

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**

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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](#)

[10-21-25 Supervisor Williams 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 25-173](#)

- 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](#)  
[10-17-25 Reporte del CEO Octubre - Spanish](#)  
[10-17-25 CEO Report October - English Hyperlink](#)  
[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.*

Attachments: [10-20-25 Proposed Ukiah Annexation AdHoc Report](#)

**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](#)

**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 25-165](#)  
[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 25-168](#)

#### **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 25-169](#)

#### **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 25-166](#)  
[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 25-167](#)  
[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 25-168](#)  
[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 25-170](#)

## 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 25-169](#)  
[Resolution](#)

- 3l) **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.*

Attachments: [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: [Agreement 24-122-A1](#)

## 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.*

Attachments: [Resolution 25-170](#)  
[Agreement 25-171](#)  
[Resolution](#)

- 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 25-171](#)  
[Agreement 25-172](#)  
[Resolution](#)

## 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](http://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

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**Item #:** 4a)

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Action Taken**

Date: October 21, 2025





# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4b)

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**To:** BOARD OF SUPERVISORS

**From:** Supervisor Cline and Supervisor Norvell

**Meeting Date:** October 21, 2025

**Department Contact:** Supervisor Cline  
**Department Contact:** Supervisor Norvell

**Phone:** 707-463-4221  
**Phone:** 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 <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=>)

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 Dollars (\$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

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**Item #: 4b)**

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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 appropriate 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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:**

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**Item #: 4b)**

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[PG&E Potter Valley Project \(FERC Project No. 77\) Surrender Application and Decommissioning Plan Stakeholder Website <https://www.pottervalleysurrenderproceeding.com/?utm\\_source=chatgpt.com>](https://www.pottervalleysurrenderproceeding.com/?utm_source=chatgpt.com)  
[Our Shared Water - Inland Water & Power Commission of Mendocino County <https://mendoiwpc.com/our-shared-water/>](https://mendoiwpc.com/our-shared-water/)  
[Upper Russian River System Storage and Water Supply Reliability Study <https://watermanagement.ucdavis.edu/download\\_file/view\\_inline/722>](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>](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>](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>](https://www.lakecountyca.gov/1859/Lake-Pillsbury)  
[Eel River and the Potter Valley Project | Humboldt County, CA - Official Website <https://humboldt.gov.org/3460/Eel-River-and-the-Potter-Valley-Project>](https://humboldt.gov.org/3460/Eel-River-and-the-Potter-Valley-Project)  
[Sonoma Water - Eel-Russian Project Authority <https://www.sonomawater.org/pvp>](https://www.sonomawater.org/pvp)  
[Potter Valley Project | Cloverdale, CA - Official Website <https://www.cloverdale.net/623/Potter-Valley-Project>](https://www.cloverdale.net/623/Potter-Valley-Project)  
[Economic Impact Water Brief <https://www.mendofb.org/wp-content/uploads/2019/06/Eyler-Water-Storage-Impacts-Brief-121815-Final.pdf>](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/>](https://www.savepottervalleyproject.org/)  
[Lake Pillsbury Alliance <https://www.savelakepillsbury.org/>](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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Direction Given to Staff**

Date: October 21, 2025



## 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.

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

AYES:  
NOES:  
ABSENT:

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

\_\_\_\_\_  
Deputy

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

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_

\_\_\_\_\_  
Deputy

From: Supervisor Williams

Re: Item 4B 10/21/25

Date: 10/21/25

**RESOLUTION NO. 25-**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REAFFIRMING ITS SUPPORT FOR THE CO-EQUAL GOALS OF THE TWO BASIN SOLUTION AND THE WATER DIVERSION AGREEMENT FOR THE NEW EEL-RUSSIAN FACILITY**

WHEREAS, the County of Mendocino is charged with protecting and preserving the health and welfare of its citizens; and

WHEREAS, Pacific Gas and Electric Company (“PG&E”) holds a license for the Potter Valley Hydroelectric Project (“PVP”) administered by the Federal Energy Regulatory Commission (“FERC”); and

WHEREAS, for more than one hundred years, through its operations of the PVP, PG&E has stored water behind Scott Dam in Lake Pillsbury and diverted water from the Eel River into the Russian River Watershed via Cape Horn Dam; and

WHEREAS, PG&E’s operations of the PVP, including the impoundment of water behind Scott and Cape Horn Dams and the diversion of Eel River water into the Russian River Watershed, have had catastrophic effects on those, like the Round Valley Indian Tribes, who have relied on the Eel River and its resources, including its fisheries, as a way of life since time immemorial; and

WHEREAS, Eel River water diverted through the PVP into the Russian River Watershed formed the foundation for community development throughout Upper Russian River corridor in Mendocino County and other downstream communities on the Russian River; and

WHEREAS, PG&E has filed an application with FERC to surrender its license for the PVP, which would result in the decommissioning and removal of Scott and Cape Horn Dams (the “License Surrender Application”); and

WHEREAS, the County of Mendocino is a member agency, along with the City of Ukiah, Mendocino County Russian River Flood Control & Water Conservation Improvement District, Potter Valley Irrigation District, and Redwood Valley County Water District, of the Mendocino County Inland Water and Power Commission (“IWPC”); and

WHEREAS, IWPC is a member of the Eel-Russian Project Authority (“ERPA”), a Joint Exercise of Powers Authority whose governing board is represented by the County of Sonoma, IWPC, Round Valley Indian Tribes, and Sonoma County Water Agency; and

WHEREAS, IWPC and ERPA are signatories to the Water Diversion Agreement For New Eel-Russian Facility, executed by the Parties on July 16, 2025 (the “Water Diversion Agreement”); and

WHEREAS, ERPA proposes to construct, operate, and maintain the New Eel-Russian Facility (“NERF”) to divert water from the Eel River, at the site of and following the decommissioning and removal of Cape Horn Dam, on terms consistent with restoration of the native anadromous fisheries of the Eel River; and

WHEREAS, PG&E included reference to NERF in its draft decommissioning plan as part of its License Surrender Application; and

WHEREAS, prior to IWPC signing the Water Diversion Agreement, and as an IWPC member agency, the County of Mendocino approved the Water Diversion Agreement; and

WHEREAS, as a basis for entering the Water Diversion Agreement, the Parties acknowledge that Round Valley Indian Tribes “asserts federal water and fishing rights in the Eel River with a senior priority date of time immemorial[ and] understand that [Round Valley Indian Tribes’] forbearance of the exercise of their federal water and fishing rights during the term of the Water Lease, is consistent with [Round Valley Indian Tribes’] goal of holding all water rights in Eel River water that are necessary for river and fishery restoration and sustainability under the Two Basin Solution[] (WDA, p. 2); and

WHEREAS, those approving the Water Diversion Agreement entered the Agreement with the intention to implement the “co-equal goals for ... the Two Basin Solution: [] Improving fish migration, habitat, and water quality withing the Eel River with the objective of achieving naturally reproducing, self-sustaining, and harvestable native anadromous fish populations; and [] Maintaining material and continued water diversions from the Eel River through the existing Van Arsdale Diversion tunnel to the Russian River to support water supply reliability, fisheries, and water quality in the Russian River Basin” (WDA, p. 2); and

WHEREAS, those approving the Water Diversion Agreement explicitly acknowledged their joint intent to “advance the timely removal of Scott Dam and Cape Horn Dam through a cooperative approach with PG&E and interested entities from the Eel River and Russian River Basins” (Water Diversion Agreement, p. 2); and

WHEREAS, the Water Diversion Agreement provides for the continued diversion of Eel River water into the Russian River watershed according to a diversion schedule and when certain performance criteria are met; and

WHEREAS, as part of its consideration of PG&E’s License Surrender Application, FERC, as a federal agency, will have to assess the impacts of the removal of Scott and Cape Horn Dams, which analyses will also have to identify the impacts on the Eel River of the existing conditions and assess the impacts under a no action alternative should these dams remain; and

WHEREAS, the Mendocino County Board of Supervisors has consistently supported the IWPC with financial contributions, currently \$85,000 per year, and representation; and

WHEREAS, the Mendocino County Board of Supervisors recognizes and supports the continued work of IWPC and ERPA in developing long-term, sustainable strategies to protect and secure the regional water supplies of both the Eel and Russian River watersheds as part of

the Two Basin Solution, 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 concerns regarding the decommissioning of the PVP and calls on PG&E to account for and address the social and community impacts of water loss because of its responsibility to the communities that developed around its operations; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors acknowledges that communities along the Upper Russian River inside Mendocino County rely in significant part, if not entirely, on the diversion of Eel River water into the Russian River Watershed; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors recognizes the catastrophic effects PG&E's water storage and diversion operations have had on communities on the Eel River, including Round Valley Indian Tribes and its reliance on healthy and sustainable fisheries; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that, consistent with the Water Diversion Agreement, the Mendocino County Board of Supervisors supports PG&E's application to surrender its license with FERC and to decommission and remove Scott and Cape Horn Dams; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors finds that IWPC's efforts to implement the co-equal goals of the Two Basin Solution and the terms of the Water Diversion Agreement are the best path forward to secure a reliable water supply for Mendocino County as part of a shared water future between the Eel River and Russian River Watersheds; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors reaffirms the County of Mendocino's support for the two co-equal goals of the Two Basin Solution, IWPC, ERPA, and the Water Diversion Agreement.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4c)**

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**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

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**Item #: 4c)**

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**Alternative Action/Motion:**

Do not approve the appointment and Employment Agreement and direct staff

**Strategic Plan Priority Designation:** An Effective County Government

**Supervisory 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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-173



**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. DUTIES AND RESPONSIBILITIES:**

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

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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.

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A. Salary:

1. 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:

1. 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.

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2. 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.
  3. 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:

1. 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.
2. 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.

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- 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.
    - 1. 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.
    - 2. 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.
    - 3. 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.
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- 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.

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**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:**

See Page 8B  
DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted:  Yes  No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant:  Yes  No

Grant No.: \_\_\_\_\_

**EMPLOYEE**

By: *Glen Stephens*

Date: 10/10/2025

**NAME AND ADDRESS OF EMPLOYEE:**

GLEN E. STEPHENS

703 Graham Peak Dr

Bakersfield CA 93314

**COUNTY OF MENDOCINO/  
MENDOCINO COUNTY AIR  
QUALITY MANAGEMENT DISTRICT**

By: See Page 8B \_\_\_\_\_

John Haschak, Chair  
BOARD OF SUPERVISORS/  
AQMD DISTRICT BOARD

Date: \_\_\_\_\_

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: See Page 8B \_\_\_\_\_

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: See Page 8B \_\_\_\_\_

Deputy

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

Charlotte E. Scott,  
County Counsel

By: See Page 8B \_\_\_\_\_

Deputy

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: *Darcie Antle*  
DEPARTMENT HEAD

Date: **10/16/2025**

Budgeted: Yes  
Budget Unit: 0327, 3270  
Line Item: AQ  
Org/Object Code: AQ  
Grant: No  
Grant No.: N/A

**COUNTY OF MENDOCINO**

By: *John Haschak*  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 10/21/2025

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: *Amrap*  
Deputy 10/21/2025

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

DARCIE ANTLE, Clerk of said Board

By: *Amrap*  
Deputy 10/21/2025

**INSURANCE REVIEW:**

By: *Darcie Antle*  
Risk Management

Date: **10/16/2025**

**CONTRACTOR/COMPANY NAME**

By: See Page 8A  
SIGNATURE

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

Glen Stephens  
703 Graham Peak Drive  
Bakersfield, CA 93314

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: *Charlotte Scott*  
COUNTY COUNSEL

Date: **10/16/2025**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: *Sara Per*  
Deputy CEO or Designee

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



County of Mendocino  
**Air Pollution Control Officer**

<b>CLASS CODE</b>	2055	<b>SALARY</b>	\$55.64 - \$67.64 Hourly \$4,451.20 - \$5,411.20 Biweekly \$115,731.20 - \$140,691.20 Annually
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**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. 18-150, 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 7<sup>th</sup> day of May, 2024, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde and Williams  
NOES: None  
ABSENT: None

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

Maureen Mulheren  
MAUREEN MULHEREN, Chair  
Mendocino County Board of Supervisors

Araya  
Deputy

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

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

BY: DARCIE ANTLE  
Clerk of the Board

James R Ross

Araya  
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 24-074 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. 24-074 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
2. 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.



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.

<b>Years of Pay Service</b>	<b>Accrual Rate</b>	<b>Hours</b>	<b>Maximum Accruals</b>
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. Immediate Family

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
ECONOMIC DEVELOPMENT COORDINATOR	0009
EXECUTIVE DIVISION MANAGER	0247
HUMAN RESOURCES ANALYST I	0005
HUMAN RESOURCES ANALYST II	0038
HUMAN RESOURCES MANAGER	0173
PAYROLL MANAGER	0228
PRINCIPAL ADMINISTRATIVE ANALYST	0225
RISK ANALYST	0192
RISK MANAGER	0235
SHERIFF'S BUSINESS SERVICES OFFICER	0215
SHERIFF – CORONER ♦	7052
SENIOR ADMINISTRATIVE ANALYST	0012
SENIOR HR ANALYST	0006

SENIOR RISK ANALYST	0221
UNDERSHERIFF	7054
VETERINARIAN	4116

\*Denotes department head or executive employee

◆ Denotes elected official



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4d)

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**To:** BOARD OF SUPERVISORS

**From:** Planning and Building Services and County Counsel

**Meeting Date:** October 21, 2025

**Department Contact:** Richard Angley

**Phone:** 707-234-6650

**Department Contact:** Matthew Kiedrowski

**Phone:** 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.

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**Item #: 4d)**

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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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** N/A

**Fiscal Details:**

**source of funding:** N/A

**current f/y cost:** N/A

**budget clarification:** N/A

**annual recurring cost:** N/A

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

**revenue agreement:** N/A

**AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL:** Yes

**CEO Liaison:** Steve Dunncliff, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: October 21, 2025





# COUNTY OF MENDOCINO

## DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482

752 SOUTH FRANKLIN STREET · FORT BRAGG · CALIFORNIA · 95437

JULIA KROG, DIRECTOR

PHONE: 707-234-6650

FAX: 707-463-5709

FB PHONE: 707-964-5379

FB FAX: 707-961-2427

[pbs@mendocinocounty.org](mailto:pbs@mendocinocounty.org)

[www.mendocinocounty.org/pbs](http://www.mendocinocounty.org/pbs)

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## MEMORANDUM

**DATE:** OCTOBER 21, 2025

**TO:** HONORABLE BOARD OF SUPERVISORS

**FROM:** RICHARD ANGLE, CHIEF BUILDING OFFICIAL

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

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### 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

bibb requirement and adoption of appendices.

## **SUMMARY:**

Codes proposed for adoption and additional appendices are as follows:

### 2025 California Building Codes:

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

### California Building Code (“CBC”) Appendix Chapters:

- Appendix C (Group U - Agricultural Buildings)
- Appendix G (Flood-Resistant Construction)
- Appendix H (Signs)
- Appendix I (Patio Covers)

### California Residential Code (“CRC”) Appendix Chapters:

- Appendix BB (Tiny Houses)
- Appendix BF (Patio Covers)
- Appendix BG (Sound Transmission)
- Appendix BI (Light Straw-Clay Construction)
- Appendix BJ (Strawbale Construction)
- Appendix BO (Existing Building and Structures)
- Appendix CI (Swimming Pool Safety Act)

### California Electrical Code (“CEC”) Appendix Chapters:

- Annex H (Administration and Enforcement)

### California Plumbing Code (“CPC”) Appendix Chapters:

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

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

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

Prior to the adoption and enforcement of the Codes at the local level, State law permits jurisdictions to amend the Codes in certain circumstances. Pursuant to Sections 17958.5. and 17958.7 of the California Health and Safety Code, such amendments can only be enacted when an express finding and determination is made that such amendments are reasonably necessary because of local climatic, geological, topographical, or

environmental conditions that affect the jurisdiction. Amendments that are necessary for local administrative clarification and do not modify Building Standards as defined in Section 18909(c) of the California Health and Safety Code can be enacted without the required express finding and determination.

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

The proposed amendments are summarized as follows:

- 1) Administrative Amendments – Amendments to establish administrative regulations pertaining to the performance of plan check, the issuance of permits, the collection of fees, new definitions and other administrative standards.
- 2) Life Safety Amendments – Amendments related to standards related to structural design, egress standards, and limitation of building heights and/or building areas. At this time, staff is proposing carrying through amendments made to the 2022 California Building Code Vol. II, including but not limited to adding appendices related to signs and agricultural buildings.

### **Notable Proposed Amendments**

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

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

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

### **RECOMMENDED ACTION:**

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. \_\_\_\_\_

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

The Mendocino County Board of Supervisors ordain as follows:

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

**Sec. 18.04.025 - California Codes Adopted.**

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

- (A) CALIFORNIA ADMINISTRATIVE CODE, 2025 Edition, Part 1, as published by the International Code Council.
- (B) CALIFORNIA BUILDING CODE, 2025 Edition, Part 2, Volumes I and II, together with Appendix C (Group U - Agricultural Buildings); Appendix G (Flood Resistant Construction); Appendix H (Signs); and Appendix I (Patio Covers) as published by the International Code Conference subject to the changes and modifications set forth in Section 18.04.035 and other provisions of this Title.
- (C) CALIFORNIA RESIDENTIAL CODE, 2025 Edition, Part 2.5, together with Appendix BB (Tiny Houses); Appendix BF (Patio Covers); Appendix BG (Sound Transmission); Appendix BI (Light Straw-Clay Construction); Appendix BJ (Strawbale Construction); Appendix BO (Existing Building and Structures); and Appendix CI (Swimming Pool Safety Act), as published by the International Code Council, subject to the changes and modifications set forth in Section 18.04.040 and other provisions of this Title.
- (D) CALIFORNIA ELECTRICAL CODE, 2025 Edition, Part 3, together with Annex H (Administration and Enforcement) as published by the National Fire Protection Association subject to changes and modifications set forth in Section 18.04.045 and other provisions of this Title.
- (E) CALIFORNIA MECHANICAL CODE, 2025 Edition, Part 4, as published by the International Association of Plumbing and Mechanical Officials subject to the changes and modifications set forth in Section 18.04.050 and other provisions of this Title.

- (F) CALIFORNIA PLUMBING CODE, 2025 Edition, Part 5, together with Appendix A (Recommended Rules for Sizing the Water Supply System); Appendix B (Explanatory Notes on Combination Waste and Vent Systems); Appendix D (Sizing Storm Water Drainage Systems); Appendix I (Installation Standards); Appendix J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design), as published by the International Association of Plumbing and Mechanical Officials, subject to the changes and modifications set forth in Section 18.04.055 and other provisions of this Title.
- (G) CALIFORNIA ENERGY CODE, 2025 Edition, Part 6, as published by the International Code Council.
- (H) CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2025 Edition, Part 7, as published by the International Code Council.
- (I) CALIFORNIA HISTORICAL BUILDING CODE, 2025 EDITION, Part 8, as published by the International Code Council.
- (J) CALIFORNIA FIRE CODE, 2025 Edition, Part 9, as published by the International Code Council subject to changes and modifications set forth in Section 18.04.060 and other provisions of this Title.
- (K) CALIFORNIA EXISTING BUILDING CODE, 2025 edition, Part 10, as published by the International Code Council.
- (L) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 Edition, Part 11, as published by International Code Council.
- (M) CALIFORNIA REFERENCED STANDARDS CODE, 2025 Edition, Part 12, as published by the International Code Council.

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

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

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

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

**Sec. 18.04.035 - Modifications to California Building Code.**

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

Section 105.3.2 shall be amended to read as follows:

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

Section 105.5 shall be amended to read as follows:

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

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

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

Section 109.6 shall be amended to read as follows:

Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the

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

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

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

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

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

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

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

1. Nonilluminated signs painted on exterior surface of existing permitted or legal nonconforming buildings or structures.
2. Temporary signs announcing the sale or rent of property.
3. Signs erected by transportation authorities.
4. Projecting signs not exceeding 2.5 square feet (0.23 m<sup>2</sup>).
5. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.
6. Temporary signs on grade that are no higher than 7 feet in height above grade and no more than 32 square feet in size.

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

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

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

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

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

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

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

**Sec. 18.04.040 - Modifications to California Residential Code.**

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

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

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

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

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

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

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

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

Refunds.

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

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

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

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

**Sec. 18.04.045 - Modifications to California Electrical Code.**

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

Annex H, Section 80.15 Electrical Board is deleted.

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

- (E) Fees and Fee Refunds.
- (1) Any political subdivision that has been provided for electrical inspection in accordance with the provisions of Article 80 may establish fees that shall be paid by the applicant for a permit before the permit is issued.
  - (2) The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
  - (3) The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
  - (4) The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
  - (5) The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

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

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

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

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

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

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

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

Annex H, Section 80.27 Inspector Qualifications is deleted.

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

**Sec. 18.04.050 - Modifications to California Mechanical Code.**

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

Section 104.3.3 shall be amended to read as follows:

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

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

Section 104.4.3 shall be amended to read as follows:

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

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

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

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

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

#### Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

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

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

**Sec. 18.04.055 - Modifications to California Plumbing Code.**

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

Section 104.4.3 shall be amended to read as follows:

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

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

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

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

Section 104.5.3 shall be amended to read as follows:

**Fee Refunds.**

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

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

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 603.5.7 shall be amended to read as follows:

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

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

**Sec. 18.04.060 - Modifications to California Fire Code.**

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

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

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

**Section 9.** Findings

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

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

2. Mendocino County is made up of rugged coastal and inland mountains and foothills, with intermittent valleys. Surface soils in Mendocino County vary from expansive to alluvial fan material, both expansive. Expansive soils swell and shrink with variations in moisture content resulting in (1) differential "settlement" of structures, and (2) variations in surface storm water runoff. In addition, soft soils in combination with the presence of a high water table can cause liquefaction in some sites in the event of a major earthquake shaking.
3. The California Department of Forestry and Fire Protection has designated the majority of Mendocino County as being either a High Severity Zone or a Very High Severity Zone.
4. As provided by Section 16.09 of the 2025 edition of the California Building Code, Mendocino County has a basic wind speed of 93 miles per hour (3 second gust).
5. Rainfall generally occurs between October and April, but does not occur during the warm summer months, when temperatures can exceed 100 degrees in parts of the County. During the summer months, dry winds and vegetation mix to create a hazardous fuel condition, which causes grassland and brushland fires each year. Particularly during times of high temperatures and low humidity, a fire can move quickly through the County.

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

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

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

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

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

AYES:  
NOES:  
ABSENT:

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

ATTEST: Darcie Antle  
Clerk of the Board

\_\_\_\_\_  
Deputy

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT  
County Counsel

\_\_\_\_\_

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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

BY: Darcie Antle  
Clerk of the Board

\_\_\_\_\_  
Deputy

ORDINANCE NO. \_\_\_\_\_

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

The Mendocino County Board of Supervisors ordain as follows:

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

**Sec. 18.04.025 - California Codes Adopted.**

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

- (A) CALIFORNIA ADMINISTRATIVE CODE, ~~2022~~2025 Edition, Part 1, as published by the International Code Council.
- (B) CALIFORNIA BUILDING CODE, ~~2025~~ ~~2022~~ Edition, Part 2, Volumes I and II, together with Appendix C (~~Group U~~ - Agricultural Buildings); Appendix G (Flood Resistant Construction); Appendix H (Signs); and Appendix ~~(I)~~ (Patio Covers) as published by the International Code Conference subject to the changes and modifications set forth in Section 18.04.035 and other provisions of this Title.
- (C) CALIFORNIA RESIDENTIAL CODE, ~~2025~~ ~~2022~~ Edition, Part 2.5, together with ~~Appendix BB (Tiny Houses)~~; Appendix ~~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, ~~2025~~ ~~2022~~ Edition, Part 3, together with Annex H (Administration and Enforcement) as published by the National Fire Protection Association subject to changes and modifications set forth in Section 18.04.045 and other provisions of this Title.
- (E) CALIFORNIA MECHANICAL CODE, ~~2025~~ ~~2022~~ Edition, Part 4, as published by the International Association of Plumbing and Mechanical

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

- (F) CALIFORNIA PLUMBING CODE, ~~2025 2022~~ Edition, Part 5, together with Appendix A (Recommended Rules for Sizing the Water Supply System); Appendix B (Explanatory Notes on Combination Waste and Vent Systems); Appendix D (Sizing Storm Water Drainage Systems); Appendix I (Installation Standards); Appendix J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design), as published by the International Association of Plumbing and Mechanical Officials, subject to the changes and modifications set forth in Section 18.04.055 and other provisions of this Title.
- (G) CALIFORNIA ENERGY CODE, ~~2025 2022~~ Edition, Part 6, as published by the International Code Council.
- ~~(H) CALIFORNIA WILDLAND-URBAN INTERFACE CODE, 2025 Edition, Part 7, as published by the International Code Council.~~
- ~~(H)~~ CALIFORNIA HISTORICAL BUILDING CODE, ~~2025 2022~~ EDITION, Part 8, as published by the International Code Council.
- ~~(I)~~ CALIFORNIA FIRE CODE, ~~2025 2022~~ Edition, Part 9, as published by the International Code Council subject to changes and modifications set forth in Section 18.04.060 and other provisions of this Title.
- ~~(J)~~ CALIFORNIA EXISTING BUILDING CODE, ~~2025 2022~~ edition, Part 10, as published by the International Code Council.
- ~~(K)~~ CALIFORNIA GREEN BUILDING STANDARDS CODE, ~~2025 2022~~ Edition, Part 11, as published by International Code Council.
- ~~(L)~~ CALIFORNIA REFERENCED STANDARDS CODE, ~~2025 2022~~ Edition, Part 12, as published by the International Code Council.

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

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

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

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

**Sec. 18.04.035 - Modifications to California Building Code.**

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

Section 105.3.2 shall be amended to read as follows:

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

Section 105.5 shall be amended to read as follows:

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

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

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

Section 109.6 shall be amended to read as follows:

Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

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

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

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

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

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

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

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

1. Nonilluminated signs painted on exterior surface of existing permitted or legal nonconforming buildings or structures.
2. Temporary signs announcing the sale or rent of property.
3. Signs erected by transportation authorities.
4. Projecting signs not exceeding 2.5 square feet (0.23 m<sup>2</sup>).
5. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.
6. Temporary signs on grade that are no higher than 7 feet in height above grade and no more than 32 square feet in size.

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

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

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

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

Seismic load. Signs designed to withstand wind pressures shall be considered capable of withstanding earthquake loads, except as provided for in Chapter 16.

Exception: The Building Official may waive the engineering design requirements for signs if he/she finds that the signs will not create a hazard to private or public property due to the type, size, location or placement of the sign.

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

**Sec. 18.04.040 - Modifications to California Residential Code.**

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

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

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

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

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

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

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

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

Refunds.

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

2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

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

**Sec. 18.04.045 - Modifications to California Electrical Code.**

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

Annex H, Section 80.15 Electrical Board is deleted.

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

- (E) Fees and Fee Refunds.
- (1) Any political subdivision that has been provided for electrical inspection in accordance with the provisions of Article 80 may establish fees that shall be paid by the applicant for a permit before the permit is issued.
  - (2) The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
  - (3) The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
  - (4) The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
  - (5) The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

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

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

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

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

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

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

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

Annex H, Section 80.27 Inspector Qualifications is deleted.

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

**Sec. 18.04.050 - Modifications to California Mechanical Code.**

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

Section 104.3.3 shall be amended to read as follows:

Section 104.3.3 Time Limitation of Application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing, and demonstrate justifiable cause. The Building Official may grant one or more extensions in any time, for periods of not more than 180 calendar days each. Each extension required payment of a fee as established by the Board of Supervisors.

Section 104.4.3 shall be amended to read as follows:

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

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

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

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

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

#### Fee Refunds.

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

3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

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

**Sec. 18.04.055 - Modifications to California Plumbing Code.**

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

Section 104.4.3 shall be amended to read as follows:

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

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

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

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

Section 104.5.3 shall be amended to read as follows:

Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 603.5.7 shall be amended to read as follows:

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

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

**Sec. 18.04.060 - Modifications to California Fire Code.**

The California Fire Code, ~~2025~~ ~~2022~~-Edition, as adopted in Section 18.04.025(~~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:

1. Mendocino County is a rural coastal county in a high seismic zone, two known fault zones in the county are the Maacama Fault Zone located between Hopland and Laytonville; and active breaks along the San Andreas fault between Bolinas Bay (Marin County) and up to Point Delgada (Humboldt County).
2. Mendocino County is made up of rugged coastal and inland mountains and foothills, with intermittent valleys. Surface soils in Mendocino County vary from expansive to alluvial fan material, both expansive. Expansive soils swell and shrink with variations in moisture content resulting in (1) differential “settlement” of structures, and (2) variations in surface storm water runoff. In addition, soft soils in combination with the presence of a high water table can cause liquefaction in some sites in the event of a major earthquake shaking.
3. The California Department of Forestry and Fire Protection has designated the majority of Mendocino County as being either a High Severity Zone or a Very High Severity Zone.
4. As provided by Section 16.09 of the 2025 edition of the California Building Code, Mendocino County has a basic wind speed of 93 miles per hour (3 second gust).
5. Rainfall generally occurs between October and April, but does not occur during the warm summer months, when temperatures can exceed 100 degrees in parts of the County. During the summer months, dry winds and vegetation mix to create a hazardous fuel condition, which causes grassland and brushland fires each year. Particularly during times of high temperatures and low humidity, a fire can move quickly through the County.

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

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

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

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

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

AYES:  
 NOES:  
 ABSENT:

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

ATTEST: Darcie Antle  
Clerk of the Board

\_\_\_\_\_  
Deputy

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT  
County Counsel

\_\_\_\_\_

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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

BY: Darcie Antle  
Clerk of the Board

\_\_\_\_\_  
Deputy

## **ORDINANCE SUMMARY**

This Ordinance is making several updates, revisions, and additions to various chapters of Title 18 of the Mendocino County Code regarding Building Regulations. Chapter 18.04 is being amended by adopting by reference the 2025 editions of the California Building Standards Code, which is comprised of the following: (1) the California Administrative Code; (2) the California Building Code, Volumes 1 and 2; (3) the California Residential Code; (4) the California Electrical Code; (5) the California Mechanical Code; (6) the California Plumbing Code; (7) the California Energy Code; (8) the California Wildland-Urban Interface Code; (9) the California Historical Building Code; (10) the California Fire Code; (11) the California Existing Building Code; (12) the California Green Building Standards Code; and (13) the California Referenced Standards Code. These new editions of the Building Standards Code become effective statewide on January 1, 2026. Amendments to Chapter 18.04 will also make certain revisions to those codes to reflect local conditions and administrative practices, and will adopt non-required appendices related to agricultural buildings, flood resistant construction, signs, patio covers, existing buildings and structures, sound transmission, light straw-clay construction, strawbale construction, swimming pool safety act, recommended rules for sizing the water supply system, explanatory notes on combination waste and vent systems, sizing storm water drainage systems, installation standards, combination indoor & outdoor combustion and ventilation opening design, and the Ordinance will adopt local findings for those revisions as required by State law.

**BUILDING STANDARDS COMMISSION**

2525 Natomas Park Drive, Suite 130  
Sacramento, California 95833-2936  
(916) 263-0916 FAX (916) 263-0959

## **CALIFORNIA BUILDING STANDARDS COMMISSION INFORMATION BULLETIN 25-03**

**DATE:** September 22, 2025

**TO:** LOCAL BUILDING DEPARTMENTS  
STATE AGENCIES AND DEPARTMENTS  
CBSC INTERESTED PARTIES

**SUBJECT:** AB 130 (Chapter 22, Statutes of 2025) and Impact on Process for  
Local Amendments to Title 24, California Building Standards  
Code

The purpose of this information bulletin is to alert local building departments, state agencies and departments, and interested parties of new requirements in the California Health & Safety Code (HSC) relating to changes in laws governing the Title 24 building standard local amendment process.

### **Background**

[Budget trailer bill AB 130 \(Chapter 22, Statutes of 2025, see Sections 29-31 and 37-42 of the bill\)](#) became effective June 30, 2025, and enacted a moratorium on state and local building standards affecting residential units beginning October 1, 2025, and ending June 1, 2031. This bulletin seeks to provide local agencies guidance on these new laws now in effect.

### **Residential Units Not Defined**

The scope of the moratorium on residential building standards enacted by AB 130 encompasses “residential units,” which is currently not defined in statute and regulation. As such, the commission interprets this to mean all Residential Group R occupancies, as listed in Section 310 of the California Building Code (Part 2 of Title 24), as well as detached one- and two-family dwellings and townhouses, as listed in the California Residential Code (Part 2.5 of Title 24). Specifically, the residential Group R occupancies listed in Section 310 of the CBC would include Residential Groups R-1, R-2, R-2.1, R-2.2, R-3, R-3.1, and R-4.

## **6-year Moratorium on Local Amendments Affecting Residential Units**

AB 130 amends Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 relative to local amendments to Title 24, and prohibits cities and counties from making changes that are applicable to residential units, unless one of the following conditions is met:

(1) The changes or modifications are substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025.

*The commission interprets this to mean a local amendment applicable to residential units being carried forward from a previously filed ordinance (i.e., an ordinance amending the 2022 edition of Title 24) with no material change in regulatory effect to the existing standards.*

(2) The commission deems those changes or modifications necessary as emergency standards to protect health and safety.

*The commission interprets this to mean a local ordinance that has been adopted on an emergency and/or urgency basis in order to protect the health and safety of the regulated community, and necessitates an emergency/urgency finding or justification be included with the ordinance along with other findings required by state law.*

(3) The changes or modifications relate to home hardening.

*The term “home hardening” is not defined in statute or regulation. As such, the commission interprets this to mean local amendments to the California Wildland-Urban Interface Code (Part 7 of Title 24). For local amendments that pertain to home hardening outside of Part 7, the commission may review in consultation with the Office of the State Fire Marshal.*

(4) The building standards relate to home hardening and are proposed for adoption by a fire protection district pursuant to Section 13869.7.

*As a reminder, local amendments made by fire protection districts are required to be filed with the Department of Housing and Community Development (HCD), not the California Building Standards Commission. If such ordinances are submitted to the commission, they will be referred to HCD for consideration.*

(5) The changes or modifications are necessary to implement a local code amendment that is adopted to align with a general plan approved on or before June 10, 2025, and that permits mixed-fuel residential construction consistent with federal law while also incentivizing all-electric construction as part of an adopted greenhouse gas emissions reduction strategy.

*The commission strongly recommends local agencies include the following information in their filed ordinance:*

*1. Clearly identify the adopted greenhouse gas reduction strategy and general plan approved on or before June 10, 2025, and*

*2. Clearly explain how the ordinance incentivizes all-electric construction and complies with federal law in permitting mixed-fuel residential construction.*

The commission, in determining that a modification or change meets any of the criteria contained in paragraphs (1) through (5) above, may rely on a statement by the local agency to that effect.

*The commission strongly recommends local agencies include a statement that cites the specific exception(s) from AB 130 that authorize all code changes affecting residential units contained within the filed ordinance. The commission will review this statement, along with reviewing the details of each local ordinance submitted to ensure compliance with these new laws.*

### **Local Administrative Standards**

The definition of “Building Standard” in Health and Safety Code Section 18909 includes the following statement relative to administrative standards:

**Health and Safety Code Section 18909(c)** “Building standard” includes a regulation or rule relating to the implementation or enforcement of a building standard not otherwise governed by statute, but does not include the adoption of procedural ordinances by a city or other public agency relating to civil, administrative, or criminal procedures and remedies available for enforcing code violations.”

While the definition of “Building Standard” does not include specified administrative provisions, AB 130 authorizes changes or modifications related to administrative practices that are proposed for adoption during the intervening period pursuant to Section 18942, and exclusively result in any of the following:

- (A) Reductions in time for a local agency to issue a postentitlement permit.
- (B) Alterations to a local agency’s postentitlement fee schedule.
- (C) Modernization of, or adoption of, new permitting platforms and software utilized by the local agency.
- (D) Reductions in cost of internal operation for a local agency.
- (E) Establishment, alteration, or removal of local programs related to enforcement of building code violations or complaints alleging building code violations.

These administrative changes or modifications made may be filed with the commission and shall be reviewed by the commission, in consultation with the Department of Housing and Community Development, within 60 days of receipt, if requested by the local agency.

*The commission interprets this to mean that a local jurisdiction is not required to include these or other administrative provisions which are not building standards within their ordinance, but they may if they choose. However, the commission and department will only review the administrative provisions specified in paragraphs (A) through (E) above if formally requested by the local agency, and requires the local agency to include this formal request in the cover letter or transmission email included with the ordinance filing.*

### **Model Home Design Exception**

AB 130 also amended Health and Safety Code 18938.5 relative to model home designs. Notwithstanding other laws, AB 130 authorizes that “the state and local building standards in effect at the time an application for a building permit is submitted, for a residential dwelling based on a model home design approved under those standards, shall apply to all future residential dwellings based on that approved model home design in the same jurisdiction, unless the model home design substantially changes at a later date or 10 years have passed since the building permit for the model home design was approved by the jurisdiction, whichever comes first.”

*The commission notes this new provision does not directly affect the programs, policies and laws under its purview (e.g., review/processing of state and local amendments, administration of the building standard code adoption process, codification and publication of Title 24, etc.). Therefore, the commission is unable to provide guidance on this statute and recommends local jurisdictions consult with their legal counsel and/or relevant industry associations.*

### **Next Steps**

In most cases, the commission cannot interpret statute on behalf of local authorities having jurisdiction. Due to the breadth and scope of AB 130 and its impact on the Title 24 local amendment process, the commission’s goal is to provide uniform guidance to local jurisdictions and the regulated community and will continue to do so in the months ahead. Once again, the commission recommends that local jurisdictions consult with their legal counsel when implementing these new laws.

If you have any questions concerning this matter, please contact our office at (916) 263-0916 or email your inquiry to [cbsc@dgs.ca.gov](mailto:cbsc@dgs.ca.gov).

*Stoyan Bumbalov*

Stoyan Bumbalov  
Executive Director



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4e)

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Action Taken**

Date: October 21, 2025



## The CEO Report

Darcie Antle  
October 21, 2025

Government

Departments

Residents

Business

## 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/](http://www.nationalbreastcancer.org/breast-cancerawareness-month/)



**Here are some tips to start now and take charge of your health:**

- ✓ Schedule your screening
- ✓ Talk to your provider about risk factors
- ✓ Share resources with your loved ones

## 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, micro-chipping, 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](tel:855-838-0404)**

**Warm Line for Non-Crisis Emotional Support [707-472-2311](tel:707-472-2311) or Toll-Free: [833-955-2510](tel:833-955-2510)**

**National Domestic Violence Hotline: [800-799-SAFE](tel:800-799-SAFE) (7233), text "START" to 88788, or chat online at [www.thehotline.org](http://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 9<sup>th</sup> Board of Supervisors (BOS) meeting for a new fee schedule. These approved fees will become effective on November 22<sup>nd</sup>.

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.

Click [HERE](#) to read more...

## 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 15<sup>th</sup>.
- **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 25<sup>th</sup>, 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...

## Office of Emergency Services

Mendocino County Office of Emergency Services (OES) is the primary local coordination agency for emergencies and disasters affecting residents, public infrastructure, and government operations in the Mendocino County Operational Area (OA). The Mendocino County OA includes the county and its cities, towns, and special districts, in coordination with tribes.

The Mendocino County Office of Emergency Services (OES) 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 bed-sharing.
- 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 chip-enabled 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.

Click [HERE](#) to read more...



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## Reporte del CEO

Darcie Antle  
Octubre 21, 2025

Gobierno

Departamentos

Residentes

Negocio

## 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/](http://www.nationalbreastcancer.org/breast-cancerawareness-month/)



## Plan Estratégico 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.

### Actualizaciones 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 [AQUÍ](#).

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.

Haga clic [AQUÍ](#) para leer más...

## 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 diversas maneras, incluyendo la violencia de pareja, el maltrato infantil, el maltrato a personas 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](http://www.thehotline.org)**

Haga clic [AQUÍ](#) para leer más...

## Servicios Sociales

Los hogares de CalFresh deberían haber recibido una tarjeta nueva de Transacción Electrónica de Beneficios (EBT, por sus siglas en inglés) con chip habilitado esto incrementará la seguridad. Por favor vea el informe completo para más detalles y cómo reportar si aún 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 actualización 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.

Haga clic [AQUÍ](#) para leer más...



#### VEN & VISITA

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

#### PONERSE EN CONTACTO

Directorio del Condado  
Contáctenos por Correo Electrónico



#### MANTENTE INFORMADO

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# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4f)

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Withdrawn**

Date: October 21, 2025





# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 4g)

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Action Taken**

Date: October 21, 2025



## Proposed Ukiah Annexation Ad-Hoc Report

Supervisors Cline and Norvell

### Background

On April 16, 2025, the Ukiah City Council approved direction to staff to prepare applications for reorganization and sphere of influence updates, to prezone areas subject to the proposed reorganization, and to make relevant amendments to the City of Ukiah 2040 General Plan. The Council also authorized staff to conduct all required CEQA analyses in support of these actions and to return to the Council for final consideration.

On May 5, 2025, the Mendocino County Board of Supervisors (BOS) formed an Ad Hoc Committee to work with the County CEO through the consultation process required by the Master Tax Sharing Agreement (MTSA) with the City of Ukiah regarding the City's proposed change of organization.

### Timeline of Meetings and Actions

**May 22, 2025** – The BOS Ad-Hoc and County staff met jointly with the City of Ukiah's Annexation Ad-Hoc and City staff to discuss the current annexation proposal under the MTSA.

**June 24, 2025** – The Board of Supervisors considered a resolution to terminate BOS Agreement No. 24-085 (Master Tax Sharing Agreement) with the Cities of Ukiah, Willits, Fort Bragg, and Point Arena. This action was prompted by fiscal and operational concerns related to the first proposed annexation. No action was taken to allow the Ad-Hoc to continue consultation efforts.

**July 1, 2025** – The BOS Ad-Hoc and County staff again met with the City's Ad-Hoc and staff. The City indicated plans to reconsider the geographic scope of the annexation proposal due to community opposition and acknowledged that more information was needed to assess the fiscal and operational impacts on both City and County resources.

**July 9, 2025** – The BOS and City Ad-Hocs met in an elected officials-only session to discuss the process used to develop the proposal. New information was shared about discussions at the Ukiah Valley Water Authority concerning state grant funding tied to further consolidation and interest from Willow County Water District and Millview County Water District in being annexed into the City.

**July 25, 2025** – The City of Ukiah issued a press release committing to reducing the scope of the annexation maps and to developing a public engagement process examining impacts, benefits, and potential annexation alternatives. Around this time, the County Ad-Hoc was informed that the City intended to restart annexation discussions with property owners who had expressed interest in being annexed.

## Recent Developments

Subsequent informal conversations have taken place between the BOS Ad-Hoc and the City Ad-Hoc. However, as of this report, no substantive updates have been provided regarding the new public engagement process, revised maps, or interested property owners.

The City of Ukiah has not presented the County with any financial analyses related to the proposed annexation, nor has it shared any of the public input it has received to date. While the City has stated publicly that it is stepping back and committed to engaging the public, it has not clearly outlined how that process will occur or whether the scope of the annexation project will change in the future.

Most recently, the City of Ukiah hosted a meeting with three stakeholder groups—the Mendocino County Farm Bureau, Mendo Matters, and No Ukiah Annexation—to receive feedback on the proposal. The County was not invited to participate in the meeting. Press releases from the City and community organizations reflected differing interpretations of the meeting’s outcome.

## Next Steps and Ad-Hoc Position

The BOS Annexation Ad-Hoc Committee remains committed to a transparent, collaborative, and community-informed process for the development of any future annexation proposals. The Ad-Hoc continues to express its willingness to meet with the City’s Ad-Hoc and to ensure that the interests of both County residents and City stakeholders are fairly represented in any future discussions or agreements.

The Committee also emphasizes the importance of timely access to fiscal, operational, and community impact data from the City to allow the County to conduct an informed analysis under the Master Tax Sharing Agreement and LAFCo review process.

Respectfully submitted,

Supervisor Cline

Supervisor Norvell



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 6a)

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Withdrawn**

Date: October 21, 2025





# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 6b)

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Withdrawn**

Date: October 21, 2025





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 6c)**

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Reportable Action Taken**

Date: October 21, 2025





# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 3a)

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**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

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: October 21, 2025



MADELINE CLINE  
1st District  
Supervisor

MAUREEN MULHEREN  
2nd District  
Supervisor

JOHN HASCHAK  
3rd District  
Supervisor  
Chair

BERNIE NORVELL  
4th District  
Supervisor  
Vice-Chair

TED WILLIAMS  
5th District  
Supervisor



DARCIE ANTLE  
Chief Executive Officer/  
Clerk of the Board

Charlotte E. Scott  
County Counsel

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

## **MENDOCINO COUNTY BOARD OF SUPERVISORS**

### **ACTION MINUTES – October 7, 2025**

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

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#### **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;

**3O) 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 Dunicliff, 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 Schmelzer & 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.

**4I) 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: DARCI 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: DARCI 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

  
\_\_\_\_\_  
JOHN HASCHAK, Chair

  
\_\_\_\_\_  
ATLAS M.A. PEARSON, Senior Deputy Clerk of the Board

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

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

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



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3b)**

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**To: BOARD OF SUPERVISORS**

**From:** Supervisor Williams

**Meeting Date:** October 21, 2025

**Department Contact:** Supervisor Williams

**Phone:** 707-937-3500

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** N/A

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**Item #: 3b)**

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-165



**RESOLUTION NO. 25-165**

**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.

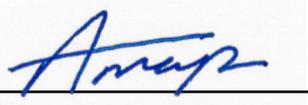
NOW, THEREFORE, BE IT RESOLVED is directed to forward copies of this Resolution to the California Department of Transportation District Permit Coordinator (Eureka), the California Highway Patrol, and the Gualala Lions Club.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

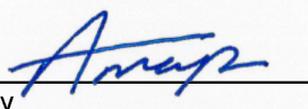
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

**RESOLUTION NO. 25-165**

**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.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

\_\_\_\_\_  
Deputy

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

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3C)**

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**v To: BOARD OF SUPERVISORS**

**From:** Library

**Meeting Date:** October 21, 2025

**Department Contact:** Mellisa Hannum

**Phone:** 707-882-3114

**Department Contact:** Barb Chapman

**Phone:** 707-367-8216

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**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

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**Item #: 3c)**

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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

**Supervisory 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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Adopted**

Date: October 21, 2025





# 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:

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John Haschak, Chair



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 3d)

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**To:** BOARD OF SUPERVISORS

**From:** Executive Office

**Meeting Date:** October 21, 2025

**Department Contact:** Cherie Johnson

**Phone:** 707-234-6600

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**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

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**Item #: 3d)**

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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

**Supervisory 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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-168

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**Item #: 3d)**

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AMENDMENT 3

Original Agreement No.	<b>EO-23-14</b>
Amendment 1	<b>EO-23-14-A1</b>
Amendment 2	<b>EO-23-14-A2</b>

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

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

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

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

WHEREAS, the Second Amendment to Agreement No. EO-23-14 (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 January 1, 2026. 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 December 31, 2025, 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:

By: [Signature]  
DEPARTMENT HEAD

Date: 09/18/2025

Budgeted:  Yes  No

Budget Unit: 0715

Line Item: 862239

Org/Object Code:

Grant:  Yes  No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 10/21/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/21/2025

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

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/21/2025

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 09/18/2025

CONTRACTOR/COMPANY NAME

By: [Signature]  
SIGNATURE

Date: 9.22.25

NAME AND ADDRESS OF CONTRACTOR:

Self Insured Services Company LLC dba

Benefit Coordinators Corporation

Two Robinson Plaza, Suite 200

Pittsburgh, PA 15205

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]  
COUNTY COUNSEL

Date: 09/18/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

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.

- Consolidated Invoicing and Remittance
- BenXcel®
- Flexible Spending Administration
- COBRA Administration
- Health Savings Account Administration
- 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**

- 5.1 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

<b>Consolidated Invoicing</b>	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	Included in PRISM program pricing
- EDI Carrier Connection Fee, per carrier	\$1,500, if required
- Monthly Administration Fee	\$7.00 (Included in PRISM program pricing)
<b>Flexible Spending Account Administration (FSA)</b>	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	Included in PRISM program pricing
- Monthly Administration Fee	\$1.00 (Included in PRISM program pricing)
<i>BCC receives a small percentage of each debit card swipe from Alegeus Technologies, LLC to offset any expenses in issuing debit cards to the employees or dependents over the age of 18.</i>	
<b>COBRA Administration</b>	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	Included in PRISM program pricing
- Monthly Administration Fee (without Initial Notices)	\$0.50 PEPM (Included in PRISM program pricing)
- COBRA Initial Notice to Active Participants, if elected	\$4.00 per notice
<i>BCC retains 2% - BCC invoices the COBRA participant the monthly premium plus 2% (BCC retains) representing the COBRA Administration allowance permitted under The Consolidated Omnibus Budget Reconciliation Act.</i>	
<b>Health Spending Account Administration (HSA)</b>	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	One-time fee of \$250
- Monthly Administration Fee	\$2.25 per Participating Employee
- Minimum Monthly Fee	\$40
<i>BCC receives a small percentage of each debit card swipe from Alegeus Technologies, LLC to offset any expenses in issuing debit cards to the employees or dependents over the age of 18.</i>	
<b>FAHP Account Administration</b>	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	\$500*
- Monthly Administration Fee	10% of Monthly Savings**
- Minimum Monthly Fee	\$125
<i>* Set-Up to bind the service of this agreement, deposit will be deducted from the first monthly invoice. It is non-refundable if no employees participate in the program.</i>	
<i>**Savings is calculated by the difference between the monthly premium of those employees participating in the FAHP plan less the cost of the FAHP expenses, which includes standard employee contribution, eligible premium reimbursement, and claim reimbursements.</i>	
<i>*** Monthly Admin Fee is determined by the % of Enrolled Medical Employees that enroll into the FAHP.</i>	

<b>Other Fees and Services</b>	
Annual COBRA and Retiree Open Enrollment Fulfillment/Communication Services	
~ <b>OPTION A:</b> Census Report	No Charge
~ <b>OPTION B:</b> Website & Notification Letters	\$250 per website, <b>and</b> \$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 development time (as quoted per project)	\$125 per hour
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

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**Item #:** 3e)

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**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.

**Alternative Action/Motion:**

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**Item #: 3e)**

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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 Dunicliff, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-169



Agreement No. AQMD 2026-01

## 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**

1. 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.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted:  Yes  No

Budget Unit: 0327

Line Item: 862210

Grant:  Yes  No

Grant No.: YAPm103

WILLITS UNIFIED SCHOOL DISTRICT

By: [Signature]

Date: 9/9/2015

NAME AND ADDRESS:

John Baker

1277 Blosser Lane

Willits, CA 95490

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.

MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT

By: [Signature]  
JOHN HASCHAK, Chair  
BOARD OF DIRECTORS

Date: 10/21/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/21/2025

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

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/21/2025

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 08/25/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]

COUNTY COUNSEL

Date: 08/25/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 08/25/2025

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

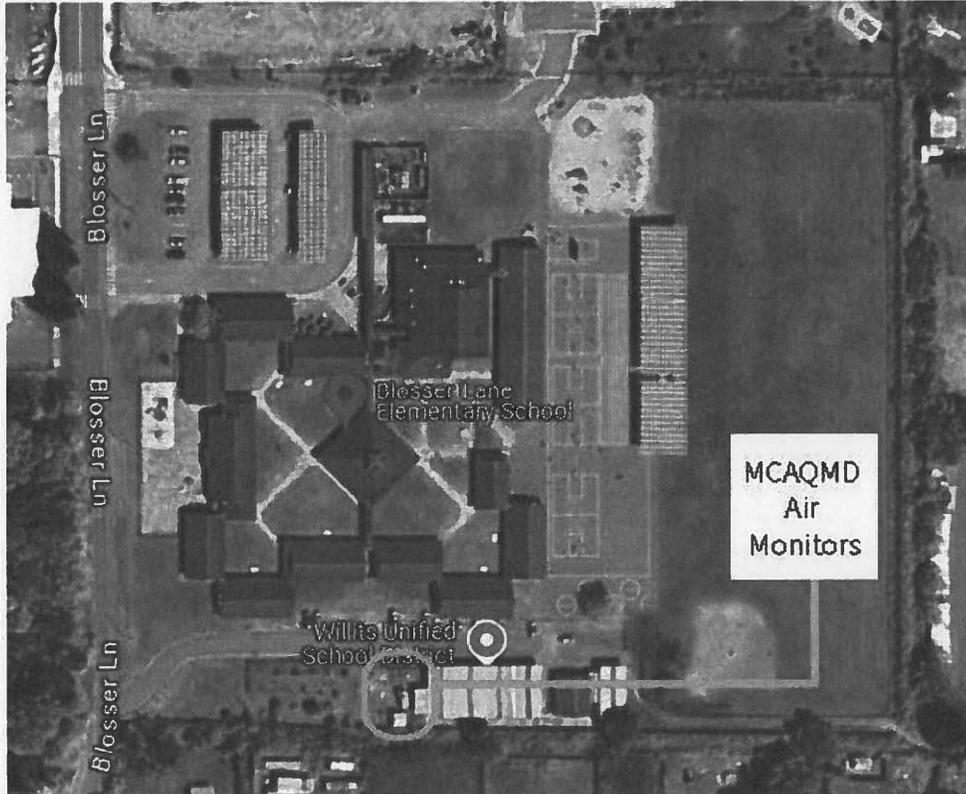
Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: \_\_\_\_\_

Exhibit A

Location of the Mendocino County Air Quality  
Management District Regulatory PM2.5 Air  
Monitoring Station  
at  
Blosser Lane Elementary School, 1275 Blosser Lane,  
Willits, CA 95490





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3f)**

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**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

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Adoption of Resolution Authorizing the Auditor Controller/Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of \$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 3l), Approval of Resolution No. 24-155  
December 3, 2024, Item 3n) Approval of Resolution No. 24-163  
January 7, 2025, Item 3l) Approval of Resolution No. 25-004  
February 11, 2025, Item 3w) Approval of Resolution No. 25-024  
April 8, 2025, Item 3k) Approval of Resolution No. 25-056  
April 8, 2025, Item 3l) Approval of Resolution No. 25-057  
May 6, 2025, Item 3f) Approval of Resolution No. 25-075  
June 3, 2025, Item 3n) Approval of Resolution No. 25-100  
June 3, 2025, Item 3o) Approval of Resolution No. 25-101  
June 24, 2025, Item 3ae) Approval of Resolution No. 25-107  
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

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**Item #: 3f)**

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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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** N/A

**Fiscal Details:**

**source of funding:** 4050

**current f/y cost:** N/A

**budget clarification:** N/A

**annual recurring cost:** None

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

**revenue agreement:** No

**AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL:** Yes

**CEO Liaison:** Tony Rakes, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-166

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**Item #: 3f)**

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RESOLUTION NO. 25-166

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.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

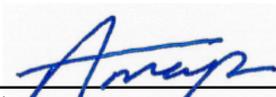
  
Deputy

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

APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board



  
Deputy

**RESOLUTION NO. 25-166**

**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.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

\_\_\_\_\_  
Deputy

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

APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
Deputy

\_\_\_\_\_  
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
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Munis Acct String	Department	Payee	Description	Invoice Amount	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

<b>Total</b>	<b>38,035.80</b>
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# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 3g)

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**To:** BOARD OF SUPERVISORS

**From:** County Counsel and Sheriff-Coroner

**Meeting Date:** October 21, 2025

**Department Contact:** Charlotte Scott  
**Department Contact:** Matthew Kendall

**Phone:** 707-234-6885

**Phone:** 707-463-4411

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**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 military 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.

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**Item #: 3g)**

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- (D) 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 military 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

**Supervisory 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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: October 21, 2025

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**Item #: 3g)**

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**ORDINANCE 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 military 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 Board of Supervisors of the County of Mendocino, State of California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following roll call vote:

AYES:  
NOES:  
ABSENT:

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

\_\_\_\_\_  
Deputy

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

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT,  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
Deputy

**ORDINANCE 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 military 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 Board of Supervisors of the County of Mendocino, State of California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following roll call vote:

AYES:  
NOES:  
ABSENT:

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
Deputy

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT,  
County Counsel

\_\_\_\_\_

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
Deputy

## 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.

## *Military Equipment*

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### **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.

## *Military Equipment*

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### **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.

## *Military Equipment*

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### **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**

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Barrett Firearms	Model M33 .50 Caliber Ball	Type Ammunition
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## Equipment Description

.50 caliber ball ammunition with 663 grain copper jacketed with steel penetrator bullet, Lake City brass, CCI#35 primer, 225 grains of WC860 Surplus powder. 5.450 cartridge length 2.31' bullet length, and .675 ballistic coefficient.

## Equipment Capabilities

Approximately 2910 FPS (Feet Per Second).

## Purpose of Equipment

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire to be shot through Barrett 82A1 rifle.

## Authorized Equipment Use

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire to be shot through Barrett 82A1 rifle.

## Legal and Procedural Rules Governing Use

Federal and State Law.  
Sniper / Observer Standard Operating Procedure (SOP).

## Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

## 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

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Federal	Model .308 Caliber Gold Match	Type Ammunition
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**Equipment Description**

.308 caliber Sierra Matchking boat-tail hollow point ammunition with 168 grain copper jacketed bullet, Federal Match brass, .462 ballistic coefficient.

**Equipment Capabilities**

Approx 2650 FPS with standard 168 grain projectile, 3,008 ft/lbs of kinetic energy, maximum range of 1,000 yards.

**Purpose of Equipment**

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire from .308 caliber rifle.

**Authorized Equipment Use**

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire from .308 caliber rifle.

**Legal and Procedural Rules Governing Use**

Federal and State Law.  
Sniper / Observer Standard Operating Procedure (SOP).

**Training Requirements**

Sniper/Observer Qualification.

**Fiscal Impact**

Quantity Possessed / Requested 1000	Estimated Total Purchase Cost \$3000.00	Estimated Annual Maintenance Cost \$3000.00	Expected Service Life Indefinitely
Equipment Funding Source(s) General Fund			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Hornady	Model .308 Caliber Ball CX	Type Ammunition
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**Equipment Description**

.308 caliber copper alloy expanding 165 grain bullet, Hornady Match brass, .440 grain ballistic coefficient.

**Equipment Capabilities**

Approximately 2610 FPS (Feet Per Second) with 165 grain copper alloy expanding projectile, 2,496 feet / pounds of kinetic energy with a maximum range of 1,000 yards.

**Purpose of Equipment**

Overwatch protection, mid range discriminatory precision rifle fire from .308 caliber rifle with controlled expansion, deep penetration and 95% weight retention.

**Authorized Equipment Use**

Overwatch protection, mid range discriminatory precision rifle fire from .308 caliber rifle with controlled expansion, deep penetration and 95% weight retention.

**Legal and Procedural Rules Governing Use**

Federal and State Law.  
Sniper / Observer Standard Operating Procedure (SOP).

**Training Requirements**

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

**Fiscal Impact**

Quantity Possessed / Requested 1400	Estimated Total Purchase Cost \$1,400.00	Estimated Annual Maintenance Cost \$1,000	Expected Service Life Indefinitely
Equipment Funding Source(s) General Fund			

J. Caudillo #1191  
Prepared By  
Sheriff's Lieutenant  
Title

08/14/25  
Date

M. Kendall  
Reviewed By  
Sheriff  
Title

08/14/25  
Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Hornady	Model .308 Caliber ELDM	Type Ammunition
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### Equipment Description

.308 caliber boat-tailed hollow point ammunition with 168 grain copper jacketed bullet, Hornady Match brass, .523 ballistic coefficient.

### Equipment Capabilities

Approximately 2840 FPS with standard 168 grain projectile, 3,008 ft / lbs of kinetic energy with a maximum range of 1,000 yards.

### Purpose of Equipment

This is an agency approved ammunition utilized by the Multi-Agency Special Weapons and Task Sniper Team. for all rifles chambered in .308 Winchester.

### Authorized Equipment Use

Assigned Sheriff's Office members are authorized to utilize this ammunition in both training and duty use.

### Legal and Procedural Rules Governing Use

Federal and State Law.  
Sniper / Observer Standard Operating Procedure (SOP).

### Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

### 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 Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Hornady	Model .338 Caliber ELDM	Type Ammunition
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**Equipment Description**

.338 caliber boat-tailed hollow point ammunition with 285 grain copper jacketed bullet, Hornady Match brass, .789 ballistic coefficient.

**Equipment Capabilities**

Approximately 1745 FPS with standard 275 grain projectile, 4,768 ft / lbs of kinetic energy with a maximum range of 1,750 yards.

**Purpose of Equipment**

This is an agency approved ammunition utilized by the Multi-Agency Special Weapons and Task Sniper Team. for all rifles chambered in .338 Lapua.

**Authorized Equipment Use**

Assigned Sheriff's Office members are authorized to utilize this ammunition in both training and duty use.

**Legal and Procedural Rules Governing Use**

Federal and State Law.  
Sniper / Observer Standard Operating Procedure (SOP).

**Training Requirements**

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

**Fiscal Impact**

Quantity Possessed / Requested 200	Estimated Total Purchase Cost \$2,000.00	Estimated Annual Maintenance Cost None	Expected Service Life Until Depleted
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
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 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Ruag Ammotec	Model .338 Lapua Mag Armor Piercing	Type Ammunition
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### Equipment Description

.338 Lapua Magnum caliber ammunition with 260 grain tungsten carbide and lead core with a tombac jacked bullet, Ruag brass, SINOXID primer, and .6773 ballistic coefficient.

### Equipment Capabilities

Approximately 2789 FPS and 6026 feet / pounds of muzzle energy.

### Purpose of Equipment

Overwatch protection, long range discriminatory precision rifle fire to be shot through Barrett 98B rifle.

### Authorized Equipment Use

Overwatch protection, long range discriminatory precision rifle fire to be shot through Barrett 98B rifle.

### Legal and Procedural Rules Governing Use

Federal and State Law.  
Sniper / Observer Standard Operating Procedure (SOP).

### Training Requirements

Sniper / Observation Qualification

### Fiscal Impact

Quantity Possessed / Requested 98	Estimated Total Purchase Cost \$1,000.00	Estimated Annual Maintenance Cost \$1,000.00	Expected Service Life Indefinitely
Equipment Funding Source(s) General Fund			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
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 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Ruag Ammotec	Model .338 Lapua Mag Swiss P Styx Action	Type Ammunition
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**Equipment Description**

.338 Lapua Magnum caliber 247 grain hyper expanding hollow point bullet, Ruag brass, SINOXID primer, and .4328 ballistic coefficient.

**Equipment Capabilities**

Approximately 2871 FPS and 6125 feet / pounds of muzzle energy.

**Purpose of Equipment**

Overwatch protection, long range discriminatory precision rifle fire to be shot through Barrett 98B rifle.

**Authorized Equipment Use**

Overwatch protection, long range discriminatory precision rifle fire to be shot through Barrett 98B rifle.

**Legal and Procedural Rules Governing Use**

Federal and State Law.  
Sniper / Observer Standard Operating Procedure (SOP).

**Training Requirements**

Sniper / Observer Qualification.

**Fiscal Impact**

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
446	\$1,000.00	\$1,000.00	Indefinitely
Equipment Funding Source(s) General Fund			

J. Caudillo #1191  
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 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer X Products Ammunition	Model .50 Caliber Armor Piercing Incendiary	Type Ammunition
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### Equipment Description

.50 caliber armor piercing incendiary ammunition with 647 grain copper jacketed with tungsten penetrator incendiary igniter bullet, Lake City brass, CCI#35 primer, 225 grains of WC860 Surplus powder, 5.450" cartridge length, 2.31" bullet length, and .663 ballistic coefficient.

### Equipment Capabilities

Approximately 2541 FPS.

### Purpose of Equipment

This is an agency approved weapon system utilized by Multi-Agency Special Weapons and Tactics Sniper Team for the Barrett 82A1 rifle.

### Authorized Equipment Use

Assigned Mendocino County Sheriff's Office members are authorized this ammunition for both training and duty use.

### Legal and Procedural Rules Governing Use

Federal and State Law.  
Sniper / Observer Standard Operating Procedure (SOP).

### Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

### Fiscal Impact

Quantity Possessed / Requested 135 out of 200	Estimated Total Purchase Cost 318.71 (Full Order Cost)	Estimated Annual Maintenance Cost N/A	Expected Service Life Until Depleted
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer X Products Ammunition	Model .50 Caliber Ball	Type Ammunition
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**Equipment Description**

.50 caliber ball ammunition with 647 grain copper jacketed with steel penetrator bullet, Lake City brass, CCI#35 primer, 225 grains of WC860 Surplus powder, 5.450" cartridge length, and .680 ballistic coefficient.

**Equipment Capabilities**

Approximately 2541FPS.

**Purpose of Equipment**

This is an agency approved weapon system utilized by Multi-Agency Special Weapons and Tactics Sniper Team for the Barrett 82A1 rifle.

**Authorized Equipment Use**

Assigned Mendocino County Sheriff's Office members are authorized this ammunition for both training and duty use.

**Legal and Procedural Rules Governing Use**

Federal and State Law.  
Sniper / Observer Standard Operating Procedure (SOP).

**Training Requirements**

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

**Fiscal Impact**

Quantity Possessed / Requested 57 out of 200	Estimated Total Purchase Cost 318.71 (Full Order Cost)	Estimated Annual Maintenance Cost N/A	Expected Service Life Until Depleted
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

**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

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer ALS	Model ALST460 Tactical Blast Strip	Type Distraction Device
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## Equipment Description

ALS model ALST460 Tactical Blast Strip is a single use non-bursting explosive remote tactical stun machine containing 26 grams of flash powder that is 3" X 11" in size that is initiated with a 15' electric match and requires an electric initiator.

## Equipment Capabilities

Produces approximately 170 dB at 5 ft. and omits 6 - 10 million candela. In addition to the light and sound, the ALST460 produces a significant pressure wave that adds to the disorienting physiological effects.

## Purpose of Equipment

Used to temporarily distract or disorient non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to deescalate a potentially deadly situation.

## Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use the munition in any circumstance where the member can articulate a reasonable expectation that the munition may be needed to distract and/or disorientate a potentially violent or dangerous subject.

## Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 - Use of Force.

## Training Requirements

Members must complete manufacturer approved training and agency approved training prior to deployment and use.

## Fiscal Impact

Quantity Possessed / Requested 10	Estimated Total Purchase Cost \$700.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
Prepared By  
Sheriff's Lieutenant  
Title

08/14/25  
Date

M. Kendall  
Reviewed By  
Sheriff  
Title

08/14/25  
Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment      Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer CTS	Model CTS-7290-3	Type Distraction Device
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### Equipment Description

This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.

### Equipment Capabilities

The 7290-3 Flash-Bang device provides 3 unique flash bang actions within a single hand safe assembly. The device provides arrhythmic outputs approximately 0.5 seconds apart. Unit is designed to be hand safe and provides a physical feature to locate the top and bottom of the grenade when handling.

### Purpose of Equipment

Used to temporarily distract or disorient non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to de-escalate a potentially dangerous situation.

### Authorized Equipment Use

Members assigned to the Mendocino county Special Weapons and Tactics Team are authorized to deploy and use this munition in any circumstance where the member can articulate a reasonable expectation that the munition may be needed to disorient a potentially violent or dangerous subject or vicious animal.

### Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 - Use of Force .

### Training Requirements

SWAT members must complete agency approved training and meet yearly qualification requirements prior to deployment and use.

### Fiscal Impact

Quantity Possessed / Requested 12	Estimated Total Purchase Cost \$1,314.00	Estimated Annual Maintenance Cost \$500.00	Expected Service Life 5 years (FDOM)
Equipment Funding Source(s) General Fund			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/2025  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/2025  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer CTS	Model CTS-7290-9	Type Distraction Device
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**Equipment Description**

This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.

**Equipment Capabilities**

The 7290-9 Flash-Bang device provides 9 unique flash bang actions within a single hand safe assembly. The device provides arrhythmic outputs approximately 0.5 seconds apart. Unit is designed to be hand safe and provides a physical feature to locate the top and bottom of the grenade when handling.

**Purpose of Equipment**

Used to temporarily distract or disorient non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to de-escalate a potentially dangerous situation.

**Authorized Equipment Use**

Members assigned to the Mendocino county Special Weapons and Tactics Team are authorized to deploy and use this munition in any circumstance where the member can articulate a reasonable expectation that the munition may be needed to disorient a potentially violent or dangerous subject or vicious animal.

**Legal and Procedural Rules Governing Use**

Mendocino County Sheriff's Office Policy 300 (Use of Force).

**Training Requirements**

SWAT members must complete agency approved training and meet yearly qualification requirements prior to deployment and use.

**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			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/2025  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/2025  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer CTS	Model CTS-7290M-CI	Type Distraction Device
---------------------	-----------------------	----------------------------

## Equipment Description

This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.

## Equipment Capabilities

7290M – CI The CTS 7290M Mini Flash Bang. Weighing in at just 15 ounces the 7290M is approximately 30% lighter than the 7290 but still has the same 180db output of the 7290 and produces 6-8 million candela of light. The design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation with reduced smoke output and can be command initiated for greater stand off distance.

## Purpose of Equipment

Used to temporarily distract or disorient non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to de-escalate a potentially dangerous situation.

## Authorized Equipment Use

Members assigned to the Mendocino county Special Weapons and Tactics Team are authorized to deploy and use this munition in any circumstance where the member can articulate a reasonable expectation that the munition may be needed to disorient a potentially violent or dangerous subject or vicious animal.

## Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 (Use of Force).

## Training Requirements

SWAT members must complete agency approved training and meet yearly qualification requirements prior to deployment and use.

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
12	\$727.00	\$200.00	5 years (FDOM)
Equipment Funding Source(s) General Fund			

J. Caudillo #1191  
Prepared By  
Sheriff's Lieutenant  
Title

08/14/2025  
Date

M. Kendall  
Reviewed By  
Sheriff  
Title

08/14/2025  
Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer CTS	Model CTS-7290-M	Type Distraction Device
---------------------	---------------------	----------------------------

**Equipment Description**

This is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high risk arrest situations.

**Equipment Capabilities**

7290M – The CTS 7290M Mini Flash Bang exhibits all of the same attributes of it's larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the 7290M is approximately 30% lighter than the 7290 but still has the same 180db output of the 7290 and produces 6-8 million candela of light. The design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation with reduced smoke output.

**Purpose of Equipment**

Used to temporarily distract or disorient non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to de-escalate a potentially dangerous situation.

**Authorized Equipment Use**

Members assigned to the Mendocino county Special Weapons and Tactics Team are authorized to deploy and use this munition in any circumstance where the member can articulate a reasonable expectation that the munition may be needed to disorient a potentially violent or dangerous subject or vicious animal.

**Legal and Procedural Rules Governing Use**

Mendocino County Sheriff's Office Policy 300 (Use of Force).

**Training Requirements**

SWAT members must complete agency approved training and meet yearly qualification requirements prior to deployment and use.

**Fiscal Impact**

Quantity Possessed / Requested 24	Estimated Total Purchase Cost \$1,200.00	Estimated Annual Maintenance Cost \$500.00	Expected Service Life 5 years (FDOM)
Equipment Funding Source(s) General Fund			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/2025  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/2025  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer CTS	Model 8210	Type White Smoke Tactical Canister
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**Equipment Description**

Small diameter pyrotechnic irritant smoke grenade for outdoor use to disperse crowds. Emits smoke for up to 30 seconds and is small enough to carry in a pocket. Can be hand thrown or launched.

**Equipment Capabilities**

Tactical white smoke canister grenade capable of discharging 20-40 seconds of smoke pyrotechnic

**Purpose of Equipment**

To mask personnel movement in a tactical environment or to signal movement/location.

**Authorized Equipment Use**

Authorized for use by SWAT Team members

**Legal and Procedural Rules Governing Use**

MCSO policy 300 and Mendocino County SWAT SOP

**Training Requirements**

SWAT certified diversion device training

**Fiscal Impact**

Quantity Possessed / Requested 15	Estimated Total Purchase Cost \$800.00	Estimated Annual Maintenance Cost \$10.00	Expected Service Life 5 years
Equipment Funding Source(s) General Fund			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/15/2025  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/15/2025  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Defense Technology	Model 8901	Type Distraction Device
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## Equipment Description

The 12-Gramm Device® reload is a non bursting explosive that utilizes an M201A1 type fuze that is designed for use with the Distraction Device re-loadable steel body.

## Equipment Capabilities

Produces 174.5dB at 5-feet and emits 6 - 8 million candela. In addition to light and sound, produces a significant pressure wave that adds to disorientating physiological effects.

## Purpose of Equipment

Used to temporarily distract or disorientate non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to deescalate a potential deadly situation.

## Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition in any circumstance where the member can articulate a reasonable expectation that the munition may be needed to disorientate a potentially violent or dangerous subject or vicious animal.

## Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force.

## Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
4	\$900.00		5 Years (FDM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Defense Technology	Model 8902NR	Type Distraction Device
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**Equipment Description**

The 12-Gage Low Roll™ Non Re-loadable Distraction Device® utilizes an M201A1 type fuse with Hex design steel body.

**Equipment Capabilities**

Produces 174.5 bD at 5 feet and emits 6 - 8 million candela. In addition to the light and sound, produces a significant pressure wave that adds to the disorientation physiological effects.

**Purpose of Equipment**

Used to temporarily distract or disorient non-compliant subjects who are violent or who demonstrate the intent to be violent and can be in an attempt to deescalate a potentially deadly situation.

**Authorized Equipment Use**

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition in any circumstance where the member can articulate a reasonable expectation that the munition may be needed to disorientate a potentially violent or dangerous subject.

**Legal and Procedural Rules Governing Use**

Mendocino County Sheriff's Office Policy 300 Use of Force.

**Training Requirements**

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

**Fiscal Impact**

Quantity Possessed / Requested 4	Estimated Total Purchase Cost \$200.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Defense Technology	Model Distraction Device Reload #25	Type Distraction Device
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## Equipment Description

Defense Technology Distraction Device Reload #25, 1.5 pounds of gun metal steel in a 1.87" cylindrical shape containing 15 grams of explosive flash powder in a cardboard tube with an M201A style fuze.

## Equipment Capabilities

Production of 6-8 million Candela for 9 milliseconds and 174.5 decibels at 5 feet.

## Purpose of Equipment

A non-bursting explosive device used to temporarily distract or disorient potentially violent or dangerous subjects by producing a loud report, a bright flash, and heat of a short duration.

## Authorized Equipment Use

Potentially violent or dangerous subjects and/or vicious animals

## Legal and Procedural Rules Governing Use

Federal and state law, SWAT SOP

## Training Requirements

Annual Training and Qualification

## Fiscal Impact

Quantity Possessed / Requested 34	Estimated Total Purchase Cost \$750	Estimated Annual Maintenance Cost \$750	Expected Service Life 5 Years
Equipment Funding Source(s) General Fund			

J. Caudillo #1191  
Prepared By  
Sheriff's Lieutenant  
Title

08/14/2025  
Date

M. Kendall  
Reviewed By  
Sheriff  
Title

08/14/2025  
Date

**Mendocino County Sheriff's Office**  
Annual Military Equipment Report

**Military Equipment Type**

Distraction Device Muniton 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

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Barrett Firearms Manufacturing	Model 82A1	Type Rifle
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**Equipment Description**

.50 caliber recoil operated semi auto magazine fed rifle.

**Equipment Capabilities**

Approx 2850 FPS with standard 660 grain projectile, 13,000 ft/lbs of kinetic energy, maximum range of 7,400 yards.

**Purpose of Equipment**

Penetration of hardened steel or armor, overwatch protection, IED mitigation, vehicle or equipment interdiction, tactical porting.

**Authorized Equipment Use**

Penetration of hardened steel or armor, overwatch protection, IED mitigation, vehicle or equipment interdiction, tactical porting.

**Legal and Procedural Rules Governing Use**

Federal and state law, Hard Target Weapon SOP.

**Training Requirements**

Hard Target Weapon Qualification.

**Fiscal Impact**

Quantity Possessed / Requested 2	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost \$10.00	Expected Service Life Approx. 4,000 rounds
Equipment Funding Source(s) Forfeited Seizure			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Barrett Firearms Manufacturing	Model 98B	Type Rifle
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**Equipment Description**

.338 Lapua Magnum caliber bolt action magazine fed precision rifle.

**Equipment Capabilities**

Approx 2745 FPS with standard 285 grain projectile, 4,768 ft/lbs of kinetic energy, maximum range of 1,600 yards.

**Purpose of Equipment**

Overwatch protection, intelligence gathering, long range discriminatory precision rifle fire.

**Authorized Equipment Use**

Overwatch protection, intelligence gathering, long range discriminatory precision rifle fire.

**Legal and Procedural Rules Governing Use**

Authorized deployment and use of this weapon system may be within the guidelines established in Mendocino County Sheriff's Office Policy 300 - Use of Force and 312 Firearms.

**Training Requirements**

Hard Target Weapon Qualification.

**Fiscal Impact**

Quantity Possessed / Requested 1	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  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
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 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
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 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Bushmaster	Model XM-15	Type Short Barrel Rifle
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### Equipment Description

The Bushmaster XM-15 carbine is an entry level lightweight, gas impingement, air cooled, magazine fed, selectable fire, shoulder fired weapon with a collapsible stock in 5.56 NATO and configured with an 11.5" barrel.

### Equipment Capabilities

This is a precision weapon system capable of delivering rounds at greater accuracy and longer distance than a pistol.

### Purpose of Equipment

This is an agency approved weapon system utilized by members who are assigned to the Multi-Agency Special Weapons and Tactical Team. Provides the operator the ability to deliver precision shots in order to incapacitate an immediate threat who will inflict or is inflicting great bodily injury or death to another person(s).

### Authorized Equipment Use

Assigned Sheriff's Office members may deploy the weapons system in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed.

### Legal and Procedural Rules Governing Use

Authorized deployment and use of this weapon system may be within the guidelines established in Mendocino County Sheriff's Office Policy 300 Use of Force and 312 Firearms.

### Training Requirements

Members must have successfully completed a California POST Certified Course that satisfies the legislative training mandate to possess and use short barreled rifles specified in Section 33220(b) of the California Penal Code and which meets the POST Commission training requirements specified in POST Commission Regulation 1081. This agency approved training and qualification requirements must be met prior to deployment.

### Fiscal Impact

Quantity Possessed / Requested 1	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  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Colt Manufacturing	Model CAR 15	Type Short Barrel Rifle
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### Equipment Description

The Colt CAR 15 carbine is an entry level lightweight, gas impingement, air cooled, magazine fed, selectable fire, shoulder fired weapon with a collapsible stock in 5.56 NATO and configured with an 11.5" barrel.

### Equipment Capabilities

This is a precision weapon system capable of delivering rounds at greater accuracy and longer distance than a pistol.

### Purpose of Equipment

This is an agency approved standardized weapon system utilized by members who are assigned to the Multi-Agency Special Weapons and Tactical Team. Provides the operator the ability to deliver precision shots in order to incapacitate an immediate threat who will inflict or is inflicting great bodily injury or death to another person(s).

### Authorized Equipment Use

Assigned Sheriff's Office members may deploy the weapons system in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed.

### Legal and Procedural Rules Governing Use

Authorized deployment and use of this weapon system may be within the guidelines established in Mendocino County Sheriff's Office Policy 300 Use of Force and 312 Firearms.

### Training Requirements

Members must have successfully completed a California POST Certified course that satisfies the legislative training mandate to possess and use short barreled rifles specified in section 33220(b) of the California Penal Code and which meets the POST Commission training requirement specified in POST Commission Regulation 1081 and complete agency approved training and meet qualifications requirements prior to deployment and use.

### Fiscal Impact

Quantity Possessed / Requested 1	Estimated 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  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Colt Manufacturing	Model M4 Carbine	Type Short Barrel Rifle
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**Equipment Description**

The Colt M4 Carbine is an entry level lightweight, gas impingement, air cooled, magazine fed, selectable fire, shoulder fired weapon with a collapsible stock in 5.56 NATO and configured with an 11.5" barrel.

**Equipment Capabilities**

This is a precision weapon system capable of delivering rounds at greater accuracy and longer distance than a pistol.

**Purpose of Equipment**

This is an agency approved standardized weapon system utilized by members who are assigned to the Multi-Agency Special Weapons and Tactical Team. Provides the operator the ability to deliver precision shots in order to incapacitate an immediate threat who will inflict or is inflicting great bodily injury or death to another person(s).

**Authorized Equipment Use**

Assigned Sheriff's Office members may deploy the weapons system in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed.

**Legal and Procedural Rules Governing Use**

Authorized deployment and use of this weapon system may be within the guidelines established in Mendocino County Sheriff's Office Policy 300 Use of Force and 312 Firearms.

**Training Requirements**

Members must have successfully completed a California POST Certified course that satisfies the legislative training mandate to possess and use short barreled rifles specified in section 33220(b) of the California Penal Code and which meets the POST Commission training requirement specified in POST Commission Regulation 1081 and complete agency approved training and meet qualifications requirements prior to deployment and use.

**Fiscal Impact**

Quantity Possessed / Requested 13	Estimated Total Purchase Cost \$19,500.00	Estimated Annual Maintenance Cost \$130.00	Expected Service Life Approx. 50,000 rounds
Equipment Funding Source(s) SO-864370 - Equipment (Fixed Assets).			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Knights Armament	Model SR-25	Type Rifle
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**Equipment Description**

.308 Winchester caliber gas impingement magazine fed semi-auto rifle.

**Equipment Capabilities**

Approx 2700 FPS with standard 168 grain projectile, 2,719 ft/lbs of kinetic energy, maximum range of 1,000 yards.

**Purpose of Equipment**

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire.

**Authorized Equipment Use**

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire.

**Legal and Procedural Rules Governing Use**

Federal and state law, Sniper/Observer SOP.

**Training Requirements**

Sniper/Observer Qualification.

**Fiscal Impact**

Quantity Possessed / Requested 1	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost \$10.00	Expected Service Life 5,000 Rounds
Equipment Funding Source(s) Forfeited Seizure.			

J. Caudillo #1191  
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 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
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 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Masterpiece Arms	Model 700	Type Rifle
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## Equipment Description

.308 Winchester caliber bolt action magazine fed precision rifle.

## Equipment Capabilities

Approx 2700 FPS with standard 168 grain projectile, 2,719 ft/lbs of kinetic energy, maximum range of 1,000 yards.

## Purpose of Equipment

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire.

## Authorized Equipment Use

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire.

## Legal and Procedural Rules Governing Use

Federal and state law, Sniper/Observer SOP.

## Training Requirements

Sniper/Observer Qualification.

## Fiscal Impact

Quantity Possessed / Requested 2	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost \$10.00	Expected Service Life Approximately 5,000 Rounds
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Maxim Defense	Model MDX-505-PDX	Type Short Barrel Rifle
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### Equipment Description

The Maxim Defense MDX is a entry level lightweight, gas impingement, air cooled, magazine fed, selectable fire, shoulder fired weapon with a collapsible stock chambered in 5.56 NATO and configured with a 5.5-inch barrel

### Equipment Capabilities

The Maxim Defense MDX is a compact precision weapons system that can be deployed during covert operations, protection details, or other assignments where compact weapon systems would mitigate known or perceived safety hazards and is capable of delivering rounds at a greater accuracy longer distance than a pistol.

### Purpose of Equipment

Provides the operator the ability to deliver precision shots in order to incapacitate an immediate threat who will inflict or is inflicting great bodily injury or death to another person(s). This is an agency approved weapons system utilized by the Multi - Agency Weapons and Tactics Sniper Team. Provides the operator the ability to deliver precision shots in order to incapacitate an immediate threat who will inflict or is inflicting great bodily injury or death to another person(s).

### Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this weapons system in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed.

### Legal and Procedural Rules Governing Use

Authorized deployment and use of this weapon system may be within the guidelines established in Mendocino County Sheriff's Office Policy 300 - Use of Force and Policy 312 Firearms.

### Training Requirements

Members must have successfully completed a California POST Certified Course that satisfies the legislative training mandate to possess and use short barreled rifles specified in Section 33220(b) of the California Penal Code and which meets the POST Commission training requirements specified in POST Commission Regulation 1081. This agency approved training and qualification requirements must be met prior to deployment.

### Fiscal Impact

Quantity Possessed / Requested 3	Estimated Total Purchase Cost \$5,385.00	Estimated Annual Maintenance Cost \$30.00	Expected Service Life Approximately 5,000 Rounds
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Remington	Model 700 LTR	Type Rifle
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## Equipment Description

.308 Winchester caliber bolt action magazine fed precision rifle.

## Equipment Capabilities

Approx 2700 FPS with standard 168 grain projectile, 2,719 ft/lbs of kinetic energy, maximum range of 1,000 yards.

## Purpose of Equipment

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire.

## Authorized Equipment Use

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire.

## Legal and Procedural Rules Governing Use

Federal and State Law, Sniper/Observer SOP.

## Training Requirements

Sniper/Observer Qualification.

## Fiscal Impact

Quantity Possessed / Requested 4	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost \$10.00	Expected Service Life 5,000 Rounds
Equipment Funding Source(s) SO 8864370 - Equipment (Fixed Assets).			

J. Caudillo #1191  
Prepared By  
Sheriff's Lieutenant  
Title

08/14/25  
Date

M. Kendall  
Reviewed By  
Sheriff  
Title

08/14/25  
Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Remington	Model 870	Type 12-Gauge Shotgun
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## Equipment Description

A 12-gauge pump action shotgun with a magazine tube specifically dedicated to less lethal munition delivery.

## Equipment Capabilities

This weapon system is capable of delivering 12-gauge projectiles at great accuracy.

## Purpose of Equipment

This system is used to deliver kinetic energy projectiles and/or chemical agent munitions in order to control subjects who are violent or who demonstrate the intent to be violent and when used properly are less likely to result in death or serious physical injury and can be used in an attempt to deescalate a potentially deadly situation.

## Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

## Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

## Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

## 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) SO 864370 - Equipment (Fixed Assets).			

J. Caudillo #1191  
Prepared By  
Sheriff's Lieutenant  
Title

08/14/25  
Date

M. Kendall  
Reviewed By  
Sheriff  
Title

08/14/25  
Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Sig Sauer	Model SIG 716	Type Rifle
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**Equipment Description**

.308 Winchester caliber gas impingement magazine fed semi-auto rifle.

**Equipment Capabilities**

Approximately 2700 FPS with standard 168 grain projectile, 2,719 ft/lbs of kinetic energy, maximum range of 1,000 yards.

**Purpose of Equipment**

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire.

**Authorized Equipment Use**

Overwatch protection, intelligence gathering, mid range discriminatory precision rifle fire.

**Legal and Procedural Rules Governing Use**

Federal and state law, Sniper/Observer SOP.

**Training Requirements**

Sniper/Observer Qualification.

**Fiscal Impact**

Quantity Possessed / Requested 1	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost 10.00	Expected Service Life 5,000 Rounds
Equipment Funding Source(s) Forfeited Seizure.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

**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

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Defense Technology	Model 1026	Type CS Canister
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### Equipment Description

Consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage of a ortho-chlorobenzalmalonitrile payload is a short period of time.

### Equipment Capabilities

Designed for outdoor use and has fire producing capability. This is a hand thrown canister with a scattering effect and rapid burning of the sub-munition canisters that provide wide area coverage and minimize the throwback potential.

### Purpose of Equipment

May be used for crowd control or crowd dispersal.

### Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

### Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

### Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

### Fiscal Impact

Quantity Possessed / Requested 5	Estimated Total Purchase Cost \$500.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

## Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Defense Technology	Model 1072	Type CS Canister
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### Equipment Description

A high volume, continuous discharge canister with high volume continuous burn that expels a payload of ortho-chlorobenzalmalonoitrile in approximately 20 - 40 seconds. The payload is discharged through four gas ports located at the top of the canister, three on the side, and one on the bottom.

### Equipment Capabilities

Designed for outdoor use and has fire producing capability. This is a hand thrown canister with a scattering effect and rapid burning of the sub-munition canisters that provide wide area coverage and minimize the throwback potential.

### Purpose of Equipment

May be used for crowd control or crowd dispersal.

### Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

### Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

### Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

### 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 Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Defense Technology	Model 1080	Type OC Canister
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**Equipment Description**

A high volume, continuous discharge canister with high volume continuous burn that expels a payload of oleoresin capsicum in approximately 20 - 40 seconds through four gas ports located at the top of the canister.

**Equipment Capabilities**

Designed for outdoor use and has fire producing capability. This is a hand thrown canister with a scattering effect and rapid burning of the sub-munition canisters that provide wide area coverage and minimize the throwback potential.

**Purpose of Equipment**

May be used for crowd control or crowd dispersal.

**Authorized Equipment Use**

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

**Legal and Procedural Rules Governing Use**

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

**Training Requirements**

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

**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 Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Defense Technology	Model 2260	Type Ferret Liquid OC 40mm Round
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## Equipment Description

The Ferret® 40mm Round is a frangible projectile filled with oleo-resin capsicum, a chemical agent that is non-burning and suitable for indoor use. It is designed to deliver the chemical agent in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety.

## Equipment Capabilities

Designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

## Purpose of Equipment

Primarily used to dislodge barricaded subjects from very small confined areas. its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to deescalate a potential deadly situation.

## Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

## Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

## Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
9	\$450.00	N/A	5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Defense Technology	Model 2262	Type Ferret Liquid CS 40mm Round
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**Equipment Description**

The Ferret® 40mm Round is a frangible projectile filled with oleo-resin capsicum, a chemical agent that is non-burning and suitable for indoor use. It is designed to deliver the chemical agent in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety.

**Equipment Capabilities**

Designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

**Purpose of Equipment**

Primarily used to dislodge barricaded subjects from very small confined areas. its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to deescalate a potential deadly situation.

**Authorized Equipment Use**

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

**Legal and Procedural Rules Governing Use**

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

**Training Requirements**

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

**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 Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
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 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Defense Technology	Model 2290	Type Ferret Powder OC 40mm Round
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**Equipment Description**

The Ferret® 40mm Round is a frangible projectile filled with oleo-resin capsicum, a chemical agent that is non-burning and suitable for indoor use. It is designed to deliver the chemical agent in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety.

**Equipment Capabilities**

Designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

**Purpose of Equipment**

Primarily used to dislodge barricaded subjects from very small confined areas. its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to deescalate a potential deadly situation.

**Authorized Equipment Use**

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

**Legal and Procedural Rules Governing Use**

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

**Training Requirements**

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

**Fiscal Impact**

Quantity Possessed / Requested 2	Estimated Total Purchase Cost \$100.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
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 Title

08/14/25  
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 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Defense Technology	Model 3012	Type 12-Gauge CS Ferret Round
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### Equipment Description

A fin-stabilized frangible 12-gauge projectile with ortho-chlorobenzalmalonitrile. It is designed to deliver chemical agents in barricade situations from a 12-gauge shotgun. It affords stand-off distance for safety.

### Equipment Capabilities

A non-burning munition suitable for indoor use and designed to penetrate barriers, such as windows and hollow core doors.

### Purpose of Equipment

To minimize risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent of dangerous subjects.

### Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

### Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

### Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

### Fiscal Impact

Quantity Possessed / Requested 20	Estimated Total Purchase Cost \$500.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDOM)
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Equipment Funding Source(s)  
SO 862232 - Law Enforcement Supplies & Services.

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Defense Technology	Model 56854	Type 40mm Aerosol OC Fogger
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### Equipment Description

An operator controlled instantaneous initiated aerosol canister with a payload of oleoresin capsicum. It is non pyrotechnic that is not a fire hazard and requires minimal de-containment.

### Equipment Capabilities

Designed for indoor tactical operations when a non pyrotechnic instantaneous delivery system is desired. It is most efficient when used in confined areas or deployed close to the target.

### Purpose of Equipment

The purpose of the Aerosol Grenade Fogger is to minimize the risks of all parties through pain compliance, temporary discomfort and/or incapacitation and potentially violent or dangerous subjects.

### Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

### Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

### Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

### 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 Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Defense Technology	Model 6172	Type 40mm Skat Shell
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### Equipment Description

The 40mm Skat Shell® incorporates an aluminum shell and utilizes black powder as a repellent. The 40mm Skat Shell® contains four (4) separate sub-munitions filled with ortho-chlorobenzalmalonoitrile that function individually once the round is discharged from a 40mm launcher down range to the intended targeted zone.

### Equipment Capabilities

Designed for outdoor use and has fire producing capability. The round may be fired in the air at an angle of 25° - 30° (degrees) to achieve maximum stand off distance, it may be skip fired into the target area from lesser distances. The smaller scattering effect and the rapid burning of the sub-munition canisters provide a wide area of coverage and minimizes the throwback potential.

### Purpose of Equipment

May be used for crowd control or crowd dispersal.

### Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition upon authorization of the Shift Supervisor, Incident Commander or Crisis Response Unit ((SWAT) Commander, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

### Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

### Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

### 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 Enforcement Supplies & Services.			

J. Caudillo #1191  
Prepared By  
Sheriff's Lieutenant  
Title

08/14/25  
Date

M. Kendall  
Reviewed By  
Sheriff  
Title

08/14/25  
Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Defense Technology	Model 6320	Type 40mm Direct Impact OC Round
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## Equipment Description

The 40mm Direct Impact® iOC munition is a point-of-aim, point-of-impact direct-fire foam round loaded with oleo-resin capsicum powder, which combines blunt trauma with the effects of an irritant powder, maximizing the potential for incapacitation. The 40mm Direct Impact® OC munition is fired from a 40mm launcher.

## Equipment Capabilities

This munition is most effective for incapacitation within its optimal range of approximately 5 - 40 meters, although it may be used in situations from 2 - 50 meters. The optimal zone offers the necessary energy and accuracy to target the large muscle groups of a person and when used properly is less likely to result in death or serious physical injury.

## Purpose of Equipment

To minimize risks to all parties through pain compliance, temporary discomfort and/or incapacitation of non-compliant subjects who are violent or when demonstrate the intent to be violent and can be used in an attempt to deescalate a potentially deadly situation.

## Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition in any circumstance where the member can articulate a reasonable expectation that the munition may be needed to disorientate a potentially violent or dangerous subject.

## Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

## Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

## 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 Enforcement Supplies & Services.			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer PepperBall	Model Live Oleoresin Capsicum	Type Powder OC .68 Caliber Round
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### Equipment Description

A frangible projectile filled with oleoresin capsicum, a chemical agent that is non-burning and suitable for indoor use. It is designed to be delivered from PepperBall compressed gas launcher.

### Equipment Capabilities

Designed to rupture on impact and instantaneously deliver a small chemical payload.

### Purpose of Equipment

Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to deescalate a potentially deadly situation.

### Authorized Equipment Use

Assigned Mendocino County Sheriff's Office Correctional Facility members and SWAT Team Members may deploy and use this weapons system in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed.

### Legal and Procedural Rules Governing Use

Authorized deployment and use of this weapon system may be within the guidelines established in Mendocino County Sheriff's Office Policy 300 - Use of Force and Policy 308 Control Devices and Techniques.  
Mendocino County Jail Policy and Procedure 505.00 Use of Force and Restraints.

### Training Requirements

Members must have successfully completed an approved training prior to deployment.

### Fiscal Impact

Quantity Possessed / Requested 840 Rounds	Estimated Total Purchase Cost \$450.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
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 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

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

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Lewis Machine & Tool (LMS)	Model 40 LMST	Type 40mm Launcher
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## Equipment Description

A single shot break open frame launcher with a rifled barrel, double action trigger, trigger lock push button and hammer lock safeties, 40mm, rifled 14-inch barrel.

## Equipment Capabilities

This weapon system is capable of delivering 40mm projectiles at great accuracy.

## Purpose of Equipment

This system is used to deliver kinetic energy projectiles in order to control subjects who are violent or who demonstrate the intent to be violent and when used properly are less likely to result in death or serious physical injury and can be used in an attempt to deescalate a potential deadly situation.

## Authorized Equipment Use

Assigned Sheriff's Office members may deploy this weapons system in any circumstance where the member can articulate a reasonable expectation that the weapon system may be needed.

## Legal and Procedural Rules Governing Use

Authorized deployment and use of this weapons system must be within the guidelines established in the Mendocino County Sheriff's Office Policy 300 - Use of Force and Policy 308 Controlled Devices and Techniques.

## Training Requirements

Members must complete agency approved training and meet qualification requirements prior to deployment and use.

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
1	\$985.70	\$10.00	15 Years
Equipment Funding Source(s) SO-864370 - Equipment (Fixed Assets).			

J. Caudillo #1191  
Prepared By  
Sheriff's Lieutenant  
Title

08/14/25  
Date

M. Kendall  
Reviewed By  
Sheriff  
Title

08/14/25  
Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Defense Technology	Model 6325	Type eXact iMpacT™ 40mm Sponge Round
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### Equipment Description

The eXact Impact™ 40mm Sponge Round is a point of aim, point of impact direct Fire round fired from a 40mm launcher. The lightweight, high speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant and therefore have velocities that are extremely consistent.

### Equipment Capabilities

This munition is most effective for incapacitation within its optimal range of approximately 5 - 40 meters, although it may be used in situations from 1.5 - 50 meters. The optimal zone offers the necessary energy and accuracy to target the large muscle groups of a person and when used properly is less likely to result in death or serious physical injury.

### Purpose of Equipment

This munition may be used to control non-compliant subjects who are violent or who demonstrate the intent to be violent and can be used in an attempt to deescalate a potentially deadly situation.

### Authorized Equipment Use

Members assigned to the Mendocino County Special Weapons and Tactics Team are authorized to deploy and use this munition in any circumstance where the member can articulate a reasonable expectation that the munition may be needed to disorientate a potentially violent or dangerous subject.

### Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force and 308 Controlled Devices and Techniques.

### Training Requirements

Members must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use.

### Fiscal Impact

Quantity Possessed / Requested 60	Estimated Total Purchase Cost \$1,200.00	Estimated Annual Maintenance Cost N/A	Expected Service Life 5 Years (FDM)
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
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 Prepared By  
 Sheriff's Lieutenant  
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 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer PepperBall	Model FTC - Full Tactical Carbine	Type Compression Gas Launcher
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### Equipment Description

A .68 caliber compressed gas launcher with a 180 round capacity that delivers frangible projectiles filled with oleoresin capsicum, a chemical agent that is non-burning and suitable for indoor use.

### Equipment Capabilities

Capable of delivering .68 caliber projectiles up to 100 feet at great accuracy with 7.3 - 11 feet / lbs., of kinetic energy.

### Purpose of Equipment

Used to disperse and control incarcerated subjects who are violent or demonstrate the intent to be violent, during riots, refusal to lock-down, or physical altercations. When used properly this system is less likely to result in death or serious physical injury and can be used in an attempt to deescalate a potential deadly situation. Devices are also utilized as a less lethal tool to gain compliance and deescalate combative suspects for Patrol and SWAT Deputies.

### Authorized Equipment Use

Assigned Mendocino County Sheriff's Correctional Facility members and SWAT Team Members may deploy this weapon system in any circumstance can articulate a reasonable expectation that the rifle may be needed.

### Legal and Procedural Rules Governing Use

Authorized deployment and use of this weapon system may be within the guidelines established in Mendocino County Sheriff's Office Policy 300 - Use of Force and Policy 308 Control Devices and Techniques. Mendocino County Jail Policy and Procedure 505.00 Use of Force and Restraints.

### Training Requirements

Members must have successfully completed an approved training prior to deployment.

### Fiscal Impact

Quantity Possessed / Requested 6	Estimated Total Purchase Cost \$4,000.00	Estimated Annual Maintenance Cost \$100.00	Expected Service Life 10 Years
Equipment Funding Source(s) SO 864370 - Equipment (Fixed Assets).			

J. Caudillo #1191  
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 Prepared By  
 Sheriff's Lieutenant  
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 Title

08/14/25  
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 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

**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 iImpact™ 40mm Sponge Round
47. PepperBall	FTC - Full Tactical Carbine	Compression Gas Launcher

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Kinetic Breaching Tool (KBT)	Model KBT 3-1000	Type Powder Actuated Breaching Tool
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## Equipment Description

The Kinetic Breaching Tool™ is a forced entry tool designed for breaching. The tool utilizes a custom loaded .45LC blank cartridge to deliver kinetic energy and drive a captive impact plate to defeat door hardware. No projectiles or explosives pressures exits this tool.

## Equipment Capabilities

850 Feet / pounds of kinetic energy delivered to the mechanically driven ram.

## Purpose of Equipment

Provides a paramount breaching capability that increases operator safety and operational safety during high-risk situations where breaching is required.

## Authorized Equipment Use

Assigned Sheriff's Office members who have successfully completed agency approved training would be authorized to utilize this equipment in any situation requiring it's use.

## Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force.

## Training Requirements

Members must have successfully completed agency approved training (operating, use and deployment) prior to equipment use.

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
2	\$21,403.00	TBD	5-Years
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer LRAD Cororation	Model LRAD-100X	Type Long Range Acoustic Device
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### Equipment Description

The LRAD-100X is a high intensity directional acoustic array for long range, clear speech, hailing, notification and warning / alert system tone. A type of Acoustic Hailing Device (AHD) that provides communication and warning functions over longer distances and in a much clearer format than traditional public address systems mounted to most vehicles.

### Equipment Capabilities

Delivers focused, intelligible, directional broadcasts for targeted communication up to 600 meters with an operational range up to 250 meters over 88 dB of background noise. Delivers clearly heard and understood communications into buildings and vehicles. Provides safe communication beyond standoff distances during crisis situations.

### Purpose of Equipment

The purpose of the LRAD is to communicate clear direction to individuals, groups, and victims / bystanders at critical incidents. The Mendocino County Sheriff's Office will not use LRAD warning alert warning system for crowd dispersal or control, as opposed voice commands, during organized protest events with the exception of individuals engaged in felonious behavior.

### Authorized Equipment Use

It is the policy of the Mendocino County Sheriff's Office to deploy and use the LRAD to maximize safety of all individuals involved in an incident. The LRAD may be deployed only in events where there is a need to notify the public in large scale evacuations (Fire, Tsunami, Flood Events) or convey information to large crowds, for jailing in events such as emergency Search and Rescue (SAR) operations or during critical incidents crisis negotiations.

### Legal and Procedural Rules Governing Use

The LRAD will only be deployed and used under the guidelines established in Mendocino County Sheriff's Office Policy 707 - Acoustic Hailing Device.

### Training Requirements

Operators of the LRAD device must successfully complete agency approved LRAD training prior to deployment or use (Mendocino County Sheriff's Office Policy 707 - Acoustic Hailing Device).

### 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 Enforcement Supplies & Services / 2015 State Homeland Security Grant Fund.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer Rapid Assault Tools	Model Hydraulic RatPaK	Type Electronic Hydraulic Breaching Tool
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### Equipment Description

The Hydraulic RatPak™ is a self-contained, multi-purpose Hydraulic Breaching Tool kit. Four engineered tools are powered by a compact, reliable battery-powered hydraulic pump. The individual tools can be quickly attached onto the hydraulic hose and are immediately ready for use. The system is controlled by a hose mounted control unit.

### Equipment Capabilities

Multi-purpose hydraulic entry / rescue kit consists of:  
 Door Pusher for inward or outward swinging doors; Jamb Spreader for quiet, low damage entries; Bolt cutter for chain, padlocks, and window grills an low profile spreader. All tools are powered by a remote controlled, battery hydraulic pump.

### Purpose of Equipment

Provides a paramount breaching capability that increases operator safety and operational safety during high-risk situations where breaching is required.

### Authorized Equipment Use

Assigned Sheriff's Office members who have successfully completed agency approved training would be authorized to utilize this equipment in any situation requiring it's use.

### Legal and Procedural Rules Governing Use

Mendocino County Sheriff's Office Policy 300 Use of Force.

### Training Requirements

Members must have successfully completed agency approved training (operating, use and deployment) prior to equipment use.

### Fiscal Impact

Quantity Possessed / Requested 1	Estimated Total Purchase Cost \$23,665.00	Estimated Annual Maintenance Cost TBD	Expected Service Life 5-Years
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

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)

KBT 3-100

Powder Actuated Breaching Tool

50. LRAD Corporation

LRAD-100X

Long Range Acoustic Device

51. Rapid Assault Tools

Hydraulic RatPaK

Electronic Hydraulic Breaching Tool

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Brinc	Model Lemar S	Type Unmanned Aerial System (UAS)
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## Equipment Description

The Lemur S is a medium platform remote controlled aircraft (UAS) built to be easily transported, stored, and prepared for flight and outfitted with an aerial imaging system designed for gathering information through imaging, recording and two-way communication. It has the ability to be outfitted with certain accessories based on mission specific needs to include but not limited to a glass breaker, general purpose payload dropper and door pusher.

## Equipment Capabilities

Capable of sustained directed flight and gathering imagery information through outfitted vision enhancement technology that is a no zoom camera. Capable of two-way communication.

## Purpose of Equipment

Data collection and communication.

## Authorized Equipment Use

Unmanned aerial systems may be utilized to enhance the office's mission of protecting lives and property when other means and resources are not available or are less effective.

## Legal and Procedural Rules Governing Use

Any use of an UAS will be in strict accordance with constitutional and privacy rights, Federal Aviation Administration (FAA) Regulations (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

## Training Requirements

Operators must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
1	\$17,103.00	TBD	4 - Years
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer DJI	Model Matrice 200 Series	Type Unmanned Aerial System (UAS)
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### Equipment Description

The Matrice 200 Series is a medium platform remote controlled aircraft (UAS) built to easily transported, stored and prepared for flight and outfitted with a powerful aerial imaging system designed for gathering information through imaging and recording.

### Equipment Capabilities

Capable of sustaining directed flight up to 1 mile, during daylight and darkness, whether preprogrammed or remotely controlled. The Matrice is capable of flight and gathering imagery information through outfitted vision enhancement technology that includes a 30x zoom and thermal camera.

### Purpose of Equipment

Data collection.

### Authorized Equipment Use

Unmanned aerial system may be utilized to enhance the office's mission of protecting lives and property when other means and resources are not available or are less effective.

### Legal and Procedural Rules Governing Use

Any use of an UAS will be in strict accordance with constitutional and privacy rights, Federal Aviation Administration (FAA) Regulations (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

### Training Requirements

Operators must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

### Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
1	\$27,000.00	\$400.00	5 Years
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer DJI	Model Mavic 2 Dual Enterprise	Type Unmanned Aerial System (UAS)
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## Equipment Description

The Mavic 2 Dual Enterprise is a small platform remote controlled aircraft (UAS) built to easily transported, stored and prepared for flight and outfitted with a powerful aerial imaging system designed for gathering information through imaging and recording.

## Equipment Capabilities

Capable of sustaining directed flight up to 1 mile, during daylight and darkness, whether preprogrammed or remotely controlled. The Mavis is capable of flight and gathering imagery information through outfitted vision enhancement technology that includes no zoom and thermal camera.

## Purpose of Equipment

Data collection.

## Authorized Equipment Use

Unmanned aerial system may be utilized to enhance the office's mission of protecting lives and property when other means and resources are not available or are less effective.

## Legal and Procedural Rules Governing Use

Any use of an UAS will be in strict accordance with constitutional and privacy rights, Federal Aviation Administration (FAA) Regulations (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

## Training Requirements

Operators must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
1	\$4,200.00	\$50.00	5 Years
Equipment Funding Source(s) Equipment owned by Mendocino County Sheriff's Search and Rescue (Non-Profit Volunteer Organization).			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer DJI	Model Mavic Avata	Type Unmanned Aerial Vehicle (UAV)
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### Equipment Description

Unmanned Aerial Vehicle (UAV) with Zoom and FLIR Camera.

### Equipment Capabilities

Unmanned flight up to 1 mile range away from the pilot. Small form factor allows for indoor flight.

### Purpose of Equipment

Leadership Recon, understanding situation in real time as to determine an appropriate response, check for missing persons or suspects in locations to dangerous to send staff.

### Authorized Equipment Use

a. Post-incident crime scene preservation and documentation.    b. Explosive Ordinance Disposal (EOD) missions.  
c. Response to hazardous materials spills.    d. Search and Rescue (SAR) missions as defined in CA Govt. Code Sec. 26614.  
e. Public safety and life preservation missions to include barricaded suspects, and hostage situations.

### Legal and Procedural Rules Governing Use

Federal Aviation Administration (FAA) Guideline / Regulations.

### Training Requirements

Federal Aviation Administration (FAA) Part 107 Pilots License, 8 hour flight training to show proficiency, all training and live mission flights per 90-days to stay current or must re-certify mission ready with Chief Pilot.

### 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  
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 Prepared By  
 Sheriff's Lieutenant  
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 Title

08/14/25  
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 Date

M. Kendall  
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 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer DJI	Model Mavic Mini 2	Type Unmanned Aerial System (UAS)
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**Equipment Description**

The Mavic Mini is a small platform remote controlled aircraft (UAS) built to easily transported, stored and prepared for flight and outfitted with an aerial imaging system designed for gathering information through imaging and recording.

**Equipment Capabilities**

Capable of sustaining directed flight up to 1 mile, during daylight and indoors and remotely controlled. The Mavis is capable of flight and gathering imagery information through outfitted vision enhancement technology that is a no zoom camera.

**Purpose of Equipment**

Data collection.

**Authorized Equipment Use**

Unmanned aerial system may be utilized to enhance the office's mission of protecting lives and property when other means and resources are not available or are less effective.

**Legal and Procedural Rules Governing Use**

Any use of an UAS will be in strict accordance with constitutional and privacy rights, Federal Aviation Administration (FAA) Regulations (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

**Training Requirements**

Operators must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

**Fiscal Impact**

Quantity Possessed / Requested 1	Estimated Total Purchase Cost \$500.00	Estimated Annual Maintenance Cost \$25.00	Expected Service Life 4 Years
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191  
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 Prepared By  
 Sheriff's Lieutenant  
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 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer DJI	Model Mavic Mini 3	Type Unmanned Aerial Vehicle (UAV)
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## Equipment Description

Unmanned Aerial Vehicle (UAV) with HD Camera.

## Equipment Capabilities

Unmanned flight up to 1 mile range away from the pilot. Small form factor allows for indoor flight.

## Purpose of Equipment

Leadership Recon, understanding situation in real time as to determine an appropriate response, check for missing persons or suspects in locations to dangerous to send staff.

## Authorized Equipment Use

a. Post-incident crime scene preservation and documentation.    b. Explosive Ordinance Disposal (EOD) missions.  
c. Response to hazardous materials spills.    d. Search and Rescue (SAR) missions as defined in CA Govt. Code Sec. 26614.  
e. Public safety and life preservation missions to include barricaded suspects, and hostage situations.

## Legal and Procedural Rules Governing Use

Federal Aviation Administration (FAA) Guideline / Regulations.

## Training Requirements

Federal Aviation Administration (FAA) Part 107 Pilots License, 8 hour flight training to show proficiency, all training and live mission flights per 90-days to stay current or must re-certify mission ready with Chief Pilot.

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
1	\$600.00	\$25	4 Years
Equipment Funding Source(s) SO 862232 - Law Enforcement Supplies & Services.			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

### Manufacturer Product Information

Manufacturer DJI	Model Mavic Pro	Type Unmanned Aerial System (UAS)
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### Equipment Description

The Mavic PRO is a small platform remote controlled aircraft (UAS) built to easily transported, stored and prepared for flight and outfitted with an aerial imaging system designed for gathering information through imaging and recording.

### Equipment Capabilities

Capable of sustaining directed flight up to 1 mile, during daylight whether preprogrammed or remotely controlled. The Mavis Pro is capable of flight and gathering imagery information through outfitted vision enhancement technology that is a no zoom camera.

### Purpose of Equipment

Data collection.

### Authorized Equipment Use

Unmanned aerial system may be utilized to enhance the office's mission of protecting lives and property when other means and resources are not available or are less effective.

### Legal and Procedural Rules Governing Use

Any use of an UAS will be in strict accordance with constitutional and privacy rights, Federal Aviation Administration (FAA) Regulations (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

### Training Requirements

Operators must have successfully completed agency approved training and meet the qualification requirements prior to deployment and use (Mendocino County Sheriff's Office Policy 613 Unmanned Aerial System).

### 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 Enforcement Supplies & Services.			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

**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. DJI	Mavic Mini 2	Unmanned Aerial System (UAS)
58. DJI	Mavic Mini 3	Unmanned Aerial System (UAS)
59. DJI	Mavic Pro	Unmanned Aerial System (UAS)

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Freightliner	Model MT 55	Type Class 6 Van
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**Equipment Description**

2004 45 - foot Freightliner designed and built as a Mobile Command Center.

**Equipment Capabilities**

6 - 8 person multi-station Mobile Command Center.

**Purpose of Equipment**

Provides an internal and secure response vehicle that contains equipment to establish communications, control and coordination at critical incidents or other large scale events.

**Authorized Equipment Use**

Use shall only be authorized by a Watch Commander or SWAT Commander, based on the specific circumstances of a given critical incident or event.

**Legal and Procedural Rules Governing Use**

California Vehicle Code Sections 21055 and 21056.  
Mendocino County Sheriff's Office Policy 316 - Deputy Response to Calls.

**Training Requirements**

Driver(s) must possess a Class B Driver's License and have successfully completed the Emergency Vehicle Operations Training Course.

**Fiscal Impact**

Quantity Possessed / Requested 1	Estimated Total Purchase Cost N/A	Estimated Annual Maintenance Cost	Expected Service Life 20 Years
Equipment Funding Source(s) SO 827707 - General Donation(s).			

J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/14/25  
 \_\_\_\_\_  
 Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Freightliner	Model Road Rescue	Type Type III
------------------------------	----------------------	------------------

## Equipment Description

1998 Freightliner chassis, large format ambulance, converted to a Mobile Crisis Negotiations Operation Center.

## Equipment Capabilities

2 - 5 person Mobile Command Center.

## Purpose of Equipment

Provides an internal and secure response vehicle that transports and provides the tools and technology needed to conduct crisis negotiations.

## Authorized Equipment Use

Use shall only be authorized by a Watch Commander or SWAT Commander, based on the specific circumstances of a given critical incident or event.

## Legal and Procedural Rules Governing Use

California Vehicle Code Sections 21055 and 21056.  
Mendocino County Sheriff's Office Policy 316 - Deputy Response to Calls.

## Training Requirements

Driver(s) must possess a Class B Driver's License and have successfully completed the Emergency Vehicle Operations Training Course.

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
1			20 Years
Equipment Funding Source(s) SO 827707 - General Donation(s).			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment     Equipment Available for Use/Possessed

## Manufacturer Product Information

Manufacturer Lenco Armored Vehicles	Model Bearcat	Type Armored Rescue Vehicles
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## Equipment Description

2009 2 - door open floor plan 4 x 4 built on a Ford chassis that seats 10 - 12 personnel.

## Equipment Capabilities

4 x 4 capacity allows for emergency response in rural regions and outfitted armor will stop various projectiles to provide greater safety to citizens and Officers beyond the protection level of standard shields and personal body armor.

## Purpose of Equipment

Used in response to critical incidents to enhance officer and community safety, rescue citizens, improve scene containment, stabilization and assist in resolving critical incidents.

## Authorized Equipment Use

Use shall only be authorized by a Watch Commander or SWAT Commander, based on the specific circumstances of a given critical incident or event.

## Legal and Procedural Rules Governing Use

California Vehicle Code Sections 21055 and 21056.  
Mendocino County Sheriff's Office Policy 316 - Deputy Response to Calls.

## Training Requirements

Driver(s) must possess a Class C Driver's License and have successfully completed the Emergency Vehicle Operations Training Course.

## Fiscal Impact

Quantity Possessed / Requested	Estimated Total Purchase Cost	Estimated Annual Maintenance Cost	Expected Service Life
1	\$259,635.01	\$10,000	20 Years
Equipment Funding Source(s) SO 862232 Law Enforcement Supplies & Service / Partially Grant Funded.			

J. Caudillo #1191

Prepared By

Sheriff's Lieutenant

Title

08/14/25

Date

M. Kendall

Reviewed By

Sheriff

Title

08/14/25

Date

# Mendocino County Sheriff's Office

Military Equipment Inventory/Acquisition Request Form

Request for Acquisition of Equipment       Equipment Available for Use/Possessed

**Manufacturer Product Information**

Manufacturer Lenco Armored Vehicles	Model G3 4WD Off Road Upgrade	Type Armored Rescue Vehicle
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**Equipment Description**

Armored Rescue and Tactical Vehicle

**Equipment Capabilities**

Armor Protection. Armor Panels constructed of Certified Mil-Spec Steel. Vertical Armor Panels are .50 inch thick. Off road capable. Capable of deploying fire suppression in tactical environment and high water fording during localized flooding. Capable of civilian rescue in active shooter scenario.

**Purpose of Equipment**

Used in response to critical incidents to enhance officer and community safety, rescue citizens, improve scene containment, stabilization and assist in resolving critical incidents.

**Authorized Equipment Use**

Use shall only be authorized by a Watch Commander or SWAT Commander, based on the specific circumstances of a given critical incident or event.

**Legal and Procedural Rules Governing Use**

California Vehicle Code Sections 21055 and 21056.  
Mendocino County Sheriff's Office Policy 316 - Deputy Response to Calls.

**Training Requirements**

Driver(s) must possess a Class C Driver's License and have successfully completed the Emergency Vehicle Operations Training Course.

**Fiscal Impact**

Quantity Possessed / Requested 1/1	Estimated Total Purchase Cost \$460,000	Estimated Annual Maintenance Cost \$3,000	Expected Service Life 20 years
Equipment Funding Source(s) Asset Forfeiture			

Lt. J. Caudillo #1191  
 \_\_\_\_\_  
 Prepared By  
 Sheriff's Lieutenant  
 \_\_\_\_\_  
 Title

08/26/25  
 \_\_\_\_\_  
 Date

M. Kendall  
 \_\_\_\_\_  
 Reviewed By  
 Sheriff  
 \_\_\_\_\_  
 Title

08/26/25  
 \_\_\_\_\_  
 Date

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
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## **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

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**Item #:** 3h)

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**To:** BOARD OF SUPERVISORS

**From:** Human Resources

**Meeting Date:** October 21, 2025

**Department Contact:** Cherie Johnson

**Phone:** 707-234-6600

**Department Contact:** Brandy Dalzell

**Phone:** 707-234-6600

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 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

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**Item #: 3h)**

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**Supervisory 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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-167



**RESOLUTION NO. 25-167**

**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:

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

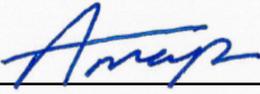
*The effective date of this Resolution shall be October 26, 2025, to coincide with the beginning of Pay Period 23-25.*

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

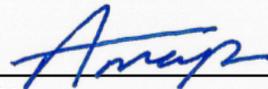
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

**RESOLUTION NO. 25-167**

**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**

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*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 by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

\_\_\_\_\_  
Deputy

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

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3i)**

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**To: BOARD OF SUPERVISORS**

**From:** Human Resources

**Meeting Date:** October 21, 2025

**Department Contact:** Cherie Johnson

**Phone:** 707-234-6600

**Department Contact:** Brandy Dalzell

**Phone:** 707-234-6600

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Adoption of Resolution 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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** N/A

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**Item #: 3i)**

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-168



## RESOLUTION NO. 25-168

### 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.*

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

## RESOLUTION NO. 25-168

### 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

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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

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The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

\_\_\_\_\_  
Deputy

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

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3j)**

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**To: BOARD OF SUPERVISORS**

**From:** Information Technology

**Meeting Date:** October 21, 2025

**Department Contact:** Alex Land

**Phone:** 707-234-6348

**Department Contact:** Tony Rakes

**Phone:** 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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** N/A

**Fiscal Details:**

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**Item #: 3j)**

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 25-170





**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Mendocino County CA

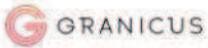
## Granicus Proposal for Mendocino County CA

### 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
<b>SUBTOTAL:</b>		<b>\$19,584.49</b>

*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
<b>SUBTOTAL:</b>			<b>\$48,873.00</b>



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

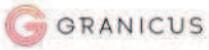
*Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages. Additional volume purchased will cover the period of 30 Sep 2025 - 30 Jun 2026 The additional volume and annual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

<b>Communications Cloud Tier:</b>
0

**CREDITS AVAILABLE**

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

<b>Available Service Credits</b>	
<b>Total Services Catalog Credits:</b>	<b>25</b>



**FUTURE YEAR PRICING**

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
Government Experience Service Cloud Essentials <i>(Up to 10000 Unique Contacts)</i>	\$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
<b>SUBTOTAL:</b>	<b>\$36,202.38</b>	<b>\$38,736.55</b>	<b>\$41,448.11</b>	<b>\$44,349.48</b>
<b>Total Services Catalog Credits:</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>

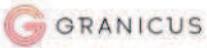


## PRODUCT UPDATES

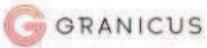
FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:  
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

## PRODUCT DESCRIPTIONS

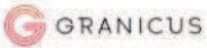
Solution	Description
<p>Government Experience Service Cloud Essentials</p>	<p>The annual subscription edition is an outcome-focused solution that increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes:</p> <ul style="list-style-type: none"> <li>• Strategic Capabilities                             <ul style="list-style-type: none"> <li>○ Designated Experience Partner</li> <li>○ Extended LMS Training On-demand</li> <li>○ Access to Services Catalog</li> <li>○ Biannual CX Program Brief to Review Insights &amp; Recommendations</li> <li>○ Online Help Articles and Access to govCommunity</li> </ul> </li> <li>• Data Insights                             <ul style="list-style-type: none"> <li>○ Community Satisfaction and Performance Monitoring</li> <li>○ Government Effectiveness Score</li> <li>○ Digital Experience Score</li> <li>○ Quality of Life Surveys</li> <li>○ In-app Reporting and Dashboards</li> </ul> </li> <li>• Connected Technology                             <ul style="list-style-type: none"> <li>○ Service Web Portal</li> <li>○ Forms and Workflows (up to 50)                                     <ul style="list-style-type: none"> <li>▪ 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</li> </ul> </li> <li>○ Outbound Communications                                     <ul style="list-style-type: none"> <li>▪ Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target</li> </ul> </li> </ul> </li> </ul>



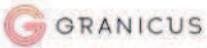
Solution	Description
	<p>audiences.</p> <ul style="list-style-type: none"> <li>○ Ongoing security updates</li> <li>○ Ongoing product updates and enhancements</li> <li>○ Product accessibility maintained perpetually</li> <li>○ 99.9% up-time guarantee</li> <li>○ Technical Support Reporting (biannual)</li> <li>○ Escalation &amp; Care Process</li> <li>○ Support Coverage &amp; Response Time SLAs                             <ul style="list-style-type: none"> <li>▪ Severity Level 1: System unavailable – 1 hour</li> <li>▪ Severity Level 2: Major system features unavailable, no user workaround – 4 hours</li> <li>▪ Severity Level 3: Major system features unavailable, user workaround available – 12 hours</li> <li>▪ Severity Level 4: Transactional issue, user workaround available - 24 hours</li> </ul> </li> </ul> <p>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 go-forward 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.</p>
<p>Granicus Web - Content Migration for OpenCities (50 pages)</p>	<p>Content Migration Delivery:</p> <p>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:</p> <ul style="list-style-type: none"> <li>- Access to the CMS with all agreed pages moved over (to the best that accessibility compliance and CMS functionality/limitations allow)</li> <li>- A recap document that details anything your team should know about what Granicus migrated as well as recommendations</li> <li>- All content migrated in conformance with the WCAG 2.2 AA accessibility standard</li> </ul> <p>Client Responsibilities:</p> <ul style="list-style-type: none"> <li>- 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.'</li> <li>- 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.'</li> </ul>



Solution	Description
	<p>Identify an individual or team with the ability to clarify questions and promptly make decisions about migration questions</p> <p>What's IN scope?</p> <ul style="list-style-type: none"> <li>- 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.</li> <li>- Migration of time-bound items (news articles, events, job listings, rfp/bid listings), only if identified and counted within the allotted scope.</li> </ul> <p>What's NOT in scope?</p> <ul style="list-style-type: none"> <li>- Anything within an iFrame or embedded HTML content</li> <li>- Interactive/dynamic content</li> <li>- Content not managed within the CMS</li> <li>- JavaScript, CSS, or other custom code</li> <li>- Interactive web forms and/or single-page applications</li> <li>- Written content within image/diagram</li> <li>- Content contained inside a PDF file</li> <li>- Documents and images on pages marked "Do Not Migrate"</li> </ul> <p>** This SKU cannot be used to migrate content from a non-Granicus hosted Intranet.</p>
<p>Granicus Web - Intranet-Specialty services pack - Independent Subsite</p>	<p>The Independent Subsite package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of layouts.</p> <p><b>This package includes:</b></p> <ul style="list-style-type: none"> <li>• Professional Project Management                         <ul style="list-style-type: none"> <li>○ Weekly / bi-weekly communication</li> </ul> </li> <li>• Basic UX Consultation, which may include one (1) or more of the following:                         <ul style="list-style-type: none"> <li>○ One (1) site analytics report based on Google Analytics</li> <li>○ One (1) homepage heatmap analytics visualization</li> <li>○ One (1) internal stakeholder survey</li> <li>○ One (1) modular homepage wireframe based on predefined building blocks</li> <li>○ Information Architecture (IA) best practices review</li> </ul> </li> <li>• One (1) Basic Content Rationalization Package (optional)                         <ul style="list-style-type: none"> <li>○ Best practices review, one (1) hour session</li> <li>○ Site scrape loaded into AIM framework document</li> </ul> </li> <li>• One (1) Visual Design Package</li> </ul>



Solution	Description
	<ul style="list-style-type: none"> <li>○ One (1) homepage design concept</li> <li>○ Interior page sample</li> <li>○ Mobile version sample</li> <li>○ Up to three (3) rounds of design revisions</li> <li>• Development/CMS Implementation</li> <li>• QA &amp; Accessibility Report</li> </ul> <p><b>** This package does not include content migration</b></p>
<p>Government Experience Service Cloud Essentials - Set-up, Config, and Training</p>	<p>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.</p> <p>This solution includes:</p> <ul style="list-style-type: none"> <li>• Stakeholder Kickoff and GXC Project Alignment</li> <li>• Program Management - Weekly / bi-weekly communication</li> <li>• Up to three (3) Email message templates</li> <li>• Development/Implementation/component configuration, including:             <ul style="list-style-type: none"> <li>• Forms and workflow</li> <li>• Community satisfaction and performance monitoring</li> <li>• Email and SMS communications</li> </ul> </li> <li>• 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</li> <li>• Recommended schedule by platform module:             <ul style="list-style-type: none"> <li>• Forms and workflow: Two (2) hours total – Up to 25 people</li> <li>• Customer satisfaction &amp; performance monitoring: Ninety (90) minutes total – Up to ten (10) people</li> <li>• Email and SMS communications: Ninety (90) minutes total – Up to (10) people</li> </ul> </li> </ul> <p><i>*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</i></p>



Solution	Description
	<p><i>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.</i></p>
<p>Web Experience - Enhanced Package</p>	<p>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.</p> <p>This package includes:</p> <ul style="list-style-type: none"> <li>• Professional Project Management</li> <li>• Weekly / bi-weekly communication</li> <li>• Basic UX Consultation, which may include one (1) or more of the following based on consultation with client:</li> <li>• One (1) site analytics report based on Google Analytics</li> <li>• One (1) homepage heatmap analytics visualization</li> <li>• One (1) internal stakeholder survey</li> <li>• One (1) Community survey export</li> <li>• One (1) modular homepage wireframe based on predefined building blocks</li> <li>• Information Architecture (IA) best practices review</li> <li>• One (1) Content Rationalization Package (basic)</li> <li>• Best practices review, one (1) hour session</li> <li>• Site scrape loaded into AIM framework document</li> <li>• One (1) Visual Design Package</li> <li>• One (1) homepage design concept</li> <li>• Interior page sample</li> <li>• Mobile version sample</li> <li>• Up to three (3) rounds of design revisions</li> <li>• Up to two (2) CX features</li> <li>• choose from Granicus library</li> <li>• Development/CMS Implementation</li> <li>• Content Migration - up to one hundred (100) pages</li> <li>• QA &amp; Accessibility Report</li> </ul>



Solution	Description
	<ul style="list-style-type: none"> <li>• Remote Training</li> <li>• Delivered in three (3) non-consecutive sessions eight (8) hours total</li> <li>• Up to ten (10) people</li> </ul>
<p>OpenCities Subsite License</p>	<p>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.</p> <p>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.</p> <ul style="list-style-type: none"> <li>• Use the full power of OpenCities modules to create functionally rich subsites</li> <li>• Reduce maintenance costs</li> <li>• All sites benefit from ongoing Accessibility, Browser, Device and UI updates</li> <li>• Easily share content such as events in between sites, even if each site looks different</li> <li>• Setup password protected sites to deliver secure information to authenticated users.</li> <li>• Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements.</li> <li>• Does not include implementation services</li> </ul>

## 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**

**DEPARTMENT FISCAL REVIEW:**

By: [Signature]  
DEPARTMENT HEAD

Date: 09/30/2025

Budgeted:  Yes  No

Budget Unit: 0717

Line Item: 862227

Org/Object Code: ITSF/862227

Grant:  Yes  No

Grant No.: N/A

**COUNTY OF MENDOCINO**

By: [Signature]  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 10/21/2025

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/21/2025

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

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/21/2025

**INSURANCE REVIEW:**

By: [Signature]  
Risk Management

Date: 09/30/2025

**CONTRACTOR/COMPANY NAME**

DocuSigned by:  
[Signature]  
71FB6CB5D848403... Greg Eck Senior Manager, Contracts

Date: 10/6/2025

**NAME AND ADDRESS OF CONTRACTOR:**

Granicus LLC  
PO Box 29650  
Phoenix, AZ 85038-9650

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:  
By: [Signature]  
COUNTY COUNSEL

Date: 09/30/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 09/30/2025

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: \_\_\_\_\_



**BILLING INFORMATION**

<b>Billing Contact:</b>	Katherine Waddington	<b>Purchase Order Required?</b>	<input checked="" type="checkbox"/> - No <input type="checkbox"/> - Yes
<b>Billing Address:</b>	501 Low Gap Road, Rm 1440, Ukiah, CA 95482	<b>PO Number:</b> <i>If PO required</i>	N/A
<b>Billing Email:</b>	InformationTechnology@mendocinocounty.gov	<b>Billing Phone:</b>	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	
<b>Signature:</b>	
<b>Name:</b>	Tony Rakes
<b>Title:</b>	Deputy CEO
<b>Date:</b>	<b>09/30/2025</b>



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 3k)

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**To:** BOARD OF SUPERVISORS

**From:** Library

**Meeting Date:** October 21, 2025

**Department Contact:** Mellisa Hannum

**Phone:** 707-882-3114

**Department Contact:** Barb Chapman

**Phone:** 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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** [www.mendolib.org](http://www.mendolib.org)

**Fiscal Details:**

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**Item #: 3k)**

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**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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-169



## RESOLUTION NO. 25-169

### 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

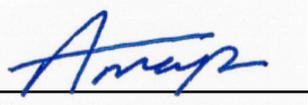
1. Authorizes the Mendocino County Library Director or designees, to accept, on behalf of the Board of Supervisors any gift, bequest, devise, or donation, made to or in favor of the Mendocino County Library without further approval by the Board of Supervisors.
2. The Library Director shall file with 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."

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

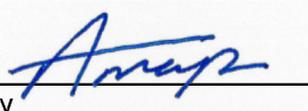
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

**RESOLUTION NO. 25-169**

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

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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

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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."

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

\_\_\_\_\_  
Deputy

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

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 31)**

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**To: BOARD OF SUPERVISORS**

**From:** Library

**Meeting Date:** October 21, 2025

**Department Contact:** Mellisa Hannum

**Phone:** 707-882-3114

**Department Contact:** Barb Chapman

**Phone:** 707-367-8216

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**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 low-income 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

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**Item #: 31)**

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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

**Supervisory 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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: October 21, 2025



Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: MENDOCINO COUNTY LIBRARY	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: COUNTY OF MENDOCINO		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 946000520	* c. UEI: 120567672000	
<b>d. Address:</b>		
* Street1: 105 N. Main St.	Street2: <input type="text"/>	
* City: Ukiah	County/Parish: Mendocino	
* State: California	Province: <input type="text"/>	
* Country: <input type="text"/>	USA: UNITED STATES	
* Zip / Postal Code: 95482		
<b>e. Organizational Unit:</b>		
Department Name: Mendocino County Library	Division Name: <input type="text"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Ms.	* First Name: Barbra	
Middle Name: A.		
* Last Name: Chapman		
Suffix: <input type="text"/>		
Title: Administrative Services Manager		
Organizational Affiliation: Mendocino County Library		
* Telephone Number: 707-367-8216	Fax Number: <input type="text"/>	
* Email: chapmanb@mendocinocounty.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, Boonville, Philo, Manchester, Leggett, Laytonville, Piercy, Caspar, Hopland, Redwood Valley, Potter Valley, Elk, Albion, Westport, Gualala.

Mendocino County

**\* 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

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="\$ 50,000.00"/>
* b. Applicant	<input type="text" value="\$ 550,000.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text" value="\$ 0.00"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="\$ 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 Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

**BUDGET INFORMATION - Non-Construction Programs**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Community Facilities	10.766	\$	\$	\$ 50000	\$ 550000	\$ 600000
2.						0
3.						0
4.						0
<b>5. Totals</b>		\$ 0	\$ 0	\$ 50000	\$ 550000	\$ 600000

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	New Hybrid Freightliner Bookmobile to Serve Rural Mendocino County				
a. Personnel	\$	\$	\$	\$	\$ 0
b. Fringe Benefits					0
c. Travel					0
d. Equipment	600,000				600,000
e. Supplies					0
f. Contractual					0
g. Construction					0
h. Other					0
i. Total Direct Charges (sum of 6a-6h)	600,000	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	\$	\$	\$	\$	\$ 0

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Prescribed by OMB (Circular A -102) Page 1A

**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. New Hybrid Freightliner Bookmobile to Serve Rural Mendocino County	\$ 550,000	\$	\$	\$ 550,000
9.				0
10.				0
11.				0
12. TOTAL (sum of lines 8-11)	\$ 550,000	\$ 0	\$ 0	\$ 550,000

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 50,000	\$	\$	\$	\$ 50,000
14. Non-Federal	\$ 550,000	300,000			250,000
15. TOTAL (sum of lines 13 and 14)	\$ 600,000	\$ 300,000	\$ 0	\$ 0	\$ 300,000

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges:		22. Indirect Charges:	
23. Remarks:	Bookmobiles usually take up to one year to complete the build with all furnishings. There is a possibility that it may take longer if parts are back ordered.		

## 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 is non-operative, we take a different county vehicle to deliver holds and pick up book returns. When this happens, patrons miss being able to 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](http://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.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 3m)

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**To:** BOARD OF SUPERVISORS

**From:** Social Services

**Meeting Date:** October 21, 2025

**Department Contact:** DeDe Parker

**Phone:** 707-463-7761

**Department Contact:** Megan Van Sant

**Phone:** 707-463-7733

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**Agenda Title:**

Approval of 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 community-based programs that can assist with housing navigation and homelessness-related services.

**Alternative Action/Motion:**

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**Item #: 3m)**

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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**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: Approved

Executed Item Type: Agreement

Number: 24-122-A1



AMENDMENT #1

Original Agreement 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.

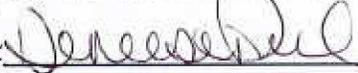
NOW, THEREFORE, we agree as follows:

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:**

By:   
DeNeese Parker, Social Services Director

Date: 9/25/25

Budgeted: Yes  
Budget Unit: 0446  
Line Item: 86-2189  
Org/Object Code: VRHHIP  
Grant: Yes  
Grant No.: BOS-23-013

**COUNTY OF MENDOCINO**

By:   
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 10/21/2025

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By:   
Deputy 10/21/2025

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

DARCIE ANTLE, Clerk of said Board

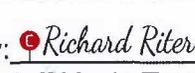
By:   
Deputy 10/21/2025

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 09/19/2025

**CONTRACTOR/COMPANY NAME**

By:   
~~Jeff Mock, Treasurer~~ Richard Riter, Treasurer

Date: 09/23/2025

**NAME AND ADDRESS OF CONTRACTOR:**

Ukiah Adventist Hospital, d.b.a.  
Adventist Health Ukiah Valley  
275 Hospital Drive  
Ukiah, CA 95482  
707-995-5752  
BuchhoMC@ah.org

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

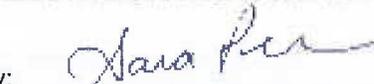
**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By:   
COUNTY COUNSEL

Date: 09/19/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

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# 26-26  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

## EXHIBIT A-1

### DEFINITION OF SERVICES

- I. 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:
    1. Interdisciplinary outreach including medical coordination, wound care, medication administration, review, and instruction, as well as health education.
    2. 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:

A	PERSONNEL SALARIES AND BENEFITS: Wages and benefits (37%) of Street Medicine personnel that are not billable to Medi-Cal including: <ul style="list-style-type: none"><li>• RN (.50 FTE)</li><li>• Care Management Coordinator (nonclinical staff support for data collection, operations, and reporting) (.20 FTE)</li><li>• MSW (1FTE)</li></ul>	\$225,943.83
B	OPERATING EXPENSES: Outreach supplies, equipment, telecommunications	\$9,000.00
C	TRAVEL EXPENSES: Mileage	\$1,419.80
D	OTHER COSTS:	\$0
E	INDIRECT COSTS: Grant Management. Not to exceed 10% of modified direct costs, and not to extend the overall total of the Agreement over \$250,000.	Estimated \$13,636.36
CONTRACT 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 pre-approval 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

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**Item #:** 3n)

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**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

**Item Type:** Consent Agenda

**Time Allocated for Item:** N/A

**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, three-year 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 reduction targets. Successful compliance with SB 1383 requires a significant and coordinated effort 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

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**Item #: 3n)**

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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 three-year 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

**Supervisory 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 Dunncliff, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Adopted**

Executed Item Type: Resolution  
Number: 25-170

Executed Item Type: Agreement  
Number: 25-171



**RESOLUTION NO. 25-170**

**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

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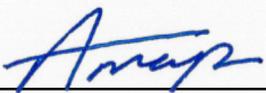
2. Authorizes and directs the Chair of the Board of Supervisors to execute said Agreement on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

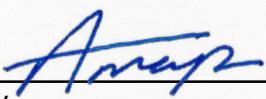
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

Q-12761

# County of Mendocino





**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: John Haschak

Date: 10/17/2025

Name (Print): John Haschak

Title: Chair, Mendocino County Board of Supervisors

Purchase Order Details:

Purchase Order number: \_\_\_\_\_

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

### Routeware, Inc, and Affiliates

Signature: \_\_\_\_\_

Date: September 12, 2025

Name (Print): ROBERT G NELSON

Title: VP, Finance

Please sign and email to Routeware Customer Success Team at [customersuccess@routeware.com](mailto:customersuccess@routeware.com)

FOR INTERNAL USE ONLY

Reviewed By:

Initial  
RT

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Howard N. Dashiell  
HOWARD N. DASHIELL, Director  
TRANSPORTATION

Date: Sep 15, 2025

Budgeted:  Yes  No

Budget Unit: 4510

Line Item: 862227

Org/Object Code: SW

Grant:  Yes  No

Grant No.: OWR4-22-0300

**COUNTY OF MENDOCINO**

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 10/21/2025

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Amy  
Deputy 10/21/2025

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

DARCIE ANTLE, Clerk of said Board

By: Amy  
Deputy 10/21/2025

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management

Date: 09/02/2025

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_  
SIGNATURE Signed by:  
ROBERT G NELSON  
A41C496AD9FC420...

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

Routeware Inc

16525 SW 72<sup>nd</sup> Ave

Portland, OR 97224

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: Geo DN  
COUNTY COUNSEL

Date: 09/02/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 09/02/2025

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: \_\_\_\_\_

# 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 unrepared 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.

**RESOLUTION NO. 25-170**

**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

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Agreement on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

\_\_\_\_\_  
Deputy

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

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 30)

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**To:** BOARD OF SUPERVISORS

**From:** Transportation

**Meeting Date:** October 21, 2025

**Department Contact:** Howard Dashiell

**Phone:** 707-463-4363

**Department Contact:** Jason Wise

**Phone:** 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

**Supervisory District:** District 5

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** n/a

**Fiscal Details:**

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**Item #: 30)**

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**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 Dunicliff, Deputy CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: October 21, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-171

Executed Item Type: Agreement

Number: 25-172



**RESOLUTION NO. 25-171**

**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

1. Approves Department of Transportation Agreement Number 250038, Memorandum of Agreement Between the Little River Airport Pilots Association and the County of Mendocino; and
2. Authorizes and directs the Chair of the Board of Supervisors to execute said Agreement on behalf of the County of Mendocino.

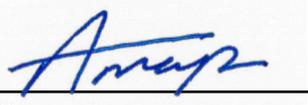
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The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

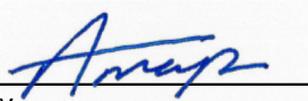
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

**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).

- 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. INDEMNIFICATION. 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. AMENDMENT. 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. EFFECTIVE DATE. 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.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Howard N. Dashiell  
HOWARD N. DASHIELL, Director  
TRANSPORTATION

Date: September 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  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 10/21/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amar  
Deputy 10/21/2025

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

DARCIE ANTLE, Clerk of said Board

By: Amar  
Deputy 10/21/2025

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 08/22/2025

LITTLE RIVER AIRPORT PILOTS ASSOC.

By: [Signature]  
SIGNATURE

Date: 9/1/25

NAME AND ADDRESS:

Little River Airport Pilots Association

43001 Little River Airport Road

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: [Signature]  
COUNTY COUNSEL

Date: 08/22/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 08/22/2025

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: \_\_\_\_\_

**RESOLUTION NO. 25-171**

**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

1. Approves Department of Transportation Agreement Number 250038, Memorandum of Agreement Between the Little River Airport Pilots Association and the County of Mendocino; and
2. Authorizes and directs the Chair of the Board of Supervisors to execute said Agreement on behalf of the County of Mendocino.

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The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 21<sup>st</sup> day of October 2025, by the following vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

\_\_\_\_\_  
Deputy

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

*APPROVED AS TO FORM:*  
CHARLOTTE E. SCOTT  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_

\_\_\_\_\_  
Deputy