068
AUDITOR – CONTROLLER / TREASURER TAX COLLECTOR ◆	0236
CANNABIS PROGRAM MANAGER	0201
CHIEF DEPUTY COUNTY COUNSEL	7024
CHIEF DEPUTY AUDITOR-CONTROLLER	0167
CHIEF EXECUTIVE OFFICER *	0043
CHIEF RECOVERY RESILIENCY OFFICER	0246
COUNTY COUNSEL *	7019
COUNTY HEALTH OFFICER *	4016
COUNTY SURVEYOR	2004
DEPUTY AIR POLLUTION CONTROL OFFICER	2073
DEPUTY CHIEF EXECUTIVE OFFICER	0040
DEPUTY COUNTY COUNSEL I	7020
DEPUTY COUNTY COUNSEL II	7021
DEPUTY COUNTY COUNSEL III	7022
DEPUTY COUNTY COUNSEL IV	7023
DIRECTOR HEALTH SERVICES*	0248
DIRECTOR HUMAN RESOURCES *	0007
DISASTER RECOVERY FIELD OPERATIONS COORDINATOR	0224
DISASTER RECOVERY UNIT NURSE MANAGER	4114
DISTRICT ATTORNEY •	7002
CONOMIC DEVELOPMENT COORDINATOR	0009
XECUTIVE DIVISION MANAGER	0247
UMAN RESOURCES ANALYST I	0005
UMAN RESOURCES ANALYST II	0038
UMAN RESOURCES MANAGER	0173
AYROLL MANAGER	0228
RINCIPAL ADMINISTRATIVE ANALYST	0225
ISK ANALYST	0192
ISK MANAGER	0192
HERIFF'S BUSINESS SERVICES OFFICER	
HERIFF – CORONER ◆	0215
ENIOR ADMINISTRATIVE ANALYST	7052
ZONZANIA ZONIENIO EN CALENE AINALIANI	0012

SENIOR RISK ANALYST	0221
UNDERSHERIFF	7054
VETERINARIAN	4116

^{*}Denotes department head or executive employee

[♦] Denotes elected official



Mendocino County Board of Supervisors

Agenda Summary

Item #: 4d)

To: BOARD OF SUPERVISORS

From: Planning and Building Services and County Counsel

Meeting Date: October 21, 2025

Department Contact:Richard AngleyPhone:707-234-6650Department Contact:Matthew KiedrowskiPhone:707-234-6885

Item Type: Regular Agenda Time Allocated for Item: 30 Minutes

Agenda Title:

Discussion and Possible Action to (1) Introduce and Waive First Reading 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, and (2) to Set the Date of November 18, 2025, for a Noticed Public Hearing to Consider Adoption of the Proposed Ordinance (Sponsors: Planning and Building Services and County Counsel)

Recommended Action/Motion:

Introduce and waive first reading 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, and set the date of November 18, 2025, for a Noticed Public Hearing to consider adoption of the proposed Ordinance.

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.

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 Standards Code will become effective January 1, 2026, and are enforced locally as mandated by the State. Staff has prepared a proposed ordinance adopting the 2025 code into Chapter 18.04 of the Mendocino County Code, making amendments to the State Codes 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.

Item #: 4d)

Government Code procedure for adoption of codes by reference calls for a first reading of the ordinance, followed by a noticed public hearing prior to the second reading and adoption of the ordinance.

Alternative Action/Motion:

Not introduce and waive first reading, 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: N/A

Fiscal Details:

source of funding: N/A current f/y cost: N/A budget clarification: N/A annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status: Item Status

Executed Item Type: item

Number:



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MEMORANDUM

DATE: OCTOBER 21, 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.

It is proposed that the Board of Supervisors introduce and waive first reading of the ordinance proposed to amend the County's Chapter 18.04 to adopt the 2025 Codes by reference, and that 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 is proposing 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

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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:

- 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) <u>Life Safety Amendments</u> 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:

Introduce and waive first reading 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, and set the date of November 18, 2025, for a noticed public hearing to consider adoption of the proposed ordinance.

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.	
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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.

<u>Section 2</u>. 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.

<u>Section 3</u>. 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 m²).
- 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.

<u>Section 4</u>. 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.

<u>Section 5</u>. 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.

<u>Section 6</u>. 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.

<u>Section 7</u>. 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.

<u>Section 8</u>. 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:

 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.

<u>Section 10</u>. 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.

<u>Section 11</u>. 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.

			visors of the County of Mendocino, State of 25, by the following roll call vote:
	AYES: NOES: ABSENT:		
WHEF and SO ORDE	REUPON, the Chair decla ERED.	red the Ordinance	passed and adopted
ATTEST:	Darcie Antle Clerk of the Board		IN HASCHAK, Chair Indocino County Board of Supervisors
	Deputy	prov	reby certify that according to the visions of Government Code Section 03, delivery of this document has been
APPROVED AS TO FORM: CHARLOTTE E. SCOTT		mad	de.
County Coun	sel	BY:	Darcie Antle Clerk of the Board
			Deputy

ORDINANCE NO.	
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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, <u>20222025</u> 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 AHBF (Patio Covers); Appendix BG (Sound Transmission); Appendix BI (Light Straw-Clay Construction); Appendix BJ (Strawbale Construction); Appendix AJBO (Existing Building and Structures); Appendix AK (Sound Transmission); Appendix AQ (Tiny Houses); Appendix AR (Light Straw-Clay Construction); Appendix AS (Strawbale Construction); and Appendix AXCI (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, <u>2025</u> <u>2022</u> 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, <u>2025</u> <u>2022</u> 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, <u>2025</u> <u>2022</u> 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.
- (HI) CALIFORNIA HISTORICAL BUILDING CODE, 2025 2022 EDITION, Part 8, as published by the International Code Council.
- (L) 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.
- (JK) CALIFORNIA EXISTING BUILDING CODE, 2025 2022 edition, Part 10, as published by the International Code Council.
- (KL) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 2022 Edition, Part 11, as published by International Code Council.
- (LM) CALIFORNIA REFERENCED STANDARDS CODE, 2025 2022 Edition, Part 12, as published by the International Code Council.

<u>Section 2</u>. 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.

<u>Section 3</u>. 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, <u>2025</u> <u>2022</u> 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 m²).
- 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, <u>2025</u> <u>2022</u> 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.

<u>Section 5</u>. 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, <u>2025</u> <u>2022</u> 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.

<u>Section 6</u>. 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, <u>2025</u> <u>2022</u> 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.

<u>Section 7</u>. 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, <u>2025</u> <u>2022</u> 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.

<u>Section 8</u>. 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, <u>2025 2022</u> Edition, as adopted in Section 18.04.025(ℍJ) 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:

- 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.

<u>Section 10</u>. 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.

<u>Section 11</u>. 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	ne Board of Supervisors of the County of Mendocino, State of
California, on this	day of	, 2025, by the following roll call vote:
AYES:		
NOES:		
ABSEN	IT:	

$\mbox{WHEREUPON},$ the Chair declared the Ordinance passed and adopted and $\mbox{SO ORDERED}.$

ATTEST:	Darcie Antle			
	Clerk of the Board	JOHN HASCHAK, Chair		
		Mendocino County Board of Supervisors		
	Deputy	I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been	1	
APPROVED AS TO FORM: CHARLOTTE E. SCOTT		made.		
County Counsel	nsel	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.

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

<u>Budget trailer bill AB 130 (Chapter 22, Statutes of 2025, see Sections 29-31 and 37-42 of the bill)</u> 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: October 21, 2025

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

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

Agenda Title:

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

Recommended Action/Motion:

Accept the Chief Executive Officer's report.

FOR COB USE ONLY

Executed By: Deputy Clerk Final Status: Item Status

Date: Date Executed Executed Executed Item Type: item

Number:



October is National Breast Cancer Awareness Month

October is National Breast Cancer Awareness Month

This month, Public Health is raising awareness, reminding individuals to schedule regular screenings, sharing support and resources with the community. WIC supports the reduction of risk for breast cancer by promoting breastfeeding.

By breastfeeding for 12 months, a breastfeeding person can reduce their risk of breast cancer by 26%, this is according to an article published in 2015 (Chowdhury et al.) In many studies, including a 2016 report from *The Lancet*, which stated that breastfeeding directly prevents nearly 20,000 deaths from breast cancer every year, and another 20,000 lives would be saved annually by increasing breastfeeding practices worldwide.

Early Detection Saves Lives

Learn more about prevention and early detection:

www.nationalbreastcancer.org/breast-cancerawareness-month/



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.

Departments and Divisions

Agriculture

The fall agricultural harvest season in Mendocino County is a vibrant time of celebration, education, and community engagement centered on agriculture and the area's natural bounty. Late fall is the perfect time for planting cover crops, winterizing the land to promote soil health and erosion control. Our wine grape harvest was plentiful with fine quality fruit. County residents can also participate in apple picking and pumpkin patches, fostering a connection with local farms. In addition to these activities, the Agricultural Department emphasizes the importance of conservation and environmental stewardship. We will be working with the UC Cooperative Extension in developing best management practices for long-term vineyard management, including a type of "mothballing" when not harvesting.

Click HERE to read more...

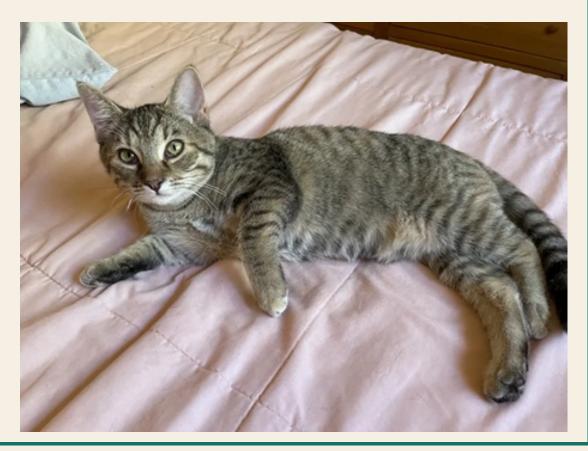
Animal Care Services

This month has been a period of significant activity and progress for our Animal Care Services program. Our dedicated team has continued to provide essential services to the community, ensuring the well-being of animals and promoting responsible pet ownership. The Animal Care Services program areas include Shelter, Clinic and Animal Protection Services. These programs provide animal education outreach, adoptions, volunteer opportunities, fostering, lost and found services, feral cat trap-neuter-release programs, dog licensing, low-cost spay and neuter, veterinary care, animal health education, rabies vaccinations, microchipping, impounding of lost and stray animals, responding to injured, ill and suspected cruelty complaints, and promoting responsible pet ownership.

Click HERE to read more...

Spotlight on Lilly

Lilly is a beautiful brown tabby kitten with bright eyes full of wonder and just the right dash of sass. A little independent by nature, she enjoys her solo adventures around the house, exploring every nook and cranny like the curious kitty she is. But don't be fooled—when the toys come out, Lilly's playful side shines! Feather wands, jingly balls, and crinkly tunnels are her jam, and she's always up for a good game (on her terms, of course). Lilly is the perfect companion for someone who appreciates a kitten with a mind of her own, but who's always nearby, keeping an eye on the fun—and occasionally pouncing right into it.



Behavioral Health & Recovery Services

October is Domestic Violence Awareness Month

Behavioral Health & Recovery Services (BHRS) recognizes:

Domestic Violence Awareness Month: All of October

BHRS is raising awareness and sharing ways to support victims and survivors. Domestic violence can take many forms, including intimate partner violence, child abuse, elder abuse, and other types of harm between people in close relationships.

24/7 Crisis Line: 855-838-0404

Warm Line for Non-Crisis Emotional Support 707-472-2311 or Toll-Free: 833-955-2510

National Domestic Violence Hotline: **800-799-SAFE** (7233), text "START" to 88788, or chat online at www.thehotline.org

Click HERE to read more...

Cannabis

In September 2025, the Mendocino Cannabis Department (MCD) reviewed and granted local authorization for 11 active Cannabis Cultivation Business License (CCBL) applications. In addition, the Department executed the last Local Equity Entrepreneurial Program (LEEP) direct grant agreement with a local cannabis business operator, distributing \$7,645 to the qualified equity applicant.

Below are several key accomplishments of MCD in September 2025:

- Issued and renewed approximately 45,000 square feet (1.03 acres) of commercial cannabis cultivation.
- Published the Mendocino County Cannabis Equity Assessment update.
- Updated the LEEP Direct Grant Manual.
- Completed 20 physical inspections of proposed or existing CCBL sites.

Department Fiscal Updates

- The Department collected 19 fees, totaling \$25,071.
- Fee revenue helps offset staff time dedicated to specific, fee-related tasks.
- Staff time is allocated based on time studies conducted for each individual task.
- MCD received direction and approval at the September 9th Board of Supervisors (BOS) meeting for a new fee schedule. These approved fees will become effective on November 22nd.

Please find the updated fee schedule HERE.

For more information on MCD's Monthly Activity, please click HERE.

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.

Effective County Government Organization

California Department of Child Support Services is committed to working with our partners at CDSS to reduce misconceptions of child support participation – which includes awareness of opportunities to be excused from participation, as well as improving awareness. We are happy to report that the BenefitsCal website, the unified application for multiple public benefits, now has reference to child support eligibility and a link to our simplified enrollment.

A Thriving Economy

The Mendocino County Department of Child Support Services collected a total of \$497,002.04 in court-ordered child support payments. Of this amount, \$37,046.23 was passed on to families rather than being recouped for State and Federal debt. A total of 807 children currently have medical coverage.

Employee Benefits

The Open Enrollment period for calendar year 2026 will be held from October 20 through November 7, 2025.

Beginning January 1, 2026, Navitus will administer pharmacy benefits for employees enrolled in the County health plan. To prepare for this change, please join the Navitus webinar on October 27, 2025. Click HERE to learn more and view Open Enrollment information.

Environmental Health

The Environmental Health division continues to progress toward the strategic initiative to digitize Land Use, Solid Waste, and Consumer Protection files. Once completed, the public and regulated communities will benefit from faster access to records, enhanced transparency and service delivery even as the department operates with reduced staffing.

Over the past 2 fiscal years, Environmental Health has received support to fill vacant positions, but very few qualified candidates applied to fill the various vacancies. 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.

Executive Office - Budget/Fiscal

Sales Tax Update Mendocino County Unincorporated 2Q 2025 (April-June)

The unincorporated county's gross receipts from April through June 2025 were down 6% compared to the second sales period in 2024. After adjusting for reporting modifications from audit adjustments and delayed payments, actual sales were 7.2% lower. 2025 sales tax returns remain modest, reflecting broader economic volatility. Click HERE to read more...

State Controller Cohen - Monthly Cash Report

State Controller Cohen has released her monthly cash report for September. As noted in the Controller's Monthly Statement of General Fund Cash Receipts and Disbursements, receipts for the fiscal year through September exceeded estimates contained in the 2025-26 Budget Act by \$4.5 billion, or 9 percent. Fiscal year-to-date expenditures were higher than Budget Act estimates by \$2.1 billion, or 3.3 percent. Click HERE to view the Press Release.

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 2,250 contract items, including over 390 items with effective dates on or after July 1, 2025. Additionally, the Contract Unit processed and routed 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 began updating 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 September 2025, the Economic Development Division officially launched the Microenterprise Technical Assistance Program, met with stakeholders to advance projects developed from industry sector meetings, met with Sonoma County staff and stakeholders regarding the future of SMEDD, and held the Forest Health Sector Meeting (9/17). Visit the Economic Development Division page for more details.

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 for 2025 will be held in November for the Tourism sector – bringing together Arts, Culture and Recreation for sustainable tourism. Details are available on the Economic Development Division webpage.

Click HERE to read more...

Executive Office - Grants Unit

In September, the Grant Unit advanced several key County projects. The unit partnered with the Prevention, Recovery, Resiliency, and Mitigation (PRRM) Division to submit a \$9.5 million application for the Sherwood Corridor Hazardous Fuels Reduction Project. At the same time, team members continued to develop grant applications for Community Development Block Grant (CDBG) Program Income projects, secured site access, and initiated vendor selection for the Covelo Community Clean-Up Project. These actions demonstrate the unit's ongoing commitment to securing grant funding, fostering resilience, and enhancing both community well-being and economic opportunity.

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 maintains vital infrastructure and related services that enable County employees to serve the citizens of Mendocino County.

The Bower Park Restoration and Improvement project was awarded, and construction will begin in October. The SB844 Jail expansion and Psychiatric

Health Facility projects are progressing, with both expected to finish in early 2026

Click HERE to read more...

Human Resources - Wellness

MCWOW continues to support County employees' health and well-being through a variety of programs:

- EAP Counseling Services: Staff and their household members can access FREE virtual counseling via BetterHelp, making mental health support more convenient for our rural communities.
- Wellness Incentive Program: County employees can earn up to \$500 off their 2026 County health plan premiums. The program deadline is November 15th.
- Flu Shot Clinics: MCWOW vaccine clinics provide an easy way for employees to protect their health while earning incentive points.
- Biometric Health Screenings: The 2025 screening season ended on September 25th, with over 500 County employees participating!
- Employees who missed a screening can still have it completed by their physician by **November 15th** to qualify for the Wellness Incentive Reward.
- MCWOW Data Dashboard: This County webpage contains a data-driven view of the Wellness Program's performance and helps guide program improvements.

Click HERE to learn more about MCWOW's employee offerings.

Library

Banned Books Week launched in 1982 in response to a sudden surge in the number of book challenges in libraries, schools, and bookstores. The theme for 2025's Banned Books Week was, "Censorship Is So 1984. Read for Your Rights," and took place from October 5-11. While books have been and continue to be banned, part of the Banned Books Week celebration is the fact that, in most cases, the books have remained available. This happens only thanks to the efforts of librarians, teachers, students, and community members who stand up and speak out for the freedom to read.

Click HERE to read more...

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) hosted a booth at the Mendocino County Fair and Apple Show in Boonville to enhance community safety by providing preparedness materials. OES took part in a PG&E communications exercise for the Potter Valley Project. OES staff submitted the annual integrated preparedness plan to Cal OES to help guide the county's training and exercise priorities.

Click HERE to read more...

Planning and Building

The Department of Planning and Building Services ("Department") continues to advance the County's mission of effective governance, community safety, economic vitality, and long-term resilience. This month's report highlights key developments, including the use of metrics to evaluate organizational performance, progress toward a modernized permit management system, and active recruitment to strengthen departmental capacity.

As a part of the County's efforts to streamline operations, improve coordination across departments, and provide consistent service to the public, the Department is pleased to announce the integration of the Mendocino Cannabis Department into Planning and Building Services. During the next several months, the Cannabis Department will continue to operate as usual while staff and resources are integrated into the new framework.

Code Enforcement remains focused on addressing community concerns with an emphasis on health and safety, while Planning staff advance policy updates and stakeholder engagement initiatives that promote sustainable economic development. Additionally, the Department remains committed to advancing disaster preparedness and coastal planning initiatives that strengthen Mendocino County's long-term resilience.

Click HERE to read more...

Prevention, Recovery, Resiliency, and Mitigation

During September and 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

October is SIDS Awareness Month

Public Health encourages everyone this month and year-round to help promote #safesleep practices and raise awareness about reducing the risk of SIDS.

Here are some steps you can take to reduce risk and protect your baby:

- Always place babies on their backs to sleep for naps and at night.
- Use a firm, flat sleep surface (crib, bassinet, or portable play yard) free from soft bedding, pillows, or toys.
- Keep baby in your room, but on their own sleep surface avoid bedsharing.
- Breastfeeding, when possible, helps reduce risk.
- Keep the baby's sleep environment cool and avoid exposure to tobacco smoke.

Click HERE to read more...

Social Services

As of April 2025, all CalFresh households should have been mailed a chipenabled Electronic Benefit Transaction (EBT) card. Old magnetic-strip cards will stop working either when a new card is activated or six (6) months after issuance of the chip card, therefore, all pre-chip-enabled cards will be deactivated by October 25, 2025.

Please see the full report for more details and how to report if you have not received your new card yet.

In-Home Supportive Services (IHSS) is one of the largest programs with the Adult & Aging Services division. We are pleased to share a program update in our full report.

Click HERE to read more...

University of California Cooperative Extension

Tribal Youth Exchange Promotes STEM and Cultural Knowledge at Hopland

Research & Extension Center

In July 2025, the University of California Cooperative Extension (UCCE) hosted the Scotts Valley Tribal Youth Exchange at the Hopland Research and Extension Center (HREC), located on the ancestral lands of the Shóqowa People. The two-day program brought together 25 Native youth from the Scotts Valley and Hopland Bands of Pomo Indians for hands-on learning that blended STEM education with Traditional Ecological Knowledge.

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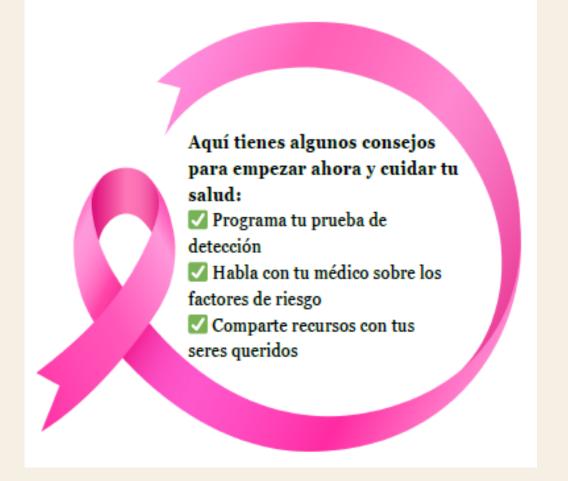
Octubre es el Mes Nacional de Concientización del Cáncer de Mama

Este mes, el departamento de Salud Pública está creando conciencia, recordando la importancia de programar exámenes regulares y compartiendo apoyo y recursos con la comunidad. WIC apoya la reducción del riesgo de cáncer de mama mediante la promoción de la lactancia materna.

Al amamantar durante 12 meses, una persona puede reducir su riesgo de cáncer de mama en un 26 %, según un artículo publicado en 2015 (Chowdhury et al.). En numerosos estudios, incluido un informe de 2016 de *The Lancet*, se afirma que las tasas de lactancia materna previenen directamente casi 20,000 muertes por cáncer de mama cada año, y se salvarían otras 20,000 vidas anualmente al aumentar las prácticas de lactancia materna en todo el mundo.

La detección temprana salva vidas.

Obtenga más información sobre la prevención y la detección temprana: www.nationalbreastcancer.org/breast-cancerawareness-month/



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

La temporada de cosecha agrícola de otoño en el Condado de Mendocino es un momento vibrante de celebración, educación y participación comunitaria, centrada en la agricultura y la riqueza natural de la región. El final del otoño es el momento perfecto para sembrar cultivos de cobertura y preparar la tierra para el invierno, promoviendo la salud del suelo y el control de la erosión. Nuestra cosecha de uvas para vino fue abundante y de excelente calidad. Los residentes del condado también pueden participar en la recolección de manzanas y visitar campos de calabazas, fomentando la conexión con las granjas locales. Además de estas actividades, el Departamento de Agricultura enfatiza la importancia de la conservación y la gestión ambiental. Colaboraremos con la Extensión Cooperativa de la Universidad de California

para desarrollar mejores prácticas de manejo para la gestión a largo plazo de los viñedos, incluyendo un tipo de "hibernación" cuando no se realice la cosecha.

Haga clic AQUÍ para leer más...

Beneficios de Salud para Empleados

El período de Inscripción Abierta para el año calendario 2026 se llevará a cabo del 20 de octubre al 7 de noviembre de 2025.

A partir del 1 de enero de 2026, Navitus administrará los beneficios de farmacia para los empleados inscritos en el plan de salud del Condado. Para prepararse para este cambio, únase al seminario web de Navitus el 27 de octubre de 2025. Haga clic AQUÍ para obtener más información y consultar los detalles de la Inscripción Abierta.

Biblioteca

La Semana del Libro Prohibido se lanzó en 1982 como respuesta al repentino aumento de las denuncias de libros en bibliotecas, escuelas y librerías. El tema de la Semana del Libro Prohibido de 2025 fue "La censura es tan de 1984. Lee por tus derechos", y se celebró del 5 al 11 de octubre. Si bien los libros han sido y siguen siendo prohibidos, parte de la celebración de la Semana del Libro Prohibido reside en que, en la mayoría de los casos, los libros siguen estando disponibles. Esto es posible gracias al esfuerzo de bibliotecarios, docentes, estudiantes y miembros de la comunidad que se alzan y defienden la libertad de leer.

Haga clic AQUÍ para leer más...

Cannabis

En septiembre de 2025, el Departamento de Cannabis de Mendocino (MCD) revisó y otorgó autorización local a 11 solicitudes activas de Licencias Comerciales de Cultivo de Cannabis (CCBL). Además, el Departamento firmó el último acuerdo de subvención directa del Programa de Emprendimiento de Capital Local (LEEP) con un operador local de negocios de cannabis, distribuyendo \$7,645 al solicitante de capital calificado.

A continuación, se presentan varios logros clave del MCD en septiembre de 2025:

- Se emitieron y renovaron aproximadamente 45,000 pies cuadrados (1.03 acres) de cultivo comercial de cannabis.
- Se publicó la actualización de la evaluación de equidad del cannabis del condado de Mendocino.
- Se actualizó el Manual de Subvenciones Directas del LEEP.

 Se completaron 20 inspecciones físicas de sitios CCBL propuestos o existentes.

Actualizaciónes fiscales del departamento

- El Departamento recaudó 19 tarifas por un total de \$25,071.
- Los ingresos por honorarios ayudan a compensar el tiempo del personal dedicado a tareas específicas relacionadas con los honorarios.
- El tiempo del personal se asigna en función de estudios de tiempo realizados para cada tarea individual.
- El MCD recibió instrucciones y aprobación en la reunión de la Junta de Supervisores (JOS) del 9 de septiembre para una nueva tarifa. Estas tarifas aprobadas entrarán en vigor el 22 de noviembre.

Encuentre la tarifa actualizada AQUÍ.

Para obtener más información sobre la actividad mensual del MCD, haga clic AQUI.

Haga clic AQUÍ para leer más...

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.

Instalaciones y Flota mantienen la infraestructura vital y los servicios relacionados que permiten a los empleados del condado servir a los ciudadanos del condado de Mendocino.

Se adjudicó el proyecto de restauración y mejora de Bower Park y la construcción comenzará en octubre. Los proyectos de expansión de la cárcel SB844 y del centro de salud psiquiátrica están progresando, y se espera que ambos finalicen a principios de 2026.

Haga clic AQUÍ para leer más...

Oficina Ejecutiva - División de Desarrollo Económico

En septiembre de 2025, la División de Desarrollo Económico lanzó oficialmente el Programa de Asistencia Técnica para Microempresas, se reunió con partes interesadas para avanzar en proyectos desarrollados a partir de reuniones sectoriales, se reunió con personal y partes interesadas del Condado de Sonoma sobre el futuro de SMEDD, y realizó la Reunión del Sector de Salud Forestal (17/09). Para más detalles, visite la página de la División de Desarrollo Económico.

Desarrollo Económico por Industria: Próximas Reuniones Sectoriales

El personal de la División sigue realizando reuniones del programa "Desarrollo

Económico por Industria" para fomentar la colaboración y generar metas concretas para la sostenibilidad y el crecimiento económico. Se han realizado cinco reuniones en 2025. La última reunión de 2025 se llevará a cabo en noviembre para el sector Turismo, reuniendo Artes, Cultura y Recreación para fomentar un turismo sostenible. Los detalles están disponibles en la página web de la División de Desarrollo Económico.

Haga clic AQUÍ para leer más...

Oficina Ejecutiva - Fiscal

Informe de Actualización del Impuesto sobre las Ventas Condado No Incorporado de Mendocino – 2.º Trimestre 2025 (Abril a Junio)

Los ingresos brutos del condado no incorporado de abril a junio de 2025 disminuyeron un 6 % en comparación con el segundo período de ventas de 2024. Después de ajustar por modificaciones en los informes debido a auditorías y pagos retrasados, las ventas reales fueron un 7.2 % más bajas. Las declaraciones del impuesto sobre las ventas de 2025 siguen siendo modestas, lo que refleja la volatilidad económica general. Haga clic AQUÍ para leer más...

La Contralora del Estado, Cohen, ha publicado su informe mensual de efectivo correspondiente a septiembre. Según se indica en la Declaración Mensual de la Contralora sobre los Ingresos y Desembolsos en Efectivo del Fondo General, los ingresos del año fiscal hasta septiembre superaron las estimaciones incluidas en la Ley de Presupuesto 2025-26 en \$4.5 mil millones, o un 9 %. Los gastos acumulados del año fiscal fueron superiores a las estimaciones de la Ley de Presupuesto en \$2.1 mil millones, o un 3.3 %. Haga clic AQUÍ para ver el comunicado de prensa. Haga clic AQUÍ para leer más...

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 2,250 contratos, incluyendo más de 390 con fecha de entrada en vigor a partir del 1 de julio de 2025. Además, la unidad de contratos procesó contratos para la distribución de fondos a los veintiún distritos/agencias de bomberos locales que reciben fondos de la Medida D, la Medida P y la Proposición 172. Estos contratos distribuyen los fondos del cuarto trimestre para el año fiscal 2024-25. Finalmente, como resultado de la primera revisión de los supervisores del condado de las revisiones a la póliza de Arrendamiento y Contratación del Condado (Póliza Numero 1) el 7 de octubre de 2025, la unidad de contratos comenzó a actualizar los flujos de trabajo de aprobación de Cobblestone para alinearlos con 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 septiembre, la Unidad de Subvenciones impulsó varios proyectos clave del Condado. La unidad colaboró con la División de Prevención, Recuperación, Resiliencia y Mitigación (PRRM) para presentar una solicitud de \$9.5 millones para el Proyecto de Reducción de Combustibles Peligrosos del Corredor Sherwood. Simultáneamente, los miembros del equipo continuaron desarrollando solicitudes de subvención para proyectos de ingresos del Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG), aseguraron el acceso a las instalaciones e iniciaron la selección de proveedores para el Proyecto de Limpieza Comunitaria de Covelo. Estas acciones demuestran el compromiso continuo de la unidad con la obtención de fondos para subvenciones, el fomento de la resiliencia y la mejora del bienestar comunitario y las oportunidades económicas.

Durante el año fiscal 2025-26, la Unidad de Subvenciones colaboró con los departamentos del Condado para presentar tres solicitudes de subvención por un total de \$11.3 millones. Además, la unidad apoya la gestión de 15 subvenciones por más de \$16.2 millones para la Oficina Ejecutiva.

Haga clic AQUÍ para leer más...

Oficina de Servicios de Emergencia

La Oficina de Servicios de Emergencia del Condado de Mendocino (OES, por sus siglas en inglés) es la agencia principal de coordinación local para emergencias y desastres que afectan a los residentes, la infraestructura pública y las operaciones gubernamentales en el Área Operativa (OA) del Condado de Mendocino. El OA 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 organizó un puesto en la Feria del Condado de Mendocino y en la Exposición de Manzanas en Boonville para mejorar la seguridad comunitaria mediante la distribución de materiales de preparación. OES participó en un ejercicio de comunicaciones de PG&E para el Proyecto del Valle de Potter. El personal de OES presentó el plan anual de preparación integrada a Cal OES para ayudar a guiar las prioridades de capacitación y ejercicios del condado.

Haga clic AQUÍ para leer más...

Prevención, Recuperación, Resiliencia y Mitigación

Durante septiembre y octubre de 2025, el equipo de Prevención, Recuperación, Resiliencia y Mitigación (PRRM, por sus siglas en inglés) logró avances significativos en diversos proyectos diseñados para mejorar la preparación y resiliencia ante desastres del Condado de Mendocino. Estos proyectos se financian mediante diversas subvenciones destinadas a mejorar la resiliencia comunitaria y la preparación ante desastres. Las fuentes de financiación específicas incluyen el Programa de Subvenciones para la Mitigación de Riesgos (HMGP, por sus siglas en inglés) de FEMA, las subvenciones de CAL FIRE, el Departamento de Recursos Hídricos (DWR, por sus siglas en inglés), el programa Construyendo Infraestructura y Comunidades Resilientes (BRIC, por sus siglas en inglés) y los fondos del Programa de Subvenciones en Bloque para el Desarrollo Comunitario, Planificación y Servicio Público (CDBG-PPS, por sus siglas en inglés). El personal también finalizó propuestas, emitió y revisó solicitudes de propuestas (RFP, por sus siglas en inglés) y preparó contratos para la aprobación de la Junta de Supervisores. A pesar de los desafíos actuales, como la incertidumbre sobre la financiación federal y los retrasos en los proyectos, el equipo sigue encaminado para alcanzar los próximos hitos críticos hasta finales de 2025 y principios de 2026.

Haga clic AQUÍ para leer más...

Programa de Bienestar del Empleado (MCWOW)

MCWOW continúa apoyando la salud y el bienestar de los empleados del Condado a través de una variedad de programas:

- Servicios de consejería del EAP: El personal y los miembros de su hogar pueden acceder a consejería virtual GRATUITA a través de BetterHelp, lo que facilita el acceso al apoyo en salud mental para nuestras comunidades rurales.
- Programa de Incentivos de Bienestar: Los empleados del Condado pueden ganar hasta \$500 de descuento en sus pagos del plan de salud del Condado para el año 2026. La fecha límite del programa es el 15 de noviembre.
- Clínicas de Vacunación contra la Gripe: Las clínicas de vacunación de MCWOW ofrecen una forma fácil para que los empleados protejan su salud y ganen puntos de incentivo.
- Evaluaciones Biométricas de Salud: La temporada de evaluaciones de 2025 finalizó el 25 de septiembre, con la participación de más de 500 empleados del Condado. ¡Quienes no pudieron asistir aún pueden completar su evaluación con su médico antes del 15 de noviembre para calificar para la Recompensa de Incentivo de Bienestar!
- Panel de Datos de MCWOW: Esta página web del Condado ofrece una vista basada en datos sobre el desempeño del Programa de Bienestar y contribuye a mejorar el programa

Haga clic AQUÍ para obtener más información sobre los recursos que MCWOW

ofrece a los empleados.

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, la comunidad en general y las entidades reguladas se beneficiarán de un acceso más rápido a los registros, una mayor transparencia y a prestación de servicios incluso cuando el departamento opera con personal reducido.

Durante los últimos dos años fiscales, Salud Ambiental ha recibido apoyo para cubrir puestos vacantes, pero muy pocos candidatos calificados se postularon para cubrir las diversas vacantes. Como resultado, los recursos de personal se están reasignando internamente para ayudar con los mandatos del programa priorizados según los factores de riesgo para la salud pública. Los inspectores realizan múltiples inspecciones del programa cuando se encuentran en el lugar para utilizar el tiempo de manera más eficiente. El personal administrativo colabora con las tareas de campo y la revisión de los planes del proyecto. Todo el personal atiende las necesidades administrativas del público, ya sea por correo electrónico, en la recepción o por teléfono.

Haga clic AQUÍ para leer más...

Salud Publica

Octubre es el Mes de Concientización Sobre el Síndrome de Muerte Súbita del Lactante (SMSL)

Salud Pública anima a todos, este mes y durante todo el año, a promover prácticas de sueño seguro y a concientizar sobre la reducción del riesgo de SMSL.

Aquí hay algunas medidas que puede tomar para reducir el riesgo y proteger a su bebé.

- Siempre acueste a los bebés boca arriba para dormir las siestas y por la noche.
- Use una superficie firme y plana (cuna, moisés o corralito portátil) sin ropa de cama blanda, almohadas ni juguetes.
- Mantenga al bebé en su habitación, pero en su propia superficie paradormir; evite compartir la cama.
- La lactancia materna, siempre que sea posible, ayuda a reducir el riesgo.
- Mantenga fresco el entorno donde duerme el bebé y evite la exposición al humo de tabaco.

Haga clic AQUÍ para leer más...

Servicios de Cuidado De Animales

Este mes ha sido un período de actividad y progreso significativos para nuestro programa de Servicios de Cuidado de Animales. Nuestro equipo dedicado ha continuado brindando servicios esenciales a la comunidad, asegurando el bienestar de los animales y promoviendo la tenencia responsable de mascotas. Las áreas del programa de Servicios de Cuidado de Animales incluyen Refugio, Clínica y Servicios de Protección de Animales. Estos programas ofrecen educación sobre animales, adopciones, oportunidades de voluntariado, acogida temporal, servicios de mascotas perdidas y encontradas, programas de captura-esterilización-liberación de gatos ferales, licencias de perros, esterilización y castración a bajo costo, atención veterinaria, educación en salud animal, vacunación contra la rabia, microchip, captura de animales perdidos y callejeros, respuesta a animales heridos o enfermos y denuncias de crueldad, y promoción de la tenencia responsable de mascotas.

Haga clic AQUÍ para leer más...

Enfoque en Lilly

Lilly es una hermosa gatita atigrada marrón con ojos brillantes llenos de curiosidad y justo el toque adecuado de picardía. Un poco independiente por naturaleza, disfruta de sus aventuras en solitario por la casa, explorando cada rincón como la curiosa gatita que es. ¡Pero no se deje engañar! Cuando salen los juguetes, ¡el lado juguetón de Lilly brilla! Varitas con plumas, pelotas que suenan y túneles crujientes son sus favoritos, y siempre está lista para un buen juego (a su manera, por supuesto). Lilly es la compañera perfecta para alguien que aprecia a una gatita con carácter propio, pero que siempre está cerca, vigilando la diversión y, ocasionalmente, saltando directamente a ella.



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.

Organización Eficaz del Gobierno del Condado

El Departamento de Servicios de Manutención Infantil de California se compromete a colaborar con nuestros socios del CDSS para reducir las ideas erróneas sobre la participación en la manutención infantil, lo que incluye informar sobre las oportunidades para eximirse de participar y mejorar la concientización. Nos complace informar que el sitio web de BenefitsCal, la solicitud unificada para múltiples beneficios públicos ahora incluye información sobre la elegibilidad para la manutención infantil y un enlace a nuestra inscripción simplificada.

Una Economía Próspera

El Departamento de Servicios de Manutención Infantil del Condado de Mendocino recaudó un total de \$497,002.04 en pagos de manutención infantil ordenados por el tribunal. De esta cantidad, \$37,046.23 se transfirieron a las familias en lugar de ser recuperados por deudas estatales y federales. Un total de 807 niños cuentan actualmente con cobertura médica.

Servicios de Planificación y Construcción

El Departamento de Planificación y Construcción (Departamento) continúa avanzando en la misión del Condado de promover un gobierno eficaz, la seguridad comunitaria, la vitalidad económica y la resiliencia a largo plazo. El informe de este mes destaca los principales avances, incluyendo el uso de métricas para evaluar el desempeño organizacional, el progreso hacia un sistema modernizado de gestión de permisos y el reclutamiento de personal para fortalecer la capacidad del departamento.

Como parte de los esfuerzos del Condado para optimizar las operaciones, mejorar la coordinación entre departamentos y ofrecer un servicio coherente al público, el Departamento se complace en anunciar la integración del Departamento de Cannabis de Mendocino bajo el Departamento de Planificación y Construcción. Durante los próximos meses, el Departamento de Cannabis continuará operando como de costumbre mientras el personal y los recursos se integran en el nuevo marco.

La División de Fiscalización de Códigos continúa enfocada en atender la preocupación de la comunidad, con énfasis en la salud y la seguridad, mientras que el personal de Planificación avanza en la actualización de políticas y en iniciativas de participación con partes interesadas que promueven un desarrollo económico responsable. Además, el Departamento mantiene su compromiso con el fortalecimiento de la preparación contra desastres y las iniciativas de planificación costera que refuerzan la resiliencia a largo plazo del Condado de Mendocino.

Servicios de Salud Conductual y Recuperación

Octubre es el Mes de Concienciación sobre la Violencia Doméstica

Servicios de Salud Conductual y Recuperación (BHRS, por sus siglas en inglés) reconoce: Mes de Concienciación sobre la Violencia Doméstica: Todo Octubre

El departamento de Servicios de Salud Conductual y Recuperación busca concientizar y compartir maneras de apoyar a las víctimas y sobrevivientes. La violencia doméstica puede manifestarse de diversasmaneras, incluyendo la violencia de pareja, el maltrato infantil, el maltrato apersonas mayores y otros tipos de daño entre personas en relaciones cercanas.

Línea de crisis 24/7: 855-838-0404

Línea de apoyo emocional para situaciones no críticas: 707-472-2311 o sin

costo: 833-955-2510

Línea Nacional de Violencia Doméstica: 800-799-SAFE (7233), envíe un

mensaje de texto con "START" al 88788, o chatee en línea en

www.thehotline.org

Haga clic AQUÍ para leer más...

Servicios Sociales

Los hogares de CalFresh deberían haber recibido una tarjeta nueva de Transaccion Electronica de Beneficios (EBT, por sus siglas en inglés) con chip habilitado esto incrementara la seguridad. Por favor vea el informe completo para mas detalles y cómo reportar si aun no ha recibido su nueva tarjeta.

El Programa de Servicios a Domicilio (IHSS, por sus siglas en inglés) es uno de los programas más grandes con la división de Servicios para Adultos y Personas Mayores. Nos complace compartirles una actualizacion del programa en nuestro informe completo.

Haga clic AQUÍ para leer más...

Universidad de California Extensión Cooperativa – Condado de Mendocino

Intercambio Juvenil Tribal promueve la ciencia y el conocimiento cultural en el Centro de Investigación y Extensión de Hopland

En julio de 2025, la Extensión Cooperativa de la Universidad de California (UCCE) organizó el Intercambio Juvenil Tribal de Scotts Valley en el Centro de Investigación y Extensión de Hopland (HREC), ubicado en el territorio ancestral

del Pueblo Shóqowa.

El programa de dos días reunió a 25 jóvenes nativos de las tribus Scotts Valley y Hopland Band of Pomo Indians, para participar en actividades prácticas que integraron la educación en ciencias (STEM) con el conocimiento ecológico tradicional.

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VEN & VISITA

Campus Principal de Ukiah: 501 Low Gap Road Ukiah, CA 95482

PONERSE EN CONTACTO

Directorio del Condado Contáctenos por Correo Electrónico







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Agenda Summary

Item #: 4f)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: October 21, 2025

Department Contact: Darcie Antle Phone: 707-463-4441

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

Agenda Title:

Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform

(Sponsor: Executive Office)

Recommended Action/Motion:

Provide direction to staff on matters of legislation.

FOR COB USE ONLY

Executed By: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item



Agenda Summary

Item #: 4g)

To: BOARD OF SUPERVISORS

From: Board of Supervisors

Meeting Date: October 21, 2025

Department Contact: Darcie Antle Phone: 707-463-4441

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

Agenda Title:

Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and

Other Items of General Interest (Sponsor: Board of Supervisors)

Recommended Action/Motion:

Provide direction to staff on matters of legislation.

FOR COB USE ONLY

Executed By: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item



Agenda Summary

Item #: 6a)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: October 21, 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: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item



Agenda Summary

Item #: 6b)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: October 21, 2025

Agenda Title:

Pursuant to Government Code section 54957 - Public Employee Appointment - Alternate Defender

FOR COB USE ONLY

Executed By: Deputy Clerk Date: Date Executed

Final Status: Item Status Executed Item Type: item



Agenda Summary

Item #: 6c)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: October 21, 2025

Agenda Title:

Pursuant to Government Code section 54956.9(d)(4)) - Conference with Legal Counsel - Initiation of litigation:

One case

FOR COB USE ONLY

Executed By: Deputy Clerk Final Status: Item Status Executed Item Type: item Date: Date Executed



Agenda Summary

Item #: 3a)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: October 21, 2025

Department Contact: Atlas Pearson Phone: 707-463-4441 **Department Contact:** Darcie Antle Phone: 707-463-4441

Time Allocated for Item: N/A Item Type: Consent Agenda

Agenda Title:

Approval of Minutes of October 7, 2025, Regular Meeting

Recommended Action/Motion:

Approve minutes of October 7, 2025, regular meeting.

CEO Liaison: Executive Office

CEO Review: Yes **CEO Comments:**

FOR COB USE ONLY

Executed By: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item

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 – October 7, 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: Christina Burns.

AGENDA ITEM NO. 2 - PUBLIC EXPRESSION

Presenter/s: Dee Pallesen; and Jennifer Ellingson.

AGENDA ITEM NO. 3 - APPROVAL OF CONSENT CALENDAR

THE BOARD OF SUPERVISORS WENT INTO RECESS AND RECONVENED AS THE BOARD OF DIRECTORS OF THE AIR QUALITY MANAGEMENT DISTRICT TO HEAR ITEM 3N.

3N) RESCISSION OF PREVIOUSLY ADOPTED MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT (AQMD) POLICIES FOR PURCHASING, LEASING AND CONTRACTING AND PURCHASING AND VEHICLE PURCHASING AND OPERATION - SPONSOR: AIR QUALITY MANAGEMENT DISTRICT

Presenter/s: Chair Haschak.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors rescind previously adopted AQMD Policies for Purchasing, Leasing and Contracting and Contracting and Vehicle Purchasing and Operation. 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

THE BOARD OF DIRECTORS OF THE AIR QUALITY MANAGEMENT DISTRICT WENT INTO RECESS AND RECONVENED AS THE BOARD OF SUPERVISORS.

AGENDA ITEM NO. 3 - APPROVAL OF CONSENT CALENDAR

Presenter/s: Supervisor Haschak; and Charlotte E. Scott, County Counsel.

Public Comment: Dee Pallesen; Gina Weaver; Garrett Weaver; Amaru Gillmore; and Elerick Bauer

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that Consent Calendar items 3a) – 3m), and 3o) – 3ag) 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 September 23, 2025, Regular Meeting - Sponsor: Executive Office

Approved and Chair is authorized to sign same;

3b) Approval of Appointments/Reappointments - Sponsor: Executive Office

Approved;

- 1. Richard Selzer, Member, Assessment Appeals Board;
- 2. Jenness Hartley, Parent/Consumer Representative, Child Care Planning Council;
- 3. Molly Thomas, Public Agency Representative, Child Care Planning Council;
- 4. Marco Alvarez, Fifth District Representative, Community Development Commission;
- 5. Traci Pellar, Member, Laytonville Municipal Advisory Council;
- 6. Megan Riley, Fifth District Representative, Library Advisory Board;
- 7. Jim Hurst, Commissioner (Jointly Appointed with City of Fort Bragg), Noyo Harbor District;
- 8. Justin Ebert, First District Representative, Public Health Advisory Board;
- 9. Jean Cunnington, County Public Health Employee, Public Health Advisory Board; and
- 10. Randall Vann, Alternate, Round Valley Municipal Advisory Council.

3c) ADOPTION OF PROCLAMATION DESIGNATING THE MONTH OF OCTOBER 2025 AS HEAD START AWARENESS MONTH – SPONSOR: SUPERVISOR CLINE

Adopted and Chair is authorized to sign same;

3d) Adoption of Proclamation Recognizing October 5-11 as National 4-H Week – Sponsor: Supervisor Cline

Adopted and Chair is authorized to sign same;

3E) ADOPTION OF PROCLAMATION RECOGNIZING OCTOBER 13, 2025, AS INDIGENOUS PEOPLES' DAY - SPONSOR: SUPERVISOR MULHEREN

Adopted and Chair is authorized to sign same;

3F) 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 25-159

3G) 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 25-160

3H) APPROVAL OF LETTER OF SUPPORT FOR ASSEMBLY BILL 830 (ROGERS) - STATE HIGHWAYS: ENCROACHMENT PERMITS: RELOCATING OR REMOVING ENCROACHMENTS: PUBLIC UTILITY DISTRICTS - SPONSOR: EXECUTIVE OFFICE

Approved;

3i) APPROVAL OF AGREEMENT (FIRST AMENDMENT TO AGREEMENT NO. EO-23-29) WITH CIVICPLUS, LLC., IN THE AMOUNT OF \$2,173.01, FOR A NEW TOTAL OF \$26,173.01, TO PROVIDE MUNICODE CODIFICATION SERVICES, EFFECTIVE JANUARY 20, 2023, THROUGH A NEW END DATE OF JANUARY 30, 2026 (ORIGINAL END DATE: JANUARY 19, 2026), WITH ANNUAL AUTOMATIC RENEWALS – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-164

3J) APPROVAL OF ONE-TIME FUNDING AGREEMENT WITH COVELO FIRE PROTECTION DISTRICT IN THE AMOUNT OF \$66,000, TO SUPPORT BASIC LIFE SUPPORT SERVICES IN THE MORE RURAL AREAS OF MENDOCINO COUNTY, EFFECTIVE UPON FULL EXECUTION THROUGH JUNE 30, 2026 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-165

3K) APPROVAL OF REQUEST BY REDWOOD VALLEY-CALPELLA FIRE DISTRICT (RVCFD) TO REALLOCATE ONE-TIME PACIFIC GAS AND ELECTRIC DISASTER SETTLEMENT FUNDS, IN THE AMOUNT OF \$360,000, FOR THE PURCHASE OF A NEW LIGHT RESCUE UNIT AND RESCUE EQUIPMENT – SPONSOR: EXECUTIVE OFFICE

Approved;

3L) APPROVAL OF APPROPRIATION REQUEST IN THE AMOUNT OF \$17,500 INCREASING THE UKIAH LIBRARY ENTRY AND STOREFRONT REPLACEMENT PROJECT BUDGET FROM \$65,000 TO \$82,500; APPROVAL OF THE UKIAH LIBRARY ENTRY AND STOREFRONT REPLACEMENT PROJECT PLANS AND SPECIFICATIONS; AND AUTHORIZATION TO AWARD AND APPROVAL OF AN AGREEMENT WITH NICHOLAS DANIEL GUTIERREZ, DOING BUSINESS AS NG BUILDER COMPANY, IN THE AMOUNT OF \$82,500 FOR THE COMPLETION OF THE UKIAH LIBRARY ENTRY AND STOREFRONT REPLACEMENT PROJECT LOCATED AT 105 NORTH MAIN STREET, UKIAH - SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-166

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

Approved;

30) APPROVAL OF AGREEMENT (FIRST AMENDMENT TO AGREEMENT NO. MH-25-013) WITH STAR VIEW BEHAVIORAL HEALTH, INC. IN THE AMOUNT OF \$354,000 FOR A NEW AGREEMENT TOTAL OF \$404,000, TO PROVIDE MENTAL HEALTH SERVICES TO QUALIFIED MENDOCINO COUNTY CLIENTS, EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-167

3P) APPROVAL OF FIRST AMENDMENT TO BOS AGREEMENT No. 25-045 WITH JONES MAYER IN THE AMOUNT OF \$50,000 FOR A NEW TOTAL OF \$100,000, TO CONTINUE TO PROVIDE ADVICE AND REPRESENTATION REGARDING COUNTY OF MENDOCINO LIABILITY AND LITIGATION, EFFECTIVE UPON EXECUTION THROUGH JUNE 30, 2027 - SPONSOR: COUNTY COUNSEL

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-045-A1

3Q) ADOPTION OF RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION TO CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) FOR THE VICTIM WITNESS ASSISTANCE PROGRAM FOR THE GRANT PERIOD OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026 – SPONSOR: DISTRICT ATTORNEY

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-161

3R) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 7110 (MUSEUM), DELETE 1.0 FTE, (POSITION NO. 4509) STAFF ASSISTANT I, \$37,689.60 - \$43,638.40/ANNUALLY - SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-162

3s) APPROVAL OF THIRD AMENDMENT TO BOS AGREEMENT 20-149 WITH ALLIED UNIVERSAL SECURITY SERVICES IN THE AMOUNT OF \$310,000 TO PROVIDE ONGOING SECURITY GUARD SERVICES AT THE MENDOCINO COUNTY COURTHOUSE AND FORT BRAGG JUSTICE CENTER EFFECTIVE NOVEMBER 15, 2025, THROUGH NOVEMBER 14, 2026 – SPONSOR: SHERIFF-CORONER

Approved and Chair is authorized to sign same;

Enactment No: Agreement 20-149-A3

3T) ADOPTION OF RESOLUTION AUTHORIZING THE DEPARTMENT OF TRANSPORTATION TO ADVERTISE FOR BIDS AND AWARD DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 250042 FOR THE SOUTH COAST LANDFILL FINAL CLOSURE CONSTRUCTION PROJECT, AT AN ESTIMATED COST OF \$6,500,000 (GUALALA AREA) - SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-163

AGENDA ITEM NO. 4 - REGULAR CALENDAR

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

Presenter/s: Katrina Bartolomie, Assessor/Clerk-Recorder/Registrar of Voters; Steve Dunnicliff, Deputy Chief Executive Officer; and Angela Godwin, Agricultural Commissioner/Sealer of Weights.

Public Comment: None.

Board Action: No Action Taken.

4B) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF PRESENTATION BY SHAW, YODER, ANTWIH, SCHMELZER, & LANG (SYASL) REGARDING THE 2025 CALIFORNIA LEGISLATIVE SESSION; AND DIRECTION TO STAFF AS NECESSARY - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Kelly Hansen, Administrative Analyst, Executive Office; and Karen Lange, Consultant, Shaw Yoder Antwih Schmerlzer & Lange; and Charlotte E. Scott, County Counsel.

Public Comment: Chess.

Board Action: Upon motion by Supervisor Cline, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors accepts presentation by Shaw, Yoder, Antwih, Schmelzer, & Lang (SYASL) regarding the 2025 California legislative session. 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: 10:23 A.M - 10:34 A.M

4c) Discussion and Possible Action Including Approval or Denial of Requests from Department Heads and Elected Officials Regarding Budget Impacts, Funding and Recruitment of Vacant or New Positions Following the Strategic Hiring Process - Sponsor: Board of Supervisors Budget Ad Hoc and Human Resources

Presenter/s: Darcie Antle, Chief Executive Officer; Cherie Johnson, Director, Human Resources; Scott McMenomey, Deputy District Attorney; Brian Arrington, District Attorney Investigator; Tony Rakes, Deputy Chief Executive Officer; Katrina Bartolomie, Assessor/Clerk-Recorder/Registrar of Voters; Jenine Miller, Director, Health Services; and Mellisa Hannum, County Librarian.

Public Comment: Izen Locatelli; Robert Maddock; and Peter McNamee.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors directs staff to return with this item at the November 4th meeting with a detailed plan on how departments plan to achieve the 6% reduction; and directs staff to not bring future agenda items for department hiring until the 6% reduction plan has been approved. 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 Action: Upon motion by Supervisor Cline, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors approves hiring the requested positions from the Assessor's Office, Health Services Department, and Library. 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

4E) NOTICED PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF A RESOLUTION ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENTS FOR LAYTONVILLE LANDFILL COVER REMEDIATION AND IMPROVEMENTS PROJECT (LAYTONVILLE AREA) - SPONSOR: TRANSPORTATION

Presenter/s: Howard Dashiell, Director, Transportation; and Amber Fisette, Deputy Director, Transportation.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Cline, IT IS ORDERED that the Board of Supervisors adopts Resolution adopting an initial study/mitigated negative declaration and a mitigation monitoring and reporting program in compliance with the California Environmental Quality Act Requirements for Laytonville Landfill Cover Remediation and Improvements Project (Laytonville Area); 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 25-16

4F) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF THE PRESENTATION ON THE 2025 ASSESSMENT OF EMERGENCY MEDICAL SERVICES ENHANCEMENT FUNDING FOR MENDOCINO COUNTY - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Jeff Adair, Emergency Services Coordinator, Executive Office; Tami Bartolomei, Senior Program Specialist, Public Health; Jen Banks, EMS Coordinator, Sonoma County; Charlotte E. Scott, County Counsel; Darcie Antle, Chief Executive Officer; and Sara Pierce, Acting Assistant Chief Executive Officer.

Public Comment: Izen Locatelli; and Clay.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors directs the Executive Office to return with the available funding remaining for emergency medical services from PG&E and return with an estimate of funding from a 1% county wide sales tax; directs County Counsel to research if that tax could be used for emergency medical services and fire; and requests Costal Valleys, in collaboration with emergency medical services and fire partners, brainstorm possible uses of those funds. The motion carried by the following vote:

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

No: 0 - None

Absent: 0 - None

4D) DISCUSSION AND POSSIBLE ACTION INCLUDING 1) INTRODUCTION AND WAIVE FIRST READING OF AN ORDINANCE 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); AND 2) POSSIBLE DIRECTION TO STAFF REGARDING PROPOSED REVISIONS TO MENDOCINO COUNTY POLICY NO. 1 - PURCHASING, LEASING, AND CONTRACTING POLICY - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Sara Pierce, Acting Assistant Chief Executive Officer; and Matthew Kiedrowski, Deputy County Counsel.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Cline, IT IS ORDERED that the Board of Supervisors introduces and waives first reading of an Ordinance 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). 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) DISCUSSION AND POSSIBLE ACTION INCLUDING DIRECTION TO STAFF TO WORK WITH THE BOARD OF SUPERVISORS TO DEVELOP A PROPOSAL BASED ON THE CONCEPT OF CREATING AN OPTIONAL ALTERNATIVE PATHWAY TO EXPEDITE BUILDING PERMITS AND INSPECTIONS - SPONSORS: SUPERVISOR WILLIAMS AND SUPERVISOR NORVELL

Presenter/s: Supervisor Williams; Supervisor Norvell; and Julia Krog, Director, Planning and Building Services.

Public Comment: Duncan James; Dee Pallesen; and Peter McNamee.

Board Action: Upon motion by Supervisor Norvell, seconded by Supervisor Williams, IT IS ORDERED that the Board of Supervisors directs staff to work with the Board of Supervisors on developing a proposal based on the concept of creating an optional expedited pathway for building permits and inspections and return to the Board with draft language for consideration. 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

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

Presenter/s: Darcie Antle, Chief Executive Officer.

Public Comment: None.

Board Action: No Action Taken.

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

Withdrawn.

AGENDA ITEM NO. 6 - CLOSED SESSION

Presenter/s: Chair Haschak.

Public Comment: None.

ADJOURNED TO CLOSED SESSION: 1:32 P.M.

- 6a) PURSUANT TO GOVERNMENT CODE SECTION 54957 PUBLIC EMPLOYEE APPOINTMENT COUNTY HEALTH OFFICER
- 6B) PURSUANT TO GOVERNMENT CODE SECTION 54956.8 CONFERENCE WITH REAL PROPERTY NEGOTIATOR PROPERTY: PHYSICAL ADDRESS:120 W. FIR STREET, FORT BRAGG, CA AND APN: 008-054-12. AGENCY NEGOTIATORS: DARCIE ANTLE, STEVE DUNNICLIFF. NEGOTIATING PARTIES: COUNTY OF MENDOCINO AND CITY OF FORT BRAGG. UNDER NEGOTIATION: PRICE, TERMS, AND CONDITIONS OF PROPOSED SALE OF REAL PROPERTY
- 6C) PURSUANT TO GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATOR AGENCY NEGOTIATORS: DARCIE ANTLE AND CHERIE JOHNSON; EMPLOYEE ORGANIZATION(S): SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU) LOCAL 1021, MENDOCINO COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA), MENDOCINO COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION (MCLEMA), MENDOCINO COUNTY MANAGEMENT ASSOCIATION, MENDOCINO COUNTY ASSOCIATION OF CONFIDENTIAL EMPLOYEES (MCACE), MENDOCINO COUNTY DEPARTMENT HEAD ASSOCIATION, MENDOCINO COUNTY PROBATION EMPLOYEES' ASSOCIATION (MCPEA)TEAMSTERS LOCAL 856, MENDOCINO COUNTY PUBLIC AUTHORITY AND SEIU LOCAL 2015 (IHSS), MENDOCINO COUNTY PUBLIC ATTORNEYS' ASSOCIATION (MCPAA), AND UNREPRESENTED
- 6d) Pursuant to Government Code Section 54957 Public Employee Performance Evaluation County Counsel

RECONVENED IN OPEN SESSION: 5:00 P.M.

AGENDA ITEM NO. 6 - REPORT OUT OF CLOSED SESSION

Presenter: Chair Haschak.

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

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

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

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 5:08 P.M.

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



Agenda Summary

Item #: 3b)

To: BOARD OF SUPERVISORS

From: Supervisor Williams

Meeting Date: October 21, 2025

Department Contact: Supervisor Williams Phone: 707-937-3500

Time Allocated for Item: N/A Item Type: Consent Agenda

Agenda Title:

Adoption of Resolution Granting Permission for the Gualala Lions Club to Hold a Parade on Saturday, November 29, 2025, Between 6 p.m. and 7 p.m. along California State Highway 1 and Proceeding South from Mile Marker 1.64 to 0.76

(Sponsor: Supervisors Williams)

Recommended Action/Motion:

Adopt Resolution granting permission for the Gualala Lions Club to hold a parade on Saturday, November 29, 2025, between 6 p.m. and 7 p.m. along California State Highway 1 and proceeding south from mile marker 1.64 to 0.76; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None

Summary of Request:

Representatives of the Gualala Lions Club are requesting permission to hold a parade on November 29, 2025, in Gualala. Said parade would be held between 6:00 p.m. and 7:00 p.m., along California State Highway 1 and proceeding south from mile marker 1.64 to 0.76. Cooperation will be given to the California Highway Patrol and to the Mendocino County Sheriff's Department in allowing traffic to proceed on the highway, as only one lane is needed to conduct said parade. In order for the parade to be held, the Gualala Lions Club is seeking permission from the Mendocino County Board of Supervisors, pursuant to the Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways.

Alternative Action/Motion:

Return to staff for alternate handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3b)

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: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REQUEST THAT THE CALIFORNIA DEPARTMENT OF TRANSPORTATION GRANT ITS PERMISSION FOR THE GUALALA LIONS CLUB LIGHTED TRUCK PARADE IN GUALALA, CA PURSUANT TO THE DEPARTMENT OF TRANSPORTATION AND CALIFORNIA HIGHWAY PATROL'S JOING POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAY RIGHTS-OF-WAYS

WHEREAS, the Gualala Lions Club wishes to hold their annual Lighted Truck parade; and

WHEREAS, said parade will be held on Saturday, November 29, 2025, between 6 p.m. and 7 p.m., commencing on California State Highway 1 and proceeding south from mile marker 1.64 to 0.76; and

WHEREAS, in order for the parade to be held, the Gualala Lions Club needs to seek support from the Mendocino County Board of Supervisors, pursuant to the Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways to conduct a parade; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors does hereby supports the Gualala Lions Club Lighted Truck Parade and seeks the support and cooperation of any involved agencies.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors requests the California Department of Transportation to give its permission pursuant to the California Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights of Ways to the Gualala Lions Club to hold a parade on Saturday November 29, 2025, along California State Highway 1 in Gualala, California.

NOW, THEREFORE, BE IT RESOLVED is directed to forward copies of this Resolution to the California Department of Transportation District Permit Coordinator (Eureka), the California Highway Patrol, and the Gualala Lions Club.

	oregoing Resolution introdu arried this day of	ced by Supervisor , sec , 2025, by the following vote:	conded by Supervisor
AYES NOES ABSE	S:		
WHE	REUPON, the Chair declared	said Resolution adopted and So	O ORDERED.
ATTEST:	DARCIE ANTLE Clerk of the Board	JOHN HASCHAK, Chair Mendocino County Board I hereby certify that ac provisions of Governmen 25103, delivery of this	ccording to the at Code Section
APPROVED AS TO FORM: CHARLOTTE E. SCOTT County Counsel		been made. BY: DARCIE ANTLE Clerk of the Board	I
		Deputy	



Agenda Summary

Item #: 3c)

v To: BOARD OF SUPERVISORS

From: Library

Meeting Date: October 21, 2025

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

Time Allocated for Item: N/A Item Type: Consent Agenda

Agenda Title:

Adoption of Proclamation of Gratitude for the Richard Lawrence Kilday Living Trust Endowment to the Fort Bragg Branch Library in the Amount of One Hundred Thousand Dollars (\$100,000); and Acceptance of Report of Donation and Deposit into the County's Fort Bragg Library Endowment Account (Sponsors: Library and Supervisor Norvell)

Recommended Action/Motion:

Adopt Proclamation of gratitude for the Richard Lawrence Kilday Living Trust endowment to the Fort Bragg Branch Library in the amount of one hundred thousand dollars (\$100,000); and accept report of donation and deposit into the County's Fort Bragg Library Endowment account.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The Library is required to report donations of \$10,000 or more to the Board of Supervisors, and the Fort Bragg Branch has received a very generous endowment of \$100,000 from the Richard Lawrence Kilday Living Trust. The Library asks the Supervisors to enact the Proclamation recognizing the generosity of the gift to the Fort Bragg Library and community.

Richard Lawrence Kilday was a long-time resident of Fort Bragg who ran the beloved "For The Shell of It" store in Fort Bragg for over 20 years. Throughout the years Richard Kilday became very involved in the Fort Bragg community and was kind enough to include the Fort Bragg Library in his Trust. Rhonda Stoker, as the Trustee of Richard Lawrence Kilday Living Trust, is carrying out his wishes.

- Donation amount: \$100,000
- From: Richard Lawrence Kilday Living Trust
- Trustee: Rhonda Stoker
- Address: PO Box 978, Fort Bragg, CA 95437
- Deposit to: Fort Bragg Library Endowment account

The generous endowment funds for the Fort Bragg Library will be saved for a future special project or

Item #: 3c)

purchase to benefit the Fort Bragg Library and enrich the community.

Alternative Action/Motion:

Do not accept and provide alternate directions.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: District 4

Vote Requirement: Majority

Supplemental Information Available Online At: https://www.mendolibrary.org/visit/fort-bragg

Fiscal Details:

source of funding: Endowment

current f/y cost: N/A

budget clarification: Deposit to Fort Bragg Library Endowment account #2710-760844

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

Final Status: Item Status Executed By: Deputy Clerk Date: Date Executed Executed Item Type: item





PROCLAMATION

OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS

RECOGNIZING WITH GRATITUDE THE GENEROSITY OF THE RICHARD LAWRENCE KILDAY LIVING TRUST

WHEREAS, Mendocino County Library serves as a cornerstone of knowledge and opportunity, providing essential resources, services, and programs that empower individuals of all ages to live, learn, and thrive in the 21st century; and

WHEREAS, the Fort Bragg Branch is a beloved and integral part of the coastal community, connecting people with resources while fostering civic engagement, critical thinking, and lifelong learning; and

WHEREAS, endowments are created with foresight, leaving a lasting legacy to help our communities to thrive and adapt in the future; and

WHEREAS, Richard Lawrence Kilday, a long-time Fort Bragg resident and owner of the world famous "For the Shell of It" store, generously supported the Library; and

WHEREAS, through a Living Trust, Richard Lawrence Kilday has bequeathed \$100,000 to the Fort Bragg Branch of the Mendocino County Library, and for which Rhonda Stoker as Trustee has kindly fulfilled Richard Lawrence Kilday's wishes.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mendocino hereby proclaims on October 21, 2025, sincere gratitude to Richard Lawrence Kilday for the establishment of the Living Trust and for the generous bequeathment to the Fort Bragg Branch of the Mendocino County Library.

Dated:		
John Haschak, Chair		





Agenda Summary

Item #: 3d)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: October 21, 2025

Department Contact: Cherie Johnson Phone: 707-234-6600

Time Allocated for Item: N/A Item Type: Consent Agenda

Agenda Title:

Approval of Agreement (Third Amendment to Agreement No. EO-23-14) with Self Insured Service Company, Dba Benefit Coordinators Corporation, in the Amount of \$125,000, to Continue Providing Administrative Services for the Employee Health Benefits Plan and Add the Family Advantage Health Plan Effective January 1, 2026, through December 31, 2026, Automatically Renewing Annually Thereafter, Extending the Termination Date from December 31, 2025, Until the Calendar Year in which a Rate Increase is Presented to the County

Recommended Action/Motion:

Approve Agreement (third amendment to Agreement No. EO-23-14) with Self Insured Service Company, dba Benefit Coordinators Corporation, in the amount of \$125,000, to continue providing administrative services for the Employee Health Benefits Plan and add the Family Advantage Health Plan effective January 1, 2026, through December 31, 2026, automatically renewing annually thereafter, extending the termination date from December 31, 2025, until the calendar year in which a rate increase is presented to the County; authorize the Chief Executive Officer or Designee to approve future amendments that modify administrative fees in an amount equal to or less than 5% annually; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On October 4, 2022, the Board approved Agreement No. 22-249. On September 12, 2023, the Board approved Agreement No. 22-249-A1.

Summary of Request:

Members of the PRISMHealth (PRISM) program contract with a PRISM approved Third Party Administrator (TPA) to perform high level administrative services that are not typically performed by County staff. Benefit Coordinators Corporation (BCC) is the contracted TPA. BCC has been satisfactorily performing administrative services for the Employee Health Benefits Plan since January 1, 2023.

Through its relationship with BCC, the County may add the Family Advantage Health Plan (FAHP) as an additional service administered by BCC. The FAHP is a type of medical expense reimbursement program for employees with access to an alternate employer sponsored medical plan, such as a spousal plan. The alternate plan must provide medical and prescription drug coverage but cannot be Medicare, MediCal, TriCare, an Individual Policy, a Limited Benefit Health Plan, and cannot include active contributions to a health savings account (HSA). The employee must waive the County plan as a new hire, through a qualifying life event or during the annual open enrollment period to be eligible to enroll in the FAHP. The health plan budget will reimburse eligible deductibles, co-pays and co-insurance costs incurred on the spousal plan, providing up

Item #: 3d)

to 100% benefit coverage for eligible expenses. A specific bank account will be designated for this purpose only. Participants will be issued a debit card to use at the point of service, but manual claims can also be submitted. BCC will adjudicate all claims to confirm they are eligible expenses. Participants can use BCC's SmartCare app to manage their reimbursement requests. The FAHP does not reimburse medical plan premiums.

The cost to administer the FAHP is 10% of the savings that are realized as a direct result of the FAHP. The savings are calculated by determining the difference between the amount the County would have contributed towards the member's premium, minus the member reimbursements.

The FAHP will replace CompleteCare, a similar reimbursement plan that is in place today and is terminating December 31, 2025. The FAHP will create greater savings for the health plan due to significantly lower administrative costs. 90% of estimated fees will be invoiced monthly and a "square up" will be performed after the benefit year is completed, to determine if additional monies are due to the administrator or if a credit is due back to the County.

Ongoing annual costs of the Agreement will depend on the type of services that are provided, enrollment and utilization of the FAHP.

Alternative Action/Motion:

Do not approve and provide 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: HI 0715 **current f/y cost:** \$125,000 (est.)

budget clarification: N/A

annual recurring cost: \$125,000 (est.)

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: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item

Item #: 3d)

BOS AGREEMENT NO.	
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AMENDMENT 3

Original Agreement No.	EO-23-14
Amendment 1	EO-23-14-A1
Amendment 2	EO-23-14-A2

THIRD AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. EO-23-14

This Third Amendment to Agreement No. <u>EO-23-14</u> is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and <u>Self Insured Services Company LLC dba Benefit Coordinators Corporation (BCC)</u>, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. <u>EO-23-14</u> was entered into on <u>January 1, 2023</u> (the "Initial Agreement"); and

WHEREAS, the First Amendment to Agreement No. <u>EO-23-14</u> (Agreement No. <u>EO-23-14-A1</u>) was entered into on <u>September 6, 2023</u>, and

WHEREAS, the Second Amendment to Agreement No. <u>EO-23-14</u> (Agreement No. EO-23-14-A2) was entered into on December 11, 2023; and

WHEREAS, COUNTY now desires to add the Family Advantage Health Plan to the services provided under the current Agreement with the CONTRACTOR, effective <u>January 1, 2026</u>. Administration Agreement and Schedule of Fees attached hereto as Attachment 1; and

WHEREAS, upon execution by both parties, this Third Amendment, shall become part of and be incorporated into the Agreement; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable through calendar year 2026 by \$125,000 from \$25,000 to \$150,000. The amount required for future years to be determined by enrollment and plan utilization; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from December 31, 2025, to an annual automatic renewal up to and including the calendar year upon which a rate increase is presented to the County, or unless otherwise terminated by either party in accordance with its provisions.

NOW, THEREFORE, we agree as follows:

- 1. To add the Family Advantage Health Plan, effective January 1, 2026.
- 2. To revise the Agreement termination date from <u>December 31, 2025</u>, to allow annual automatic renewal up to and including the calendar year upon which a rate increase is presented to the County, or unless otherwise terminated by either party in accordance with its provisions.

3. To increase total amount payable through calendar year 2026, by \$125,000 from \$25,000 to \$150,000. The amount required for future years to be determined by enrollment and plan utilization.

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

IN WITNESS WHEREOF	
DEPARTMENT FISCAL REVIEW:	CONTRACTOR/COMPANY NAME
- Musico Odas	Susan L. Zajaes
DEPARTMENT HEAD	By: SIGNATURE
Video and a state of the state	
Date: 09/18/2025	Date: 9.22.25
Budgeted: ⊠ Yes □ No	NAME AND ADDRESS OF CONTRACTOR:
Budget Unit: 0715	Self Insured Services Company LLC dba
Line Item: 862239	Och misured Oct vices Company ELO dba
Org/Object Code:	Benefit Coordinators Corporation
Grant: ☐ Yes ☒ No	Two Robinson Plaza, Suite 200
Grant No.:	
	Pittsburgh, PA 15205
COUNTY OF MENDOCINO By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS Date:	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:	COUNTY COUNSEL REVIEW:
DARCIE ANTLE, Clerk of said Board	APPROVED AS TO FORM:
By: Deputy	
Deputy	By:
I hereby certify that according to the provisions of	COUNTY COUNSEL
Government Code section 25103, delivery of this document has been made.	
document has been made.	Date: 09/18/2025
DARCIE ANTLE, Clerk of said Board	
By:	
Deputy	
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:
Dancie antes	By: Sara Per-
Ву:	
Risk Management	Deputy CEO or Designee
Date: 09/18/2025	Date: 09/18/2025
Signatory Authority: \$0-25,000 Department; \$25,001-50,000	Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed Mendocino County Business License: Valid	
Exempt Pursuant to MCC Section:	

ATTACHMENT 1

BENEFIT COORDINATORS CORPORATION ADMINISTRATION AGREEMENT

SERVICES EXHIBIT

This Exhibit is effective 1/1/2026, and continues in force until amended.

\boxtimes	Consolidated Invoicing and Remittance
\boxtimes	BenXcel®
\boxtimes	Flexible Spending Administration
\boxtimes	COBRA Administration
\boxtimes	Health Savings Account Administration
\boxtimes	Family Advantage Health Plan (FAHP) Administration

BENEFIT COORDINATORS CORPORATION ADMINISTRATION AGREEMENT

FAMILY ADVANTAGE HEALTH PLAN (FAHP) ADMINISTRATION EXHIBIT FAHP Administration Agreement

Employer appoints Benefit Coordinators Corporation as FAHP administrator ("FAHP Administrator"), under Employer's employee welfare benefit plan identified below (the "Plan") under the following terms and conditions ("Agreement"):

SECTION I PLAN INFORMATION

- 1.1 Plan Name Mendocino FAHP HRA.
- 1.2 The Plan Year shall be the twelve consecutive month period commencing on January 1, and ending on December 31.

SECTION II FINANCING OF PLAN BENEFITS

- 2.1 Benefits under the Plan are provided solely from the Employer's assets.
- 2.2 In disbursing money to pay claims or expenses under the Plan, the FAHP Administrator shall act as Employer's agent. The FAHP Administrator shall maintain a bank account for the payment of claims under this Plan and employee welfare benefit plans maintained by other employers. Employer's deposits to such bank account shall remain a part of Employer's general assets, subject to the claims of its creditors and subject to return to Employer on demand, until FAHP Administrator shall have disbursed checks drawn on such account in payment of claims under the Plan or premiums on insurance policies to cover claims under the Plan.
- 2.3 The FAHP Administrator shall pull funds into this account as necessitated by employee claims; debit cards within 24-48 hours of card transaction, and once a week for checks and direct deposit reimbursements. However, the FAHP Administrator shall have no duty to pay benefits under the Plan out of its own assets or otherwise, except from amounts Employer deposits in the account.
- 2.4 The FAHP Administrator does not hold deposits on behalf of the Plan at any time. All funds that are requested from the Employer are reimbursed to claimants under the Plan or are reimbursed for debit card transactions that were advanced at point of sale by the Administrator.

SECTION III EMPLOYER'S RESPONSIBILITIES

Employer shall:

- 3.1 Determine the claims and administration procedures and practices to be followed by the FAHP Administrator, which are not self-evident from the Plan.
- 3.2 As of the effective date of the Plan, provide the FAHP Administrator with a complete list of all employees who are eligible for benefits under the Plan. Thereafter, Employer shall notify the FAHP Administrator on a daily basis of any and all changes in participation including but not limited to, additions, terminations, changes in classification or status, etc.
- 3.3 Assist in the initial and on-going enrollment of the employees in the Plan, cooperate with the FAHP Administrator with regard to proper settlement of claims, and refer any inquiries pertaining to the Plan to the FAHP Administrator.

- 3.4 Provide directly or through the Plan all materials and documents, including summaries for employees, forms or supplies as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing law.
- 3.5 Provide timely and accurate information to enable FAHP Administrator to fulfill its obligations under this Agreement.

SECTION IV FAHP ADMINISTRATOR'S RESPONSIBILITIES

In consideration of the fees to be paid to it, the FAHP Administrator shall provide the following services:

- 4.1 The FAHP Administrator shall assist Employer in the administration of the Plan as Employer may request from time to time, including:
 - (a) Aiding Employer in the preparation of plan documents, including Employer's employee welfare benefit plan document and summary plan description.
 - (b) Advising Employer with respect to benefit and plan revisions.
 - (c) Furnishing administrative forms necessary for processing of claims including claim forms, check stock, and explanation of benefit forms.
- 4.2 In accordance with policies, interpretations, rules, practices and procedures adopted by Employer or the Plan Administrator, the FAHP Administrator shall:
 - (a) Assist in the enrollment all eligible employees (as defined in the Plan) in the Plan.
 - (b) Receive and adjudicate all claims for benefits under the Plan in accordance with the benefit levels and provisions of the Plan.
 - (c) Make payments, with Employer funds provided pursuant to Section II, in the amount due with respect to claims that qualify under the Plan.
- 4.3 The FAHP Administrator shall honor any assignment of benefits of a person eligible for benefits under the plan to any person or institution, which is a proper and qualified assignee under the terms of the Plan.
- 4.4 To the extent of information available to it the FAHP Administrator shall assist Employer in the preparation of any report, returns, or similar paper required by any political subdivision, state, or the Federal Government pertaining to the operation or management of the Plan.
- 4.5 The FAHP Administrator shall render monthly reports to Employer which shall include the following:
 - (a) A monthly accounting of payments made, with sufficient detail to provide for the audit and control of funds used.
 - (b) A statement of the fees payable to the FAHP Administrator.
 - (c) Any other costs incurred by FAHP Administrator on behalf of the Plan.

Failure of Employer to object to any report within 30 days of the date of mailing shall constitute Employer's approval of the FAHP Administrator's actions as regarding any and all claims data, transactions, fees, invoices and/or costs described therein.

4.6 During the continuation of this Agreement, the FAHP Administrator shall indemnify Employer and hold it unharmed against any loss, damage, and expenses resulting from the dishonest, fraudulent or criminal acts of the FAHP Administrator's employees, acting alone or in collusion with others. The FAHP Administrator shall maintain blanket fidelity bond coverage for such losses with a limit of not less than \$500,000.

SECTION V - MAKING PAYMENT OF REQUESTS FOR REIMBURSEMENT UNDER THE PLAN

- The FAHP Administrator shall receive any request for reimbursement for benefits made in the appropriate manner, and after due investigation, verification of the statements contained in the request, and consultation with the Plan Administrator, determine the eligibility of the claimant for reimbursement which deems the claim to be substantiated. For the claims that are paid at Point of Service using a plan issued Debit Card, all claims are subject to the requirement of claim substantiation when requested by the Plan Administrator. Upon request, the Plan Participant must provide sufficient proof the claim is reimbursable as outlined within the Plan Document. In all situations that the medical expense exceeds \$750 or the prescription drug expense exceeds \$100 will require claim substantiation. If the facts stated in such request or determined by investigation entitle the claimant to receive reimbursement from the Plan, the request will be processed. If Plan Administrator finds that the claimant is not entitled to reimbursement under the Plan, it will instruct the FAHP Administrator shall deny the request for reimbursement. If the FAHP Administrator confronts a question of interpretation of the requirements of the Plan, the Administrator will promptly so inform Employer and abide by Employer's determination. In the case of unsubstantiated Debit Card transactions, the Administrator will request a refund from the plan participant to repay the denied reimbursement.
- 5.2 The FAHP Administrator's determination and any determination by Employer on review shall be in accordance with the claims procedures set forth in the Plan, which procedures will be compliant with ERISA and all Department of Labor regulations governing claims procedures in employee benefit plans, as they may be amended from time to time. The FAHP Administrator will not be obligated to follow any claims procedures that do not comply with ERISA or Department of Labor regulations, or any claims procedures which require the FAHP Administrator to deviate from procedures customary in the administration of FAHPs such as the Plan.
- 5.3 In processing claims under this Agreement, the FAHP Administrator is acting only as an agent of Employer. The FAHP Administrator shall at all times be considered an independent contractor who provides only the claims administration services outlined in this Agreement, for the fees indicated. The provisions of this Agreement shall not be construed to make the FAHP Administrator a "Trustee," "Administrator" or "Fiduciary" of the Plan, as such terms are defined or used in ERISA or the regulations thereunder, and no such relationship is intended to be created by the parties to this Agreement.
- 5.4 Employer reserves the right and retains the sole responsibility to make all final decisions under the Plan except as governed by law. If the FAHP Administrator has denied a claim in whole or in part as being ineligible for payment under the terms or benefit limits of that Plan, and Employer directs that the denied claim be paid, the FAHP Administrator will pay the claim pursuant to Employer's decision and direction. The FAHP Administrator bears no responsibility where Employer's decision to reverse the FAHP Administrator's initial and/or final denial conflicts with ERISA or Department of Labor regulations.

BENEFIT COORDINATORS CORPORATION ADMINISTRATION AGREEMENT

SCHEDULE OF FEES EXHIBIT

Schedule of Fees for County of Mendocino as of 1/1/2026

Consolidated Invoicing			
- Initial, non-refundable Setup Fee due upon	Included in PRISM program pricing		
execution of this Agreement	10 1000 101 1000		
- EDI Carrier Connection Fee, per carrier	\$1,500, if required		
- Monthly Administration Fee	\$7.00 (Included in PRISM program		
	pricing)		
Flexible Spending Account Administration (FSA)			
- Initial, non-refundable Setup Fee due upon	Included in PRISM program pricing		
execution of this Agreement			
- Monthly Administration Fee	\$1.00 (Included in PRISM program		
35470749,051959 ▼ 0.99,07956966450556955505755675567	pricing)		
BCC receives a small percentage of each debit card swipe from			
expenses in issuing debit cards to the employees or dependent	ents over the age of 18.		
COBRA Administration			
- Initial, non-refundable Setup Fee due upon	Included in PRISM program pricing		
execution of this Agreement			
- Monthly Administration Fee (without Initial	\$0.50 PEPM (Included in PRISM		
Notices)	program pricing)		
- COBRA Initial Notice to Active Participants, if	\$4.00 per notice		
elected	500		
BCC retains 2% - BCC invoices the COBRA participant the more representing the COBRA Administration allowance permitted Reconciliation Act.	e가 하는 1 cm (Complete Complete		
Health Spending Account Administration (HSA)			
- Initial, non-refundable Setup Fee due upon	One-time fee of \$250		
execution of this Agreement	one time rec or \$250		
- Monthly Administration Fee	\$2.25 per Participating Employee		
- Minimum Monthly Fee	\$40		
BCC receives a small percentage of each debit card swipe fro	18. *)		
expenses in issuing debit cards to the employees or depende			
FAHP Account Administration			
- Initial, non-refundable Setup Fee due upon	\$500*		
execution of this Agreement			
- Monthly Administration Fee	10% of Monthly Savings**		
- Minimum Monthly Fee	\$125		
* Set-Up to bind the service of this agreement, deposit will i	La Silva de la Carta de la Car		
non-refundable if no employees participate in the program.			
**Savings is calculated by the difference between the mont			
the FAHP plan less the cost of the FAHP expenses, which inc	ludes standard employee contribution, eligible		
premium reimbursement, and claim reimbursements.	Madical Fundament that are all into the 5410		
*** Monthly Admin Fee is determined by the % of Enrolled	Medical Employees that enroll into the FAHP.		

Other Fees and Services	
Annual COBRA and Retiree Open Enrollment	
Fulfillment/Communication Services	
~ OPTION A: Census Report	No Charge
~ OPTION B: Website & Notification Letters	\$250 per website, <i>and</i> \$4 per letter
Printed open enrollment packet fulfillment charge	\$25.00 per packet; must be pre-
	approved by client prior to mailing
Additional Services and Materials	Fees quoted upon request
Wire Transfer Fee	\$25 per wire
Development hours exceeding standard	\$125 per hour
development time (as quoted per project)	
ACH Transfer Fee	No Charge
Non-Sufficient Funds Fee	\$25.00 per rejected check/transaction
Reinstatement Fee	Determined by Administrator at time
	of reinstatement
Meetings, Health Fairs	No charge for webinars. On-site
	meetings may incur time/travel
	charge. Fee will be quoted when a
	meeting is requested.



Mendocino County Board of Supervisors

Agenda Summary

Item #: 3e)

To: BOARD OF DIRECTORS

From: Air Quality Management District

Meeting Date: October 21, 2025

Department Contact: Darcie Antle Phone: 707-463-4441

Item Type: Consent Agenda Time Allocated for Item: N/A

Agenda Title:

Approval of Retroactive Lease Agreement with Willits Unified School District (WUSD) in the Annual Amount of \$600 (Total Amount \$6,000), to Allow the Mendocino County Air Quality Management District (AQMD) to Install and Maintain Trailer-Mounted Air Monitoring Equipment on WUSD Property, with a Ten (10) Year Term, Commencing on July 1, 2025

Recommended Action/Motion:

Approve retroactive lease Agreement with Willits Unified School District (WUSD) in the annual amount of \$600 (total amount \$6,000), to allow AQMD to install and maintain trailer-mounted air monitoring equipment on WUSD property, with a ten (10) year term, commencing on July 1, 2025; authorize the Chief Executive Officer or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The Mendocino County Air Quality Management District (MCAQMD) seeks Board approval of a lease agreement with the Willits Unified School District (WUSD) in the total amount of \$6,000 for a 10-year term. This lease authorizes MCAQMD's installation and maintenance of a trailer-mounted PM2.5 Federal/State regulatory air monitoring station on school district property.

MCAQMD is required by state and federal regulation to operate this monitor, which collects air quality data for PM2.5 that is reported to both the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) for regulatory compliance and public health assessment. Willits has been designated as a PM2.5 monitoring location by both the State of California and the EPA.

The monitor was previously located at 125 Commercial Street in Willits; however, due to the loss of that lease, relocation was necessary. The equipment has now been at that WUSD location for a number of years, but it was recently discovered a previously discussed agreement was never finalized and signed. The selected site on WUSD property provides appropriate siting conditions for regulatory monitoring purposes. The annual lease cost is \$600, funded by the EPA PM2.5 Grant, YAPM103.

Item #: 3e)

Alternative Action/Motion:

Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: District 3

Vote Requirement: Majority

Supplemental Information Available Online At: None

Fiscal Details:

source of funding: Grant YAPM103

current f/y cost: \$600/yr budget clarification: N/A annual recurring cost: \$600

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

revenue agreement: No

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: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item

Number:

AGREEMENT

Between The Mendocino County Air Quality Management District And The Willits Unified School District For

Installation and Operation of Trailer-Mounted Air Monitoring Equipment on Willits Unified School District Property

- This Agreement is entered into by and between the Mendocino County Air Quality Management District ("Air District") and the Willits Unified School District ("School District").
- 2. The School District agrees to permit the Air District to install and maintain trailer-mounted air monitoring equipment at Blosser Lane Elementary School, located at 1277 Blosser Lane, Willits, California (the "property"), for the purpose of collecting ambient air quality data. The Air District may place its trailer or trailers within the area shown on the map attached hereto as Exhibit A (the "Site"), which is incorporated herein by this reference.
- 3. The Site is located within a locked, fenced area at the Blosser Lane Elementary School. The School District shall provide the Air District a key to the fenced area for authorized Air District personnel as necessary to install, operate, and maintain the air monitoring equipment at the Site, and shall continue to provide Air District with such access to the Site for the duration of this Agreement.
- 4. The School District agrees to provide access to a 20-amp electrical service, including a 120-volt disconnect switch suitable for outdoor use, for the purpose of supplying electrical power to the air monitoring equipment.
- 5. The Air District agrees to pay the School District SIX HUNDRED DOLLARS (\$600.00) per year for its use of the Site and electrical costs of operating the trailer(s) under this Agreement.
- 6. This Agreement shall, commence on July 1, 2025, and have term of ten (10) years. This Agreement may be terminated by:
 - a. the mutual written agreement of both parties,
 - b. the permanent removal of the air monitoring equipment by the Air District from the Site.

- c. The School District, after having provided two (2) years written notice to the Air District of its determination to terminate this Agreement.
- 7. The parties agree to work cooperatively to resolve any issues that may arise under this Agreement in good faith.
- 8. 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.

Addresses for purpose of giving notice are as follows:

To Air District: Mendocino County Air Quality Management District

1100A Hastings Road Ukiah, CA 95482

Attn:

To School District: Willits Unified School District

1277 Blosser Lane Willits, CA 94590 Attn: John Baker

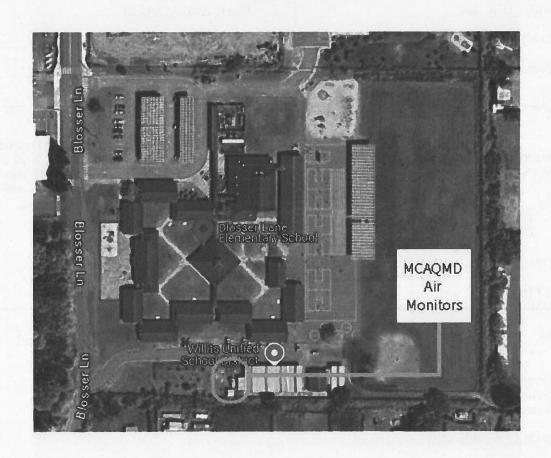
Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery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

DEPARTMENT FISCAL REVIEW!	WILLITS UNIFIED SCHOOL DISTRICT
DEPARTMENT HEAD DATE	All Catho
08/25/2024	БУ
Budgeted: Yes No	Date: 9/9/2015
Budget Unit: 0327	NAME AND ADDRESS:
Line Item: 862210	John Baker
Grant: 🛛 Yes 🗌 No	1277 Blosser Lane
Grant No.: YAPm103	Willits, CA 95490
MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT	By signing above, signatory warrants and represent 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
By: JOHN HASCHAK, Chair BOARD OF DIRECTORS	which he/she acted, executed this Agreement.
Date:	
ATTEST: DARCIE ANTLE, Clerk of said Board	COUNTY COUNSEL REVIEW:
Ву:	APPROVED AS TO FORM:
Deputy	By: Man (La)
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.	COUNTY COUNSEL Date: 08/25/2025
DARCIE ANTLE, Clerk of said Board	
By: Deputy	
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:
By: Darcie antle	By: I for frame
Risk Management	Deputy CEO or Designee
Date: 08/25/2025	Date: 08/25/2025

Exhibit A

Location of the Mendocino County Air Quality Management District Regulatory PM2.5 Air Monitoring Station

Blosser Lane Elementary School, 1275 Blosser Lane, Willits, CA 95490





Mendocino County Board of Supervisors

Agenda Summary

Item #: 3f)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: October 21, 2025

Department Contact: Jenine Miller, Psy D. Phone: 707-472-2341

Time Allocated for Item: N/A Item Type: Consent Agenda

Agenda Title:

Adoption of Resolution Authorizing the Auditor Controller/Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of \$38,035.80, From Various Psychiatric Hospitals, Clinics and Physician Offices for Mandated Services Provided to Qualified Mendocino County Mental Health Clients

Recommended Action/Motion:

Adopt Resolution authorizing the Auditor Controller Treasurer/Tax Collector or designee to process and pay for outstanding invoices, totaling the amount of \$38,035.80, from various psychiatric hospitals, clinics and physician offices for mandated services provided to qualified Mendocino County mental health clients; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

June 25, 2024, Item 3p), Approval of Resolution No. 24-097 July 23, 2024, Item 3n), Approval of Resolution No. 24-118 September 10, 2024, Item 3y), Approval of Resolution No. 24-124 October 22, 2024, Item 3I), Approval of Resolution No. 24-155 December 3, 2024, Item 3n) Approval of Resolution No. 24-163 January 7, 2025, Item 3I) Approval of Resolution No. 25-004 February 11, 2025, Item 3w) Approval of Resolution No. 25-024 April 8, 2025, Item 3k) Approval of Resolution No. 25-056 April 8, 2025, Item 3I) Approval of Resolution No. 25-057 May 6, 2025, Item 3f) Approval of Resolution No. 25-075 June 3, 2025, Item 3n) Approval of Resolution No. 25-100 June 3, 2025, Item 3o) Approval of Resolution No. 25-101 June 24, 2025, Item 3ae) Approval of Resolution No. 25-107 July 8, 2025, Item 3s) Approval of Resolution No. 25-114 September 9, 2025, Item 3ab) Approval of Resolution No. 25-147 September 23, 2025, Item 3r) Approval of Resolution No. 25-155

Summary of Request:

Mendocino County Behavioral Health and Recovery Services (BHRS) is required to provide or arrange for

Item #: 3f)

specialty mental health services to eligible Medi-Cal beneficiaries, including certain mandated psychiatric services. As summarized in the attached report of claims, BHRS received invoices from various psychiatric hospitals, clinics, and physician offices for such services, totaling Thirty-Eight Thousand Thirty-Five Dollars and Eighty Cents (\$38,035.80).

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

Through this proposed Resolution, BHRS seeks approval from the Board of Supervisors (BOS) to authorize payments by the Auditor-Controller-Treasurer-Tax Collector (ACTTC) on invoices from various psychiatric hospitals, clinics, and physicians, for mandated services to qualified Mendocino County mental health clients. totaling \$38,035.80.

Alternative Action/Motion:

Return for alternative staff handling.

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: 4050 current f/y cost: N/A budget clarification: N/A annual recurring cost: None

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes **CEO Comments:**

FOR COB USE ONLY

Executed By: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item

Number:

Item #: 3f)

RESOLUTION NO. 25-

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

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

WHEREAS, BHRS received invoices from various psychiatric hospitals, clinics, and physician offices for such services, totaling Thirty-Eight Thousand Thirty-Five Dollars and Eighty Cents (\$38,035.80), and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors approves the Auditor Controller Treasurer Tax Collector or Designee to process and pay for outstanding invoices, totaling Thirty-Eight Thousand Thirty-Five Dollars and Eighty Cents (\$38,035.80), from various psychiatric hospitals, clinics, and physician offices for mandated services provided to qualified Mendocino County mental health clients.

	0 0	, ,	ervisor , seconded by Supervisor he following vote:
AYES: NOES: ABSEN			
WHER	EUPON, the Chair declared	d said Resolu	tion adopted and SO ORDERED.
ATTEST:	DARCIE ANTLE Clerk of the Board		I HASCHAK, Chair ocino County Board of Supervisors
Deputy		provis 25103	eby certify that according to the sions of Government Code Section 3, delivery of this document has made.
<i>APPROVED</i> CHARLOTTE County Coun		BY:	DARCIE ANTLE Clerk of the Board

Deputy

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

Date of Action: xx/xx/xxxx

Munis Acct				Invoice	Amount	
String	Department	Payee	Description	Amount	Paying	Justification
MH 86-3152	BHRS	Adventist Health Vallejo 7435	Professional Fees 237763 02/27-03/05/25	\$ 500.00	\$ 326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3153	BHRS	Adventist Health Vallejo 7435	Professional Fees 241301 03/12-03/19/25	\$ 750.00	\$ 489.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3154	BHRS	Adventist Health Vallejo 7435	Professional Fees 239793 02/16-03/04/25	\$ 500.00	\$ 326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3155	BHRS	Adventist Health Vallejo 7435	Professional Fees 236724 11/24-12/05/24	\$ 250.00	\$ 163.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3156	BHRS	Adventist Health Vallejo 7435	Professional Fees 237298 11/15-11/29/25	\$ 250.00	\$ 163.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3157	BHRS	Aurora Traditions 8761	Professional Fees 584889 12/23/24- 01/07/25	\$ 440.00	\$ 91.60	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3158	BHRS	Satori Behavioral Health 52761	Professional Fees 241112 01/13-01/23/25	\$ 366.00	\$ 75.60	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3159	BHRS	Satori Behavioral Health 52761	Professional Fees 241112 01/13-01/23/25	\$ 549.00	\$ 113.40	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3160	BHRS	Satori Behavioral Health 52761	Professional Fees 241112 01/13-01/23/25	\$ 549.00	\$ 113.40	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3161	BHRS	Satori Behavioral Health 52761	Professional Fees 241112 01/13-01/23/25	\$ 146.00	\$ 37.60	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3162	BHRS	Satori Behavioral Health 52761	Professional Fees 584889 12/23/24- 01/07/25	\$ 183.00	\$ 37.80	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3163	BHRS	Satori Behavioral Health 52761	Professional Fees 584889 12/23/24- 01/07/25	\$ 1,098.00	\$ 226.80	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3164	BHRS	Satori Behavioral Health 52761	Professional Fees 302765 02/22-02/26/25	\$ 510.00	\$ 80.10	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3165	BHRS	Satori Behavioral Health 52761	Professional Fees 302765 02/22-02/26/25	\$ 512.00	\$ 113.20	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3166	BHRS	Bay Psychiatric 2133	Professional Fees INDIGENT 04/28- 05/01/25	\$ 320.00	\$ 45.80	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3167	BHRS	SC HOSP VAN NUYS 28072	Professional Fees 240929 10/16-10/21/24	\$ 100.00	\$ 27.50	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3168	BHRS	Satori Behavioral Health 52761	Professional Fees 239543 11/21-11/26/24	\$ 183.00	\$ 37.60	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3169	BHRS	Satori Behavioral Health 52761	Professional Fees 302630 10/16-10/26/24	\$ 183.00	\$ 37.60	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3170	BHRS	SC HOSP VAN NUYS 28072	Professional Fees 240929 10/16-10/21/24	\$ 995.00	\$ 213.90	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3171	BHRS	Woodland Memorial Hospital 52286	Professional Fees 235297 05/01-05/15/25	\$ 7,725.00	\$ 538.10	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3172	BHRS	Woodland Memorial Hospital 52286	Professional Fees 235297 05/01-05/15/25	\$ 682.00	\$ 53.40	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3173	BHRS	CEP St. Francis Hospital 52286	Professional Fees 318470 05/04-05/08/25	\$ 3,231.00	\$ 225.10	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3174	BHRS	Heritage Oaks 3001	NMC Hospitalization 581417 04/05-04/14/25	\$ 18,000.00	\$ 11,637.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3175	BHRS	CEP Mills Health Center 52286	Professional Fees 241219 03/07-03/11/25	\$ 3,878.00	\$ 270.90	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3176	BHRS	Woodland Memorial Hospital 52286	Professional Fees 235297 05/01-05/15/25	\$ 647.00	\$ 45.80	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3177	BHRS	CEP St. Francis Hospital 52286	Professional Fees 237850 06/03-06/06/25	\$ 2,161.00	\$ 155.70	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3178	BHRS	Sacramento Behavioral Health 53098	NMC Hospitalization 240770 05/13-05/30/25	\$ 37,400.00	\$ 21,981.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3179	BHRS	CEP St. Francis Hospital 52286	Professional Fees 240917 5/8-5/16/25	\$ 5,137.00	\$ 354.90	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3180	BHRS	Olivia Del Pilar 52525	Professional Fees 319357 07/03-07/08/25	\$ 280.00	\$ 55.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

Total	38,035.80
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Mendocino County Board of Supervisors

Agenda Summary

Item #: 3g)

To: BOARD OF SUPERVISORS

From: County Counsel and Sheriff-Coroner

Meeting Date: October 21, 2025

Department Contact: Charlotte Scott Phone: 707-234-6885 Matthew Kendall Phone: 707-463-4411 **Department Contact:**

Time Allocated for Item: N/A Item Type: Consent Agenda

Agenda Title:

Introduction and Waive First Reading 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

Recommended Action/Motion:

Introduce and waive first reading of an uncodified ordinance adopting the Mendocino County Sheriff's Office Military Equipment Use Policy pursuant to AB 481; and review military equipment annual report.

Previous Board/Board Committee Actions:

An ordinance adopting the Mendocino County Sheriff's Office Military Equipment Use Policy Pursuant to AB 481, Ordinance No. 4511, was originally adopted on August 16, 2022. The ordinance was renewed on September 12, 2023 and again on September 24, 2024.

Summary of Request:

On September 30, 2021, AB 481 was signed into law. This bill requires California law enforcement agencies to obtain approval of their applicable governing body, by adopting a miliary equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment. AB 481 further requires that California law enforcement agencies that receive approval for a military equipment use policy submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval and annually thereafter so long as the military equipment is available for use.

Pursuant to AB 481, to approve the policy, the Board must determine that:

- (A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- (B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- (C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Item #: 3g)

Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

In determining whether to renew the ordinance, the Board must determine whether each type of military equipment identified in that report has complied with the standards for approval set forth above.

An ordinance required by AB 481 was adopted on August 16, 2022, Ordinance No. 4511. AB 481 requires that the ordinance adopting a military equipment use policy be reviewed and renewed on an annual basis. The proposed ordinance is a renewal of Ordinance No. 4511.

The proposed ordinance renewal adopts a miliary equipment use policy as required by AB 481, with an updated inventory list of military equipment, as defined in AB 418, currently used by the Sheriff's Office.

Additionally, AB 481 requires a law enforcement agency to submit an annual report for each type of military equipment approved by the governing body, within one year of approval. The Sheriff's Office's annual report is combined with the updated inventory attached to the military equipment use policy and included with this item for review.

Alternative Action/Motion:

- 1. Direct staff to make changes to the ordinance.
- 2. Do not adopt the proposed ordinance.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: District 3

Vote Requirement: Majority

Supplemental Information Available Online At: https://mendocinosheriff.org/sb-481-materials-2/

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: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item

Number:

Item #: 3g)

ORDINANCE NO.	O	RD	INA	NCE	NO.	
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UNCODIFIED ORDINANCE TO ADOPT THE MENDOCINO COUNTY SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a miliary equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy and vote on whether to renew the ordinance at a regular meeting.

NOW THEREFORE, the Board of Supervisors of the County of Mendocino ordains as follows:

Section 1.

- (A) The attached policy, titled "Military Equipment", shall be added to the Mendocino County Sheriff's Office Policy Manual as "Military Equipment Use Policy" and designated as section 709 under Chapter 7 of the Mendocino County Sheriff's Office Policy Manual.
- (B) This ordinance shall supersede and replace Mendocino County Ordinance No. 4539.

			ervisors of the County of, 2025, by the
	AYES: NOES: ABSENT:		
WHE and SO OR	EREUPON, the Chair decland DERED.	red the Ordinan	ce passed and adopted
ATTEST:	DARCIE ANTLE Clerk of the Board		SCHAK, Chair County Board of Supervisors
	Deputy		ertify that according to the of Government Code
APPROVED AS TO FORM: CHARLOTTE E. SCOTT, County Counsel		section 251	103, delivery of this has been made.
			RCIE ANTLE rk of the Board
		Dep	outy

OF	RDIN	IANCE	E NO.	

UNCODIFIED ORDINANCE TO ADOPT THE MENDOCINO COUNTY SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a miliary equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy and vote on whether to renew the ordinance at a regular meeting.

NOW THEREFORE, the Board of Supervisors of the County of Mendocino ordains as follows:

Section 1.

- (A) The attached policy, titled "Military Equipment", shall be added to the Mendocino County Sheriff's Office Policy Manual as "Military Equipment Use Policy" and designated as section 709 under Chapter 7 of the Mendocino County Sheriff's Office Policy Manual.
- (B) This ordinance shall supersede and replace Mendocino County Ordinance No. 4539.

PASSED AND ADOPTED by the B	Board of Supervisors	of the County of
Mendocino, State of California, on this	day of	, 2025, by the
following roll call vote:		·
AYES:		
NOES:		
ARSENT:		

$\mbox{WHEREUPON},$ the Chair declared the Ordinance passed and adopted and $\mbox{SO ORDERED}.$

ATTEST:	DARCIE ANTLE			
	Clerk of the Board	JOH	N HASCHAK, Chair	
		Mend	locino County Board of Supervisors	
	Deputy		eby certify that according to the sions of Government Code	
APPROVE	O AS TO FORM:	section 25103, delivery of this		
CHARLOTT	E E. SCOTT,	document has been made.		
County Counsel				
		BY:	DARCIE ANTLE	
			Clerk of the Board	
			Deputy	

Mendocino Co SO Policy Manual

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This
 does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Type – Means each item that shares the same manufacturer model number.

709.2 POLICY

It is the policy of the Mendocino County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Identifying office equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (b) Conducting an inventory of all military equipment at least annually.
- (c) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mendocino County Sheriff's Office (Government Code § 7071).
- (d) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).

709.4 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

709.5 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

709.6 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include the following information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.
- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

709.7 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Upon approval of a military equipment policy the Department will have a procedure established for a person to register a complaint or concern, or submit a question about the use of a type of military equipment, including how the Department will respond in a timely manner.

709.8 COMPLIANCE

The Professional Standards Bureau should conduct an annual internal audit for compliance with this policy and prepare and submit a written report to the Sheriff or designee of the results. Any violations will be referred to the Administrative Services Lieutenant and handled in accordance with policy section 1020.

Mendocino Co SO Policy Manual

Military Equipment

709.9 SUPPLY LEVELS

When stocks of expendable military equipment types have been exhausted or fall below minimum stock levels, the Department may order that amount necessary to replenish and maintain minimum stock necessary to support availability and Department needs during the calendar year without governing board approval.

709.10 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: Military Equipment Inventory.pdf

Attachments

Military Equipment Inventory.pdf

Request for Acquisition of Equipment				
Manufacturer Product In	formation			
Manufacturer Barrett Firearms	Model M33 .50 Caliber B	Type Ammunit	ion	
	1000.000 Calibor Bo	7 111110111		
		with steel penetrator bullet, Lat th 2.31' bullet length, and .675 i		
Equipment Capabilities				
Approximately 2910 FPS (Fe	et Per Second).			
Purpose of Equipment		agents.		
Overwatch protection, intelligential rifle.	ence gathering, mid range dis	criminatory precision rifle fire to	be shot through Barrett 82A1	
Authorized Equipment U	se			
Overwatch protection, intelligation in the light rifle.	ence gathering, mid range dis	criminatory precision rifle fire to	be shot through Barrett 82A1	
Legal and Procedural Ru	ıles Governing Use			
Federal and State Law. Sniper / Observer Standard C	Operating Procedure (SOP).			
Training Requirements				
Members must have success deployment and use.	fully completed agency appro	ved training and meet the qualit	fication requirements prior to	
Fiscal Impact				
Quantity Possessed / Requested 80	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life Indefinitely	
Equipment Funding Source(s) General Fund				
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25	
Prepared By	Date	Reviewed By	Date	
Sheriff's Lieutenant		Sheriff	· · · · · · · · · · · · · · · · · · ·	
Title		Title		

Request for Acquisiti	on of Equipment 🔽 Eq	uipment Available for Us	e/Possessed		
Manufacturer Product Information					
Manufacturer Federal	Model .308 Caliber Gold I	Туре Match Ammur	nition		
Equipment Description					
	g boat-tail hollow point ammuni nt.	tion with 168 grain copper jac	keted bullet, Federal Match		
Equipment Capabilities					
Approx 2650 FPS with stand	ard 168 grain projectile, 3,008	ft/lbs of kinetic energy, maxim	num range of 1,000 yards.		
Purpose of Equipment			<u> </u>		
	gence gathering, mid range disc	criminatory precision rifle fire t	from .308 caliber rifle.		
	, , , , , , , , , , , , , , , , , , , ,	••			
Authorized Equipment L					
Overwatch protection, intellig	gence gathering, mid range disc	criminatory precision rille lire	rom .308 caliber fille.		
Legal and Procedural R	ules Governing Use				
Federal and State Law. Sniper / Observer Standard	Operating Procedure (SOP).				
Training Requirements					
Sniper/Observer Qualificatio	n.	75.00			
 Fiscal Impact					
Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	1 '		
1000	\$3000.00	\$3000.00	Indefinately		
Equipment Funding Source(s) General Fund					
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25		
Prepared By	Date	Reviewed By	Date		
Sheriff's Lieutenant					
riue		ride			

Request for Acquisiti	on of Equipme	ent 📝 Eq	uipment Availabl	e for Use/	/Possessed	
Manufacturer Product Ir	nformation					
Manufacturer Hornady	Model 308	Caliber Ball C	×	Type Ammunit	ion	
	1.000	- Camboi Baii G		7		
.308 caliber copper alloy exp	anding 165 grain	hullet Horna	dy Match brace AAI) grain halli	istic coefficient	
.506 caliber copper alloy exp	anding 165 grail	i bullet, Florita	ay Malcii Diass, .440	yrain baii	suc coemolent.	
			_			
Equipment Capabilities						
Approximately 2610 FPS (Fe			copper alloy expand	ling project	ile, 2,496 feet / po	unds of
kinetic energy with a maximu	in range or 1,00	u yaius.				
	<u> </u>			· · · · · · · · · · · · · · · · · · ·	<u> </u>	
Purpose of Equipment						
Overwatch protection, mid rapenetration and 95% weight		ory precision rif	le fire from .308 cali	ber rifle wit	h controlled expan	ision, deep
Authorized Equipment l	lse				w:-	
Overwatch protection, mid ra		ory precision rif	le fire from .308 cali	ber rifle wit	h controlled expan	sion. deep
penetration and 95% weight		, p				, астр
Legal and Procedural R	ules Governin	g Use				
Federal and State Law.						
Sniper / Observer Standard	Operating Proce	dure (SOP).				
Training Requirements		<u></u>				
Members must have success	sfully completed	agency approv	ed training and mee	et the qualif	ication requiremer	nts prior to
deployment and use.						
			· · · · · · · · · · · · · · · · · · ·			
Fiscal Impact Quantity Possessed / Requested	Estimated Total Pu	rchase Cost	Estimated Annual Maint	ronanco Cost	Expected Service Life	.
1400	\$1,400.00	icilase cost	\$1,000	enance cost	Indefinitely	
Equipment Funding Source(s)					•	
General Fund						
	 		·			
J. Caudillo #1191		08/14/25	M. Kendall			08/14/25
Prepared By Sheriff's Lieutenant		Date	Reviewed By Sheriff			Date
Title			Title			

Request for Acquisition	n of Equipment 📝 Eq	uipment Available for Us	e/Possessed
Manufacturer Product Info	ormation		
Manufacturer	Model .308 Caliber ELDM	Type Ammur	sition
Hornady	.306 Caliber ELDIVI	Ammur	illion
Equipment Description			
.308 caliber boat-tailed hollow coefficient.	point ammunition with 168 gr	ain copper jacketed bullet, Ho	orady Match brass, .523 ballistic
Equipment Capabilities			
Approximately 2840 FPS with a 1,000 yards.	standard 168 grain projectile,	3,008 ft / lbs of kinetic energ	y with a maximum range of
Purpose of Equipment			- · · · · · · · · · · · · · · · · · · ·
This is an agency approved an rifles chambered in .308 Winch		-Agency Special Weapons a	nd Task Sniper Team. for all
Authorized Equipment Us	e		
Assigned Sheriff's Office memi	bers are authorized to utilize	this ammunition in both trainir	ng and duty use.
Legal and Procedural Rul	es Governing Use		
Federal and State Law. Sniper / Observer Standard Op	perating Procedure (SOP).		
Training Requirements			
Members must have successfudeployment and use.	ully completed agency approv	red training and meet the qua	lification requirements prior to
Fiscal Impact			
Quantity Possessed / Requested 5,800 out of 8,000	Estimated Total Purchase Cost \$11,849.00 (Full Order Cost)	Estimated Annual Maintenance Cost N/A	Expected Service Life Until Depleted
Equipment Funding Source(s) SO 862232 - Law Enforcemen	t Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant	· · · · · · · · · · · · · · · · · · ·	Sheriff	
Title		Title	

Request for Acquisition	on of Equipme	ent 📝 Eq	uipment Availabl	e for Use	/Possessed	
Manufacturer Product In	formation					
Manufacturer	Mode			Type Ammunit	lion	
Hornady	.338	Caliber ELDM		Ammunit	LIOIT	
Equipment Description						
.338 caliber boat-tailed hollow coefficient.	v point ammuniti	on with 285 gr	ain copper jacketed	bullet, Hor	ady Match brass, .	789 ballistic
Equipment Capabilities						
Approximately 1745 FPS with 1,750 yards.	n standard 275 g	rain projectile,	4,768 ft / lbs of kine	tic energy	with a maximum ra	ange of
Purpose of Equipment				÷		
This is an agency approved a rifles chambered in .338 Lap		ed by the Mult	i-Agency Special Wo	eapons and	d Task Sniper Tea	m. for all
Authorized Equipment L	lse					
Assigned Sheriff's Office mer	mbers are author	rized to utilize	this ammunition in b	oth training	g and duty use.	
Legal and Procedural Ru	ules Governin	g Use				
Federal and State Law. Sniper / Observer Standard (Operating Proced	dure (SOP).				
Training Requirements			<u>,,,</u>			
Members must have success deployment and use.	fully completed	agency approv	red training and mee	et the qualit	fication requiremer	nts prior to
Fiscal Impact						
Quantity Possessed / Requested 200	Estimated Total Pu \$2,000.00	rchase Cost	Estimated Annual Maint None	enance Cost	Expected Service Life Until Depleted	
Equipment Funding Source(s)	μ2,000.00		1.10110		Torini Dopieted	
SO 862232 - Law Enforcement	ent Supplies & So	ervices.				
J. Caudillo #1191		08/14/25	M. Kendall			08/14/25
Prepared By		Date	Reviewed By	-	<u> </u>	Date
Sheriff's Lieutenant			Sheriff			
Title			Title			

Request for Acquisition of Equipment						
Manufacturer Product In	formation					
Manufacturer Ruag Ammotec	M	^{todel} 38 Lapua Mag A	rmor Piercing	Type Ammunit	tion	
Equipment Description						
.338 Lapua Magnum caliber Ruag brass, SINOXID primer				lead core wit	h a tombac jacked	bullet,
Equipment Capabilities						
Approximately 2789 FPS and	d 6026 feet / p	ounds of muzzle	energy.			
Purpose of Equipment						
Overwatch protection, long ra	ange discrimir	natory precision ri	fle fire to be shot t	hrough Barre	ett 98B rifle.	
Authorized Equipment L	Jse					
Overwatch protection, long ra	ange discrimin	natory precision ri	fle fire to be shot t	hrough Barre	ett 98B rifle.	
Legal and Procedural Ru	ules Govern	ing Use				
Federal and State Law. Sniper / Observer Standard (Operating Pro	cedure (SOP).				
Training Requirements						
Sniper / Observation Qualific	ation					
Fiscal Impact						
Quantity Possessed / Requested 98	Estimated Total \$1,000.00	Purchase Cost	Estimated Annual Mar \$1,000.00	intenance Cost	Expected Service Life Indefinitely	
Equipment Funding Source(s) General Fund		-	.1.			
J. Caudillo #1191		08/14/25	M. Kendall			08/14/25
Prepared By		Date	Reviewed By			Date
Sheriff's Lieutenant			Sheriff			
Title		_	Title			

Request for Acquisition	n of Equipment 📝 Ed	quipment Availabl	e for Use/Possessed	
Manufacturer Product Info	ormation			
Manufacturer Ruag Ammotec	Model	Swiss P Styx Action	Type Ammunition	
	.336 Lapua Iway S	SWISS P Styx Action	Armunitori	
Equipment Description				
.338 Lapua Magnum caliber 24 ballistic coefficient.	47 grain hyper expanding ho	llow point bullet, Rua	g brass, SINOXID primer, a	nd .4328
Equipment Capabilities				
Approximately 2871 FPS and	6125 feet / pounds of muzzle	e energy.		
				<u>:</u>
Purpose of Equipment				
Overwatch protection, long rar	nge discriminatory precision	rifle fire to be shot thr	ough Barrett 98B rifle.	
Authorized Equipment Us	6e			
Overwatch protection, long rar	nge discriminatory precision	rifle fire to be shot thr	ough Barrett 98B rifle.	
Legal and Procedural Rul	es Governing Use			_
Federal and State Law.				
Sniper / Observer Standard Op	perating Procedure (SOP).			
Training Requirements				
Sniper / Observer Qualification	1	<u>-</u> ,.		
omport observer addinioaser	••	•		
Fiscal Impact Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maint	enance Cost Expected Service Life	
446	\$1,000.00	\$1,000.00	Indefinitely	
Equipment Funding Source(s) General Fund				
General Fuliu				
J. Caudillo #1191	08/14/25	M. Kendall	,	08/14/25
Prepared By	Date	Reviewed By		Date
Sheriff's Lieutenant		Sheriff		
Title		Title		

Request for Acquisiti	on of Equipment 📝 Eq	uipment Available	for Use/P	ossessed	
Manufacturer Product Ir	nformation				
Manufacturer X Products Ammunition	Model	Piercing Incendiary	Type Ammunitio	n	
Equipment Description					
.50 caliber armor piercing incigniter bullet, Lake City brass length, and .663 ballistic coe	cendiary ammunition with 647 of the contract o	grain copper jacketed f WC860 Surplus pow	with tungste der, 5.450"	en penetrator inco cartridge length,	endiary 2.31" bullet
Equipment Capabilities					
Approximately 2541 FPS.					
Purpose of Equipment					
This is an agency approved to Barrett 82A1 rifle.	weapon system utilized by Muli	ti-Agency Special We	apons and 1	Factics Sniper Te	am for the
Authorized Equipment L	Jse				
Assigned Mendocino County	Sheriff's Office members are a	authorized this ammu	nition for bot	th training and du	ity use.
Legal and Procedural Ru	ules Governing Use				
Federal and State Law. Sniper / Observer Standard (Operating Procedure (SOP).				
Training Requirements					
Members must have success deployment and use.	fully completed agency approv	ed training and meet	the qualifica	ation requirement	s prior to
Fiscal Impact			····		
Quantity Possessed / Requested 135 out of 200	Estimated Total Purchase Cost 318.71 (Full Order Cost)	Estimated Annual Mainter N/A		Expected Service Life Until Depleted	·
Equipment Funding Source(s) SO 862232 - Law Enforceme	nt Supplies & Services.				
J. Caudillo #1191	08/14/25	M. Kendall			08/14/25
Prepared By Sheriff's Lieutenant	Date	Reviewed By Sheriff			Date
Title		Title			

Request for Acquisiti	ion of Equipment 📝 i	Equipment Available for U	se/Possessed
Manufacturer Product II	nformation		
Manufacturer X Products Ammunition	Model .50 Caliber Ball	Type Amm	unition
Equipment Description	<u> </u>	· · · · · · · · · · · · · · · · · · ·	
.50 caliber ball ammunition v		d with steel penetrator bullet, length, and .680 ballistic coeffic	Lake City brass, CCI#35 primer, ient.
Equipment Capabilities			
Approximately 2541FPS.			
Purpose of Equipment			
This is an agency approved Barrett 82A1 rifle.	weapon system utilized by M	lulti-Agency Special Weapons	and Tactics Sniper Team for the
Authorized Equipment l	Jse		
Assigned Mendocino County	r Sheriff's Office members an	e authorized this ammunition f	or both training and duty use.
Legal and Procedural R	ules Governing Use		
Federal and State Law. Sniper / Observer Standard	Operating Procedure (SOP).		
Training Requirements		-	
Members must have success deployment and use.	sfully completed agency app	roved training and meet the qu	alification requirements prior to
Fiscal Impact			
Quantity Possessed / Requested 57 out of 200	Estimated Total Purchase Cost 318.71 (Full Order Cost)	Estimated Annual Maintenance Co N/A	st Expected Service Life Until Depleted
Equipment Funding Source(s) SO 862232 - Law Enforcement	ent Supplies & Services.		
J. Caudillo #1191	08/14/25	5 M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff Title	
THE		inte	

Mendocino County Sheriff's Office Annual Military Equipment Report

Military Equipment Type

Ammunitions Manufacturer Names / Models / Type

Summary of Complaints or Concerns:

No complaints or concerns.

1.	Barrett Firearms	M33 .50 Caliber Ball	Ammunition
2.	Federal	.308 Caliber Gold Match	Ammunition
3.	Hornady	.308 Caliber Ball CX	Ammunition
4.	Hornady	.308 Caliber ELDM	Ammunition
5.	Hornady	.338 Caliber ELDM	Ammunition
6.	Ruag Ammotec	.338 Lapua Mag Armor Piercing	Ammunition
7.	Ruag Ammotec	.338 Lapua Mag Swiss P Styx Action	Ammunition
8.	X Products Ammunition	.50 Caliber Ball	Ammunition
9.	X Products Ammunition	.50 Caliber Armor Piercing Incendiary	Ammunition

Request for Acquisition	on of Equipme	ent 🗹 Eq	uipment Availabl	e for Use	/Possessed	
Manufacturer Product In	formation					
Manufacturer	Mod		Plant Strin	Type	on Device	
ALS	ALS	T460 Tactical	biast Strip	Distraction	on Device	
Equipment Description					<u>.</u>	
ALS model ALST460 Tactica 26 grams of flash powder tha						
Equipment Capabilities						
Produces approximately 170 produces a significant pressu					light and sound, th	e ALST460
Purpose of Equipment				5		
Used to temporarily distract of violent and can be used in an					monstrate the inter	nt to be
Authorized Equipment U	lse					
Members assigned to the Me munition in any circumstance needed to distract and/or disc	where the men	nber can articul	ate a reasonable ex	pectation t		
Legal and Procedural Ru	ules Governin	g Use				
Mendocino County Sheriff's C	Office Policy 300	- Use of Force	3 .			
Training Requirements						
Members must complete mar	nufacturer appro	oved training ar	nd agency approved	training pr	ior to deployment a	and use.
Fiscal Impact						
Quantity Possessed / Requested 10	Estimated Total Pu \$700.00	rchase Cost	Estimated Annual Maint N/A	enance Cost	Expected Service Life 5 Years (FDOM)	
Equipment Funding Source(s)	17. 23.00		1		13 . 53.5 (1 50.141)	
SO 862232 - Law Enforceme	ent Supplies & S	ervices.				
J. Caudillo #1191		08/14/25	M. Kendall			08/14/25
Prepared By		Date	Reviewed By			Date
Sheriff's Lieutenant			Sheriff			
Title			Title			

Request for Acquisiti	on of Equipment	✓ Eq	uipment Available for Us	se/Possessed	
Manufacturer Product Ir	nformation				
Manufacturer	Model		Туре		
СТЅ	CTS-729	0-3	Distrac	ction Device	
Equipment Description					
This is a non-bursting, non-fr Ideal for distracting dangerous					
Equipment Capabilities					
The 7290-3 Flash-Bang devi provides arrhythmic outputs feature to locate the top and	approximately 0.5 sec	conds apa	rt. Unit is designed to be har		
Purpose of Equipment					
Used to temporarily distract or violent and can be used in an				lemonstrate the inte	nt to be
Authorized Equipment L	Jse				
Members assigned to the Memunition in any circumstance needed to disorient a potenti	where the member of	can articul	ate a reasonable expectatior	thorized to deploy an that the munition n	and use this nay be
Legal and Procedural R	ules Governing Us	ie			
Mendocino County Sheriff's	Office Policy 300 - Us	e of Force			1.0
Training Requirements					
SWAT members must compl deployment and use.	ete agency approved	training a	nd meet yearly qualification	requirements prior to	О
Fiscal Impact					
Quantity Possessed / Requested 12	Estimated Total Purchase \$1,314.00	Cost	Estimated Annual Maintenance Cost \$500.00	Expected Service Life 5 years (FDOM)	
Equipment Funding Source(s) General Fund	191,014.00		<u> </u> φοσοίου	Jo years (i DOM)	
J. Caudillo #1191	08	/14/2025	M. Kendall		08/14/2025
Prepared By		ite	Reviewed By		Date
Sheriff's Lieutenant			Sheriff		
Title			Title		

Request for Acquisiti	on of Equipment 📝 Eq	uipment Available for Use	/Possessed
Manufacturer Product In	nformation		
Manufacturer	Model	Туре	- Devile
CTS	CTS-7290-9	Distraction	on Device
Equipment Description	-		
	ragmenting multi-bang device t us suspects during assaults, ho		
Equipment Capabilities			
provides arrhythmic outputs	ice provides 9 unique flash ban approximately 0.5 seconds apa bottom of the grenade when ha	art. Unit is designed to be hand	safe assembly. The device safe and provides a physical
Purpose of Equipment			
	or disorient non-compliant subjon attempt to de-escalate a pote		monstrate the intent to be
Authorized Equipment l	Jse		
munition in any circumstance	endocino county Special Weapo e where the member can articul ally violent or dangerous subject	late a reasonable expectation t	norized to deploy and use this that the munition may be
Legal and Procedural R	ules Governing Use		
Mendocino County Sheriff's	Office Policy 300 (Use of Force).	
Training Requirements			
	lete agency approved training a	and meet yearly qualification re	quirements prior to
Fiscal Impact			
Quantity Possessed / Requested 12	Estimated Total Purchase Cost \$1,845.00	Estimated Annual Maintenance Cost \$500.00	Expected Service Life 5 years (FDOM)
Equipment Funding Source(s) General Fund	ψ1,040.00	14000.00	o years (i Beini)
J. Caudillo #1191	08/14/2025	M. Kendall	08/14/2025
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisiti	on of Equipme	nt 📝 Eq	uipment Available f	or Use	/Possessed	
Manufacturer Product In	nformation					
Manufacturer CTS	Model CTS-	7290M-CI		Type Distractio	on Device	
	1010	7230141-01			SII Bevice	
Equipment Description						
This is a non-bursting, non-fr ldeal for distracting dangerou						
Equipment Capabilities						
7290M – CI The CTS 7290M than the 7290 but still has the the 7290M, incorporates a pooutput and can be command	e same 180db out orting system that	tput of the 729 eliminates m	90 and produces 6-8 m ovement of the body at	illion car	ndela of light. The	e design of
Purpose of Equipment						
Used to temporarily distract or violent and can be used in an					nonstrate the inte	ent to be
Authorized Equipment L	Jse					
Members assigned to the Memunition in any circumstance needed to disorient a potenti	where the memb	er can articul	ate a reasonable expe	are auth ctation ti	orized to deploy a hat the munition i	and use this may be
Legal and Procedural R	ules Governing	Use				
Mendocino County Sheriff's	Office Policy 300	(Use of Force).			
				-		·
Training Requirements						
SWAT members must compl deployment and use.	ete agency appro	ved training a	and meet yearly qualific	ation red	quirements prior t	to
Fiscal Impact						
Quantity Possessed / Requested 12	Estimated Total Purc \$727.00	hase Cost	Estimated Annual Maintena \$200.00	nce Cost	Expected Service Life	
Equipment Funding Source(s)	φ121.00		μ 200.00		5 years (FDOM	<i>)</i>
General Fund						
J. Caudillo #1191		08/14/2025	M. Kendall			08/14/202
Prepared By		Date	Reviewed By			Date
Sheriff's Lieutenant			Sheriff			
Title			Title			
		Page	of			

Request for Acquisition	on of Equipment	Equipment Availab	le for Use/Posse	ssed
Manufacturer Product In	formation			
Manufacturer CTS	Model CTS-7290-M		Type Distraction Device	
	C13-7290-W		Distraction Device	·e
Equipment Description				
This is a non-bursting, non-fra ldeal for distracting dangerou				
Equipment Capabilities				
7290M – The CTS 7290M Min and lighter package. Weighing the same 180db output of the porting system that eliminates	g in at just 15 ounces the 7290 and produces 6-8 n	7290M is approximately nillion candela of light. 1	/ 30% lighter than th The design of the 72	e 7290 but still has
Purpose of Equipment				
Used to temporarily distract o violent and can be used in an	r disorient non-compliant : attempt to de-escalate a	subjects who are violen potentially dangerous s	t or who demonstrat ituation.	e the intent to be
Authorized Equipment U	se			
Members assigned to the Memorition in any circumstance needed to disorient a potentian	where the member can a	rticulate a reasonable e	xpectation that the r	o deploy and use this nunition may be
Legal and Procedural Ru	les Governing Use			·
Mendocino County Sheriff's C	office Policy 300 (Use of F	orce).		
Training Requirements		·		
SWAT members must comple deployment and use.	ete agency approved traini	ing and meet yearly qua	alification requiremen	nts prior to
iscal Impact				
Quantity Possessed / Requested 24	Estimated Total Purchase Cost \$1,200.00	Estimated Annual Mair \$500.00	· · ·	d Service Life is (FDOM)
Equipment Funding Source(s)	Ψ1,200.00	Ψοσο.σο	o years	S (I DOW)
General Fund				
J. Caudillo #1191	08/14/20	25 M. Kendall		08/14/202
Prepared By	Date	Reviewed By		Date
Sheriff's Lieutenant		Sheriff		
Title		Title		
	Pa	age of		

Request for Acquisiti	on of Equipment 📝 E	equipment Available for Us	e/Possessed
Manufacturer Product Ir	nformation		
Manufacturer	Model	Туре	
CTS	8210	White S	Smoke Tactical Canister
Equipment Description			
	rritant smoke grenade for out n to carry in a pocket. Can be	door use to disperse crowds. E hand thrown or launched.	mits smoke for up to 30
Equipment Capabilities			
Tactical white smoke caniste	er grenade capable of dischar	ging 20-40 seconds of smoke p	pyrotechnic
Purpose of Equipment			
To mask personnel moveme	ent in a tactical environment o	r to signal movement/location.	
Authorized Equipment l	Jse		
Authorized for use by SWAT			.,
Addition25d for doc by C44741	ream members		
Legal and Procedural R	ules Governing Use		
MCSO policy 300 and Mend	ocino County SWAT SOP		
Tastata a Basata a 4			
Training Requirements			
SWAT certified diversion dev	vice training		
Fiscal Impact			
Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	1 .
15	\$800.00	\$10.00	5 years
Equipment Funding Source(s) General Fund			
I will			
J. Caudillo #1191	08/15/2025	M. Kendall	08/15/2025
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisition of E	Equipment 📝 Eq	uipment Available for Us	se/Possessed
Manufacturer Product Informa	tion		
Manufacturer Defense Technology	Model 8901	Type Distrac	tion Device
Equipment Description			
The 12-Gramm Device® reload is a with the Distraction Device re-loadal		that utilizes an M201A1 type	fuze that is designed for use
Equipment Capabilities			
Produces 174.5dB at 5-feet and emi pressure wave that adds to disorient			d, produces a significant
Purpose of Equipment			
Used to temporarily distract or disori violent and can be used in an attemption			o demonstrate the intent to be
Authorized Equipment Use			
Members assigned to the Mendocine munition in any circumstance where needed to disorientate a potentially v	the member can articul	ate a reasonable expectation	uthorized to deploy and use this n that the munition may be
Legal and Procedural Rules G	overning Use		
Mendocino County Sheriff's Office P	olicy 300 Use of Force.		
Training Requirements			
Members must have successfully co deployment and use.	mpleted agency approv	red training and meet the qua	alification requirements prior to
Fiscal Impact			
Quantity Possessed / Requested	ted Total Purchase Cost 00	Estimated Annual Maintenance Cost	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supp	olies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By Sheriff's Lieutenant	Date	Reviewed By	Date
Title		Sheriff Title	

Request for Acquisiti	on of Equipment	Equipment Available	for Use/Possessed	
Manufacturer Product Ir	formation			
Manufacturer Defense Technology	Model 8902NR		Type Distraction Device	-
	09021411		DISTRICTION DEVICE	
Equipment Description				
The 12-Gage Low Roll™ No body.	n Re-loadable Distraction	Device® utilizes an M201A	1 type fuse with Hex design stee	
Equipment Capabilities				
Produces 174.5 bD at 5 feet pressure wave that adds to t			t and sound, produces a significa	ant
Purpose of Equipment			······································	<u></u>
Used to temporarily distract or violent and can be in an atter	or disorient non-compliant mpt to deescalate a poten	subjects who are violent or stially deadly situation.	who demonstrate the intent to b	e
Authorized Equipment L	Jse			
Members assigned to the Memunition in any circumstance needed to disorientate a potential of the members are supplied to the Members assigned to the Members as a signed to th	where the member can a	articulate a reasonable expe	are authorized to deploy and us ectation that the munition may be	e this
Legal and Procedural R	ules Governing Use			
Mendocino County Sheriff's (Office Policy 300 Use of F	orce.		
Training Requirements				
Members must have success deployment and use.	fully completed agency a	pproved training and meet	he qualification requirements pri	or to
Fiscal Impact				
Quantity Possessed / Requested 4	Estimated Total Purchase Cost \$200.00	Estimated Annual Mainten N/A	ence Cost Expected Service Life 5 Years (FDOM)	
Equipment Funding Source(s) SO 862232 - Law Enforcement		1.00	je rodro (i Bolli)	
J. Caudillo #1191	08/14	/25 M. Kendall	08/	14/25
Prepared By	Date	Reviewed By	Date	
Sheriff's Lieutenant		Sheriff Title		
Title		ille		

e for Use/Possessed
Type
Distraction Device
eel in a 1.87" cylindrical shape 1A style fuze.
X-
ally violent or dangerous subjects by

enance Cost Expected Service Life
5 Years
08/14/2
Date

Mendocino County Sheriff's Office Annual Military Equipment Report

Military Equipment Type

Distraction Device Munition Manufacturer Names / Models / Type

Summary of Complaints or Concerns:

No complaints or concerns.

11. ALS	ALST460 Tactical Blast Strip	Distraction Device
12. CTS	CTS-7290-3	Distraction Device
13. CTS	CTS-7290-9	Distraction Device
14. CTS	CTS-7290M-CI	Distraction Device
15. CTS	CTS-7290-M	Distraction Device
16. CTS	8210	White Smoke Tactical Canister
17. Defense Technologies	8901	Distraction Device
18. Defense Technologies	8902NR	Distraction Device
19. Defense Technologies	Distraction Device Reload #25	Distraction Device

Request for Acquisition	on of Equipment 📝 E	quipment Available for Use	e/Possessed
Manufacturer Product In	formation		
Manufacturer Barrett Firearms Manufacturir	Model ng 82A1	Type Rifle	
	ig ozAT	Rifle	
Equipment Description			
.50 caliber recoil operated se	mi auto magazine fed rifle.		
Equipment Capabilities			
Approx 2850 FPS with standa	ard 660 grain projectile, 13,00	00 ft/lbs of kinetic energy, maxin	num range of 7,400 yards.
Purpose of Equipment			
	l or armor, overwatch protect	ion, IED mitigation, vehicle or e	quipment interdiction, tactical
porting.	·	•	
Authorized Equipment U			
		ion, IED mitigation, vehicle or ed	guinment interdiction, tactical
porting.	Tor armor, overwater protect	ion, ied minganon, verilde or en	quipment interdiction, tactical
Legal and Procedural Ru			
Federal and state law, Hard T	arget Weapon SOP.		
Training Requirements			
Hard Target Weapon Qualific	ation.		
Fiscal Impact			
Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
Equipment Funding Source(s)	<u> </u>	\$10.00	Approx. 4,000 rounds
Forfeited Seizure			
J. Caudillo #1191 Prepared By	08/14/25 Date	M. Kendall Reviewed By	08/14/25 Date
Sheriff's Lieutenant	Date	Sheriff	Date
Title		Title	-

Request for Acquisition	on of Equipment 📝 Ed	quipment Available for Use	/Possessed
Manufacturer Product In	formation		
Manufacturer Barrett Firearms Manufacturir	Model 98B	Type Rifle	
	19 1000	Tane	
Equipment Description		1-110	
.338 Lapua Magnum caliber t	polt action magazine fed prec	ision rifle.	
Equipment Capabilities			
	ard 285 grain projectile, 4,768	ft/lbs of kinetic energy, maximu	ım range of 1,600 yards.
		37 .	• •
Purpose of Equipment			
Overwatch protection, intellige	ence gathering, long range di	scriminatory precision rifle fire.	
	<u> </u>		
Authorized Equipment U	se		
Overwatch protection, intellige	ence gathering, long range di	scriminatory precision rifle fire.	
			
Legal and Procedural Ru	lles Governing Use		
Authorized deployment and u Sheriff's Office Policy 300 - U	se of this weapon system ma	y be within the guidelines estab	lished in Mendocino County
Offering Office Policy 300 - O	se of Force and 312 Filearns	.	
Training Requirements			
Hard Target Weapon Qualific	ation.		
Fiscal Impact Quantity Possessed / Requested	Lasimoted Total Burghara Cost	Estimated Annual Maintenance Cost	Expected Service Life
1	Estimated Total Purchase Cost	\$10.00	Approx. 12,000 rounds
Equipment Funding Source(s) Forfeited Seizure			
Tonelled Scizule			
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By Sheriff's Lieutenant	Date	Reviewed By Sheriff	Date
Title		Title	_

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	e/Possessed
Manufacturer Product In	formation		
Manufacturer Bushmaster	Model XM-15	Туре Short Ba	arrel Rifle
Equipment Description			<u>, , , , , , , , , , , , , , , , , , , </u>
The Bushmaster XM-15 carbi		, gas impingement, air cooled, and configured with an 11.5"	magazine fed, selectable fire, barrel.
Equipment Capabilities			
This is a precision weapon sy	stem capable of delivering rou	nds at greater accuracy and lo	onger distance than a pistol.
Purpose of Equipment			<u> </u>
Weapons and Tactical Team.	Provides the operator the abil	nbers who are assigned to the ity to deliver precision shots in jury or death to another persor	order to incapacitate an
Authorized Equipment U	se		
	nbers may deploy the weaponstation that the rifle may be nee	s system in any circumstance veded.	where the member can
Legal and Procedural Ru	les Governing Use		
Authorized deployment and u Sheriff's Office Policy 300 Us	se of this weapon system may e of Force and 312 Firearms.	be within the guidelines estab	lished in Mendocino County
Training Requirements			 -
Members must have success mandate to possess and use meets the POST Commission	short barreled rifles specified i	OST Certified Course that satis in Section 33220(b) of the Calit and in POST Commission Regul et prior to deployment.	fornia Penal Code and which
iscal Impact			
Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost \$10.00	Expected Service Life Approx. 12,000 rounds
Equipment Funding Source(s) Forfeited Seizure			,
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By Sheriff's Lieutenant	Date	Reviewed By Sheriff	Date

Title

Title

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of	of Equipment 📝 Eq	uipment Available for Us	e/Possessed
Manufacturer Product Inform	nation		
Manufacturer	Model	Туре	
Colt Manufacturing	CAR 15	Short B	Barrel Rifle
Equipment Description			
The Colt CAR 15 carbine is an er shoulder fired weapon with a colla	try level lightweight, gas i apsible stock in 5.56 NATO	mpingement, air cooled, maga O and configured with an 11.5	azine fed, selectable fire, " barrel.
Equipment Capabilities			
This is a precision weapon system	n capable of delivering roເ	unds at greater accuracy and l	longer distance than a pistol.
Purpose of Equipment			
This is an agency approved stand Special Weapons and Tactical Te an immediate threat who will inflic	am. Provides the operato	r the ability to deliver precisior	shots in order to incapacitate
Authorized Equipment Use			
Assigned Sheriff's Office member articulate a reasonable expectation	s may deploy the weapon on that the rifle may be ned	s system in any circumstance eded.	where the member can
Legal and Procedural Rules	Governing Use		
Authorized deployment and use of Sheriff's Office Policy 300 Use of	f this weapon system may Force and 312 Firearms.	be within the guidelines estal	blished in Mendocino County
Training Requirements			
Members must have successfully mandate to possess and use show meets the POST Commission trainagency approved training and me	t barreled rifles specified in ning requirement specified	in section 33220(b) of the Cali d in POST Commission Regul	fornia Penal Code and which ation 1081 and complete
Fiscal Impact			
	mated Total Purchase Cost	Estimated Annual Maintenance Cost \$10.00	Expected Service Life Approx. 50,000 rounds
Equipment Funding Source(s) Forfeited Seizure			
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By Sheriff's Lieutenant	Date	Reviewed By Sheriff	Date

Title

Title

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition	on of Equipmen	it 🗹 Eq	uipment Available f	or Use/Possess	ed
Manufacturer Product In	formation				
Manufacturer Colt Manufacturing	Model M4 Ca	rhino		Type Short Barrel Rifle	
	TIVIT CE	II DII IC		bhoit barrer Rille	
Equipment Description					
The Colt M4 Carbine is an er fired weapon with a collapsib					able fire, shoulder
Equipment Capabilities					
This is a precision weapon sy	stem capable of c	lelivering rou	inds at greater accurac	y and longer distar	nce than a pistol.
Purpose of Equipment				- 515	
This is an agency approved s Special Weapons and Tactica an immediate threat who will	al Team. Provides	the operator	the ability to deliver pro	ecision shots in ord	ne Multi-Agency der to incapacitate
Authorized Equipment U	se				
Assigned Sheriff's Office men articulate a reasonable expec	nbers may deploy station that the rifle	the weapons may be nee	s system in any circums eded.	stance where the n	nember can
Legal and Procedural Ru	lles Governing	Use			
Authorized deployment and u Sheriff's Office Policy 300 Use	se of this weapon e of Force and 31	system may 2 Firearms.	be within the guideline	s established in Mo	endocino County
Training Requirements			41		
Members must have success mandate to possess and use meets the POST Commission agency approved training and	short barreled rifle training requirem	es specified i ent specified	n section 33220(b) of the in POST Commission	ne California Penal Regulation 1081 a	Code and which
Fiscal Impact					
Quantity Possessed / Requested	Estimated Total Purch	ase Cost	Estimated Annual Maintenar		
13 Equipment Funding Source(s)	\$19,500.00		\$130.00	Approx. 5	0,000 rounds
SO-864370 - Equipment (Fixe	ed Assets).				
J. Caudillo #1191		08/14/25	M. Kendall		08/14/25
Prepared By Sheriff's Lieutenant		Date	Reviewed By Sheriff		Date

Title

Title

Request for Acquisition	on of Equipment 📝 Ed	quipment Available for Us	e/Possessed
Manufacturer Product In	formation		
Manufacturer Knights Armament	Model SR-25	Type Rifle	
	JSN-23	Kille	
Equipment Description			
.308 Winchester caliber gas i	mpingement magazine fed se	emi-auto rifle.	
Equipment Capabilities	<u></u>		
	ard 168 grain projectile, 2,719	ft/lbs of kinetic energy, maxim	um range of 1,000 yards.
		0. 7.	, ,
Purpose of Equipment			
Overwatch protection, intellige	ence gathering, mid range dis	criminatory precision rifle fire.	
Authorized Equipment U	lse		
Overwatch protection, intellige	ence gathering, mid range dis	criminatory precision rifle fire.	
Legal and Procedural Ru	lles Governing Use		
Federal and state law, Sniper	/Observer SOP.		
Training Requirements			
Sniper/Observer Qualification).		
Fiscal Impact			
Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost \$10.00	Expected Service Life 5,000 Rounds
Equipment Funding Source(s)	_		0,000 1.00.1.00
Forfeited Seizure.			
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	

Request for Acquisitio	n of Equipment 📝 Eq	uipment Available for	Use/Possessed
Manufacturer Product Inf	ormation		
Manufacturer	Model	Type Rifle	
Masterpiece Arms	700	Kille	=
Equipment Description			
.308 Winchester caliber bolt a	ction magazine fed precision	rifle.	
Equipment Capabilities			
Approx 2700 FPS with standa	rd 168 grain projectile, 2,719	ft/lbs of kinetic energy, ma	eximum range of 1,000 yards.
Purpose of Equipment			
Overwatch protection, intellige	ence gathering, mid range disc	criminatory precision rifle f	îre.
Authorized Equipment Us	se		
Overwatch protection, intellige		criminatory precision rifle f	ire.
,	.	• •	
Legal and Procedural Ru	les Governing Use		
Federal and state law, Sniper			
r ederal and state law, ompen	Observer GOI .		
Training Requirements			
Sniper/Observer Qualification			
Fiscal Impact			V-10-11-2
Quantity Possessed / Requested 2	Estimated Total Purchase Cost	Estimated Annual Maintenance \$10.00	Cost Expected Service Life Approximately 5,000 Rounds
Equipment Funding Source(s)		T	Tripproximately eyes a realisa
SO 862232 - Law Enforcement	nt Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant	···	Sheriff	
Title		Title	

Request for Acquisiti	on of Equipment 📝 Eq	uipment Available for Us	se/Possessed
Manufacturer Product Ir	nformation		
Manufacturer	Model	Type	Barrel Rifle
Maxim Defense	MDX-505-PDX	Short	barrer Kille
Equipment Description			
	a entry level lightweight, gas in collapsible stock chambered in		
Equipment Capabilities			
protection details, or other as	a compact precision weapons assignments where compact wealivering rounds at a greater acc	apon systems would mitigate	known or perceived safety
Purpose of Equipment			
inflicting great bodily injury o Multi - Agency Weapons and	r death to another person(s).Th	is is an agency approved we s the operator the ability to d	eliver precision shots in order to
Authorized Equipment l	Jse		
	endocino County Special Weap Imstance where the member ca		uthorized to deploy and use this pectation that the rifle may be
Legal and Procedural R	ules Governing Use		
	use of this weapon system may Jse of Force and Policy 312 Fir		ablished in Mendocino County
Training Requirements			
Members must have success mandate to possess and use meets the POST Commission	sfully completed a California PC short barreled rifles specified in training requirements specified cation requirements must be m	n Section 33220(b) of the Ca ed in POST Commission Reg	alifornia Penal Code and which
Fiscal Impact			
Quantity Possessed / Requested 3	Estimated Total Purchase Cost \$5,385.00	Estimated Annual Maintenance Cos \$30.00	Expected Service Life Approximately 5,000 Rounds
Equipment Funding Source(s) SO 862232 - Law Enforcement	ent Supplies & Services.		, , , , , ,
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	Possessed
Manufacturer Product In	formation		
Manufacturer	Model	Туре	
Remington	700 LTR	Rifle	
Equipment Description			
.308 Winchester caliber bolt a	action magazine fed precision	rifle.	
Equipment Capabilities			
	ard 168 grain projectile, 2,719	ft/lbs of kinetic energy, maximu	ım range of 1,000 yards.
Purpose of Equipment		······································	
Overwatch protection, intellige	ence gathering, mid range dis	criminatory precision rifle fire.	
у с тако по	gamornig, mili ranigo and	or and the second secon	
Authorized Equipment U	se		
	ence gathering, mid range disc	criminatory procision riflo fire	
Overwater protection, intelligi	ence gathering, find range disc	ciminatory precision file life.	
Legal and Procedural Pu	ulos Governing I los		
Legal and Procedural Ru			
Federal and State Law, Snipe	er/Observer SOP.		
		78	
Training Requirements			
Sniper/Observer Qualification			
•			
Fiscal Impact			
Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
4	\$10.00 5,000 Rounds		
Equipment Funding Source(s)			
SO 8864370 - Equipment (Fix	ked Assets).		
	.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	/Possessed
Manufacturer Product In	formation		
Manufacturer	Model	Туре	
Remington	870	12-Gaug	ge Shotgun
Equipment Description			
A 12-gauge pump action sho	tgun with a magazine tube spe	cifically dedicated to less letha	al munition delivery.
Equipment Capabilities			
This weapon system is capat	cle of delivering 12-gauge proje	ectiles at great accuracy.	
Purpose of Equipment		-	·
are violent or who demonstra	te the intent to be violent and v	or chemical agent munitions in when used properly are less like escalate a potentially deadly site.	
Authorized Equipment U	lse		
munition upon authorization of	of the Shift Supervisor, Incident	ons and Tactics Team are auth t Commander or Crisis Respon nd determining that such force	nse Unit ((SWAT) Commander,
Legal and Procedural Ru	les Governing Use		
Mendocino County Sheriff's C	Office Policy 300 Use of Force	and 308 Controlled Devices ar	nd Techniques.
Training Requirements			
	fully completed agency approv	red training and meet the qualit	fication requirements prior to
Fiscal Impact			
Quantity Possessed / Requested 6	Estimated Total Purchase Cost \$3,000.00	Estimated Annual Maintenance Cost \$60.00	Expected Service Life 20 Years
Equipment Funding Source(s)	140,000.00	T	120 10010
SO 864370 - Equipment (Fixe	ed Assets).		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisition of Equipment						
Manufacturer Product Information						
Manufacturer Sig Sauer	Model SIG 716	Type Rifle				
	0.07.10	14.10				
Equipment Description	maingament magazine fed on	mi quite diffe				
.306 Winchester caliber gas il	mpingement magazine fed ser	ni-auto nne.				
Equipment Capabilities						
	standard 168 grain projectile	2,719 ft/lbs of kinetic energy,	maximum range of 1 000			
yards.	i standard 100 grain projectile,	2,7 19 IVIDS OF KITTERIC ETTETGY,	maximum range or 1,000			
Purpose of Equipment		<u></u>				
	ence gathering, mid range disc	priminatory precision rifle fire				
To volvation protection, intellige	choc gamening, mid range disc	or minatory precision file life.				
Authorized Equipment U						
	ence gathering, mid range disc	criminatory precision riflo fire				
Overwater protection, intellige	since gathering, mid range disc	minatory precision fine life.				
Legal and Procedural Ru	ulas Governing Llee					
Federal and state law, Sniper			***************************************			
Trederal and State law, Omper	Observer SOI .					
Training Requirements						
Sniper/Observer Qualification						
Chiper/Observer Qualification	•					
Fiscal Impact						
Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life			
Equipment Funding Source(s)		10.00	5,000 Rounds			
Forfeited Seizure.						
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25			
Prepared By Sheriff's Lieutenant	Date	Reviewed By Sheriff	Date			
Title	· · · · · · · · · · · · · · · · · · ·	Title				

Mendocino County Sheriff's Office Annual Military Equipment Report

Military Equipment Type

Firearms Manufacturer Names / Models / Type

Summary of Complaints or Concerns:

No complaints or concerns.

21. Barrett Firearms Manufacturing	82A1	Rifle
22. Barrett Firearms Manufacturing	98B	Rifle
23. Bushmaster	XM-15	Short Barrel Rifle
23. Colt Manufacturing	CAR 15	Short Barrel Rifle
24. Colt Manufacturing	M4 Carbine	Short Barrel Rifle
25. Knights Armament	SR-25	Rifle
26. Masterpiece Arms	700	Rifle
27. Maxim Defense	MDX-505-PDX	Short Barrel Rifle
28. Remington	700 LTR	Rifle
29. Remington	870	12-Gauge Shotgun
30. Sig Sauer	SIG 716	Rifle

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	e/Possessed
Manufacturer Product In	formation		
Manufacturer Defense Technology	Model 1026	Type CS Can	ister
Equipment Description			
canisters separate and land a		separating charges between ea owing increased area coverage ime.	
Equipment Capabilities			
		This is a hand thrown canister e area coverage and minimize	
Purpose of Equipment			· · · · · · · · · · · · · · · · · · ·
May be used for crowd contro	ol or crowd dispersal.		
Authorized Equipment U	se		
munition upon authorization o	f the Shift Supervisor, Inciden		horized to deploy and use this nse Unit ((SWAT) Commander, reasonably appears justified
Legal and Procedural Ru	les Governing Use		
Mendocino County Sheriff's C	office Policy 300 Use of Force	and 308 Controlled Devices ar	nd Techniques.
Training Requirements			
Members must have successide deployment and use.	fully completed agency approv	ed training and meet the quali	fication requirements prior to
Fiscal Impact			
Quantity Possessed / Requested 5	Estimated Total Purchase Cost \$500.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforcement	nt Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	

Request for Acquisition of E	quipment 📝 Eq	uipment Available for Use	e/Possessed
Manufacturer Product Informat	tion		
Manufacturer	Model	Туре	
Defense Technology	1072	CS Can	ister
Equipment Description			<u> </u>
A high volume, continuous discharge ortho-chlorobenzalmalonoitrile in applocated at the top of the canister, three	proximately 20 - 40 sec	onds. The payload is discharg	
Equipment Capabilities			
Designed for outdoor use and has fir rapid burning of the sub-munition can	e producing capability. nisters that provide wid	This is a hand thrown canister e area coverage and minimize	r with a scattering effect and the throwback potential.
Purpose of Equipment			-
May be used for crowd control or cro	wd dispersal.		
Authorized Equipment Use			
Members assigned to the Mendocino munition upon authorization of the SI and only after evaluating all condition and necessary.	nift Supervisor, Inciden	t Commander or Crisis Respor	nse Unit ((SWAT) Commander,
Legal and Procedural Rules Go	overning Use		
Mendocino County Sheriff's Office Po	olicy 300 Use of Force	and 308 Controlled Devices a	nd Techniques.
Training Requirements			
Members must have successfully condeployment and use.	npleted agency approv	ed training and meet the quali	ification requirements prior to
Fiscal Impact			
Quantity Possessed / Requested Estimate 5 \$500.0	ed Total Purchase Cost 00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supp	lies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisiti	on of Equipment 📝 Eq	uipment Available for Use	e/Possessed
Manufacturer Product Ir	formation		
Manufacturer Defense Technology	Model 1080	Type OC Can	ister
Equipment Description			
	ischarge canister with high volu 0 - 40 seconds through four ga		
Equipment Capabilities			
Designed for outdoor use an rapid burning of the sub-mun	d has fire producing capability. ition canisters that provide wid	This is a hand thrown canister e area coverage and minimize	r with a scattering effect and the throwback potential.
Purpose of Equipment			·
May be used for crowd contr	ol or crowd dispersal.		
Authorized Equipment L	Jse		
munition upon authorization	endocino County Special Weap of the Shift Supervisor, Inciden conditions known at the time ar	t Commander or Crisis Respor	nse Unit ((SWAT) Commander,
Legal and Procedural Ru	ıles Governing Use		
Mendocino County Sheriff's (Office Policy 300 Use of Force	and 308 Controlled Devices ar	nd Techniques.
Training Requirements			
	fully completed agency approv	red training and meet the quali	fication requirements prior to
Fiscal Impact			
Quantity Possessed / Requested 5	Estimated Total Purchase Cost \$500.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforceme	nt Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	e/Possessed
Manufacturer Product In	formation		
Manufacturer Defense Technology	Model 2260	Type Ferret L	iquid OC 40mm Round
Equipment Description			· · · · · · · · · · · · · · · · · · ·
and suitable for indoor use. It	a frangible projectile filled with is designed to deliver the che rifling affords maximum stand-	mical agent in barricade situat	ions from a 40mm launder.
Equipment Capabilities			
	rs, such as windows, hollow co es and instantaneously delivers		
Purpose of Equipment			
parties through pain complian	rricaded subjects from very sm ice, temporary discomfort and, to be violent and can be used	or incapacitation of non-comp	liant subjects who are violent
Authorized Equipment U	se		
munition upon authorization of		t Commander or Crisis Respo	thorized to deploy and use this nse Unit ((SWAT) Commander, reasonably appears justified
Legal and Procedural Ru	les Governing Use		
Mendocino County Sheriff's C	Office Policy 300 Use of Force	and 308 Controlled Devices a	nd Techniques.
Training Requirements			
	fully completed agency approv	ed training and meet the qual	ification requirements prior to
Fiscal Impact			
Quantity Possessed / Requested 9	Estimated Total Purchase Cost \$450.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforceme	nt Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	/Possessed
Manufacturer Product In	formation		
Manufacturer Defense Technology	Model 2262	Type Ferret Lie	quid CS 40mm Round
Equipment Description			
and suitable for indoor use. If	t is designed to deliver the che	n oleo-resin capsicum, a chemic mical agent in barricade situati -off distance and accuracy for s	ons from a 40mm launder.
Equipment Capabilities			
		ore doors, wallboard and thin pl is a small chemical payload insi	
Purpose of Equipment			
parties through pain complian	nce, temporary discomfort and	nall confined areas. its purpose /or incapacitation of non-compl in an attempt to deescalate a p	iant subjects who are violent
Authorized Equipment L	Jse		
munition upon authorization	of the Shift Supervisor, Inciden	oons and Tactics Team are auth it Commander or Crisis Respon nd determining that such force	se Unit ((SWAT) Commander,
Legal and Procedural R	ules Governing Use		
Mendocino County Sheriff's (Office Policy 300 Use of Force	and 308 Controlled Devices an	nd Techniques.
Training Requirements			
	sfully completed agency appro	ved training and meet the qualit	fication requirements prior to
Fiscal Impact			
Quantity Possessed / Requested 20	Estimated Total Purchase Cost \$1,000.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforceme	ent Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff Title	

Request for Acquisition of Equipment				
Manufacturer Product In	formation			
Manufacturer Defense Technology	Model 2290	Type	Powder OC 40mm Round	
	2290	li ellet	- Owder OO Formit Round	
Equipment Description				
and suitable for indoor use. It	is designed to deliver the che	h oleo-resin capsicum, a chen emical agent in barricade situa l-off distance and accuracy for		
Equipment Capabilities				
		ore doors, wallboard and thin rs a small chemical payload ir		
Purpose of Equipment				
parties through pain complian	ce, temporary discomfort and	mall confined areas. its purpos d/or incapacitation of non-comed ad in an attempt to deescalate	se is to minimize the risk to all pliant subjects who are violent a potential deadly situation.	
Authorized Equipment U	se			
munition upon authorization of	f the Shift Supervisor, Incide	nt Commander or Crisis Resp	uthorized to deploy and use this onse Unit ((SWAT) Commander, e reasonably appears justified	
Legal and Procedural Ru	les Governing Use			
Mendocino County Sheriff's C	office Policy 300 Use of Force	e and 308 Controlled Devices	and Techniques.	
Training Requirements				
	fully completed agency appro	oved training and meet the qua	alification requirements prior to	
Fiscal Impact				
Quantity Possessed / Requested 2	Estimated Total Purchase Cost \$100.00	Estimated Annual Maintenance Cos	t Expected Service Life 5 Years (FDOM)	
Equipment Funding Source(s) SO 862232 - Law Enforceme	<u> </u>			
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25	
Prepared By	Date	Reviewed By	Date	
Sheriff's Lieutenant		Sheriff Title		
Title		riue		

Request for Acquisition of Equipment						
Manufacturer Product Ir	formation					
Manufacturer Defense Technology	Model 3012			ype 2-Gauge	e CS Ferret Round	d
Equipment Description	_					
A fin-stabilized frangible 12-ç agents in barricade situation						mical
Equipment Capabilities						
A non-burning munition suita doors.	ble for indoor use a	nd designe	d to penetrate barriers,	such as	windows and holl	ow core
Purpose of Equipment						
To minimize risks to all partie of dangerous subjects.	es through pain com	pliance, tei	mporary discomfort and/	or incap	pacitation of poten	tially violent
Authorized Equipment L	Jse					
Members assigned to the Members assigned to the Members authorization and only after evaluating all cand necessary.	of the Shift Supervis	or, Inciden	t Commander or Crisis I	Respons	se Unit ((SWAT) C	commander,
Legal and Procedural R	ules Governing U	se				
Mendocino County Sheriff's (Office Policy 300 Us	e of Force	and 308 Controlled Dev	rices and	d Techniques.	
Training Requirements				-		
Members must have success deployment and use.	fully completed age	ncy approv	ed training and meet th	e qualifi	cation requiremen	its prior to
Fiscal Impact						
Quantity Possessed / Requested 20	Estimated Total Purchas \$500.00	e Cost	Estimated Annual Maintenan N/A	ce Cost	Expected Service Life 5 Years (FDOM)	
Equipment Funding Source(s) SO 862232 - Law Enforceme	ent Supplies & Servio	ces.				
J. Caudillo #1191	0	8/14/25	M. Kendall		· · · · · · · · · · · · · · · · · · ·	08/14/25
Prepared By Sheriff's Lieutenant		Pate	Reviewed By Sheriff			Date
Title			Title			

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	e/Possessed
Manufacturer Product In	formation		
Manufacturer	Model 50054	Type	Acres I OC Former
Defense Technology	56854	40mm <i>F</i>	Aerosol OC Fogger
Equipment Description			
	taneous initiated aerosol canis razard and requires minimal de		capsicum. It is non
Equipment Capabilities			
	perations when a non pyrotecled areas or deployed close to t		stem is desired. It is most
Purpose of Equipment			
	Frenade Fogger is to minimize ion and potentially violent or da		pain compliance, temporary
Authorized Equipment U	se		
munition upon authorization of		t Commander or Crisis Respo	thorized to deploy and use this nse Unit ((SWAT) Commander, reasonably appears justified
Legal and Procedural Ru	lles Governing Use		
Mendocino County Sheriff's C	Office Policy 300 Use of Force	and 308 Controlled Devices a	nd Techniques.
Training Requirements			
Members must have success deployment and use.	fully completed agency approv	ed training and meet the qual	ification requirements prior to
Fiscal Impact			
Quantity Possessed / Requested 8	Estimated Total Purchase Cost \$800.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforceme	nt Supplies & Services.		· · · · · · · · · · · · · · · · · · ·
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	. .
Title		Title	

Request for Acquisit	ion of Equipment 📝 E	quipment Available for Use	e/Possessed
Manufacturer Product I	nformation		
Manufacturer Defense Technology	Model 6172	Type	Skat Shell
	0172	40111113	orat Oriell
Equipment Description			
contains four (4) separate se		hlorobenzalmalonoitrile that fun	pellent. The 40mm Skat Shell® ction individually once the
Equipment Capabilities			
(degrees) to achieve maxim	um stand off distance, it it may I the rapid burning of the sub-n	r. The round may be fired in the r be skip fired into the target are nunition canisters provide a wid	ea from lesser distances. The
Purpose of Equipment			
May be used for crowd cont	rol or crowd dispersal.		
Authorized Equipment	Use		
munition upon authorization	of the Shift Supervisor, Incide	pons and Tactics Team are aut nt Commander or Crisis Respoi and determining that such force	nse Unit ((SWAT) Commander,
Legal and Procedural R	ules Governing Use		
Mendocino County Sheriff's	Office Policy 300 Use of Force	e and 308 Controlled Devices ar	nd Techniques.
Training Requirements			
	sfully completed agency appro	oved training and meet the quali	ification requirements prior to
Fiscal Impact			
Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
9 Equipment Funding Source(s)	\$450.00	N/A	5 Years (FDOM)
SO 862232 - Law Enforcem	ent Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	
	Page _	of	

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	e/Possessed
Manufacturer Product In	formation		
Manufacturer	Model	Type	Direct Impact OC Bound
Defense Technology	6320		Direct Impact OC Round
Equipment Description			
capsicum powder, which com		oint-of-impact direct-fire foam i fects of an irritant powder, ma red from a 40mm launcher.	
Equipment Capabilities			
be used in situations from 2 -	50 meters. The optimal zone		5 - 40 meters, although it may nd accuracy to target the large ous physical injury.
Purpose of Equipment			
		mporary discomfort and/or inca be violent and can be used in	
Authorized Equipment U	se		
munition in any circumstance		late a reasonable expectation	thorized to deploy and use this that the munition may be
Legal and Procedural Ru	les Governing Use		
Mendocino County Sheriff's C	Office Policy 300 Use of Force	and 308 Controlled Devices a	nd Techniques.
Training Requirements			
Members must have success deployment and use.	fully completed agency approv	ved training and meet the qual	ification requirements prior to
Fiscal Impact			
Quantity Possessed / Requested 4	Estimated Total Purchase Cost \$200.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforceme	nt Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisiti	on of Equipment 📝 Eq	uipment Available for Us	se/Possessed
Manufacturer Product Ir	nformation		
Manufacturer	Model	Туре	
PepperBall	Live Oleoresin Ca	osicum Powde	er OC .68 Caliber Round
Equipment Description			
	th oleoresin capsicum, a chem n PepperBall compressed gas		g and suitable for indoor use. It is
Equipment Capabilities			
Designed to rupture on impa	ct and instantaneously deliver	a small chemical payload.	
Purpose of Equipment		·	
Its purpose is to minimize the non-compliant subjects subject attempt to deescalate a pote	ects who are violent or who der	in compliance, temporary dis- monstrate the intent to be viol	comfort and/or incapacitation of lent and can be used in an
Authorized Equipment L	Jse		
Assigned Mendocino County use this weapons system in a may be needed.	Sheriff's Office Correctional Fa any circumstance where the m	acility members and SWAT T ember can articulate a reaso	eam Members may deploy and nable expectation that the rifle
Legal and Procedural R	ules Governing Use		
Sheriff's Office Policy 300 - L	use of this weapon system may Use of Force and Policy 308 Co y and Procedure 505.00 Use o	ontrol Devices and Technique	ablished in Mendocino County es.
Training Requirements			
Members must have success	sfully completed an approved to	raining prior to deployment.	
Fiscal Impact			
Quantity Possessed / Requested 840 Rounds	Estimated Total Purchase Cost \$450.00	Estimated Annual Maintenance Cost	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s)	- L		To reare (1 Delvi)
SO 862232 - Law Enforceme	ent Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Mendocino County Sheriff's Office Annual Military Equipment Report

Military Equipment Type

Gas Munitions Manufacturer Names / Models / Type

Summary of Complaints or Concerns:

No complaints or concerns.

33. Defense Technology	1026	CS Canister
34. Defense Technology	1072	CS Canister
35. Defense Technology	1080	OC Canister
36. Defense Technology	2260	Ferret Liquid OC 40mm Round
37. Defense Technology	2262	Ferret Liquid OC 40mm Round
38. Defense Technology	2290	Ferret Powder OC 40mm Round
39. Defense Technology	3012	12-Gauge CS Ferret Round
40. Defense Technology	56854	40mm Aerosol OC Fogger
41. Defense Technology	6172	40mm Skat Shell
42. Defense Technology	6320	40mm Impact Impact OC Round
43. PepperBall	Live Oleoresin Capsicum	Powder OC .68 Caliber Round

Request for Acquisitio	n of Equipment	Equipment Available for Use/Possessed
Manufacturer Product Inf	ormation	
Manufacturer	Model 40 LMTS	Type 40mm Launcher
Lewis Machine & Tool (LMS)	40 LIVITS	40mm Launcher
Equipment Description		
A single shot break open fram lock safeties, 40mm, rifled 14-		arrel, double action trigger, trigger lock push button and hamme
Equipment Capabilities		
This weapon system is capabl	e of delivering 40mm proj	jectiles at great accuracy.
Purpose of Equipment		
	lent and when used prop	in order to control subjects who are violent or who demonstrately are less likely to result in death or serious physical injury andly situation.
Authorized Equipment Us	se	
Assigned Sheriff's Office mem articulate a reasonable expect		apons system in any circumstance where the member can stem may be needed.
Legal and Procedural Ru	les Governing Use	
Authorized deployment and us County Sheriff's Office Policy	se of this weapons system 300 - Use of Force and Po	n must be within the guidelines established in the Mendocino olicy 308 Controlled Devices and Techniques.
Training Requirements		
	ncy approved training and	meet qualification requirements prior to deployment and use.
Fiscal Impact		
Quantity Possessed / Requested	Estimated Total Purchase Cost \$985.70	Estimated Annual Maintenance Cost Expected Service Life 15 Years
Equipment Funding Source(s)		10.10010
SO-864370 - Equipment (Fixe	d Assets).	
J. Caudillo #1191	08/14/2	25 M. Kendall 08/14/
Prepared By	Date	Reviewed By Date
Sheriff's Lieutenant		Sheriff Title

Request for Acquisition	n of Equipment 📝 Eq	uipment Available for Use/Po	ossessed
Manufacturer Product Info	ormation		
Manufacturer Defense Technology	Model 6325	Type eXact iMpad	ct™ 40mm Sponge Round
Equipment Description			
The eXact Impact™ 40mm Sp launcher. The lightweight, high	speed projectile consisting on the 40mm launcher's riffle	point of impact direct Fire round f a plastic body and sponge nose d barrel. The round utilizes smoke consistent.	that is spin stabilized via
Equipment Capabilities			
be used in situations from 1.5	- 50 meters. The optimal zone	otimal range of approximately 5 - e offers the necessary energy and less likely to result in death or se	accuracy to target the
Purpose of Equipment			
This munition may be used to and can be used in an attempt		s who are violent or who demonst eadly situation.	trate the intent to be violent
Authorized Equipment Us	e		
Members assigned to the Men munition in any circumstance of needed to disorientate a poten	where the member can articul	ons and Tactics Team are authori ate a reasonable expectation that oject.	ized to deploy and use this the munition may be
Legal and Procedural Rul	es Governing Use		
Mendocino County Sheriff's O	fice Policy 300 Use of Force	and 308 Controlled Devices and T	Fechniques.
Training Requirements	-		
	ully completed agency approv	red training and meet the qualifica	tion requirements prior to
Fiscal Impact	•		
Quantity Possessed / Requested	Estimated Total Purchase Cost \$1,200.00		xpected Service Life Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforcemen	t Supplies & Services.		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff Title	

Request for Acquisition	on of Equipment 📝 Ed	quipment Available for U	se/Possessed
Manufacturer Product In	formation		
Manufacturer PepperBall	Model FTC - Full Tactica	I Carbine Type Comp	oression Gas Launcher
Equipment Description			
A .68 caliber compressed gas capsicum, a chemical agent t			e projectiles filled with oleoresin
Equipment Capabilities			
Capable of delivering .68 cali	ber projectiles up to 100 feet	at great accuracy with 7.3 - 1	1 feet / lbs., of kinetic energy.
Purpose of Equipment			
Used to disperse and control refusal to lock-down, or physi	cal altercations. When used ped in an attempt to deescalate	properly this system is less like a potential deadly situation	intent to be violent, during riots, kely to result in death or serious . Devices are also utilized as a WAT Deputies.
Authorized Equipment U	se		
Assigned Mendocino County weapon system in any circum			
Legal and Procedural Ru	lles Governing Use		
Authorized deployment and u Sheriff's Office Policy 300 - U Mendocino County Jail Policy	se of Force and Policy 308 C	ontrol Devices and Techniqu	tablished in Mendocino County es.
Training Requirements			
Members must have success	fully completed an approved	training prior to deployment.	
Fiscal Impact	• •		
Quantity Possessed / Requested	Estimated Total Purchase Cost \$4,000.00	Estimated Annual Maintenance Co \$100.00	st Expected Service Life
Equipment Funding Source(s) SO 864370 - Equipment (Fixe		17.00.00	10 7040
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Mendocino County Sheriff's Office Annual Military Equipment Report

Military Equipment Type

Less Lethal Munitions Manufacturer Names / Model / Type

Summary of Complaints or Concerns:

No complaints or concerns.

45. Lewis Machine & Tool 40 LMTS 40mm Launcher
46. Defense Technology 6325 eXact iMpact™ 40mm Sponge Round

47. PepperBall FTC - Full Tactical Carbine Compression Gas Launcher

Request for Acquisition	n of Equipme	nt 📝 Eq	uipment Available	for Use	/Possessed	
Manufacturer Product Info	ormation					
Manufacturer Kinetic Breaching Tool (KBT)	Mode KBT	i 3-1000		Type Powder A	Actuated Breachin	g Tool
Equipment Description						
The Kinetic Breaching Tool™ blank cartridge to deliver kinet explosives pressures exits this	ic energy and d	/ tool designed rive a captive	d for breeching. The timpact plate to defea	tool utilizes It door har	s a custom loaded dware. No projecti	l .45LC iles or
Equipment Capabilities						
850 Feet / pounds of kinetic er	nergy delivered	to the mechar	nically driven ram.	,	-	
Purpose of Equipment						
Provides a paramount breachi situations where breeching is i		at increases o	perator safety and op	perational :	safety during high	-risk
Authorized Equipment Us	se					
Assigned Sheriff's Office mem utilize this equipment in any si			ompleted agency ap	proved trai	ining would be aut	thorized to
Legal and Procedural Rul	les Governinç	g Use				
Mendocino County Sheriff's O	ffice Policy 300	Use of Force.				
Training Requirements						
Members must have successful equipment use.	ully completed a	agency approv	ed training (operating	g, use and	l deployment) prio	r to
Fiscal Impact						
Quantity Possessed / Requested 2	Estimated Total Pur \$21,403.00	chase Cost	Estimated Annual Mainte TBD	nance Cost	Expected Service Life 5-Years	
Equipment Funding Source(s) SO 862232 - Law Enforcement	nt Supplies & Se	ervices.				
J. Caudillo #1191		08/14/25	M. Kendall			08/14/25
Prepared By		Date	Reviewed By			Date
Sheriff's Lieutenant Title			Sheriff			

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Us	se/Possessed
Manufacturer Product In	formation		
Manufacturer	Model	Туре	D A
LRAD Cororation	LRAD-100X	Long F	Range Acoustic Device
Equipment Description			
warning / alert system tone. A	ensity directional acoustic arra A type of Acoustic Hailing Devi a much clearer format than tra	ce (AHD) that provides comm	nunication and warning functions
Equipment Capabilities			
range up to 250 meters over	directional broadcasts for targ 88 dB of background noise. Do des safe communication beyor	elivers clearly heard and unde	erstood communications into
Purpose of Equipment			
incidents. The Mendocino Co	o communicate clear direction unty Sheriff's Office will not us mmands, during organized pro	e LRAD warning alert warnin	g system for crowd dispersal or
Authorized Equipment U	se		
involved in an incident. The L scale evacuations (Fire, Tsun	no County Sheriff's Office to d RAD may be deployed only in lami, Flood Events) or convey ue (SAR) operations or during	events where there is a need information to large crowds, t	for jailing in events such as
Legal and Procedural Ru	iles Governing Use		
The LRAD will only be deploy 707 - Acoustic Hailing Device	red and used under the guideli	nes established in Mendocino	o County Sheriff's Office Policy
Training Requirements			
Operators of the LRAD device (Mendocino County Sheriff's	e must successfully complete a Office Policy 707 - Acoustic Ha	agency approved LRAD traini ailing Device).	ing prior to deployment or use
Fiscal Impact			
Quantity Possessed / Requested 1	Estimated Total Purchase Cost \$7,300.00	Estimated Annual Maintenance Cost	Expected Service Life 20 years
Equipment Funding Source(s) SO 862232 - Law Enforceme	nt Supplies & Services / 2015	State Homeland Security Gra	
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff Title	
Title		ritte	

Request for Acquisition	on of Equipment 📝 Eq	uipment Available	for Use/Possessed	
Manufacturer Product Inf	formation			
Manufacturer	Model	-	Туре	-1-t T
Rapid Assault Tools	Hydraulic RatPaK		Electronic Hydraulic Brea	cning 1001
Equipment Description				
tools are powered by a compa	self-contained, multi-purpose hact, reliable battery-powered haydraulic hose and are immediat.	ydraulic pump. The ir	ndividual tools can	
Equipment Capabilities				
Multi-purpose hydraulic entry Door Pusher for inward or out padlocks, and window grills a pump.	/ rescue kit consists of: ward swinging doors; Jamb S n low profile spreader. All tools	preader for quiet, low s are powered by a re	damage entries; Bolt cutte mote controlled, battery hy	er for chain, ydraulic
Purpose of Equipment				
Provides a paramount breech situations where breaching is	ing capability that increases o required.	perator safety and op	erational safety during hig	h-risk
Authorized Equipment U	se			
Assigned Sheriff's Office men utilize this equipment in any s	nbers who have successfully o ituation requiring it's use.	ompleted agency app	proved training would be a	uthorized to
Legal and Procedural Ru	lles Governing Use			
Mendocino County Sheriff's C	Office Policy 300 Use of Force.			
Training Requirements				
	fully completed agency approv	ved training (operating	g, use and deployment) pri	or to
Fiscal Impact				
Quantity Possessed / Requested	Estimated Total Purchase Cost \$23,665.00	Estimated Annual Mainter	nance Cost Expected Service Lif 5-Years	e
Equipment Funding Source(s) SO 862232 - Law Enforceme				
J. Caudillo #1191	08/14/25	M. Kendall		08/14/25
Prepared By	Date	Reviewed By		Date
Sheriff's Lieutenant		Sheriff		
Title		ınıe		

Mendocino County Sheriff's Office Annual Military Equipment Report

Military Equipment Type

Miscellaneous Manufacturer Names / Models / Type

Summary of Complaints or Concerns:

No complaints or concerns.

49. Kinetic Breaching Tool (KBT)
 50. LRAD Corporation
 51. Rapid Assault Tools
 52. KBT 3-100
 53. Powder Actuated Breaching Tool
 54. Long Range Acoustic Device
 55. Hydraulic RatPak
 56. Electronic Hydraulic Breaching Tool

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	/Possessed
Manufacturer Product In	formation		
Manufacturer	Model	Туре	
Brinc	Lemar S	Unmann	ed Aerial System (UAS)
Equipment Description			
for flight and outfitted with an two-way communication. It has	aerial imaging system designents the ability to be outfitted with	it (UAS) built to be easily trans ed for gathering information thro n certain accessories based on payload dropper and door push	ough imaging, recording and mission specific needs to
Equipment Capabilities			
	I flight and gathering imagery i pable of two-way communicat	nformation through outfitted vision.	sion enhancement technology
Purpose of Equipment			÷.
Data collection and communic	cation.		
		office's mission of protecting liv	es and property when other
	strict accordance with constitut	tional and privacy rights, Feder y 613 Unmanned Aerial Syster	
		ved training and meet the qualicy 613 Unmanned Aerial Syst	
Fiscal Impact			
Quantity Possessed / Requested 1	Estimated Total Purchase Cost \$17,103.00	Estimated Annual Maintenance Cost	Expected Service Life 4 - Years
Equipment Funding Source(s) SO 862232 - Law Enforcement	,		- Todio
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition	on of Equipment	 ✓ Eq	uipment Available	for Use	/Possessed	
Manufacturer Product In	formation					
Manufacturer DJI	Model Matrice 2	00 Series		Type	ed Aerial System ((IAS)
	I Wat I Ce 2		,	Ommanne	ed Aeriai Oystein ((0,0)
Equipment Description						
The Matrice 200 Series is a r prepared for flight and outfitte imaging and recording.						
Equipment Capabilities						
Capable of sustaining directe controlled. The Matrice is cap technology that includes a 30	able of flight and gat	hering im				
Purpose of Equipment						
Data collection.						
Authorized Equipment L	Jse					
Unmanned aerial system ma				cting lives	and property whe	n other
means and resources are no	t available or are less	s effective				
Legal and Procedural Ru	ıles Governing Us	se				
Any use of an UAS will be in (FAA) Regulations (Mendocir	strict accordance with no County Sheriff's O	h constitut ffice Polic	tional and privacy righ y 613 Unmanned Aer	its, Federa ial Systen	al Aviation Admini n).	stration
Training Requirements		<u> </u>				
Operators must have success deployment and use (Mendoo						nts prior to
,	•		•	•	•	
Fiscal Impact			*			
Quantity Possessed / Requested 1	Estimated Total Purchase \$27,000.00	Cost	Estimated Annual Mainter \$400.00	ance Cost	Expected Service Life 5 Years	
Equipment Funding Source(s)	<u>.</u>		1		1	
SO 862232 - Law Enforceme	nt Supplies & Service	es.				
J. Caudillo #1191		3/14/25	M. Kendall			08/14/25
Prepared By Sheriff's Lieutenant	Da	ate	Reviewed By Sheriff			Date
Title	···-		Title			

٠...

Request for Acquisiti	on of Equipment	Z Equipment Availa	able for Use	/Possessed	
Manufacturer Product In	formation				
Manufacturer	Model Movie 2 Due	l Enterprise	Туре	ad Aarial System /	
DJI	Mavic 2 Dua	i Enterprise	Onnann	ed Aerial System (UAS)
Equipment Description					
The Mavic 2 Dual Enterprise prepared for flight and outfitte imaging and recording.					
Equipment Capabilities					
Capable of sustaining directe controlled. The Mavis is capa technology that includes no a	able of flight and gatherin	g imagery information t			
Purpose of Equipment					
Data collection.					
Authorized Equipment U	lea				
		Ab			
Unmanned aerial system ma means and resources are no			notecting lives	s and property whe	ii otilei
Legal and Procedural R	ules Governing Use				
Any use of an UAS will be in (FAA) Regulations (Mendoci					stration
Training Requirements		<u> </u>			
Operators must have succes	efully completed agency	annroyed training and	meet the quali	ification requiremen	nts prior to
deployment and use (Mendo					nto phor to
Fiscal Impact Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual M	Inintananca Cast	Europetad Comica Life	
1	\$4,200.00	\$50.00	iaintenance Cost	Expected Service Life 5 Years	
Equipment Funding Source(s)	<u> </u>			-L	
Equipment owned by Mendo	cino County Sheriff's Sea	arch and Rescue (Non-	Profit Volunte	er Organization).	
 J. Caudillo #1191	08/14	4/25 M. Kendall		·	08/14/25
Prepared By	Date	Reviewed By			Date
Sheriff's Lieutenant		Sheriff			
Title		Title			

Request for Acquisiti	ion of Equipment 📝 Eq	uipment Available for Use	Possessed
Manufacturer Product II	nformation		
Manufacturer	Model	Туре	
DJI	Mavic Avata	Unmann	ed Aerial Vehicle (UAV)
Equipment Description			
Unmanned Aerial Vehicle (U	IAV) with Zoom and FLIR Cam	era.	
Equipment Capabilities			
	e range away from the pilot. Sm	all form factor allows for indoo	r flight.
Purpose of Equipment			
	nding situation in real time as to ions to dangerous to send staff		sponse, check for missing
Authorized Equipment I	Use		
c. Response to hazardous m	preservation and documentation naterials spills. d. Search and d life preservation missions to in	l Rescue (SAR) missions as de	
Legal and Procedural R	ules Governing Use		
Federal Aviation Administrat	ion (FAA) Guideline / Regulatio	ens.	
Training Requirements			
	ion (FAA) Part 107 Pilots Licer lys to stay current or must re-ce		
Fiscal Impact			-
Quantity Possessed / Requested 3	Estimated Total Purchase Cost \$1,500	Estimated Annual Maintenance Cost \$100.00	Expected Service Life 5 Years
Equipment Funding Source(s) Asset Forfeiture			•
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisition	on of Equipment	Equipment Availab	e for Use/Possessed	
Manufacturer Product In	formation			
Manufacturer DJI	Model Mavic Mini 2		Type Unmanned Aerial Syste	em (LIAS)
	IVIAVIC IVIII Z		Official filed Actial Cyste	em (o/to)
Equipment Description				
The Mavic Mini is a small pla flight and outfitted with an ae				
Equipment Capabilities				
Capable of sustaining directe capable of flight and gatherin camera.				
Purpose of Equipment				
Data collection.				
Authorized Equipment U	lse			
Unmanned aerial system ma means and resources are no			tecting lives and property	when other
Legal and Procedural Ru	ules Governing Use			
Any use of an UAS will be in (FAA) Regulations (Mendocin				ministration
Training Requirements				
Operators must have succes deployment and use (Mendo				ements prior to
Fiscal Impact				
Quantity Possessed / Requested 1	Estimated Total Purchase Cost \$500.00	Estimated Annual Main \$25.00	tenance Cost Expected Service 4 Years	e Life
Equipment Funding Source(s) SO 862232 - Law Enforcement	ent Supplies & Services.			
J. Caudillo #1191	08/14	/25 M. Kendall		08/14/25
Prepared By	Date	Reviewed By		Date
Sheriff's Lieutenant		Sheriff		
riue		Title		

Request for Acquisition	on of Equipment 📝 Equ	uipment Available for Us	se/Possessed
Manufacturer Product In	formation		
Manufacturer	Model	Type	nned Aerial Vehicle (UAV)
DJI	Mavic Mini 3	Offinal	ined Aeriai Verlicie (OAV)
Equipment Description			
Unmanned Aerial Vehicle (UA	AV) with HD Camera.		
Equipment Capabilities			
	range away from the pilot. Sm	all form factor allows for indo	oor flight
Onnamed light up to 1 mile	range away nom the phot. On	an form factor allows for made	or light.
Purpose of Equipment			
	nding situation in real time as to ons to dangerous to send staff.		esponse, check for missing
Authorized Equipment U	se		
c. Response to hazardous ma	preservation and documentation aterials spills. d. Search and life preservation missions to ir	Rescue (SAR) missions as	e Disposal (EOD) missions. defined in CA Govt. Code Sec. and hostage situations.
Legal and Procedural Ru	ıles Governing Use		
Federal Aviation Administration	on (FAA) Guideline / Regulatio	ns.	
Training Requirements			
	on (FAA) Part 107 Pilots Licer ys to stay current or must re-ce		how proficiency, all training and f Pilot.
iscal Impact			
Quantity Possessed / Requested 1	Estimated Total Purchase Cost \$600.00	Estimated Annual Maintenance Cos \$25	t Expected Service Life 4 Years
Equipment Funding Source(s) SO 862232 - Law Enforcement	<u> </u>	1.4-1	
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Request for Acquisiti	on of Equipment 📝 Eq	uipment Available for Use	e/Possessed
Manufacturer Product In	formation		
Manufacturer	Model	Туре	
DJI	Mavic Pro	Unmann	ned Aerial System (UAS)
Equipment Description			
	atform remote controlled aircra rial imaging system designed f		
Equipment Capabilities			
Capable of sustaining directe	ed flight up to 1 mile, during day and gathering imagery informa		or remotely controlled. The nhancement technology that is
Purpose of Equipment			
Data collection.			
	Ise y be utilized to enhance the off t available or are less effective		s and property when other
Legal and Procedural Ru	ıles Governing Use		
	strict accordance with constitute no County Sheriff's Office Police		
Training Requirements			
Operators must have succes deployment and use (Mendo	sfully completed agency appro cino County Sheriff's Office Po	ved training and meet the qual licy 613 Unmanned Aerial Syst	ification requirements prior to tem).
Fiscal Impact			
Quantity Possessed / Requested 3	Estimated Total Purchase Cost \$600.00	Estimated Annual Maintenance Cost \$25.00	Expected Service Life 4 Years
Equipment Funding Source(s) SO 862232 - Law Enforceme	nt Supplies & Services.		•
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
Title		Title	

Mendocino County Sheriff's Office Annual Military Equipment Report

Military Equipment Type

Unmanned Aerial System (UAS) / Unmanned Aerial Vehicle (UAV) Manufacturer Names / Models / Type

Summary of Complaints or Concerns:

No complaints or concerns.

53. Brinc	Lemar S	Unmanned Aerial System (UAS)
54. DJI	Matrice 200 Series	Unmanned Aerial System (UAS)
55. DJI	Mavic 2 Dual Enterprise	Unmanned Aerial System (UAS)
56. DJI	Mavic Avata	Unmanned Aerial Vehicle (UAV)
57. DJ!	Mavic Mini 2	Unmanned Aerial System (UAS)
58. DJI	Mavic Mini 3	Unmanned Aerial System (UAS)
59. DJI	Mavic Pro	Unmanned Aerial System (UAS)

Request for Acquisiti	on of Equipment 📝 Ed	uipment Available for Use/Po	ossessed
Manufacturer Product Ir	nformation		
Manufacturer	Model	Туре	
Freightliner	MT 55	Class 6 Var	1
Equipment Description			
	signed and built as a Mobile C	Command Center.	
•			
Equipment Capabilities			
6 - 8 person multi-station Mo	bile Command Center.		1
•			
Purpose of Equipment			
Provides an internal and sec	ure response vehicle that cont	ains equipment to establish comm	unications, control and
	nts or other large scale events		
			
Authorized Equipment l	Jse		
Use shall only be authorized	by a Watch Commander or St	VAT Commander, based on the sp	ecific circumstances of a
given critical incident or even	t.		
			. <u> </u>
Legal and Procedural R	ules Governing Use		
California Vehicle Code Sect			
Mendocino County Sheriff's (Office Policy 316 - Deputy Res	ponse to Calls.	
Training Requirements			· ·
	s B Driver's License and have	successfully completed the Emerg	ency Vehicle Operations
Training Course.	o D Diffor o Lloon oo and flavo	cassosiany completed the Emerg	jerioj verileie operations
Fiscal Impact			
Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost E	xpected Service Life
1	N/A) Years
Equipment Funding Source(s)			
SO 827707 - General Donati	on(s).		
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant		Sheriff	
LINE		LITTE	

Request for Acquisition	on of Equipr	nent 📝 Eq	uipment Available fo	r Use	/Possessed	
Manufacturer Product In	formation					
Manufacturer Freightliner		odel ead Rescue		rpe rpe III		
	1100	100000		, po		
Equipment Description		···lanaa aanvarta	ed to a Mabile Crisis New		na Operation Cont	
1998 Freightliner chassis, lar	ge format amb	oulance, converte	ed to a Mobile Crisis Ne	gotiatio	ns Operation Cent	er.
Equipment Capabilities						
2 - 5 person Mobile Commar	nd Center.					
Purpose of Equipment						
Provides an internal and sec	ure response v	ehicle that trans	ports and provides the to	ools an	d technology need	ed to
conduct crisis negotiations.	·		•			
Authorized Equipment L	lea		· · · · · · · · · · · · · · · · · · ·			
Use shall only be authorized		mmander or SW	/AT Commander, based	on the	specific circumsta	nces of a
given critical incident or even			,			
Legal and Procedural Ru						
California Vehicle Code Secti Mendocino County Sheriff's (onse to Calls.			
,	,	or property viscop				
Training Requirements						
Driver(s) must posess a Clas	s B Driver's Lic	cense and have	successfully completed	the Em	ergency Vehicle O	perations
Training Course.						
Fiscal Impact						
Quantity Possessed / Requested	Estimated Total	Purchase Cost	Estimated Annual Maintenand	ce Cost	Expected Service Life	
1	<u> </u>				20 Years	
Equipment Funding Source(s) SO 827707 - General Donati	on(s).					
	-· · \-/*					
J. Caudillo #1191		08/14/25	M. Kendall		_	08/14/25
Prepared By		Date	Reviewed By			Date
Sheriff's Lieutenant		_	Sheriff			
Title			Title			

Request for Acquisition	on of Equipment 📝 Eq	uipment Available for Use	/Possessed
Manufacturer Product In	formation		
Manufacturer	Model	Туре	. D V-Li-l
Lenco Armored Vehicles	Bearcat	Armored	Rescue Vehicles
Equipment Description			
2009 2 - door open floor plan	4 x 4 built on a Ford chassis the	nat seats 10 - 12 personnel.	
Equipment Capabilities			
		ns and outfitted armor will stop level of standard shields and l	
Purpose of Equipment			<u> </u>
	cidents to enhance officer and I assist in resolving critical inci	community safety, rescue citiz dents.	zens, improve scene
Authorized Equipment U	se		
Use shall only be authorized to given critical incident or event		/AT Commander, based on the	e specific circumstances of a
Legal and Procedural Ru	lles Governing Use		
California Vehicle Code Section Mendocino County Sheriff's County Sheriff'	ons 21055 and 21056. office Policy 316 - Deputy Resp	oonse to Calls.	
Training Requirements			
	s C Driver's License and have	successfully completed the En	nergency Vehicle Operations
Fiscal Impact			
Quantity Possessed / Requested 1	Estimated Total Purchase Cost \$259,635.01	Estimated Annual Maintenance Cost \$10,000	Expected Service Life 20 Years
Equipment Funding Source(s)	t Supplies & Service / Partially	<u>-1</u>	20 10013
J. Caudillo #1191	08/14/25	M. Kendall	08/14/25
Prepared By	Date	Reviewed By	Date
Sheriff's Lieutenant	· · · · · · · · · · · · · · · · · · ·	Sheriff	
Title		Title	

Request for Acquisition	on of Equipm	ent 🔲 Eq	uipment Available	e for Use	/Possessed	
Manufacturer Product In	formation					
Manufacturer Lenco Armored Vehicles	Mod	-	l la ava d	Туре	D	
		4WD Off Road	Opgrade	Armored	Rescue Vehicle	
Equipment Description	<u> </u>	·				· · · · · · · · · · · · · · · · · · ·
Armored Rescue and Tactica	l Vehicle					
Equipment Capabilities						
Armor Protection. Armor Pan						
road capable. Capable of dep flooding. Capable of civilian re				high wate	r fording during lo	calized
		oncotor occinar				
Purpose of Equipment						
Used in response to critical in				escue citiz	zens, improve scei	ne
containment, stabilization and	d assist in resol	ving critical inci	dents.			
Authorized Equipment U	lse					
Use shall only be authorized		mmander or SV	/AT Commander, ba	sed on the	e specific circumsta	ances of a
given critical incident or even	ι.					
Legal and Procedural Ru	ıles Governin	ıg Use				
California Vehicle Code Secti	ons 21055 and	21056.	·			
Mendocino County Sheriff's C	Office Policy 316	6 - Deputy Resp	onse to Calls.			
Training Requirements						
Driver(s) must posess a Class	s C Driver's Lie	once and have	eucoesfully complet	tod the Em	acraency Vehicle (Inorations
Training Course.	S C Driver S Lic	ense and nave	successiully comple	iea ine En	iergency venicie (perations
Fiscal Impact Quantity Possessed / Requested	Estimated Total Pu	ırchase Cost	Estimated Annual Mainte	nance Cost	Expected Service Life	
1/1	\$460,000		\$3,000		20 years	
Equipment Funding Source(s)						
Asset Forfeiture						
						.e.
Lt. J. Caudillo #1191		08/26/25	M. Kendall			08/26/25
Prepared By		Date	Reviewed By			Date
Sheriff's Lieutenant			Sheriff			
Title			Title			

Mendocino County Sheriff's Office Annual Military Equipment Report

Military Equipment Type

Vehicles Manufacturer Names / Models / Type

Summary of Complaints or Concerns:

No complaints or concerns.

61. Freightliner MT 55 Class 6 Van 62. Freightliner Road Rescue Type III

63. Lenco Armored Vehicles Bearcat Armored Rescue Vehicle

Request for Acquisition of Equipment

64. Lenco Armored Vehicles G3 4WD Off Road Upgrade Armored Rescue Vehicle

ORDINANCE SUMMARY

UNCODIFIED ORDINANCE TO ADOPT THE MENDOCINO COUNTY SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY PURSUANT TO AB 481

This uncodified ordinance approves and renews the Mendocino County Sheriff's Office Military Equipment Policy, which shall be added to the Mendocino County Sheriff's Office Policy Manual.



Mendocino County Board of Supervisors

Agenda Summary

Item #: 3h)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: October 21, 2025

Department Contact: Cherie Johnson Phone: 707-234-6600 Brandy Dalzell Phone: 707-234-6600 **Department Contact:**

Time Allocated for Item: N/A Item Type: Consent Agenda

Agenda Title:

Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 0715 (Health Benefits), Add 1.0 FTE, Senior Administrative Analyst \$88,046.40 - \$107,036.80/Annually; Delete 1.0 FTE, (Position No. 4399) Principal Administrative Analyst \$96,865.60 - \$117,748.80/Annually

Recommended Action/Motion:

Adopt Resolution amending the Position Allocation Table as follows: budget unit 0715 (Health Benefits), add 1.0 FTE. Senior Administrative Analyst \$88.046.40 - \$107.036.80/annually: delete 1.0 FTE. (Position No. 4399) Principal Administrative Analyst \$96,865.60 - \$117,748.80/annually; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

On June 24, 2025, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2025-2026 Budget, Resolution Number 25-111.

Summary of Request:

The Human Resources Department is charged, as part of the overall maintenance of the classification and compensation plan, to evaluate current classifications, create new classifications (including appropriate salary levels), reclassify positions, examine requests for salary grade adjustments, analyze allocations, and make recommendations for additions, modifications, and corrections.

On behalf of the Executive Office Health Benefits Division, Human Resources requests the addition of 1.0 FTE Senior Administrative Analyst and the deletion of 1.0 FTE, Principal Administrative Analyst position number 4399 from budget unit 0715. Position number 4399, Principal Administrative Analyst, was recently vacated through the Voluntary Separation Incentive Program, and the Health Benefits Division will no longer fill this classification. The request of 1.0 FTE for Senior Administrative Analyst is to alleviate a currently dual-filled Senior Administrative Analyst position (PN 4737).

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

Item #: 3h)

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget Unit 0715

current f/y cost: Savings of \$42,148 (includes cost of benefits); **budget clarification**: Department to work with fiscal.

annual recurring cost: Savings of \$64,461 (includes cost of benefits);

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes **CEO Comments:**

FOR COB USE ONLY

Final Status: Item Status Executed By: Deputy Clerk Date: Date Executed Executed Item Type: item

Number:

RESOLUTION NO. 25-____

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 25-111 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the affected department(s) or agencies have agreed to incorporate the below position(s) within their existing fiscal year budgets; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
Amend Po	osition Allocation Table for Budget	Unit 0715		
Add 1.0 FTE	Senior Administrative Analyst	3522	631 - Unrep	\$42.33 - \$51.46
Delete (PN	N 4399) Principal Administrative Analyst	4191	631 - Unrep	\$46.57 - \$56.61

The effective date of this Resolution shall be October 26, 2025, to coincide with the beginning of Pay Period 23-25.

The foregoing Resolution introduced and carried this 21st day of October 2025, by	• • •
AYES: NOES: ABSENT:	
WHEREUPON, the Chair declared sa	id Resolution adopted and SO ORDERED.
ATTEST: DARCIE ANTLE Clerk of the Board	JOHN HASCHAK, Chair Mendocino County Board of Supervisors
Deputy APPROVED AS TO FORM:	I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.
CHARLOTTE SCOTT County Counsel	BY: DARCIE ANTLE Clerk of the Board
	Deputy



Mendocino County Board of Supervisors

Agenda Summary

Item #: 3i)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: October 21, 2025

Department Contact:Cherie JohnsonPhone:707-234-6600Department Contact:Brandy DalzellPhone:707-234-6600

Item Type: Consent Agenda Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Authorizing the Destruction of Duplicate Records in the Human Resources Department

Recommended Action/Motion:

Adopt Resolution authorizing the Human Resources Department to securely destroy physical records related to employment authorization that have been accurately digitized and preserved in accordance with U.S. Citizenship and Immigration Services (USCIS) 8 CFR Section 274 a.2 (2) applicable federal regulations, and the County's records retention policies.

Previous Board/Board Committee Actions:

None.

Summary of Request:

U.S. Citizenship and Immigration Services (USCIS) requires retention of form I-9 for a period of three (3) years after the date of hire or one (1) year after the date of termination, whichever is later. USCIS authorizes electronic storage of form I-9 and allows the destruction of the original paper form after it has been securely stored in electronic format.

Human Resources has digitized all current employee I-9 forms into the MUNIS System.

This resolution authorizes the secure destruction of physical records that have been digitized, including future files of all new hires, or amended I-9 forms as of the date of the corresponding resolution, reducing storage needs, improving efficiency, and ensuring compliance with USCIS and related regulations.

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

Item #: 3i)

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: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item

Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DESTRUCTION OF CERTAIN DUPLICATE RECORDS IN THE HUMAN RESOURCES OFFICE

WHEREAS, the U.S. citizenship and Immigration Services (USCIS) establishes specific requirement for the retention of records related to form I-9; and

WHEREAS, electronic storage form I-9 is governed under 8 CFR §274a.2(e)-(g)

WHEREAS, California Government Code Sections 60203 and 26205.1 authorizes a legislative body to authorize a county officer having custody of nonjudicial public records to destroy said records if the records are reproduced and stored electronically in accordance with legal standards as provided herein; and

WHEREAS, California Government Code Section 25105 provides authority for the board of supervisors to authorize the use of photographs, microphotographs, electronic data processing records, optical disks, or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document; and

WHEREAS, pursuant to this authority, Human Resources commenced a scanning project to digitize and retain all form I-9's into the MUNIS system; and

WHEREAS, Human Resources seeks authorization to securely destroy the original physical documents that have been successfully digitized and preserved in accordance with California Government Code section 60203 (a) (1)-(3); and

WHEREAS, pursuant to the authority provided herein, every reproduction of an I-9 document made pursuant to this Resolution shall be deemed to be an original record, or certified copy of the destroyed original document; and

WHEREAS, by and through this Resolution, the Chief Executive Officer, or designee, shall be granted prospective authority to continue to destroy I-9 document files as they become electronically saved and stored in accordance with Gov. Code section 60203 (a) (1)-(3). Said authorization shall promote efficient use of County resources, reduce the need for physical storage and assist in creating a searchable database, while retaining information required by law, which is consistent with sound records management practices; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorizes Human Resources, or designee, to securely destroy physical records, as identified herein, that have been accurately and completely converted to digital format, in accordance with USCIS requirements, applicable federal and state regulations, and the organization's records retention policies.

The effective date of this Resolution shall be October 26, 2025, to coincide with the beginning of Pay Period 23-25.

•	g Resolution introduced by Sullist day of October 2025, by the	•	, and
AYES: NOES: ABSENT:			
WHEF	REUPON, the Chair declared sa	aid Resolution adopted and SO ORDERED.	
ATTEST:	DARCIE ANTLE Clerk of the Board	JOHN HASCHAK, Chair Mendocino County Board of Supervis	ors
Deputy APPROVED AS TO FORM: CHARLOTTE SCOTT County Counsel		I hereby certify that according to provisions of Government Code Sec 25103, delivery of this document been made. BY: DARCIE ANTLE Clerk of the Board	tion
		Deputy	



Mendocino County Board of Supervisors

Agenda Summary

Item #: 3j)

To: BOARD OF SUPERVISORS

From: Information Technology

Meeting Date: October 21, 2025

Department Contact:Alex LandPhone:707-234-6348Department Contact:Tony RakesPhone:707-234-6348

Item Type: Consent Agenda Time Allocated for Item: N/A

Agenda Title:

Approval of Agreement with Granicus, LLC, in the Amount of \$243,444 for the Purchase of Website Content Management System "OpenCities", Effective Upon Execution through June 30, 2030

Recommended Action/Motion:

Approve Agreement with Granicus, LLC, in the amount of \$243,444 for the purchase of Website Content Management Systems "OpenCities", effective upon execution through June 30, 2030; authorize the Chief Executive Officer or their designee to sign any future amendments to the Agreement that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None

Summary of Request:

This request is for the purchase of the OpenCities website CMS and hosting package, with five years of product maintenance and support. The current Mendocino County website, website hosting, and Content Management System (Vision internet) has reached the end of its product lifecycle, and this purchase is for its successor product. Purchase of OpenCities will enable the county to improve accessibility and greatly enhance the website experience for citizens.

Alternative Action/Motion:

Do not approve the agreement 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:

Item #: 3j)

source of funding: IT Reserve current f/y cost: \$27,251

budget clarification: Agreement is effective upon signing and extends through 06/30/26; then renews for an

additional 48-month period, through 06/30/30.

annual recurring cost: YR1 \$33,834, YR2 36,202.38, YR3 38,736.55, YR4 \$41,448.11, YR5 \$44,349.48

budgeted in current f/y (if no, please describe): No Available Enterprise Internal Service Fund balance will be utilized for this contract, and annual recurring costs will be included in the annual allocations established

for the program.

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes **CEO Comments:**

FOR COB USE ONLY

Executed By: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item

Number:



THIS IS NOT AN INVOICE

Order Form Prepared for Mendocino County CA

Granicus Proposal for Mendocino County CA

ORDER DETAILS

Prepared By: Vanessa Melgarejo

Phone:

Email: vanessa.melgarejo@granicus.com

 Order #:
 Q-481749

 Prepared On:
 11 Sep 2025

 Expires On:
 30 Sep 2025

ORDER TERMS

Currency: USD

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of

performance.)

Current Billing Term

End Date: 30 Jun 2026

Period of Performance: The Agreement will begin on date of signature and will continue through

the end of the then current billing term, and will continue for an additional

48 months thereafter.



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
govAccess for Traditional visionLive	0 Each	\$5,463.49
govAccess - Maintenance, Hosting, & Licensing Fee - Core	0 Each	\$14,121.00
	SUBTOTAL:	\$19,584.49

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Granicus Web - Content Migration for OpenCities (50 pages)	Upon Delivery	7 Each	\$7,560.00
Granicus Web - Intranet-Specialty services pack - Independent Subsite	Milestones - 40/30/30	1 Each	\$10,800.00
Government Experience Service Cloud Essentials - Set-up, Config, and Training	Milestones - 40/30/30	1 Each	\$4,263.00
Web Experience - Enhanced Package	Milestones - 40/30/30	1 Each	\$26,250.00
	*	SUBTOTAL:	\$48,873.00





New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Experience Service Cloud Essentials (Up to 10000 Unique Contacts)	Annual	1 Each	\$28,371.00
OpenCities Subsite License	Annual	1 Each	\$5,463.00
SUBTOTAL: \$33,834		\$33,834.00	

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages. Additional volume purchased will cover the period of 30 Sep 2025 - 30 Jun 2026 The additional volume and annual fees will be added to Mendocino County CA's standard subscription and will be included in the next renewal period.

Communications Cloud Tier:

0

CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

Available Service Credits	
Total Services Catalog Credits:	25



FUTURE YEAR PRICING

Callette or (a)	Period of Performance			
Solution(s)	Year 2	Year 3	Year 4	Year 5
Government Experience Service Cloud Essentials (Up to 10000 Unique Contacts)	\$30,356.97	\$32,481.96	\$34,755.70	\$37,188.60
OpenCities Subsite License	\$5,845.41	\$6,254.59	\$6,692.41	\$7,160.88
SUBTOTAL:	\$36,202.38	\$38,736.55	\$41,448.11	\$44,349.48
Total Services Catalog Credits:	25	25	25	25



PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE: : https://granicus.com/semiannual-updates/

PRODUCT DESCRIPTIONS

Solution	Description
Government Experience Service Cloud Essentials	The annual subscription edition is an outcome-focused solution that Increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes:
	Strategic Capabilities
	Designated Experience Partner
	o Extended LMS Training On-demand
	o Access to Services Catalog
	 Biannual CX Program Brief to Review Insights & Recommendations
	 Online Help Articles and Access to govCommunity
	Data Insights
	 Community Satisfaction and Performance Monitoring
	o Government Effectiveness Score
	o Digital Experience Score
	o Quality of Life Surveys
	o In-app Reporting and Dashboards
	Connected Technology
	o Service Web Portal
	o Forms and Workflows (up to 50)
	 Capabilities include: (1) Drag and drop form builder (2) display logic, calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 10GB file uploads and 1,000 web API calls per hour
	o Outbound Communications
	 Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target



Solution	Description
	audiences.
	o Ongoing security updates
	 Ongoing product updates and enhancements
	 Product accessibility maintained perpetually
	o 99.9% up-time guarantee
	o Technical Support Reporting (biannual)
	o Escalation & Care Process
	o Support Coverage & Response Time SLAs
	 Severity Level 1: System unavailable – 1 hour
	 Severity Level 2: Major system features unavailable, no user workaround – 4 hours
	 Severity Level 3: Major system features unavailable, user workaround available – 12 hours
	 Severity Level 4: Transactional issue, user workaround available - 24 hours
	A "Unique Contact" is an individual that provides either an email address, phone number, or both. Additional fees for exceeding contracted Unique Contact tier will automatically be applied in arrears and adjusted for goforward use at subscription renewal. Overages above 1M unique contacts are billed in increments of 100,000 Unique Contacts. * SMS/text messages only available for US and UK customers.
Granicus Web - Content	Content Migration Delivery:
Migration for OpenCities (50 pages)	Your web implementation project manager will guide you through the timeline and overall strategy. Once this is defined, the content migration team will work to deliver the content. At the end, you will receive:
	 Access to the CMS with all agreed pages moved over (to the best that accessibility compliance and CMS functionality/limitations allow) A recap document that details anything your team should know about what Granicus migrated as well as recommendations All content migrated in conformance with the WCAG 2.2 AA accessibility standard
	Client Responsibilities: - Completion of the Content Rationalization Workbook (CRW) (provided by Granicus) listing all pages classified as either 'Granicus to Migrate', 'Client to Migrate', or 'Do Not Migrate.' - Completion of a Proposed Site Map (if applicable) listing all pages in hierarchical order including all pages marked as 'Granicus to Migrate' and 'Client to Migrate.'



Solution	Description
	Identify an individual or team with the ability to clarify questions and promptly make decisions about migration questions What's IN scope? - Creation and migration of static content and assets on the pages identified for 'Granicus to Migrate' on the Proposed Site Map, as it currently exists on its listed source. - Migration of time-bound items (news articles, events, job listings, rfp/bid
	listings), only if identified and counted within the allotted scope. What's NOT in scope? - Anything within an iFrame or embedded HTML content - Interactive/dynamic content - Content not managed within the CMS - JavaScript, CSS, or other custom code - Interactive web forms and/or single-page applications - Written content within image/diagram - Content contained inside a PDF file - Documents and images on pages marked "Do Not Migrate"
	** This SKU cannot be used to migrate content from a non-Granicus hosted Intranet.
Granicus Web - Intranet- Specialty services pack - Independent Subsite	The Independent Subsite package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of layouts.
	This package includes:
	Professional Project Management
	Weekly / bi-weekly communication
	 Basic UX Consultation, which may include one (1) or more of the following:
	 One (1) site analytics report based on Google Analytics
	 One (1) homepage heatmap analytics visualization
	 One (1) internal stakeholder survey
	 One (1) modular homepage wireframe based on predefined building blocks
	o Information Architecture (IA) best practices review
	One (1) Basic Content Rationalization Package (optional)
	 Best practices review, one (1) hour session
	 Site scrape loaded into AIM framework document
	One (1) Visual Design Package



Solution	Description	
	o One (1) homepage design concept	
	o Interior page sample	
	Mobile version sample	
	 Up to three (3) rounds of design revisions 	
	Development/CMS Implementation	
	QA & Accessibility Report	
	** This package does not include content migration	
Government Experience Service Cloud Essentials - Set- up, Config, and Training	The Service Cloud Essentials edition offers a user-centered solution built on industry best practices and proven pre-configured layouts that enhance the user experience through an established configuration and UX process. This implementation is ideal for organizations with smaller teams seeking a balanced blend of strategic capabilities, data insights, and government-specific technology, particularly those that may not have the resources for a more complex implementation process.	
	This solution includes:	
	Stakeholder Kickoff and GXC Project Alignment	
	Program Management - Weekly / bi-weekly communication	
	Up to three (3) Email message templates	
	 Development/Implementation/component configuration, including: 	
	Forms and workflow	
	Community satisfaction and performance monitoring	
	Email and SMS communications	
	 Remote Training – Specific training agenda is flexible and includes up to 15 hours total delivered and up to 3-hour sessions across non- consecutive sessions 	
	Recommended schedule by platform module:	
	 Forms and workflow: Two (2) hours total – Up to 25 people 	
	 Customer satisfaction & performance monitoring: Ninety (90) minutes total – Up to ten (10) people 	
	Email and SMS communications: Ninety (90) minutes total – Up to (10) people	
	*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use. Wireless phone numbers can take 4-26 weeks to procure due to carrier provisioning. Carriers may enforce	



Solution	Description	
	blackout period(s) and can enforce restrictions at any time during which they will not accept new applications and can delay provisioning or halt sending. Failure of carrier response will not result in any adjustment and failure to comply with regulations may result in suspension of phone number.	
Web Experience - Enhanced Package	The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.	
	This package includes:	
	Professional Project Management	
	Weekly / bi-weekly communication	
	Basic UX Consultation, which may include one (1) or more of the following based on consultation with client:	
	One (1) site analytics report based on Google Analytics	
	One (1) homepage heatmap analytics visualization	
	One (1) internal stakeholder survey	
	One (1) Community survey export	
	 One (1) modular homepage wireframe based on predefined building blocks 	
	Information Architecture (IA) best practices review	
	One (1) Content Rationalization Package (basic)	
	Best practices review, one (1) hour session	
	Site scrape loaded into AIM framework document	
	One (1) Visual Design Package	
	One (1) homepage design concept	
	Interior page sample	
	Mobile version sample	
	Up to three (3) rounds of design revisions	
	Up to two (2) CX features	
	choose from Granicus library	
	Development/CMS Implementation	
	Content Migration - up to one hundred (100) pages	
	QA & Accessibility Report	



Solution	Description
	 Remote Training Delivered in three (3) non-consecutive sessions eight (8) hours total Up to ten (10) people
OpenCities Subsite License	This License is for a single subsite to be installed with an instance of
	OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more.
	Using our Subsite functionality, clients can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for you.
	 Use the full power of OpenCities modules to create functionally rich subsites
	Reduce maintenance costs
	 All sites benefit from ongoing Accessibility, Browser, Device and UI updates
	 Easily share content such as events in between sites, even if each site looks different
	 Setup password protected sites to deliver secure information to authenticated users.
	 Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements.
	Does not include implementation services



TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of
 quote Q-481749 dated 11 Sep 2025 are incorporated into this Purchase Order by reference and shall take
 precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Mendocino County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Billing Frequency Notes (Milestones 40/30/30): An initial payment equal to 40% of the total; a
 payment equal to 30% of the total upon homepage design approval, and; a payment equal
 to 30% of the total upon go-live.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the
 parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the
 parties are hereby void and of no force and effect.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage
 that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

For All Services Credits (including Service Catalog Credits and SimpleSupport):

Credits must be purchased prior to use and are allocated towards any services performed by Granicus included in the Service Credit portfolio for the number of credits indicated therein. Credits cannot be used towards software subscription purchases. Credits are consumed as Services are performed during the applicable period of performance and must be used during that period of performance or they will expire. If Client fails to use the credits within the period of performance due to factors outside of Granicus' control, Granicus will not be obligated to refund any credits and will be under no obligation to perform the Services.

IN WITNESS WHEREOF	CONTRACTOR/COMPANY NAME
DEPARTMENT FISCAL REVIEW:	CONTRACTOR/COMPANY NAME DocuSigned by:
DEPARTMENT HEAD	Jreg Eck 71FB6CB5D848403 E Greg Eck Senior Manager, Contracts
Date: 09/30/2025	Date: 10/6/2025
Budgeted: ⊠ Yes □ No	NAME AND ADDRESS OF CONTRACTOR:
Budget Unit: 0717	Granicus LLC
Line Item: 862227	PO Box 29650 Phoenix, AZ 85038-9650
Org/Object Code: ITSF/862227	1 1100111X, 7/2 00000 0000
Grant: Yes No Grant No.:N/A	
COUNTY OF MENDOCINO	By signing above, signatory warrants and
	represents that he/she executed this
By: JOHN HASCHAK, Chair	Agreement in his/her authorized capacity and
BOARD OF SUPERVISORS	that by his/her signature on this Agreement, he/she or the entity upon behalf of which
	he/she acted, executed this Agreement
Date:	
ATTEST:	COUNTY COUNSEL REVIEW:
DARCIE ANTLE, Clerk of said Board	APPROVED AS TO FORM: //
Ву:	APPROVED AS TO FORM.
Deputy	1 11 500
I hereby certify that according to the	COUNTY COUNSEL
provisions of Government Code section	COUNTY COUNCE
25103, delivery of this document has been	09/30/2025
made.	Date:
DARCIE ANTLE, Clerk of said Board	
By:	
Deputy	
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:
Danie Colore	= $()$
By:	Ву:
Risk Management	Deputy CEO or Designee
Date: 09/30/2025	Date: 09/30/2025
Signatory Authority: \$0-25,000 Department; \$25,001-50,000 F	Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed Mendocino County Business License: Valid Exempt Pursuant to MCC Section:	



BILLING INFORMATION

Billing Contact:	Katherine Waddington	Purchase Order Required?	[x] - No [] - Yes
Billing Address:	501 Low Gap Road, Rm 1440, Ukiah, CA 95482	PO Number: If PO required	N/A
Billing Email:	InformationTechnology@mendocinocounty.gov	Billing Phone:	707-234-6348

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-481749 dated 11 Sep 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Mendocino	County CA
Signature:	Tonglan
Name:	Tony Rakes
Title:	Deputy CEO
Date:	09/30/2025



Mendocino County Board of Supervisors

Agenda Summary

Item #: 3k)

To: BOARD OF SUPERVISORS

From: Library

Meeting Date: October 21, 2025

Department Contact:Mellisa HannumPhone:707-882-3114Department Contact:Barb ChapmanPhone:707-367-8216

Item Type: Consent Agenda Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Authorizing the Library 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

Recommended Action/Motion:

Adopt Resolution authorizing the Library 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 authorize Chair to sign same.

Previous Board/Board Committee Actions:

Adopted Resolution for Cultural Services Agency Director to accept donations on March 1, 2022; item 3ab.

Summary of Request:

Libraries are the recipients of generous donations from patrons and visitors. The Library budgets for a certain amount of donations annually and includes that in their operating budgets. There may also be larger donations towards specific goals or projects or to be deposited in one of the library endowment accounts. The Resolution formalizes the process of accepting donations which will benefit the Library on behalf of the Board of Supervisors.

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: www.mendolibrary.org

Fiscal Details:

Item #: 3k)

source of funding: Donations current f/y cost: Revenue of \$5,000

budget clarification: Estimated donations this fiscal year

annual recurring cost: N/A

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

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes **CEO Comments:**

FOR COB USE ONLY

Final Status: Item Status Executed By: Deputy Clerk Date: Date Executed Executed Item Type: item

Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS TO ALLOW THE LIBRARY DIRECTOR OR DESIGNEES TO ACCEPT DONATIONS

WHEREAS, Libraries all over the Country accept donations from visitors in order to supplement their budgets; and

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, the Mendocino County Branch Libraries are beloved in their communities; and

WHEREAS, Libraries bring communities together creating welcoming and inclusive spaces; and

WHEREAS, Libraries are constantly transforming and expanding their services to meet the needs of the communities they serve; and

WHEREAS, visitors to the Library branches frequently wish to make donations towards the purchasing of books, materials, programming, equipment, and capital improvements.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors

- 1. Authorizes the Mendocino County Library Director or designees, to accept, on behalf of the Board of Supervisors any gift, bequest, devise, or donation, made to or in favor of the Mendocino County Library without further approval by the Board of Supervisors.
- 2. The Library 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.
- 3. For gifts, bequests, devises, or donations valued at \$100,000 or more, the Library Director shall notify each Board office of such gifts, bequests, devises, or donations immediately upon receipt.
- 4. In accounting for or inventorying any such gifts, bequests, or devises, the Library 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."

	foregoing Resolution introducarried this day of		ervisor , seconded by Supervisor the following vote:
AYES NOES ABSE	S:		
WHE	REUPON, the Chair declared	d said Resolu	tion adopted and SO ORDERED.
ATTEST:	DARCIE ANTLE Clerk of the Board	Mend I her provis 2510	N HASCHAK, Chair locino County Board of Supervisors eby certify that according to the sions of Government Code Section 3, delivery of this document has
	D AS TO FORM: TE E. SCOTT Insel	BY:	made. DARCIE ANTLE Clerk of the Board
		Depu	ty



Mendocino County Board of Supervisors

Agenda Summary

Item #: 31)

To: BOARD OF SUPERVISORS

From: Library

Meeting Date: October 21, 2025

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

Time Allocated for Item: N/A Item Type: Consent Agenda

Agenda Title:

Approval of Grant Application for U.S. Department of Agriculture Community Facilities Direct Loan & Grant Program in the Amount of \$50,000 with Matching Library Capital Investment Funds of Approximately \$550,000 to Fund Purchase of New Hybrid Freightliner Library Bookmobile to Serve Residents of Rural Mendocino County

Recommended Action/Motion:

Approve grant application for U.S. Department of Agriculture Community Facilities Direct Loan & Grant Program in the amount of \$50,000 with matching library capital investment funds of approximately \$550,000 to fund purchase of new hybrid freightliner library Bookmobile to serve residents of rural Mendocino County.

Previous Board/Board Committee Actions:

The BOS regularly approves library grant applications.

Summary of Request:

The U.S. Department of Agriculture (USDA) Community Facilities Direct Loan & Grant program provides funding to assist in developing essential community facilities in rural areas. The estimated cost of a new Bookmobile is at least \$600,000, and the grant would be \$50,000, if awarded.

There are six County Library branches in our county of 3,878 square miles with many rural, tribal, and lowincome areas taking 45 minutes to 1 hour to drive to the nearest library branch on our winding roads. In addition to providing library access to residents who have limited ability to travel to the library, the Bookmobile also brings library materials to rural schools and tribes which may not have their own libraries.

The Bookmobile has six main routes with stops 1) serving Navarro, Comptche, Philo, and Boonville; 2) serving from Manchester to Gualala; 3) serving Hopland, Redwood Valley, Potter Valley; 4) serving Laytonville, Leggett and Piercy; 5) serving south of Fort Bragg, Caspar, and Mendocino; and 6) serving Westport, Albion, and Elk. The Bookmobile also regularly visits schools, nursing homes, senior centers, and special events. The Bookmobile and its staff provide a beloved service for County residents who don't live near local library branches.

Measure O provides most of the funds needed to purchase the Bookmobile with potential supplementation by

Item #: 31)

this grant. The same USDA grant helped to purchase the current Bookmobile thirteen years ago. Public surveys and meetings were held recently to allow for public preferences on specifications for the replacement bookmobile. After submission of the USDA application, another public meeting will be required.

Alternative Action/Motion:

Do not approve 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/visit/bookmobile

Fiscal Details:

source of funding: BU 1715 - Capital Investments - Library, and Grant

current f/y cost: \$600,000

budget clarification: Budgeted \$650,000 for additional costs **annual recurring cost:** \$20,000 in fuel costs and maintenance

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

revenue agreement: N/A

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

CEO Liaison: Executive Office

CEO Review: Yes CEO Comments:

FOR COB USE ONLY

Executed By: Deputy Clerk Final Status: Item Status

Date: Date Executed Executed Executed Item Type: item

Number:

OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application for	Federal Assista	nce SF-424				
* 1. Type of Submiss	sion:	* 2. Type of Application:	* If Revision, select appropriate letter(s):			
Preapplication		✓ New				
✓ Application			* Other (Specify):			
	rected Application	Revision				
* 3. Date Received:		Applicant Identifier:				
		MENDOCINO COUNTY	LIBRARY			
5a. Federal Entity Id	dentifier:		5b. Federal Award Identifier:			
,						
State Use Only:						
6. Date Received by	y State:	7. State Application I	Identifier:			
8. APPLICANT INF	FORMATION:					
* a. Legal Name:	COUNTY OF MEI	NDOCINO		\exists		
* b. Employer/Taxpayer Identification Number (EIN/TIN):						
946000520 120567672000						
d. Address:						
* Street1:	105 N. Main St.					
Street2:						
* City:	Ukiah					
County/Parish:	Mendocino					
* State:	California					
Province:						
* Country:			USA: UNITED STATES			
* Zip / Postal Code:	95482					
e. Organizational	Unit:					
Department Name:			Division Name:			
Mendocino Cou	ınty Library					
f. Name and conta	act information of po	erson to be contacted on ma	atters involving this application:			
Prefix: M	S.	* First Name	: Barbra	$\overline{1}$		
Middle Name: A.						
_	hapman			\neg		
Suffix:				_		
Title: Administra	ative Services Mar	nager				
Organizational Affilia	ation:					
Mendocino Cou						
* Telephone Numbe	er: 707-367-8216		Fax Number:			
* Email: chapma	anb@mendocinoco	ounty.gov				

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
County Government
Type of Applicant 2: Select Applicant Type:
County Government
Type of Applicant 3: Select Applicant Type:
* Other (specify):
N/A
* 10. Name of Federal Agency:
USDA Rural Development
11. Catalog of Federal Domestic Assistance Number:
10.766
CFDA Title:
Community Facilities
* 12. Funding Opportunity Number:
7 CFR Part 3570
* Title:
Community Facilities Direct Loan & Grant Program
13. Competition Identification Number:
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.): Anderson Valley, Navarro, Boonvile, Philo, Manchester, Leggett, Laytonville,
Mendocino County Piercy, Caspar, Hopland, Redwood Valley, Potter Valley, Elk, Albion, Westport, Gualala.
* 15. Descriptive Title of Applicant's Project:
New Hybrid Freightliner Bookmobile to Serve Rural Mendocino County
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424									
16. Congressional Districts Of:									
* a. Applicant 2nd District * b. Program/Project 2nd District									
Attach an additional list of Program/Project Congressional Districts if needed.									
17. Proposed I	Project:								
* a. Start Date:	1/1/26				*	b. End Dat	e: 1/31/2	27	
18. Estimated	Funding (\$):								
* a. Federal		\$ 50,000.00							
* b. Applicant		\$ 550,000.00							
* c. State									
* d. Local		\$ 0.00							
* e. Other									
* f. Program Income									
* g. TOTAL \$50,000.00									
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?									
a. This application was made available to the State under the Executive Order 12372 Process for review on									
✓ b. Program is subject to E.O. 12372 but has not been selected by the State for review.									
c. Program is not covered by E.O. 12372.									
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)									
☐ Yes ✓ No									
If "Yes", provide explanation and attach									
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.									
Authorized Re	presentative:								
Prefix:	Ms.	* First l	Name:	Mellisa	a				
Middle Name:									
* Last Name:	Hannum								
Suffix:									
* Title: Li	brary Director								
* Telephone Nu	mber: 707-882-3114				Fax Number:				
* Email: hann	umm@mendocinocounty	r.gov							
* Signature of Authorized Representative: * Date Signed:									

OMB Number: 4040-0006 Expiration Date: 01/31/2019

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

SECTION A - BUDGET SUMMARY	Cata		\$ (200000 s) \$ (200000 minus) \$ (2000000 minus) \$ (200000 minus) \$ (2000000 minus) \$ (200000 minus) \$ (20000				000009 \$ 00005 \$ 00005 \$ 00005
	ram or	Activity (a)	1. Community Facilities	2	ri ri	4	5. Totals

Standard Form 424A (Rev. 7- 97) Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

					·
6. Object Class Categories	(1)	(2)	GRAIN TROGRAM, TONCHOIN ON ACTIVITY	(4)	(5)
	New Hybrid Freightliner Bookmobile to Serve Rural Mendocino County				
a. Personnel	49	\$	₩	\$	\$
b. Fringe Benefits					0
c. Travel					0
d. Equipment	000,000				600,000
e. Supplies					0
f. Contractual					0
g. Construction					0
h. Other					0
i. Total Direct Charges (sum of 6a-6h)	000,000	0	0	0	\$ 600,000
j. Indirect Charges					0 \$
k. TOTALS (sum of 6i and 6j)	\$ (600,000	0	0 \$	0 \$	\$ 600,000
7. Program Income	•	•	₩	49	9
	A	Authorized for Local Reproduction	roduction	Star Prescribed by OM	Standard Form 424A (Rev. 7- 97) Prescribed by OMB (Circular A -102) Page 1A

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Authorized for Local Reproduction

Prescribed by OMB (Circular A -102) Page 2

Standard Form 424A (Rev. 7- 97)

APPLICANT'S FEASIBILITY REPORT

1. Existing Facility. Briefly describe what facilities you currently have or how service is currently provided.

Our current Bookmobile is a 13 year old freightliner hybrid that is nearing the end of useful life. It was recently in the repair shop for eight weeks, and they were unable to repair the hybrid mechanism, so it is not functioning as a hybrid. When the Bookmobile in non-operative, we take a different county vehicle to deliver holds and pick up book returns. When this happens, patrons miss being able browse the Bookmobile collection to select items for checkout from the Bookmobile. It also causes additional wear on the outreach van which will contribute to shortening the lifespan of that vehicle. We are hoping that the Bookmobile will last until we are able to purchase the replacement.

2. **Proposed Facility.** Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

The Bookmobile we will purchase would be a new 32 foot (overall length) hybrid freightliner truck, will have a generator to provide lighting, circulation computer electricity, HVAC for winter heating and cooling. It will have a pass through entry from the cab to the public service area, two staff workstations, book shelves. An ADA lift gate will provide access to those who can't climb the stairs, as well as the ability to transport carts carrying books onto and off of the truck for staff safety. It will have cart anchors, and a mobile hotspot for patron and staff Wi-Fi access. An awning will be attached on the exterior for special events, and a microwave and small refrigerator would be included for staff who are out on the Bookmobile all day. The procurement process includes hiring a consultant to help us list all the specifications, and the posting a public RFP according to our County's policies. The County Board of Supervisors will need to approve the vendor's contract.

3. **Need for the Facility.** Indicate why the proposed facility is needed.

The new Bookmobile is needed to serve our County outside the local areas of our library branches. We have six library branches in our county of 3,878 square miles, and many rural, tribal, and low income areas can take up to 45 minutes to 1 hour to get to the nearest library branch on our long windy roads. The overall poverty level of Mendocino County is 15.2% according to Healthy Mendocino (healthymendocino.org). The Bookmobile provides library access to residents who have limited ability to travel to the library and brings library materials to rural schools and tribes as well as to community special events throughout the County.

4. Service Area. Indicate what area the proposed facility will serve and, if known, the population or number of families served.

The Bookmobile has six main routes with stops 1) serving Navarro, Comptche, Philo, and Boonville; 2) serving from Manchester to Gualala; 3) serving Hopland, Redwood Valley, Potter Valley; 4) serving Laytonville, Leggett and Piercy; 5) serving south of Fort Bragg, Caspar, and Mendocino; and 6) serving Westport, Albion, and Elk. The Bookmobile also regularly visits schools, nursing homes, and senior centers.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D. C. 20250; and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D. C. 20503.

Please DO NOT RETURN this form to this address. Forward to the local USDA office only.



Mendocino County Board of Supervisors

Agenda Summary

Item #: 3m)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: October 21, 2025

707-463-7761 **Department Contact:** DeDe Parker Phone: **Department Contact:** Phone: 707-463-7733 Megan Van Sant

Item Type: Consent Agenda Time Allocated for Item: N/A

Agenda Title:

Approval of First Amendment to BOS Agreement 24-122 with Adventist Health Ukiah Valley in the Amount of \$100,000, for a New Total of \$250,000, to Provide Street Medicine Program Services to Unhoused, Unsheltered Medi-Cal Members in the Ukiah Valley Area Who Are Enrolled in Partnership HealthPlan of California, Effective Upon Signing through June 30, 2027

Recommended Action/Motion:

Approve first amendment to BOS Agreement 24-122 with Adventist Health Ukiah Valley in the amount of \$100,000, for a new total of \$250,000, to provide street medicine services to unhoused, unsheltered Medi-Cal members in the Ukiah Valley area who are enrolled in Partnership HealthPlan of California, effective upon signing through June 30, 2027; authorize the Social Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:

Agreement #24-122 approved by Board of Supervisors on July 9, 2024.

Summary of Request:

The Federal Government approved the State of California's Home and Community Based Plan, to allow for a variety of programs administered by the Medicaid program, including the Housing and Homelessness Incentive Program (HHIP). HHIP is intended to improve health outcomes and access to services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of the HHIP program are to reduce and prevent homelessness and to ensure that Medi-Cal managed care plans, including Partnership HealthPlan of California (PHC), develop the necessary capacity and partnerships to connect members to needed housing services.

The proposed Agreement with Adventist Health Ukiah Valley is funded through Mendocino County's allocation of HHIP funding from PHC. Through the amended Agreement, Adventist Health Ukiah Valley will comply with all HHIP rules and regulations while providing a Street Medicine Program to unhoused, unsheltered Medi-Cal members enrolled in PHC. The primary goal of this Agreement is to support interdisciplinary outreach to unhoused, unsheltered community members, with clear and direct linkages to primary care and communitybased programs that can assist with housing navigation and homelessness-related services.

Alternative Action/Motion:

Item #: 3m)

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: N/A

Fiscal Details:

source of funding: Housing and Homelessness Incentive Program (HHIP)

current f/y cost: \$100,000 budget clarification: N/A annual recurring cost: N/A

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

revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes **CEO Comments:**

FOR COB USE ONLY

Final Status: Item Status Executed By: Deputy Clerk Date: Date Executed Executed Item Type: item

Number:

BC	S AGREEMENT N	10
	AMENDMENT #1	
	Original Agraement	BOS 24 122

FIRST AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. BOS-24-122

This First Amendment to Agreement No. BOS-24-122 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **UKIAH ADVENTIST HOSPITAL**, a California nonprofit religious corporation, **d.b.a. ADVENTIST HEALTH UKIAH VALLEY**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, the parties entered into Agreement No. BOS-24-122 effective July 9, 2024 (the "Agreement"); and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2026 to June 30, 2027; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$100,000 from \$150,000 to \$250,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit A, Definition of Services, and the Exhibit B, Payment Terms, to include one (1) full time Master of Social Work.

NOW, THEREFORE, we agree as follows:

- 1. The termination date set out in the Agreement is hereby extended from June 30, 2026 to June 30, 2027.
- 2. The total contracted amount set out in the Agreement is hereby increased by \$100,000 from \$150,000 to \$250,000.
- 3. The Exhibit A, Definition of Services, set out in the Agreement is hereby altered and a new Exhibit A-1 is attached herein. Any referral to Exhibit A in the Agreement shall now reference Exhibit A-1.
- 4. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B-1 is attached herein. Any referral to Exhibit B in the Agreement shall now reference Exhibit B-1.

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

IN WITNESS WHEREOF	
DEPARTMENT FISCAL REVIEW:	CONTRACTOR/COMPANY NAME
By: I aneever el	By: PRichard Riter
DeNeese Parker, Social Services Director	Jeff Mock, Treasurer- Richard Riter, Treasure
Date: 9 25 25	Date: <u>09/23/2025</u>
Budgeted: Yes	NAME AND ADDRESS OF CONTRACTOR:
Budget Unit: 0446 Line Item: 86-2189	Ukiah Adventist Hospital, d.b.a.
Org/Object Code: VRHHIP	Adventist Health Ukiah Valley
Grant: Yes	275 Hospital Drive
Grant No.: BOS-23-013	<u>Ukiah, CA 95482</u> 707-995-5752
	BuchhoMC@ah.org
COUNTY OF MENDOCINO	By signing above, signatory warrants and
Const to Make the State State	represents that he/she executed this Agreement in
By: JOHN HASCHAK, Chair	his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity
BOARD OF SUPERVISORS	upon behalf of which he/she acted, executed this
	Agreement
Date:	
ATTEST:	COUNTY COUNSEL REVIEW:
DARCIE ANTLE, Clerk of said Board	APPROVED AS TO FORM:
By: Deputy	
Deputy	By Charlotte Scott
I hereby certify that according to the provisions of	COUNTY COUNSEL
Government Code section 25103, delivery of this	
document has been made.	Date: 09/19/2025
DARCIE ANTLE, Clerk of said Board	
By:	
Deputy	
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:
Darcie, antes	Nava Ker
By:	By: Deptity CEO or Designee
Risk Management	Deputy CEO of Designee
Date: 09/19/2025	Date: 09/19/2025
Signatory Authority: \$0-25,000 Department; \$25,001- 50,	000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB# Mendocino County Business License: Valid	26-26
Exempt Pursuant to MCC Section: Located within city lim	nits in Mendocino County

EXHIBIT A-1

DEFINITION OF SERVICES

Overview

- A. The State of California submitted, and the federal government approved, a Home and Community Based Plan to allow for a variety of programs administered by the Medicaid program, including the Housing and Homelessness Incentive Program ("HHIP"). HHIP is intended to improve health outcomes and access to services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of HHIP are to reduce and prevent homelessness and to ensure that Medi-Cal managed care plans, including Partnership HealthPlan of California, develop the necessary capacity and partnerships to connect their members to needed housing services.
- B. This Agreement is funded through COUNTY's allocation of HHIP funding from Partnership HealthPlan of California (the "**Grant**"). As such, CONTRACTOR must comply with all rules and regulations of the Grant.
- II. CONTRACTOR shall perform the "Services" as follows:
 - A. Provide a Street Medicine Program ("**SM Services**") to unhoused, unsheltered Medi-Cal members enrolled in Partnership HealthPlan of California ("**Patients**"). SM Services shall include:
 - Interdisciplinary outreach including medical coordination, wound care, medication administration, review, and instruction, as well as health education.
 - A Registered Nurse ("RN") made available to facilitate care to Patients in coordination with the Street Medicine Interdisciplinary Team.
 - 3. A Master of Social Work ("MSW") made available to facilitate weekly case conferences with the Street Medicine Interdisciplinary Team.
 - 4. Patient references to primary care and community-based programs that can assist with housing navigation and homelessness-related services.
 - B. Provide SM Services in Ukiah, California initially. CONTRACTOR shall use best efforts to expand SM Services to other areas in Mendocino County within the first year of this Agreement, provided CONTRACTOR has sufficient staffing and availability to do so.
 - C. Provide SM Services a minimum of forty (40) hours per month.

- D. Make available a Care Management Coordinator, nonclinical staff support for data collection, operations, and reporting, which include but are not limited to the following data elements to support the Grant funding requirements:
 - 1. Number of unduplicated Patients served per month.
 - 2. Number of encounters completed per month for the SM Services.
 - 3. Number of total referrals to housing resources. Referral report will include the names of referred Patients, dates of referral services, and the specific housing resources Patients were referred to.
- E. Ensure grant funds are not used for SM Services currently reimbursable under Medi-Cal.
- F. CONTRACTOR agrees to refrain from distributing any items to patients other than medically required apparel or durable medical equipment ("DME").

III. COUNTY shall:

- A. Provide HMIS Lead staff as trainers and support for the collection of data required for reporting purposes.
- B. Provide payment based on invoices/reports submitted by CONTRACTOR, and the attached Budget (Exhibit B).
- C. Appoint a representative of the Social Services Department to act as a liaison with the CONTRACTOR for HHIP-related services.
- D. Provide project monitoring as required by the Grant.

IV. Mutual Obligations:

A. Concurrent with the execution of this Agreement, CONTRACTOR and COUNTY agree to enter into the Business Associate Agreement attached hereto as **Exhibit E**: The Business Associate Agreement is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-91 and related regulations (45 CFR Parts 160, 162, and 164)) and Health Information Technology for Economic and Clinical Health Act (HITECH), including all applicable rules and regulations issued by the U.S. Department of Health and Human Services. The parties agree that Protected Health Information may be used or disclosed only in accordance with this Agreement, the Business Associate Agreement and applicable provisions of HIPAA and HITECH. The parties further agree to take such action as is necessary to amend this Agreement and the Business Associate Agreement from time to time as is necessary to comply with the applicable requirements of any applicable provisions of HIPAA and HITECH. If any conflict exists between this

Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall govern.

[END OF DEFINITION OF SERVICES]

EXHIBIT B-1

PAYMENT TERMS

I. COUNTY, through Grant, will pay CONTRACTOR the following compensation to offset expenses associated with the Services:

Α	PERSONNEL SALARIES AND BENEFITS:	\$225,943.83
	Wages and benefits (37%) of Street Medicine personnel that are	9
	not billable to Medi-Cal including:	
	• RN (.50 FTE)	
	 Care Management Coordinator (nonclinical staff support 	
	for data collection, operations, and reporting) (.20 FTE)	
	MSW (1FTE)	
В	OPERATING EXPENSES: Outreach supplies, equipment,	\$9,000.00
	telecommunications	
С	TRAVEL EXPENSES: Mileage	\$1,419.80
D	OTHER COSTS:	\$0
E	INDIRECT COSTS: Grant Management. Not to exceed 10% of	Estimated
	modified direct costs, and not to extend the overall total of the	\$13,636.36
	Agreement over \$250,000.	A 33 - 3330
CO	NTRACT TOTAL	\$250,000.00

- II. Submission of claims and reports will comply as follows:
 - A. CONTRACTOR will submit quarterly invoices to:

Program Administrator or Designee Social Services – Special Projects Team 747 S. State Street Ukiah, CA 95482

- B. Original receipts and invoices for actual costs will need to be provided for reimbursement.
- C. Invoices submitted greater than ninety (90) days from end of relevant quarter 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 will 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 preapproval email from COUNTY's Program Administrator or designee.
- F. Services and payments under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) for the term of this Agreement.

[END OF PAYMENT TERMS]



Mendocino County **Board of Supervisors**

Agenda Summary

Item #: 3n)

To: BOARD OF SUPERVISORS

From: Solid Waste

Meeting Date: October 21, 2025

Department Contact: Howard Dashiell Phone: 707-463-4363 **Department Contact:** Amber Fisette Phone: 707-463-4363

Time Allocated for Item: N/A Item Type: Consent Agenda

Agenda Title:

Adoption of Resolution Approving Agreement (Department of Transportation Agreement Number 250037), with Routeware, Inc., for a Recyclist Software Three-Year Program Subscription in the Amount of \$71,731.54, for the Term of May 1, 2026, through April 30, 2029 (Countywide)

Recommended Action/Motion:

Adopt Resolution approving Agreement (Department of Transportation Agreement Number 250037), with Routeware, Inc., for a Recyclist Software three-year program subscription in the amount of \$71,731.54, for the term of May 1, 2026, through April 30, 2029 (Countywide); and authorize Chair to sign same.

Previous Board/Board Committee Actions:

By Resolution Number (No.) 22-250 (December 13, 2022), the Board of Supervisors (BOS) approved BOS Agreement No. 22-305 / Department of Transportation (DOT) Agreement No. 220038 with Citizen Communications, LLC, dba Recyclist, for solid waste tracking and reporting software implementation, threeyear program subscription, and technical support, in the amount of \$72,203, for a term of thirty-six months.

Summary of Request:

Senate Bill (SB) 1383 represents the largest and most prescriptive waste management legislative update in the last 30 years. CalRecycle, as the regulatory authority under this law, adopted regulations requiring local jurisdictions to implement specific actions and programs necessary to achieve the statewide organic waste Successful compliance with SB 1383 requires a significant and coordinated effort reduction targets. countywide. Due to the numerous actions and programs required to be implemented by jurisdictions under SB 1383, the County of Mendocino currently uses Recyclist Software to track compliance progress and meet reporting requirements. The County first implemented Recyclist Software in 2023 and the company has since been purchased by Routeware, Inc.

DOT Agreement Number (No.) 250037 provides for a renewed three-year subscription to Recyclist Software to assist the County in meeting its solid waste mandates, including SB 1383. Recyclist meets the County's implementation record requirement by tracking and producing reports on the following SB 1383 requirements: organic waste collection service, edible food recovery, waiver issuance and verification, education and outreach efforts, County procurement of recycled-content paper and recycled organic waste products, inspection and enforcement, and contamination minimization. Additionally, Recyclist tracks compliance with Assembly Bill (AB) 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organics

Item #: 3n)

Recycling) and converts raw data to reports in a format compliant with the CalRecycle electronic annual report (EAR) requirements.

DOT has received a grant award from CalRecycle which is expected to cover the entire cost of the next threeyear subscription and has budgeted accordingly. DOT recommends and respectfully requests the BOS approve DOT Agreement No. 250037, with Routeware, Inc., for a solid waste tracking and reporting software three-year program subscription in the amount of \$71,731.54, for the term of May 1, 2026, through April 30, 2029.

Alternative Action/Motion:

Do not approve Agreement and provide 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: CalRecycle Grant (BU 4510) current f/y cost: \$71,731.54 - Grant, \$0 County Match

budget clarification: County will be invoiced up front for a three-year subscription in order to be eligible for

reimbursement by CalRecycle grant.

annual recurring cost: \$0

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: Deputy Clerk Final Status: Item Status Date: Date Executed Executed Item Type: item

Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 250037, WITH ROUTEWARE, INC., FOR A RECYCLIST SOFTWARE THREE-YEAR PROGRAM SUBSCRIPTION, IN THE AMOUNT OF \$71,731.54, FOR THE TERM OF MAY 1, 2026, THROUGH APRIL 30, 2029 (COUNTYWIDE)

WHEREAS, Senate Bill (SB) 1383 represents the largest and most prescriptive waste management legislative update in the last 30 years; and

WHEREAS, successful compliance with SB 1383 requires a significant and coordinated effort countywide; and

WHEREAS, due to the numerous actions and programs required to be implemented by jurisdictions under SB 1383, the County of Mendocino currently uses Recyclist Software to track compliance progress and meet reporting requirements; and

WHEREAS, Recyclist's Program Tracker meets all the record-keeping and reporting requirements of SB 1383, Assembly Bill (AB) 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organics Recycling); and

WHEREAS, Department of Transportation (DOT) Agreement Number (No.) 250037 provides for an additional three-year program subscription from May 1, 2026, through April 30, 2029; and

WHEREAS, DOT has received grant funds from CalRecycle which are anticipated to cover the entire three-year subscription cost and has budgeted accordingly.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby:

//

1. Approves DOT Agreement No. 250037, with Routeware, Inc., for a Recyclist Software Three-Year Program Subscription in the amount of \$71,731.54, for the term of May 1, 2026, through April 30, 2029; and

	uthorizes and directs the C greement on behalf of Mendo	Chair of the Board of Supervisors to execute said cino County.	
	foregoing Resolution introdu carried this day of	ced by Supervisor , seconded by Supervisor , 2025, by the following vote:	
AYES NOE: ABSE	S:		
WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.			
ATTEST:	DARCIE ANTLE Clerk of the Board	JOHN HASCHAK, Chair Mendocino County Board of Supervisors	
Deputy		I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.	
_	D AS TO FORM: TE E. SCOTT unsel	BY: DARCIE ANTLE Clerk of the Board	
		Deputy	

Q-12761 County of Mendocino



DOT Agreement 250037 BOS Agreement _____

QUOTE NUMBER Q-12761

Routeware, Inc. 16525 SW 72nd Ave. Portland, OR 97224 Order Q-12761
Good Through: Jan 31 2026
Payment Terms: Net 30
Term 36 MONTH

Ship To
Amber Fisette
County of Mendocino
340 Lake Mendocino Dr
Ukiah, California 95482
United States
fisettea@mendocinocounty.gov

Bill To County of Mendocino 340 Lake Mendocino Dr Ukiah, California 95482 United States

Salesperson	Phone	Email
James Wilson		james.wilson@routeware.com

Statement of Confidentiality & Non-Disclosure

The parties acknowledge that Mendocino County is a government entity and subject to the Federal Freedom of Information Act and the California Public Records Act. Notwithstanding anything contained herein to the contrary, the County shall not be responsible to Routeware for any disclosure of Confidential Information pursuant to the Act(s) or pursuant to any laws, rules, regulations, instructions or other legal requirement.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

QUOTE NUMBER Q-12761

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Program Tracker	YEAR	1	\$21671.10	\$21671.16

SUBSCRIPTIONS TOTAL (USD): \$21,671.16

Payment Terms -

The Software Fee Effective Service Date for this Order will be 2026-05-01.

Customer will receive an invoice prior to April 1, 2026 for all services listed herein, for the entire thirty-six (36) month term.

When Applicable, invoices for Recurring Subscriptions shall be issued annually in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive anniversary thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

The Recurring Subscription Fee, as detailed herein, represents the annual cost of the first twelve (12) months of the Term. Customer agrees to pay up-front for the entirety of the Subscription Fees for the thirty-six (36) month Term, with an annual Subscription increase not to exceed ten percent (10%) for each year after the first, as follows:

Year 1 (May 1, 2026 to Apr 30, 2027): USD \$21,671.16 Year 2 (May 1, 2027 to Apr 30, 2028): USD \$23,838.28 Year 3 (May 1, 2028 to Apr 30, 2029): USD \$26,222.10

Subscription Total: USD \$71,731.54

Any changes or additions to products or services may require an additional quote or Change Order.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the Routeware Master Sales and License Agreement (MSLA), attached, along with any applicable supplemental terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order will be deemed acceptance of such terms.

https://www.routeware.com/Clients/ Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware. Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

County of Mendocino

Signature:		Date:	
Name (Print):	<u></u>	Title:	
Purchase Order Details:			
Purchase Order number:			
Issuance of Purchase Order ("PC required prior to Order execution."		Order Form by Custo	omer. Receipt of complete and accurate PO is
Routeware, Inc,	and Affiliates	Date:	September 12, 2025
Name (Print):	ROBERT G NELSON	Title:	VP, Finance
Please sign and email to Route	ware Customer Success Team at customer	success@routeware	e.com
FOR INTERNAL USE ONLY Reviewed By:			

IN WITNESS WHEREOF	
DEPARTMENT FISCAL REVIEW:	CONTRACTOR/COMPANY NAME
By: Howard N. Dashiel	By:Signed by:
HOWARD N. DASHIELL, Director TRANSPORTATION	SIGNATURE ROBERT G NELSON
Date: Sep 15, 2025	NAME AND ADDRESS OF CONTRACTOR:
Budgeted: ☒ Yes ☐ No	
Budget Unit: 4510	Routeware Inc
Line Item: 862227	16525 SW 72 nd Ave
Org/Object Code: SW	
Grant: X Yes ☐ No	Portland, OR 97224
Grant No.: OWR4-22-0300	
COUNTY OF MENDOCINO	By signing above, signatory warrants and represents that he/she executed this Agreement in
By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS	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
Date:	Agreement
ATTEST: DARCIE ANTLE, Clerk of said Board	COUNTY COUNSEL REVIEW:
Ву:	APPROVED AS TO FORM:
Deputy I hereby certify that according to the provisions of Government Code section 25103, delivery of this	By: COUNTY COUNSEL
document has been made.	Date: 09/02/2025
DARCIE ANTLE, Clerk of said Board	Date
By:	
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:
By: Risk Management	By:
Date: 09/02/2025	Date: 09/02/2025
Signatory Authority: \$0-25,000 Department; \$25,001-50,00 Exception to Bid Process Required/Completed Mendocino County Business License: Valid Exempt Pursuant to MCC Section:	00 Purchasing Agent; \$50,001+ Board of Supervisors

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ROUTEWARE, INC. MASTER SALES AND LICENSE AGREEMENT

1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Company" Routeware, Inc. and its subsidiaries.

"Company Content" means any Intellectual Property created, acquired, or licensed by Company and included in the Company Platform and/or the Services, other than Customer Content.

"Company Materials" means the Company Platform, the Company Content, the Company Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company in connection with the Services or otherwise comprise or relate to the Services, the Company Platform or the Company Systems. For the avoidance of doubt, Company Materials do not include Customer Content.

"Company Platform" means Company's mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that Company provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Confidential Information" has the meaning set forth in Section 10.

"Data Sets" mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.

"Designated Computer System" means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.

"Dispute" has the meaning set forth in Section 10.11.

"Documentation" means user guides, user manuals, specifications, and other documentation provided by Company as such documentation may from time to time be amended or modified by Company.

"Effective Date" means the date of Customer Signature or issuance of Purchase Order and Acceptance of the MSLA.

"Fees" means the amounts due for all Products and Services under the Order.

"Hardware" means all items designated in the Order as "Hardware."

"License Period" means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or, if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date.

"MSLA" means this Master Sales and License Agreement.

"Order" means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.

"Products" means Hardware and Software.

"RMA" means Return Merchandise Authorization, as described for the evaluation process for malfunctioning equipment in Section 7.3.

"Services" means all items designated in the Order as "Services" and "Support."

"Software" means all items designated in the Order as "Software" or "Company Platform" and includes all Updates.

"Support" means all items designated as "Support" in the Order.

"Taxes" has the meaning set forth in Section 2.3.

"Third-Party Products" means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or "free" software.

"Third-Party Terms" has the meaning set forth in Section 4.

"Updates" are subsequent releases of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company's sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

2. GENERAL ORDERING PROCESS AND PAYMENT

- **2.1 Delivery.** Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.
- **2.2 Payment Terms.** Payments are invoiced and paid in accordance with the payment terms described in the Order.
- 2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.
- **2.4 Price Adjustment.** Annual pricing shall apply pursuant to those amounts listed by year in the Order. Should the Agreement extend beyond year three (3), on the anniversary of the Effective Date, Company may, upon thirty calendar days' prior notice to Customer, prospectively increase any Fees.
- **2.5 Suspension of Services.** If any amount owed by Customer under this or any other agreement for Products or Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

3. SOFTWARE LICENSES; SUPPORT

- **3.1** License. Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customer's payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:
 - (a) To operate the Software, if any, Data Sets, if any, and Products, and use the Services for Customer's internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.
 - (b) To operate the Software, if any, on up to the number of trucks or users authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Software on hardware (including computers and peripherals) that is not sold or certified and approved by Company.

- (c) To use the Documentation in connection with the licenses described in this Section 3 subsections (a) and (b).
- (d) The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.
- **3.2 Period of License.** The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.
- **3.3** Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to):
 - (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);
 - (b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available
 - (i) through resellers or other distributors, or
 - (ii) as an application service provider, service bureau, or rental source;
 - (c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation;
 - (d) create modifications to or derivative works of the Software;
 - (e) reproduce the Software;
 - (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software;
 - (g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws;
 - (h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software;
 - (i) create any software that competes with the Software or provides substantially the same functions as the Software; or
 - (j) use the Software in a country other than as indicated in the Order. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users
 - (i) only as a commercial end item; and
 - (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

4. THIRD PARTY PRODUCTS. Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third-Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products

necessary for use in connection with the Products.

- 5. AUDITS. During the term of the Agreement and for a period of one (1) year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Software, and any hardware that contains Software). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than fifteen (15) days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment and, in addition, will:
 - (1) reimburse Company's reasonable and actual costs for that audit and
 - (2) be subject to legal remedies available to Company for Customer's breach of the Agreement.
- 6. **INTELLECTUAL PROPERTY RIGHTS.** Title to the Company Materials (excluding any Customer Content incorporated therein) shall at all times remain with Company or its third-party licensors as applicable. Customer acknowledges that the Services and the Company Materials are proprietary to Company and that all rights thereto are owned by Company or its third-party licensors as applicable. The Customer further acknowledges that the Company Materials contain trade secrets of Company and that the Company Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the Company Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Company Platform.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

- 7.1 Mutual. Each party represents and warrants to the other party that:
 - (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it;
 - (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party;
 - (c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and
 - (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

7.2 Hardware and Software Warranties.

- (a) Subject to the exceptions listed below in part (b), Company warrants:
 - (i) that the Hardware, if applicable, will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one (1) year from the date of initial shipment (the "Hardware Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to repair or support the applicable Hardware; and
 - (ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty") for a period of ninety (90) days from the date of delivery of the Software (the "Software Warranty Period"). Following the ninety (90) day Software Warranty Period all software performance issues are governed by the Service Level Agreement.
- (b) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective

Product within thirty (30) days of the written notice of the defective Product by the Customer, including, for Hardware, within 30 days after the receipt of the Hardware by Company from Customer and verification of the defect. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software and Company can terminate the Agreement. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, and Software Warranties do not apply to any defect or failure to operate that is attributable to:

- (i) Customer's misuse or abuse of or failure to maintain the Product;
- (ii) Customer's failure to operate the Product in accordance with the Documentation;
- (iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;
- (iv) any change made to the Product by Customer without Company's written approval;
- (v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;
- (vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;
- (vii) any material change in Customer's business or in the operating conditions under which the Product is used;
- (viii) translations; or
- (ix) Third-Party Products.
- 7.3 Return Merchandise Authorization. If Customer experiences the failure of any Customer-owned Hardware no longer covered under the Hardware Warranty, Customer may notify Technical Support to attempt to diagnose and resolve any issues via online and/or phone communication with the Customer. If the issue is not resolved, Customer will be forwarded an RMA Request Form with full instructions to complete and return the hardware to the Company's RMA Department for evaluation and verification of any malfunction. If hardware is not received by the RMA Department, or if Customer fails to respond to any subsequent questions or communications regarding the RMA within thirty (30) days, the RMA will be closed. A new RMA Request Form will be required should the Customer wish to pursue RMA evaluation in the future.

Once the hardware covered by the RMA is received by the RMA Department, the hardware will be evaluated, and Customer will be provided one or more of the following options:

- (a) No malfunction or issue detected. Device performed correctly and will be returned to Customer.
- (b) Issue confirmed. Cost estimate to repair will be provided to Customer. Upon Customer approval, device will be repaired, tested and returned to Customer.
- (c) Issue confirmed. Beyond repair, recommendation to replace at Customer cost will be provided. Device will be recycled by Company or returned unrepaired to Customer upon Customer decision.
- **7.4 Disclaimer**. THE WARRANTIES OF SECTION 7.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Company, at its sole expense, agrees to defend and indemnify Customer against any third party claim that Customer's use of the Products, as delivered by Company to Customer and used in accordance with this Agreement and the Documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, provided that: (i) Customer notifies Company in writing within thirty (30) days of the claim; (ii) Company has sole control of the defense and all related settlement

negotiations, as long as such settlement shall not include a financial obligation on Customer; and (iii) Customer provides Company with the information, assistance and authority to enable Company to perform Company's obligations under this Section. In any action based on claim of infringement, Company may, at its option and own expense and as its entire obligation to Customer with respect to such claims, either: (1) procure the right for Customer to continue using the Products in accordance with the provisions of this Agreement; (2) make such alterations, modifications or adjustments to the Products so that the infringing Product becomes non-infringing without incurring a material diminution in performance or function; (3) replace the Product with a non-infringing substantially similar substitute; or (4) if neither (1), (2), nor (3) can be achieved after the exercise of commercially reasonable efforts, either Party may terminate the Agreement for the affected Product and Company shall issue a refund to Customer for any prepaid but unused fees. Company shall have no liability or obligations for an infringement claim pursuant to this Section to the extent that it results from: (a) modifications to the Products made by a party other than Company, if the claim would not have occurred but for such modifications; (b) the combination, operation or use of the Products with non-Company equipment, devices, products or data, unless the claim would not have occurred but for the use of the Product in the combination, operation or use; (c) the use of an unsupported version of the Product; (d) use of the Product outside the scope of this Agreement or the documentation; (e) Company's use of any designs, plans, instructions, specifications, diagrams or the like, provided by Customer; or (f) Customer's failure to use all applicable enhancements and upgrades to the Products made available to Customer by Company, if the claim would not have occurred but for such failure. Nothing in this provision shall be construed as a limitation on Customer's ability to retain legal counsel at its own expense to monitor the proceedings.

- **8.2** Customer, at its sole expense, agrees to defend and indemnify Company against any third-party claim that the data provided by Customer to Company, directly infringes a third-party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret.
- **8.3 INDIRECT DAMAGES**. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.4 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.
- **8.5 ALLOCATION OF RISK.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. TERM AND TERMINATION

- **9.1 Term of Agreement**. The Agreement begins on the Effective Date and continues until April 30, 2029, or terminated pursuant to this Section 9 and Section 3.2.
- **9.2 Termination Rights**. The Agreement (including any of the Incorporated Agreements) may only be terminated as follows:
 - (a) by mutual, written agreement of the parties;
 - (b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;
 - (c) at the end of the last active License Period pursuant to Section 3.2;
 - (d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within sixty (60) days.
- **9.3 Effect of Termination**. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies:
 - (a) Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession;
 - (b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 5, 7.3, 8, 9.3, and 10 of the MSLA, and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PSA is an Incorporated Agreement) shall survive termination;
 - (c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and
 - (d) Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement.

10. CONFIDENTIAL INFORMATION; PUBLICITY

- 10.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 10 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within thirty (30) days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company Confidential Information. A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria:
 - (a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully;
 - (b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records;
 - (c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or
 - (d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality.

Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

- **10.2** Notwithstanding anything contained herein to the contrary, the parties acknowledge that if the Customer is a government entity and subject to the Federal Freedom of Information Act, the Customer shall not be responsible to the Vendor for any disclosure of Confidential Information pursuant to the Act or pursuant to official public records act laws, rules, regulations, instructions or other legal requirement.
- **10.3 Terms; Publicity.** The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows:
 - (a) with the prior written consent of the other party;
 - (b) as otherwise may be required by law or legal process;
 - (c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and
 - (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least ten (10) days' prior written notice of such disclosure.

Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

- **10.4 Independent Contractors.** The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.
- **10.5 Insurance**. Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.
- 10.6 Customer Responsibility. Customer is solely responsible under the Agreement for all actions of its officers, directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data. Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.
- 10.7 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than

the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

- **10.8** Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances:
 - (a) with the express written consent of the other party, which may not be unreasonably delayed or withheld;
 - (b) as part of a re-organization or restructuring;
 - (c) to the surviving entity of a merger transaction; or
 - (d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

A license transfer fee may be assessed by Company in the event of Customer acquisition/change in control.

- **10.9 Changes & Waivers.** Company reserves the right to change the terms and conditions of this Agreement at any time. It is Customer's responsibility to check these terms and conditions periodically for changes. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.
- **10.10 Governing Law.** The laws of the State of California, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary in this Section 10.10, no disputes between the parties shall be brought by either party in the state's small claims courts.

10.11 Dispute Resolution.

- (a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative dispute procedure as their initial recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with this dispute resolution procedure.
- (b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.
- (c) If the negotiations do not resolve the Dispute within thirty (30) business days of their commencement, then either party shall be free to pursue all legal and/or equitable rights and remedies as set forth in this Section 10.11 or by law.
- (d) Upon the written consent of both parties, the parties may elect to have any and all controversies, claims, or disputes arising out of this Agreement, including any breach of this Agreement, subject to binding arbitration under the Arbitration Rules set forth by the American Arbitration Association (the "Rules") and pursuant to California law. If the parties elect to proceed by way of arbitration, the place of arbitration shall be California, and California State law shall apply. The arbitrator shall have no authority to award any punitive, exemplary, special or consequential damages of any kind. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to

- dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law.
- (e) If one or more party does not consent to binding arbitration, the parties agree that any legal and/or equitable action pursued in relation to this Agreement shall be filed in the Mendocino County Superior Court, and shall be decided according to California law. Any such legal and/or equitable action may not be removed to any United States District Court.
- **10.12 Attorney Fees.** The prevailing party in any arbitration or litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney's fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.
- **10.13 Conflicts.** In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.
- **10.14 Notices.** Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 10.14. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.
- **10.15 Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.
- **10.16 Headings; Interpretation.** Headings are used in the Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.
- **10.17 Export Compliance.** The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied- party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.
- **10.18 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 10.19 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- **10.20 Integration.** This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document that conflict with the terms of the Agreement or the Order will have no effect and are hereby rejected.



Mendocino County Board of Supervisors

Agenda Summary

Item #: 30)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: October 21, 2025

Department Contact:Howard DashiellPhone:707-463-4363Department Contact:Jason WisePhone:707-463-4363

Item Type: Consent Agenda Time Allocated for Item: N/A

Agenda Title:

Adoption of Resolution Approving Memorandum of Agreement (Department of Transportation Agreement Number 250038) Between the Little River Airport Pilots Association and County of Mendocino, Regarding the Installation of a Ceilometer at Little River Airport (Little River Area)

Recommended Action/Motion:

Adopt the Resolution approving Memorandum of Agreement (Department of Transportation Agreement Number 250038) between the Little River Airport Pilots Association and County of Mendocino, regarding the installation of a ceilometer at Little River Airport (Little River Area); and authorize Chair to sign same.

Previous Board/Board Committee Actions:

None.

Summary of Request:

The County currently operates and maintains an Automated Weather Observation System (AWOS) at Little River Airport (LLR), which is maintained under contract by DBT Transportation Services (DBT). The Little River Airport Pilots Association (LLRPA) desires to upgrade the current AWOS II to an AWOS III by installing a ceilometer on the existing system. The FAA has approved this upgrade, which will be funded by the LLRPA. DBT has stated that the upgrade will not increase the cost of maintenance to the County.

Alternative Action/Motion:

Do not approve the MOA and provide direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: District 5

Vote Requirement: Majority

Supplemental Information Available Online At: n/a

Fiscal Details:

Item #: 30)

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: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes **CEO Comments:**

FOR COB USE ONLY

Final Status: Item Status Executed By: Deputy Clerk Date: Date Executed Executed Item Type: item

Number:

RESOLUTION NO. 25-

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 250038, MEMORANDUM OF AGREEMENT BETWEEN THE LITTLE RIVER AIRPORT PILOTS ASSOCIATION AND COUNTY OF MENDOCINO, REGARDING THE INSTALLATION OF A CEILOMETER AT LITTLE RIVER AIRPORT (LITTLE RIVER AREA)

WHEREAS, the County of Mendocino operates and maintains an Automated Weather Observation System (AWOS) at Little River Airport (LLR), maintained under contract by DBT Transportation Services (DBT); and

WHEREAS, the Little River Airport Pilot Association (LLRPA) desires to upgrade the existing AWOS II to an AWOS III by the addition of a ceilometer; and

WHEREAS, the upgrade from AWOS II to AWOS III will increase the amount of information provided by the weather reporting system, and therefore contribute to the safety of flight for pilots using LLR;

WHEREAS, the LLRPA will pay for the purchase and installation of the ceilometer; and

WHEREAS, installing the ceilometer will not increase the maintenance cost through DBT; and

WHEREAS, the Federal Aviation Administration (FAA) has authorized the installation of the ceilometer.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors

- Approves Department of Transportation Agreement Number 250038, Memorandum of Agreement Between the Little River Airport Pilots Association and the County of Mendocino; and

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	foregoing Resolution introducarried this day of		pervisor , seconded by Supervisor the following vote:
AYES NOES ABSE	S:		
WHE	REUPON, the Chair declared	l said Resolu	ition adopted and SO ORDERED.
ATTEST: Deputy	DARCIE ANTLE Clerk of the Board	Mend I her provis 2510	N HASCHAK, Chair locino County Board of Supervisors eby certify that according to the sions of Government Code Section 3, delivery of this document has
APPROVED AS TO FORM: CHARLOTTE E. SCOTT County Counsel		been BY:	made. DARCIE ANTLE Clerk of the Board
		Depu	ty

BOS	Agreement No.	
DOT	Agreement No.	250038

MEMORANDUM OF AGREEMENT

BETWEEN

MENDOCINO COUNTY

AND

LITTLE RIVER AIRPORT PILOTS ASSOCIATION

This Agreement is made by and between the County of Mendocino, a political subdivision of the State of California, hereinafter referred to as the County; and the Little River Airport Pilots Association, a nonprofit corporation formed for public benefit, hereinafter referred to as the LLRPA.

WHEREAS, in accordance with United States Code, Title 49, Subtitle VII, the Federal Aviation Administration, an agency of the United States government, hereinafter referred to as the FAA, has entered into an agreement with the County for the operation and maintenance of an Automated Weather Observing System (AWOS) at Little River Airport, a County-owned airport, hereinafter referred to as KLLR; and.

WHEREAS, the County has installed an AWOS at KLLR; and

WHEREAS, the County has entered into an agreement with DBT Transportation Services LLC, a limited liability company, to perform maintenance on the AWOS at KLLR; and

WHEREAS, the LLRPA wants to install a ceilometer on the AWOS at KLLR, which would convert the AWOS II to an AWOS III, increase the capabilities of the AWOS to report weather, and enhance the safety of pilots using KLLR; and

WHEREAS, the LLRPA is willing to pay DBT for the entire cost of purchasing and installing the ceilometer on the AWOS at KLLR; and,

WHEREAS, the FAA has authorized the installation of the ceilometer at KLLR; and

WHEREAS, installing the ceilometer will not increase the cost of the KLLR AWOS maintenance agreement between the County and DBT.

NOW, THEREFORE, in consideration of the premises and covenants and agreements contained herein, the said parties agree as follows:

1. PROVISIONS.

a. The County agrees to operate and perform routine maintenance on the AWOS and ceilometer in accordance with all FAA requirements, standards, and criteria governing such facility, including those requirements contained in Advisory Circular 150/5220-16, and the Sponsor's Operations and Maintenance Manual (OMM).

BOS Agreement No.	
DOT Agreement No.	

- b. The LLRPA shall be responsible for all initial equipment and installation costs.
- c. Should replacement of the ceilometer become necessary, the County does not warrant that it will pay for any or all costs of such replacement.
- 2. <u>INDEMNIFICATION</u>. To the extent permitted by law, the LLRPA agrees to indemnify and hold harmless the County, its officers, agents, and employees from all causes of action, suits, or claims arising out of the work performed under this MOU, and/or from all causes of action, suits, or claims arising out of the use and/or operation of the ceilometer. The County assumes no liability for any losses arising out of any action or inaction by the LLRPA, its employees, or contractors, or any third party acting on its behalf. In no event will the County be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.
- 3. TERMINATION. This Agreement may not be terminated by either party for the life of the equipment.

4. CORRESPONDENCE.

a. Correspondence to the Sponsor will be to:

Howard N. Dashiell, Director Mendocino County Department of Transportation 340 Lake Mendocino Drive Ukiah, CA 95482 (707)463-4363 Phone (707)463-5474 Fax

b. Correspondence to the LLRPA will be to:

Little River Airport Pilots Association 43001 Little River Airport Road Little River, CA 95456

- 5. <u>AMENDMENT</u>. Any amendment, modification, or change to this agreement shall be valid and effective only if it is in writing and only after it is executed by the representatives from both the County and the LLRPA.
- 6. <u>EFFECTIVE DATE</u>. This Agreement supersedes any previous agreements between the parties on the subject matter set forth and is effective upon the date of execution of this Agreement by the party last subscribing hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement the day and year first above written.

ATTEST: DARCIE ANTLE, Clerk of said Board By: Deputy I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made. DARCIE ANTLE, Clerk of said Board By: Deputy INSURANCE REVIEW: By: Risk Management COUNTY COUNSEL REVIEW: Deputy By: COUNTY COUNSEL APPROVED AS TO FORM: By: COUNTY COUNSEL By: COUNTY COUNSEL REVIEW: Date: Date: Date: Date: Deputy CECO or Designee	IN WITNESS WHEREOF	
HOWARD N. DASHIELL, Director TRANSPORTATION Date: 5cptcmbev 15, 2025 Budgeted: Yes No Budget Unit: 3060 Line Item: 2189 Org/Object Code: Grant: Yes No Grant No.: n/a COUNTY OF MENDOCINO By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS Date: ATTEST: DARCIE ANTLE, Clerk of said Board By: Deputy I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made. DARCIE ANTLE, Clerk of said Board By: Deputy INSURANCE REVIEW: By: Risk Management SIGNATURE JOHC JOHC JOHC JOHC JOHC JOHC JOHC JOHC	DEPARTMENT FISCAL REVIEW:	LITTLE RIVER AIRPORT PILOTS ASSOC.
HOWARD N. DASHIELL, Director TRANSPORTATION Date: Scptember 15, 2025 Budgeted: Yes No Budget Unit: 3060 Line Item: 2189 Org/Object Code: Grant: Yes No Grant No.: n/a COUNTY OF MENDOCINO By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS Date: ATTEST: DARCIE ANTLE, Clerk of said Board By: Deputy I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made. DARCIE ANTLE, Clerk of said Board By: Deputy INSURANCE REVIEW: By: Risk Management SIGNATURE JOHC JOHC JOHC JOHC JOHC JOHC JOHC JOHC	By: Hours N. Dassiel	By:
Date: Scot whee 16, 2015 Budgeted:	HOWARD N. DASHIELL, Director	SIGNATURE
Budgeted: Yes No Budget Unit: 3060 Line Item: 2189 Org/Object Code: Grant: Yes No Grant No.: n/a COUNTY OF MENDOCINO By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS Date: ATTEST: DARCIE ANTLE, Clerk of said Board By: Deputy I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made. DARCIE ANTLE, Clerk of said Board By: Deputy INSURANCE REVIEW: By: Risk Management NAME AND ADDRESS: Little River Airport Pilots Association 43001 Little River Airport Road 43001 Little River Airport Road Little River Airport Pilots Association 43001 Little River Airport Pilots Association Little River Airport Pilots Association 43001 Little River Airport Pilots Association Little River Airport Pilots Association 43001 Little River Airport Pilots Association Little River Airport Pilots Association 43001 Little River Airport Pilots Association Little River Airport Pilots Association 43001 Little River Airport Pilots Association Little River Airport Pilots Association 43001 Little River Airport Road 43001 Little River Airport Road Little River Airport Road Filot Pilots Association 43001 Little River Airport Road For Long Association Association 43001 Little River Airport Road For Long Association Little River Airport Road For Lo	TRANSPORTATION	Date: Q1123
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Budget Unit: 3060 Line Item: 2189 Org/Object Code: Grant:		NAME AND ADDRESS:
Line Item: 2189 Org/Object Code: Grant:		Little River Airport Pilots Association
Org/Object Code: Grant:		
Grant: Yes No Grant No.: n/a COUNTY OF MENDOCINO By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS Date: ATTEST: DARCIE ANTLE, Clerk of said Board By: Deputy I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made. DARCIE ANTLE, Clerk of said Board By: Deputy INSURANCE REVIEW: By: Risk Management Little River, CA 95456 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 By: COUNTY COUNSEL By: COUNTY COUNSEL By: Date: DAY 22/2025 EXECUTIVE OFFICE/FISCAL REVIEW: By: Deputy CEO or Designee		43001 Little River Airport Road
Grant No.: n/a COUNTY OF MENDOCINO By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS Date: ATTEST: DARCIE ANTLE, Clerk of said Board By: Deputy I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made. DARCIE ANTLE, Clerk of said Board By: Deputy INSURANCE REVIEW: By: Risk Management By: Deputy EXECUTIVE OFFICE/FISCAL REVIEW: Deputy COO or Designee		Little River CA 95456
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By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS Date: ATTEST: DARCIE ANTLE, Clerk of said Board By: Deputy I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made. DARCIE ANTLE, Clerk of said Board By: Deputy INSURANCE REVIEW: By: Risk Management ATTEST: COUNTY COUNSEL REVIEW: APPROVED AS TO FORM: By: Date: Date: Date: EXECUTIVE OFFICE/FISCAL REVIEW: By: Deputy CEO or Designee	Grant No.: n/a	
By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS Date: ATTEST: DARCIE ANTLE, Clerk of said Board By: Deputy I 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 APPROVED AS TO FORM: By: COUNTY COUNSEL Date: Date: Date: Date: Deputy INSURANCE REVIEW: By: Risk Management EXECUTIVE OFFICE/FISCAL REVIEW: By: Deputy CEO or Designee	COUNTY OF MENDOCINO	
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Date:	BOARD OF SUPERVISORS	
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