

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

### April 8, 2025 - 9:00 AM

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Meeting Location(s): 400 E Commercial Street, Willits, CA. 95490 (Wonacott Room, Mendocino County Museum)

Zoom Link: <https://mendocinocounty.zoom.us/j/81874643935>

Zoom Phone Number (if joining via telephone): 1 669 900 9128 ; Zoom Webinar ID: 818 7464 3935

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 4d will be heard no sooner than 11:00AM.*

*Item 4f will be heard no sooner than 1:30PM.*

*Please note that all times provided are considered approximate, but the item will not be heard prior to the time listed.*

**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 Direction to Staff Regarding the Priorities and Preparation of Mendocino County's Preliminary Fiscal Year (FY) 2025-26 Budget**  
(Sponsor: Executive Office)

Recommended Action:

*Direction to staff regarding the priorities and preparation of Mendocino County's fiscal year (FY) 2025-26 budget.*

Attachments: [Budget Workshop Presentation](#)

[Attachment A - FY25.26 Budget Yardstick Data](#)

[04-07-25 Budget Workshop Presentation REVISED](#)

- 4c) **Discussion and Possible Action Including Direction to Department of Transportation and Staff to Develop Options for an Additional Effort in 2025-26 to Treat Segments of Surfacing for Various Portions of the County Maintained Road System**  
(Sponsors: Supervisor Cline, Supervisor Williams, and Department of Transportation)

Recommended Action:

*Direct Department of Transportation and staff to develop options for an additional effort in 2025-26 to treat segments of surfacing for various portions of the County Maintained Road System.*

- 4d) **Discussion and Possible Action Including Reaffirming the Board's Commitment to the Established Proposition 172 Funding Formula for Local Fire Agencies (5.46% of Annual Prop 172 Revenues plus a fixed \$87,521); and Direction that Fiscal Year 2025-26 Prop 172 Public Safety Sales Tax Revenue be Allocated to the 22 Mendocino County Fire Agencies in Accordance with this Formula**  
(Sponsor: Supervisor Williams)

Attachments: [172 Fire Agency Over The Years](#)

[Chief Orsi Prop 172](#)

[04-07-25 Westport VFD-Final FY20.21 Prop 172 Agreement](#)

[04-07-25 Westport VFD-Final FY21.22 Prop 172 Agreement](#)

[04-07-25 Westport VFD-Final FY22.23 Prop 172 Agreement](#)

[04-07-25 Westport VFD-Final Q1 FY23.24 Prop 172 Camp TOT Agreement](#)

[04-07-25 Prop 172 Recap FY18.19 - 23.24](#)

[04-07-25 Staff Memo Prop 172 Apportionments](#)

- 4e) **Discussion and Possible Action Including Acceptance of an Update on the Status of the Fort Bragg Branch Library Expansion; and Direction to Staff regarding a Memorandum of Understanding with the Friends of the Fort Bragg Library**  
(Sponsor: Executive Office and Library)

**Attachments:** [Library Expansion Project History 1913 to 2023](#)  
[Friends Library Annex Final Design112524](#)  
[Planning Application - Friends Library](#)  
[Letter to FB Friends re MOU](#)  
[04-07-25 Library Annex - Draft Letter to BOS](#)

- 4f) **Discussion and Possible Action Regarding Cannabis Cultivation Limits**  
(Sponsor: Executive Office)

**Recommended Action:**

*Two separate options for the recommended action have been prepared for the Board's consideration:*

*Motion 1: Direct staff to return with an Ordinance Amendment to limit the maximum amount of mature cannabis canopy to 10,000 square feet in appropriately zoned areas and provide direction to staff regarding applications for second Cannabis Cultivation Business Licenses (CCBL) allowing additional mature canopy that have already been submitted; or.*

*Motion 2: Affirm the Board's support for existing cannabis cultivation limits within County Code, which allows for two different types of CCBL on eligible parcels and up to 20,000 square feet of mature cannabis canopy in appropriately zoned areas.*

**Attachments:** [CCBL FAQ](#)

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

**Recommended Action:**

*Accept the Chief Executive Officer's report.*

- 4h) **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.*

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

Recommended Action:

*Provide direction to staff on matters of legislation.*

**5. MODIFICATIONS TO AGENDA**

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

**6. CLOSED SESSION**

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

- 6a) **Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Cubbison v. County of Mendocino, et al., Mendocino County Superior Court, Case No. 23CV01231**
- 6b) **Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Service Employees International Union, Local 1021 v. County of Mendocino, PERB Case Number SF-CE-2137-M**
- 6c) **Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Johnson, Kelli v. County of Mendocino, et al., Case No. 24-cv-07250-RMI (US District Court, N.D. Cal.)**

**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 March 25, 2025, Regular Meeting**

Recommended Action:

*Approve minutes of March 25, 2025, regular meeting.*

Attachments: [03-25-25 Minutes](#)

**BOARD OF SUPERVISORS**

- 3b) **Adoption of Proclamation Recognizing April 2025 as National Alcohol Awareness Month in Mendocino County**  
(Sponsors: Supervisor Mulheren, Supervisor Norvell, and Behavioral Health and Recovery Services)

Recommended Action:

*Adopt Proclamation recognizing April 2025 as National Alcohol Awareness Month in Mendocino County; and authorize Chair to sign same.*

Attachments: [Proclamation](#)

## EXECUTIVE OFFICE

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

Recommended Action:

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

Attachments: [Resolution 25-054](#)  
[Resolution](#)

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

Recommended Action:

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

Attachments: [Resolution 25-055](#)  
[Resolution](#)

- 3e) **Ratification of Letter of Support for Senate Bill 239 (Arreguín) - Open Meetings: Teleconferencing: Subsidiary Body**

Recommended Action:

*Ratify letter of support for Senate Bill 239 (Arreguín) - open meetings: teleconferencing: subsidiary body.*

Attachments: [Letter Of Support](#)

**3f) Ratification of Letter of Support for Assembly Bill 993: Rural Certified Unified Program Agency (CUPA) Reimbursement Program**

*Recommended Action:*

*Ratify letter of support for Assembly Bill 993: Rural Certified Unified Program Agency (CUPA) reimbursement program.*

**Attachments:** [Letter Of Support](#)

**3g) Ratification of a Letter of Support for Assembly Bill 830 - State Highways: Encroachment Permits: Relocating or Removing Encroachments: Public Utility Districts**

*Recommended Action:*

*Ratify letter of support for Assembly Bill 830 - state highways: encroachment permits: relocating or removing encroachments: public utility districts.*

**Attachments:** [Letter Of Support AB830](#)

**3h) Ratification of Letter of Opposition for Assembly Bill 339 (Ortega) - Local Public Employee Organizations: Notice Requirements**

*Recommended Action:*

*Ratify letter of opposition for Assembly Bill 339 (Ortega) - local public employee organizations: notice requirements; and authorize Chair to sign same.*

**Attachments:** [Letter Of Opposition](#)

**3i) Approval of Retroactive Amendment to BOS Agreement No. 05-072 Lease with Walls Family Revocable Trust for the Spanish Mountain Microwave Repeater Site , Extending the Term from March 1, 2025, through February 28, 2035, with Annual Rent Increases of 4.5%, and an Option for an Additional Ten-Year Term**

*Recommended Action:*

*Approve retroactive amendment to BOS Agreement No. 05-072 lease with Walls Family Revocable Trust for the Spanish Mountain microwave repeater site, extending the term from March 1, 2025, through February 28, 2035, with annual rent increases of 4.5%, and an option for an additional ten-year term; and authorize Chair to sign same; further authorize the CEO or their designee to sign the option for an additional term.*

**Attachments:** [Agreement 05-072-A1](#)

**AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR**

- 3j) **Approval of First Amendment to Agreement No. BOS-22-099 with THE DATA CENTER, a Mailing.com Company in the Amount of \$60,000 for a New Total of \$180,000 to Print and Mail Services for Mendocino County Tax Bills, Statements, and/or Notices Effective May 3, 2022, through June 30, 2026**

*Recommended Action:*

*Approve first amendment to Agreement No. BOS-22-099 with THE DATA CENTER, a mailing.com company in the amount of \$60,000 for a new total of \$180,000 to Print and Mail Services for Mendocino County Tax Bills, Statements, and/or Notices effective May 3, 2022, through June 30, 2026; and authorize Chair to sign same.*

**Attachments:** [Agreement 22-099-A1](#)

## **BEHAVIORAL HEALTH AND RECOVERY SERVICES**

- 3k) **Adoption of Resolution Authorizing the Auditor Controller Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of \$181,181.35, 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 \$181,181.35, 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 25-056](#)  
[Resolution](#)  
[Report of Claims Payment 09](#)

- 3l) **Adoption of Resolution Authorizing the Auditor Controller Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of \$56,714.00, 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 \$56,714.00, 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 25-057](#)  
[Resolution](#)  
[Report of Claims Payment 10](#)

- 3m) **Approval of Second Amendment to BOS Agreement No. 24-061 with Restpadd, Inc. in the Amount of \$347,000 for a New Agreement Total of \$1,347,000, to Provide Inpatient Psychiatric Services to Qualified Mendocino County Clients, Effective July 1, 2024, through June 30, 2025**

Recommended Action:

*Approve second amendment to BOS Agreement No. 24-061 with Restpadd, Inc. in the amount of \$347,000 for a new Agreement total of \$1,347,000 to provide Inpatient Psychiatric Services to Qualified Mendocino County Clients, effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments to the agreement that do not increase the annual maximum amount; and authorize Chair to sign same.*

**Attachments:** [Agreement 24-061-A1](#)

- 3n) **Approval of Agreement (First Amendment to Agreement No. MH-24-001) with Gary Ernst in the Amount of \$30,000 for a New Agreement Total of \$79,000, to Provide Fiscal Review Services, Effective July 1, 2024, through June 30, 2025**

Recommended Action:

*Approve Agreement (first amendment to Agreement No. MH-24-001) with Gary Ernst in the amount of \$30,000 for a new Agreement total of \$79,000, to provide fiscal review services, effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.*

**Attachments:** [Agreement 25-025](#)

- 3o) **Approval of Amendment to Agreement No. BOS-24-121 with Redwood Community Services, Inc. DBA Redwood Community Crisis Center in the Amount of \$17,767, for a New Agreement Total of Not to Exceed \$101,607, to Provide 24/7 Emergency Crisis Services, Outreach, and Engagement to Children, Youth, and Young Adults in Mendocino County, Effective July 1, 2024, through June 30, 2025**

*Recommended Action:*

*Approve amendment to Agreement No. BOS-24-121 with Redwood Community Services, Inc. DBA Redwood Community Crisis Center in the amount of \$17,767, for a new Agreement total of not to exceed \$101,607, to provide 24/7 emergency crisis services, outreach, and engagement to children, youth, and young adults in Mendocino County, effective July 1, 2024, through June 30, 2025; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.*

**Attachments:** [Agreement 24-121-A1](#)

## COUNTY COUNSEL

- 3p) **Adoption of an Ordinance Repealing Chapters 5.12 and 5.14 of Title 5 of the Mendocino County Code Pertaining to Damage and Calamity Reassessment and Replacing with Chapter 5.12 Pertaining to Damage or Calamity Reassessment**

*Recommended Action:*

*Adopt an Ordinance repealing Chapters 5.12 and 5.14 of Title 5 of the Mendocino County Code pertaining to damage and calamity reassessment and replacing with Chapter 5.12 pertaining to damage or calamity reassessment; and authorize the Chair to sign same.*

**Attachments:** [Ordinance 4545](#)  
[Ordinance](#)  
[Ordinance Summary](#)

## DISTRICT ATTORNEY

- 3q) **Adoption of Proclamation Recognizing the Week of April 6-12, 2025, as Crime Victims' Rights Week in Mendocino County**

*Recommended Action:*

*Adopt Proclamation recognizing the week of April 6-12, 2025, as Crime Victims' Rights Week in Mendocino County; and authorize Chair to sign same.*

**Attachments:** [Proclamation](#)



**HUMAN RESOURCES**

- 3r) **Adoption of Resolution Adopting the New Classification of Senior Program Manager - Family and Children's Services, Amending the Position Allocation Table as Follows: Budget Unit 5010 - Title Change From Senior Program Manager - Children's, Salary Grade 4481, to Senior Program Manager - Family and Children's Services; and Title Change to Affected Incumbents**

*Recommended Action:*

*Adopt Resolution adopting the new classification of Senior Program Manager - Family and Children's Services, amending the Position Allocation Table as follows: budget unit 5010 - title change from Senior Program Manager - Children's, salary grade 4481, to Senior Program Manager - Family and Children's Services; and title change to affected incumbents; and authorize Chair to sign same.*

**Attachments:** [Resolution 25-058](#)  
[Resolution](#)

- 3s) **Adoption of Resolution Authorizing Salary Revision of Retirement Financial Investment Officer, \$90,230.40 - \$109,678.40/Annually to \$123,864.00 - \$150,571.20/Annually; Modify the Retirement Financial Investment Officer as At-Will, Unrepresented Classification and Amend the Position Allocation Table Accordingly**

*Recommended Action:*

*Adopt Resolution authorizing salary revision of Retirement Financial Investment Officer, \$90,230.40 - \$109,678.40/annually to \$123,864.00 - \$150,571.20 /annually; modify the Retirement Financial Investment Officer as at-will, unrepresented classification and amend the Position Allocation Table accordingly; and authorize Chair to sign same.*

**Attachments:** [Resolution 25-059](#)  
[Resolution](#)  
[Retirement Financial Investment Officer 04.25](#)

**INFORMATION TECHNOLOGY**

- 3t) **Approval of Twelfth Amendment to BOS Agreement No. 15-056 with Manatron Inc./Aumentum in the Amount of \$60,500, for a New Total of \$3,780,015 for Letter of Authorization (LOA) 205 for additional Professional Consulting Services and Ongoing Maintenance of the County-Wide Property Tax Software System**

*Recommended Action:*

*Approve twelfth amendment to BOS Agreement No. 15-056 with Manatron Inc./Aumentum in the amount of \$60,500, for a new total of \$3,780,015 for letter of authorization (LOA) 205 for additional professional consulting services and ongoing maintenance of the County-Wide property tax software system; and authorize the Chief Executive Officer or designee to sign any future amendments to the Agreement that do not exceed the maximum amount; and authorize Chair to sign same.*

**Attachments:** [Interim Agreement \\*15-056-A9](#)

[BOS 15-056-A8](#)

[BOS 15-056-A7](#)

[BOS 15-056-A6](#)

[BOS 15-056-A5](#)

[BOS 15-056-A4](#)

[BOS 15-056-A3](#)

[BOS 15-056-A2](#)

[BOS 15-056-A1](#)

[Master Agreement BOS 15-056](#)

**MENDOCINO COUNTY RETIREMENTS ASSOCIATION**

- 3u) **Adoption of Resolution Making Government Code Section 31522.3 Applicable in Mendocino County, Exempting Assistant Administrators and Chief Investment Officers Appointed by the Mendocino County Employees Retirement Association (MCERA) Board of Retirement from County of Mendocino County Civil Service and Merit System Rules, and Permitting the MCERA Board of Retirement to Appoint Assistant Administrators and Chief Investment Officers**

*Recommended Action:*

*Adopt Resolution making Government Code section 31522.3 applicable in Mendocino County, exempting assistant administrators and chief investment officers appointed by the Mendocino County Employees Retirement Association (MCERA) Board of Retirement from Mendocino County Civil Service and Merit System rules, and permitting the MCERA Board of Retirement to appoint Assistant Administrators and Chief Investment Officers; and authorize Chair to sign same.*

**Attachments:** [Resolution 25-060](#)  
[Resolution](#)

## **PLANNING AND BUILDING SERVICES**

- 3v) **Adoption of Resolution Authorizing the Processing of a Consolidated Emergency Coastal Development Permit and Follow-up Coastal Development Permit, LCP\_2025-0002, by the California Coastal Commission, for The California Department of Transportation (Caltrans) to Construct a Beach Revetment and Associated Infrastructure at the Westport Emergency Landslide Repair on State Route 1**

*Recommended Action:*

*Adopt Resolution authorizing the processing of a Consolidated Emergency Coastal Development Permit and Follow-up Coastal Development Permit, LCP\_2025-0002, by the California Coastal Commission, for The California Department of Transportation (Caltrans) to Construct a Beach Revetment and associated infrastructure at the Westport Emergency Landslide Repair on State Route 1; and authorize Chair to sign same.*

**Attachments:** [Resolution 25-061](#)  
[01. LCP\\_2025-0002 BOS Memo FINAL](#)  
[02. LCP\\_2025-0002 BOS Reso FINAL](#)  
[03. LCP\\_2025-0002 Application & Plans](#)

## **SHERIFF-CORONER**

- 3w) **Adoption of Proclamation Recognizing April 13-19, 2025, as National Public Safety Telecommunicators (Dispatchers) Week in Mendocino County**

Recommended Action:

*Adopt Proclamation recognizing April 13-19, 2025, as National Public Safety Telecommunicators (Dispatchers) Week in Mendocino County; and authorize Chair to sign same.*

Attachments: [Proclamation](#)

## TRANSPORTATION/SOLID WASTE

- 3x) **Adoption of Resolution Approving Third Amendment to BOS Agreement 22-306 (Department of Transportation Agreement Number 220039), Amended and Restated Franchise Agreement for Solid Waste Franchise Area One (Willits, Westport, Laytonville, Covelo and Leggett Areas)**

Recommended Action:

*Adopt Resolution approving third amendment to BOS Agreement Number 22-306 (Department of Transportation Agreement Number 220039), amended and restated franchise Agreement for Solid Waste franchise area one (Willits, Westport, Laytonville, Covelo and Leggett Areas); and authorize Chair to sign same.*

Attachments: [Resolution 25-062](#)  
[Agreement 22-306-A3](#)  
[Resolution](#)

- 3y) **Adoption of Resolution Approving the Seventh Amendment to BOS Agreement No. 10-140, Franchise Agreement for Solid Waste Franchise Area Three (Anderson Valley Area)**

Recommended Action:

*Adopt Resolution approving the seventh amendment to BOS Agreement No. 10-140, Franchise Agreement for Solid Waste Franchise Area Three (Anderson Valley Area); and authorize Chair to sign same.*

Attachments: [Resolution 25-063](#)  
[Agreement 10-140-A7](#)  
[Resolution](#)

- 3z) **Adoption of Resolution Approving the Seventh Amendment to BOS Agreement No. 10-141, Franchise Agreement for Solid Waste Franchise Area Four (South Coast Area)**

*Recommended Action:*

*Adopt Resolution approving the seventh amendment to BOS Agreement No. 10-141, Franchise Agreement for Solid Waste Franchise Area Four (South Coast Area); and authorize Chair to sign same.*

**Attachments:** [Resolution 25-064](#)  
[Agreement 10-141-A7](#)  
[Resolution](#)

- 3aa) **Adoption of Resolution Approving Eighth Amendment to BOS Agreement No. 10-138, Transfer Station Operations Agreement and Lease (Albion, Boonville, Gualala, Laytonville, and Potter Valley Areas)**

*Recommended Action:*

*Adopt Resolution approving Eighth Amendment to BOS Agreement No. 10-138, Transfer Station Operations Agreement and Lease (Albion, Boonville, Gualala, Laytonville, and Potter Valley Areas); and authorize Chair to sign same.*

**Attachments:** [Resolution 25-065](#)  
[Agreement 10-138-A6](#)  
[Resolution](#)

- 3ab) **Adoption of Resolution Approving Eleventh Amendment to BOS Agreement No. 11-008, Caspar Transfer Station Operations Agreement and Lease (Caspar Area)**

*Recommended Action:*

*Adopt Resolution approving eleventh amendment to BOS Agreement No. 11-008, Caspar Transfer Station Operations Agreement and Lease (Caspar Area); and authorize Chair to sign same.*

**Attachments:** [Resolution 25-066](#)  
[Agreement 11-008-A8](#)  
[Resolution](#)

- 3ac) **Adoption of Resolution Approving Notice of Completion and Release of Contract Surety, Department of Transportation Contract Number 240002, 2024 Corrective/Preventative Maintenance on Mountain View Road, County Road 510, at Milepost 0.00 to 24.58 (Boonville Area)**

*Recommended Action:*

*Adopt Resolution approving Notice of Completion and release of Contract Surety, Department of Transportation Contract Number 240002, 2024 Corrective/Preventative Maintenance on Mountain View Road, County Road 510, at milepost 0.00 to 24.58 (Boonville Area); and authorize Chair to sign same.*

**Attachments:** [Resolution 25-067](#)

[Resolution](#)

[240002 Notice of Completion Inspection Memo](#)

[240002 Notice of Completion](#)

- 3ad) **Adoption of Resolution Authorizing the Department of Transportation to Advertise for Bids and Award Department of Transportation Agreement Number 250001 in the Estimated Amount of \$2,282,170 for the Apron Pavement Reconstruction at Little River Airport, and Authorizing the Director of Transportation to Act as the Airport Sponsor's Official Representative and to Execute the Airport Improvement Program Grant Agreement and Sign Other Necessary Related Documents on Behalf of Mendocino County (Little River Area)**

*Recommended Action:*

*Adopt Resolution authorizing the Department of Transportation to advertise for bids and award Department of Transportation Agreement Number 250001 in the estimate amount of \$2,282,170 for the Apron Pavement Reconstruction at Little River Airport, and authorizing the Director of Transportation to act as the Airport Sponsor's official representative and to execute the Airport Improvement Program grant agreement and sign other necessary related documents on behalf of Mendocino County (Little River Area); and authorize Chair to sign same.*

**Attachments:** [Resolution 25-068](#)

[Resolution](#)

[Apron Ad Award Grant Letter](#)

- 3ae) **Adoption of Resolution Authorizing the Department of Transportation to Advertise for Bids and Award Department of Transportation Contract Number 250016 for Revegetation Planting Related to the Eureka Hill Bridge Seismic Retrofit Project at Bridge Number 10C0034 on Eureka Hill Road over Garcia River, County Road 505, Milepost 4.92, at an Estimated Cost of \$105,000 (Point Arena Area)**

*Recommended Action:*

*Adopt Resolution authorizing the Department of Transportation to advertise for bids and award Department of Transportation Contract Number 250016 for revegetation planting related to the Eureka Hill bridge seismic retrofit project at Bridge Number 10C0034 on Eureka Hill Road over Garcia River, County Road 505, milepost 4.92, at an estimated cost of \$105,000 (Point Arena Area); and authorize Chair to sign same.*

**Attachments:** [Resolution 25-069](#)  
[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:** April 8, 2025

**Department Contact:** Varies

**Phone:** Varies

**Item Type:** Regular Agenda

**Time Allocated for Item:** 15 Minutes

**Agenda Title:**

Discussion and Possible Action Including Acceptance of Informational Report(s) from the Assessor/Clerk-Recorder/Registrar of Voters, 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: April 9, 2025







# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4b)**

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**To: BOARD OF SUPERVISORS**

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Tony Rakes

**Phone:** 707-463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 1 Hour

**Agenda Title:**

Discussion and Possible Action Including Direction to Staff Regarding the Priorities and Preparation of Mendocino County's Preliminary Fiscal Year (FY) 2025-26 Budget  
(Sponsor: Executive Office)

**Recommended Action/Motion:**

Direction to staff regarding the priorities and preparation of Mendocino County's fiscal year (FY) 2025-26 budget.

**Previous Board/Board Committee Actions:**

The Board of Supervisors adopted the FY 2024-24 Mendocino County Budget on June 25, 2024 (Resolution 24-096). On November 5, 2024, the Board of Supervisors adopted Resolution No. 24-160, amending the Fiscal Year (FY) 2024-25 Budget. On February 25, 2024, the Board of Supervisors adopted Resolution No. 25-038, amending the Fiscal Year (FY) 2024-25 Budget.

**Summary of Request:**

The Budget Workshop is intended to allow time for the board to provide input into the preparation of the upcoming County Budget. The presentation attached to this agenda summary outlines topics of interest as for the upcoming fiscal year.

**Alternative Action/Motion:**

Return to staff for alternative handling.

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

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** N/A

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**Item #: 4b)**

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

**budget clarification:** N/A

**annual recurring cost:** N/A

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

**revenue agreement:** N/A

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

**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Direction Given to Staff**

Date: April 9, 2025



# FY 25/26 Budget Workshop

April 8<sup>th</sup>, 2025



*Chief Executive Officer*    Darcie Antle



## FY25/26 Budget Summary – General Fund

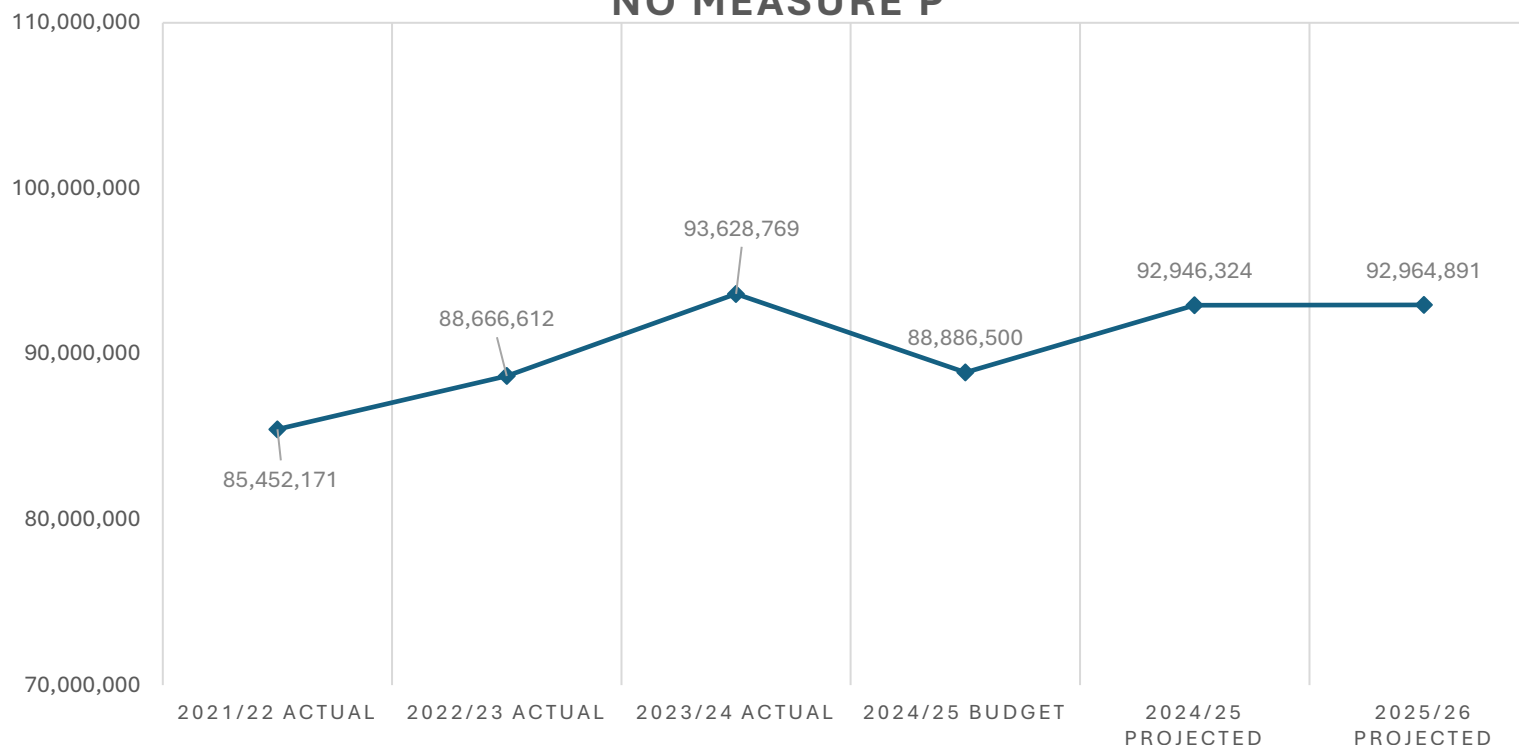
- Projected 25-26 Deficit as of 4-3-25: **\$17,000,000**
- Non-Departmental Revenue (ND): **\$96,887,891**
  - ND Revenue post transfer out: \$81,665,320
- Salary and Benefit (1000 series): **\$150,200,878**
  - \$138,480,899 in FY24-25
- Services and Supplies (2000 series): **\$43,406,145**
  - \$44,527,903 in FY24-25
- Available one-time funding: **\$9,130,610**



# FY25/26 Budget Summary – ND Revenue

- Revenue projecting flat since FY2023-24
- 25-26 Revenue approx. \$700k lower than 2023/24 actuals
- ND Revenue with Measure P is **\$96,887,891**

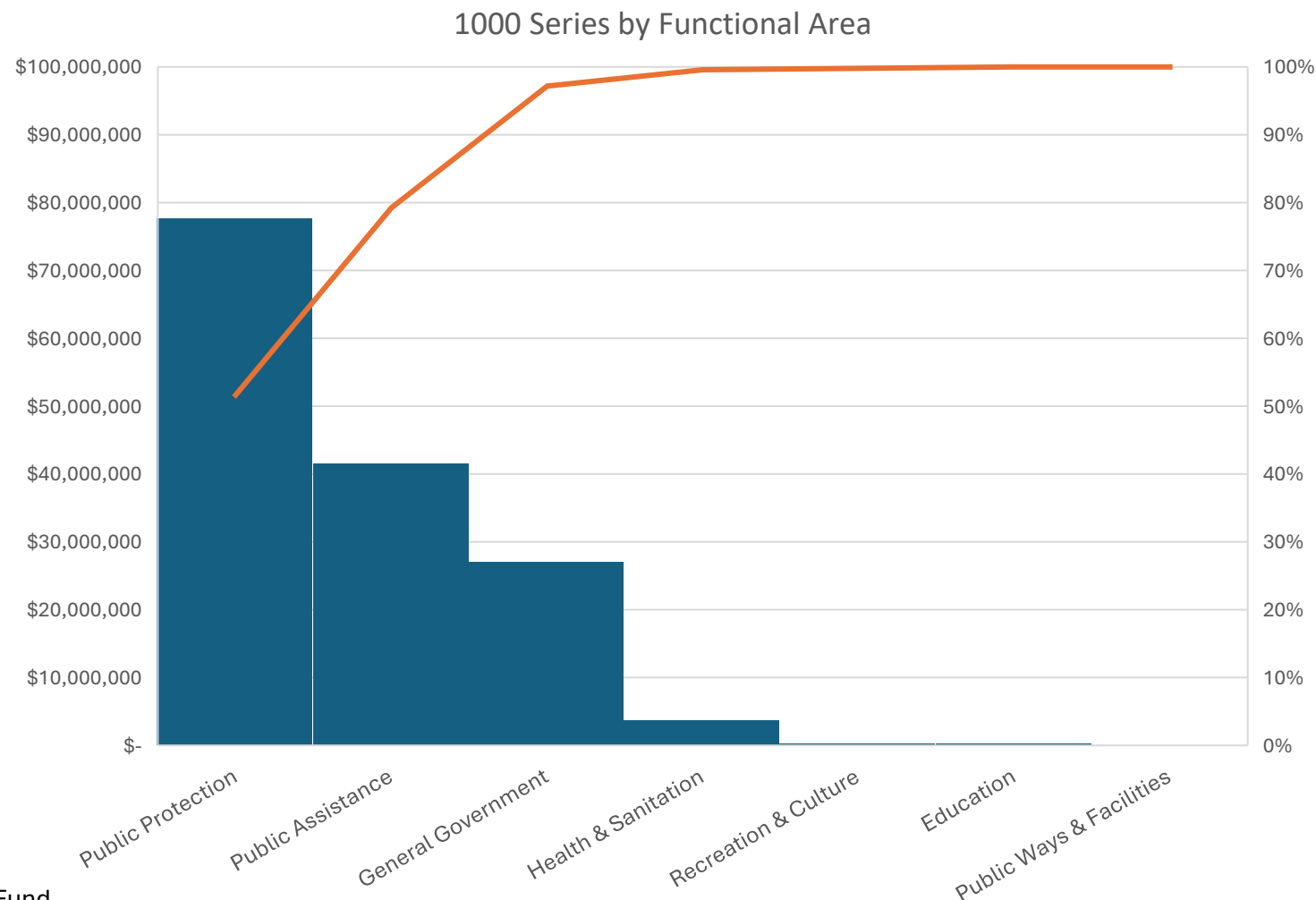
## NON-DEPARTMENTAL REVENUE PROJECTION NO OPERATING TRANSFER IN/OUT NO MEASURE P





# FY25/26 Budget Summary – General Fund 1000 Series

- Public Protection makes up **52%** of 1000 Series total
  - **71%** if Public Assist. excluded\*
- General Government makes up **18%** of 1000 Series total
  - **24%** if Public Assist. excluded
- Top 3 Functional Areas account for **97%** of 1000 Series total
  - **99%** if Public Assist. excluded

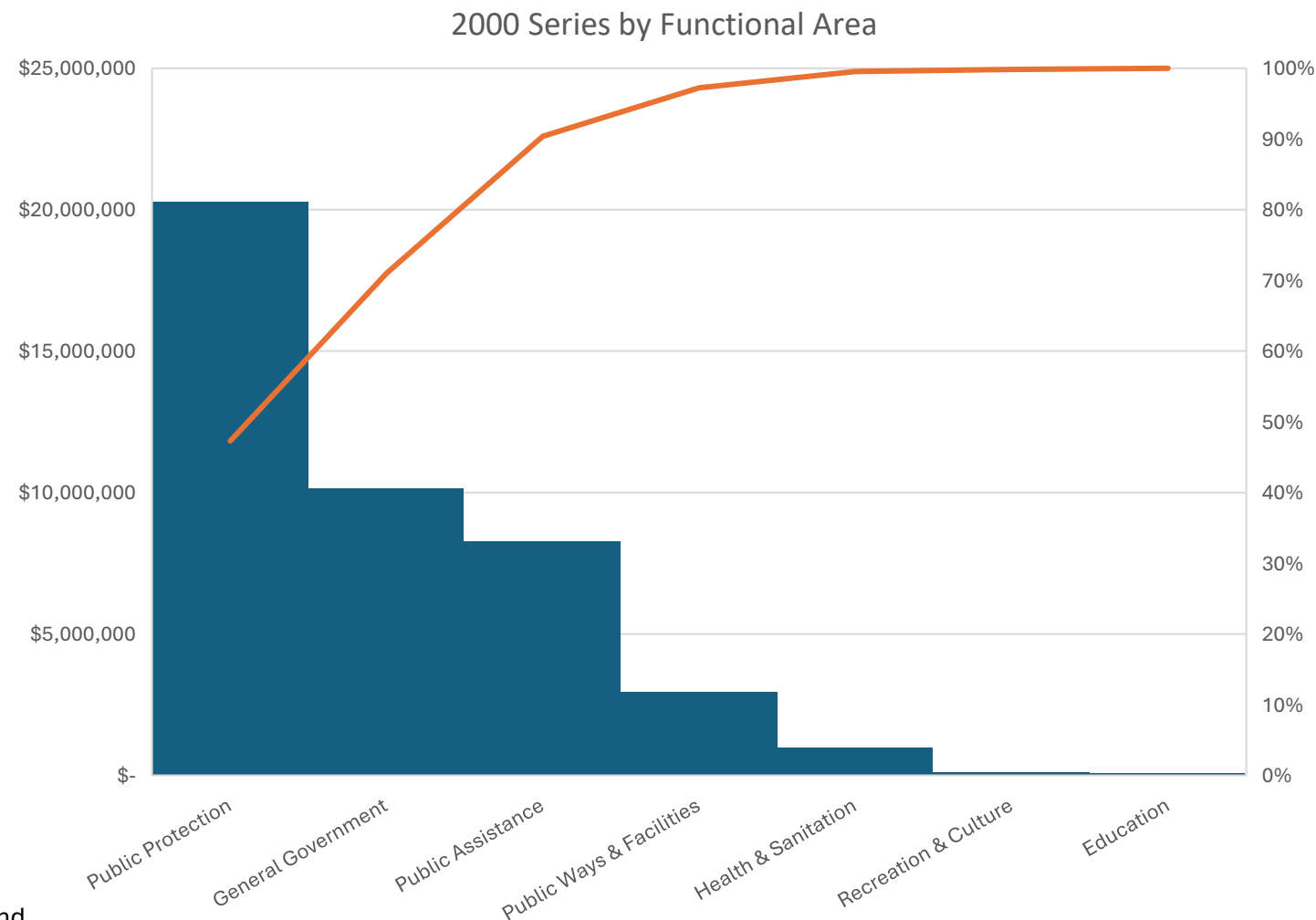


\*Public Assist. excluded due to State/Federal revenue offset to reflect true General Fund



# FY25/26 Budget Summary – General Fund 2000 Series

- Public Protection makes up **47%** of 2000 Series total
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- Top 3 Functional Areas account for **90%** of 1000 Series total
  - **88%** if Public Assist. excluded



\*Public Assist. excluded due to State/Federal revenue offset to reflect true General Fund



# FY25/26 Budget Summary – General Fund Scenarios

## Assumptions:

- Budget Deficit of \$17M
- Revenues realized as projected
- Reductions are approximations
- Social Services excluded

**Scenario A:** No one-time funding for operating expenses. Full \$17M deficit to offset.

- Reduce 1000 Series by 16-18% (\$17M-\$19M)
- Reduce 2000 Series by 50% (\$17M)

**Scenario B:** All available one-time funds used for operating expenses. \$8M deficit to offset.

- Reduce 1000 Series by 7-9% (\$8M-\$10M)
- Reduce 2000 Series by 23% (\$8M)

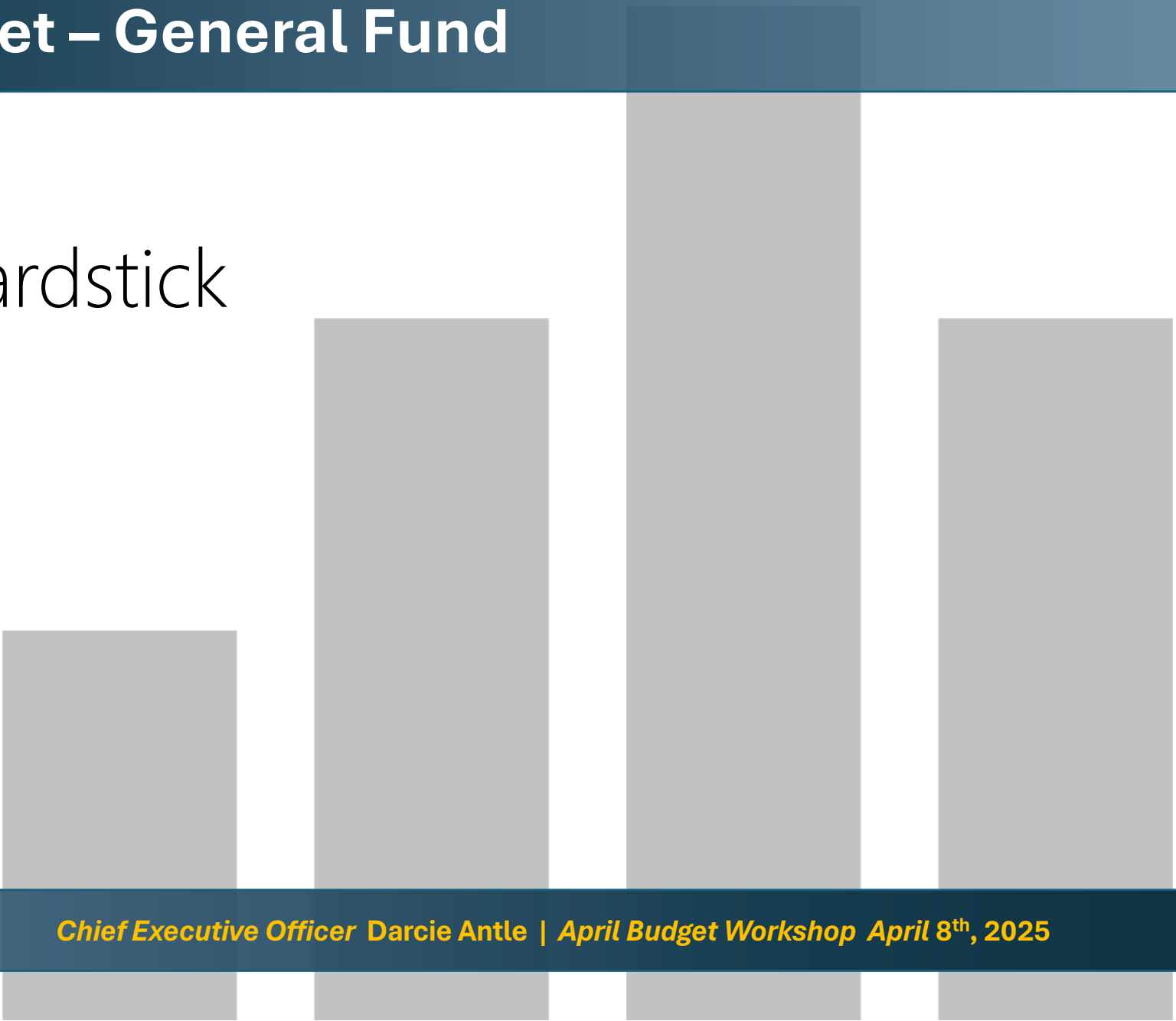




# FY25/26 Budget – General Fund

## 25.26 Budget Yardstick

Last data refresh:  
4/3/25, 10:46 AM

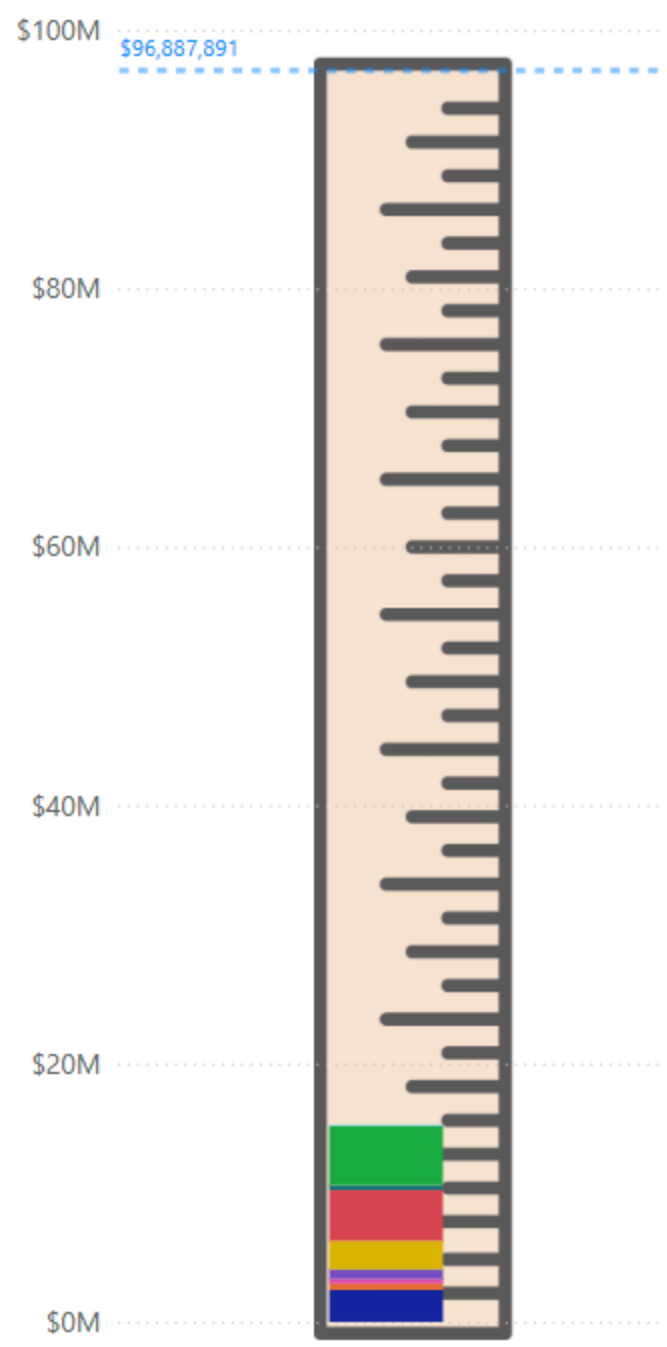




# FY25/26 Non-Departmental Revenue Review

- Non-Departmental (ND) Revenue Estimate: \$96,887,891
  - FY 24/25 ND projection: \$96,748,790
    - Includes Measure P, less one-time funding
- Operating Transfers Out include:
  - COPs\* (Debt Service): \$2,468,725
  - Roads: \$4,578,810
  - Library (Measure O): \$2,205,887
    - Special Tax Measure
  - Camp/TOT: \$505,000
    - General Tax Measure
  - Water: \$60,000
  - Measure P: \$3,923,000
    - General Tax Measure
  - IT Internal Services Fund: \$351,229
  - Public/Mental Health: \$376,785
    - Realignment transfer
  - Landfill closure: \$753,135
  - **Total: \$15,222,571**
- Remaining ND Revenue based on current projections - **\$81,665,320**

0. Capital Improve...	0. Debt Service - COPs	0. Fire Agencies	0. Health Plan	0. ITSF	0. Landfill Closure
0. Library	0. Measure P	0. Reallignment to PH/MH	0. Transportat...	0. Water Agency	1. Assessor
1. Auditor-Controller	1. Board of Supervisors	1. Central Services	1. Clerk of the Board	1. Clerk-Recorder	1. County Counsel
1. Economic Development	1. Elections	1. Executive Office	1. Facilities	1. Fiscal Services	1. Fleet Management
1. Human Resources	1. Information Technology	1. Land Improvement	1. Miscellaneous...	1. Payroll Administration	1. Teeter Plan
1. Treasurer-Tax Collector	2. Agriculture	2. Alternate Defender	2. Animal Care	2. Cannabis Management	2. Child Support Services



TotalSelectedBudget  
**\$15.22M**

BudgetCap  
**\$96.89M**

 **Within Budget**





## FY25/26 One-time funds

- Reserve 770069 - **\$3,298,283** Retirement Contribution Reserve
- Reserve 770045 - **\$1,000,000** Health and Human Services Agency Audit
- Reserve 770071 - **\$325,844** Additional Teeter Reserve
- PG&E (Emergency Operations Center) - **\$533,610**
- PG&E (Prevention and Recovery) - **\$318,000**
- PG&E (Carbon Reduction) - **\$1,574,594**
- PG&E (Drought) - **\$1,080,279**
- FY23-24 Carryforward - **\$1,000,000**
- **Total - \$9,130,610**



# Measure AJ Reconciliation

**Measure AJ (2016)** advised that the majority of revenues generated from the Cannabis business tax be utilized for the following services:

- Cannabis Regulation Enforcement
- Roads repair
- Mental Health Services
- Fire and Medical Emergency Services

***There is no accounting in place to track the direct allocation of these funds.***

The funds are placed in the General Fund and allocated to General Fund departments during the annual budget process.



# FY25/26 Budget – Request for Direction

Recognizing the prior (2) Fiscal Years were balanced using significant one-time funds, the CEO's Office is requesting the Board provide direction regarding:

- Use of one-time funds for the FY25-26 Budget
- Priority options for cost reductions based on above direction



# Budget Schedule

<b>April 15:</b>	Budget Listening Session in Fort Bragg
<b>April 22:</b>	Fee Hearing
<b>May 6:</b>	3rd Quarter Report and Budget Workshop
<b>June 3-4:</b>	Final Budget Public Hearing



# Functional Areas Defined

## General Government

- Assessor Clerk Recorder
- Auditor
- Board of Supervisors
- County Counsel
- Executive Office
- Human Resources
- Tax Collector

## Public Protection

- Agriculture
- Animal Care and Control
- Cannabis
- Child Support
- District Attorney
- Planning and Building
- Probation
- Public/Alternate Defender
- Sheriff - Coroner

## Public Way & Facilities

- Department of Transportation

## Health & Sanitation

- Behavioral Health
- Public Health
- Solid Waste (DOT)

## Public Assistance

- Social Services

## Education

- Farm Advisor
- Library

## Recreation & Culture

- Museum



# FY 25/26 Budget Workshop

April 8<sup>th</sup>, 2025



*Questions and Discussion*

## FY25.26 Budget Yardstick Data - FOR REFERENCE ONLY

Information is subject to change through the budget process

Departments	Budget
0. Capital Improvements	\$ -
0. Debt Service - COPs	\$ 2,468,725.00
0. Fire Agencies	\$ 505,000.00
0. Health Plan	\$ -
0. ITSF	\$ 351,229.00
0. Landfill Closure	\$ 753,135.00
0. Library	\$ 2,205,887.21
0. Measure P	\$ 3,923,000.00
0. Realignment to PH/MH	\$ 376,785.00
0. Transportation	\$ 4,578,810.00
0. Water Agency	\$ 60,000.00
1. Assessor	\$ 3,231,191
1. Auditor-Controller	\$ 1,566,980
1. Board of Supervisors	\$ 1,035,542
1. Central Services	\$ 462,720
1. Clerk of the Board	\$ 636,401
1. Clerk-Recorder	\$ 171,101
1. County Counsel	\$ 1,889,945
1. Economic Development	\$ 164,883
1. Elections	\$ 727,166
1. Executive Office	\$ 1,566,980
1. Facilities	\$ 5,830,093
1. Fiscal Services	\$ 886,612
1. Fleet Management	\$ 52,175
1. Human Resources	\$ 2,176,458
1. Information Technology	\$ 4,249,796
1. Land Improvement	\$ 985,867
1. Miscellaneous	\$ 1,186,733
1. Payroll Administration	\$ 402,268
1. Teeter Plan	\$ (1,500,000)
1. Treasurer-Tax Collector	\$ 1,160,631
2. Agriculture	\$ 620,356
2. Alternate Defender	\$ 1,272,093
2. Animal Care	\$ 1,617,543
2. Cannabis Management	\$ 1,138,621
2. Child Support Services	\$ (180,000)
2. Conflict Defender	\$ 220,000
2. Courts - AB 233	\$ 17,796
2. District Attorney	\$ 7,140,126
2. Grand Jury	\$ 68,979
2. Jail	\$ 16,234,952
2. Juvenile Hall	\$ 2,554,453

2. Office of Emergency Services (OES)	\$	281,248
2. Planning & Building	\$	3,129,469
2. Probation	\$	2,712,751
2. Public Defender	\$	4,649,037
2. Sheriff-Coroner	\$	26,773,078
3. Little River Airport	\$	283,381
3. Round Valley Airport	\$	86,652
4. Emergency Medical Services (EMS)	\$	1,108,142
4. Environmental Health	\$	270,427
5. Cal Works/Foster Care	\$	1,066,775
5. General Relief/Assistance	\$	283,037
5. In-Home Supportive Services	\$	2,037,775
5. Social Services Administration	\$	1,544,452
6. Farm Advisor	\$	370,067
7. Museum	\$	379,790

# FY 25/26 Budget Workshop

April 8<sup>th</sup>, 2025



*Chief Executive Officer*    Darcie Antle



## FY25/26 Budget Summary – General Fund

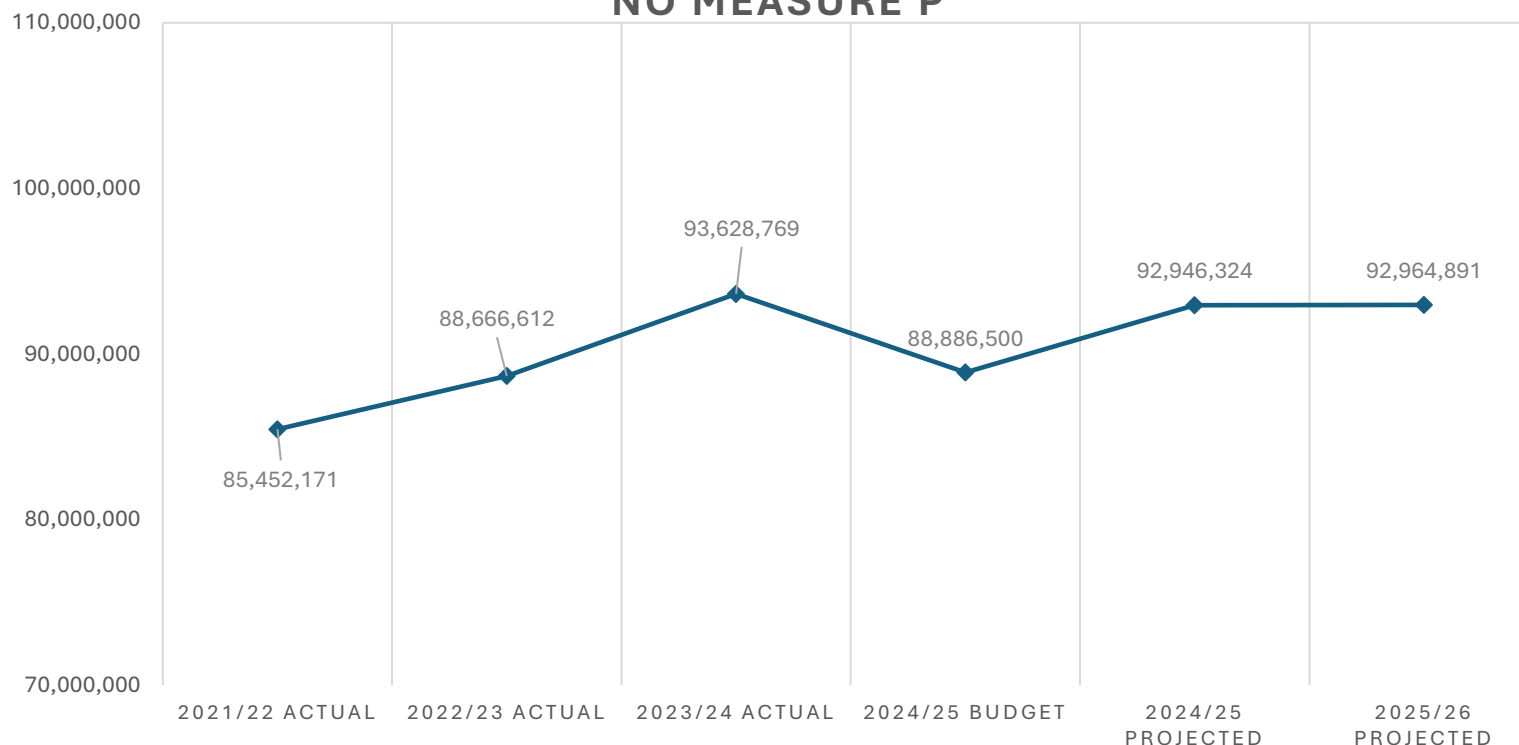
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# FY25/26 Budget Summary – ND Revenue

- Revenue projecting flat since FY2023-24
- 25-26 Revenue approx. \$700k lower than 2023/24 actuals
- ND Revenue with Measure P is **\$96,887,891**
- Difference in FY24/25 Budget and FY24/25 Projected expected to partially offset use of one-time funds. \$4.2M in one-time funding need still anticipated.

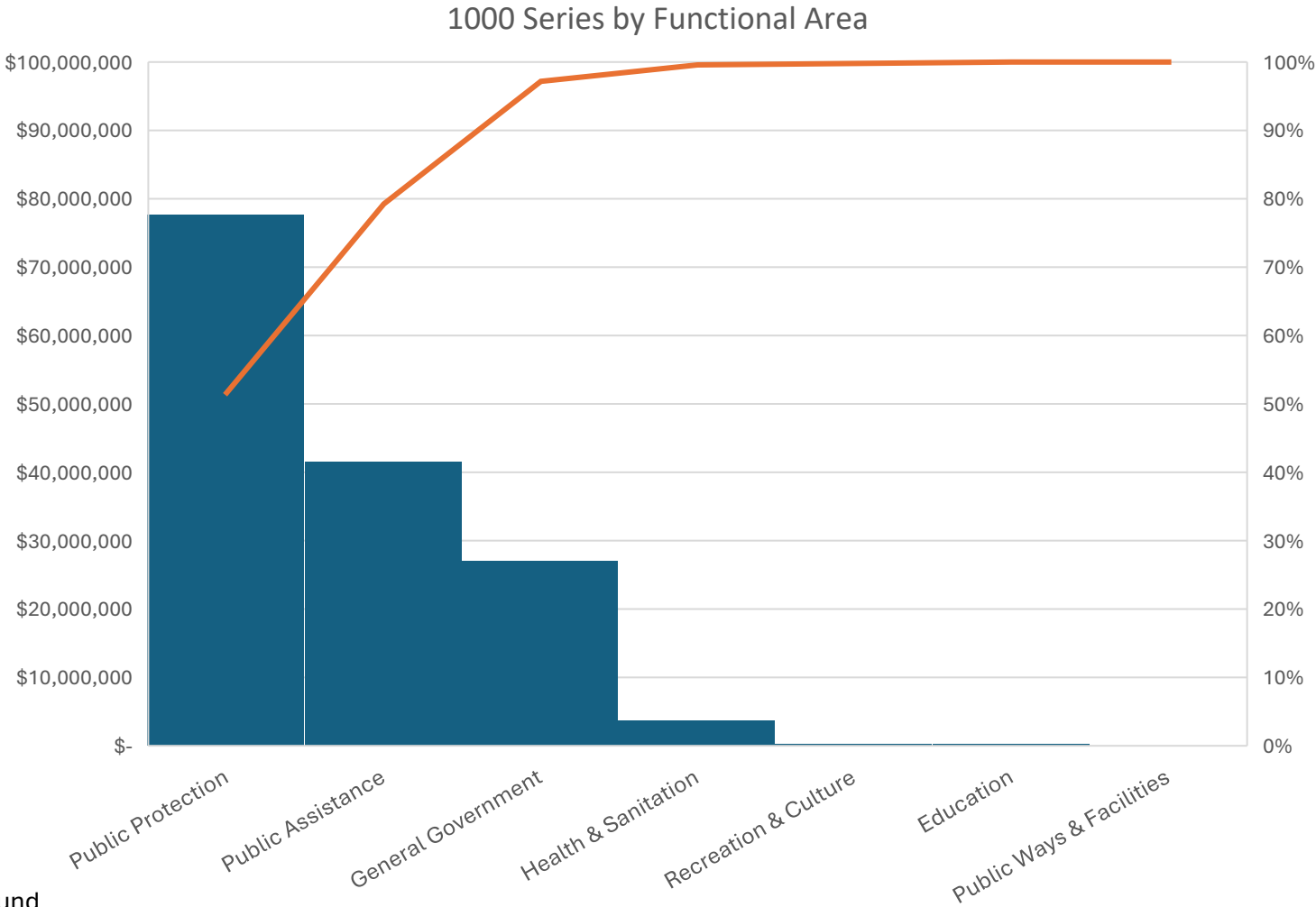
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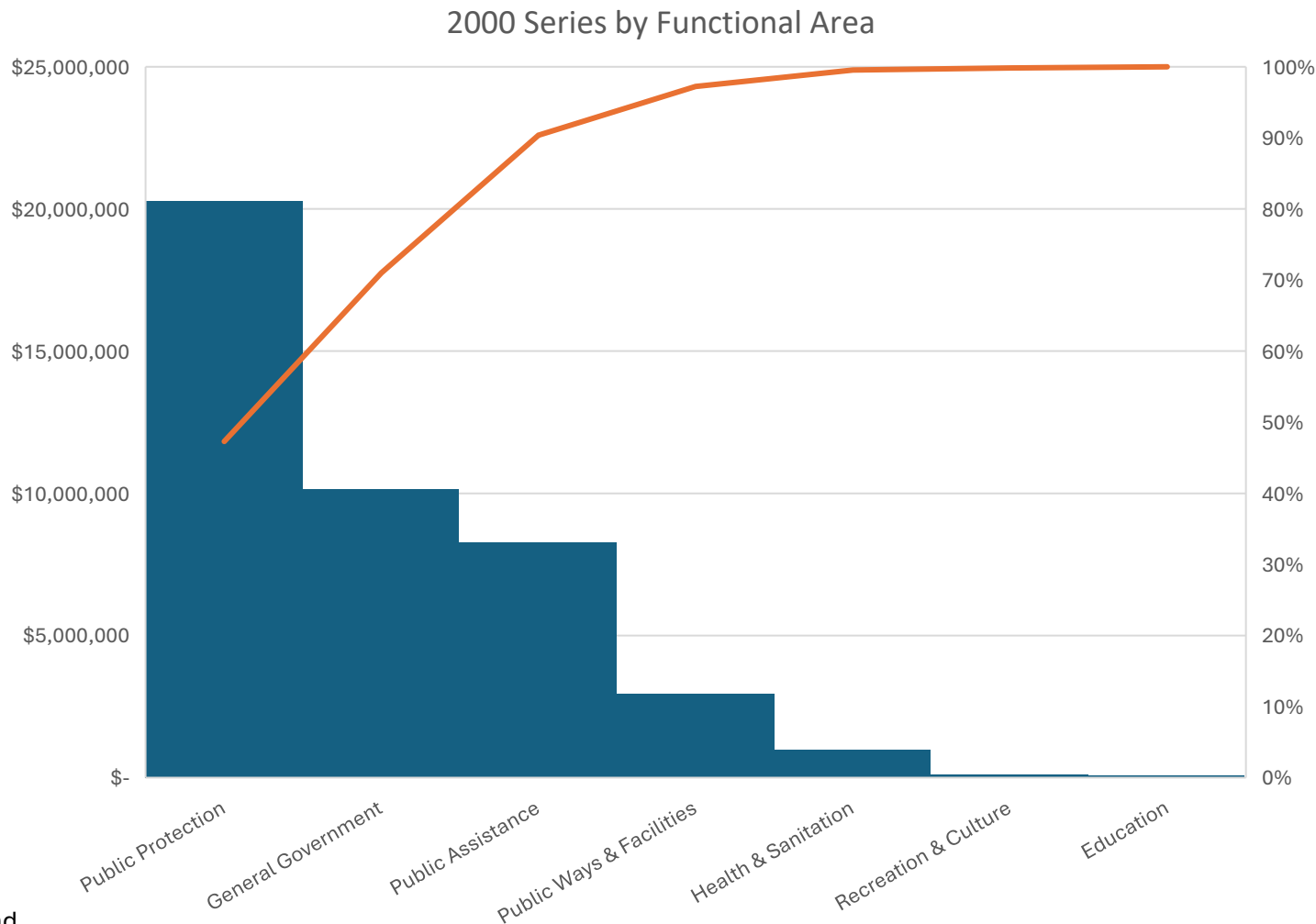


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## Assumptions:

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**Scenario A:** No one-time funding for operating expenses. Full \$17M deficit to offset.

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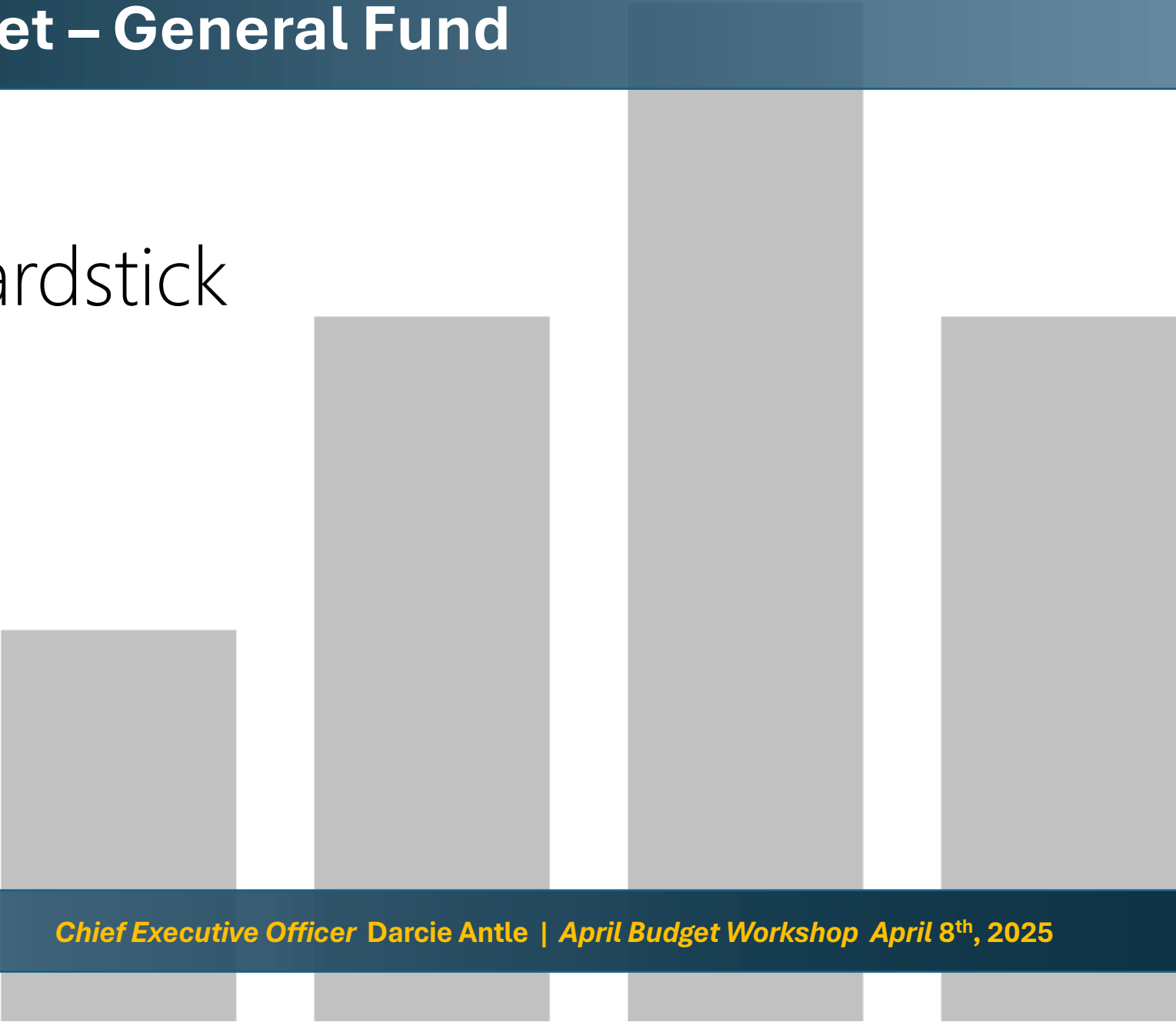
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# FY25/26 Budget – General Fund

## 25.26 Budget Yardstick

Last data refresh:  
4/3/25, 10:46 AM

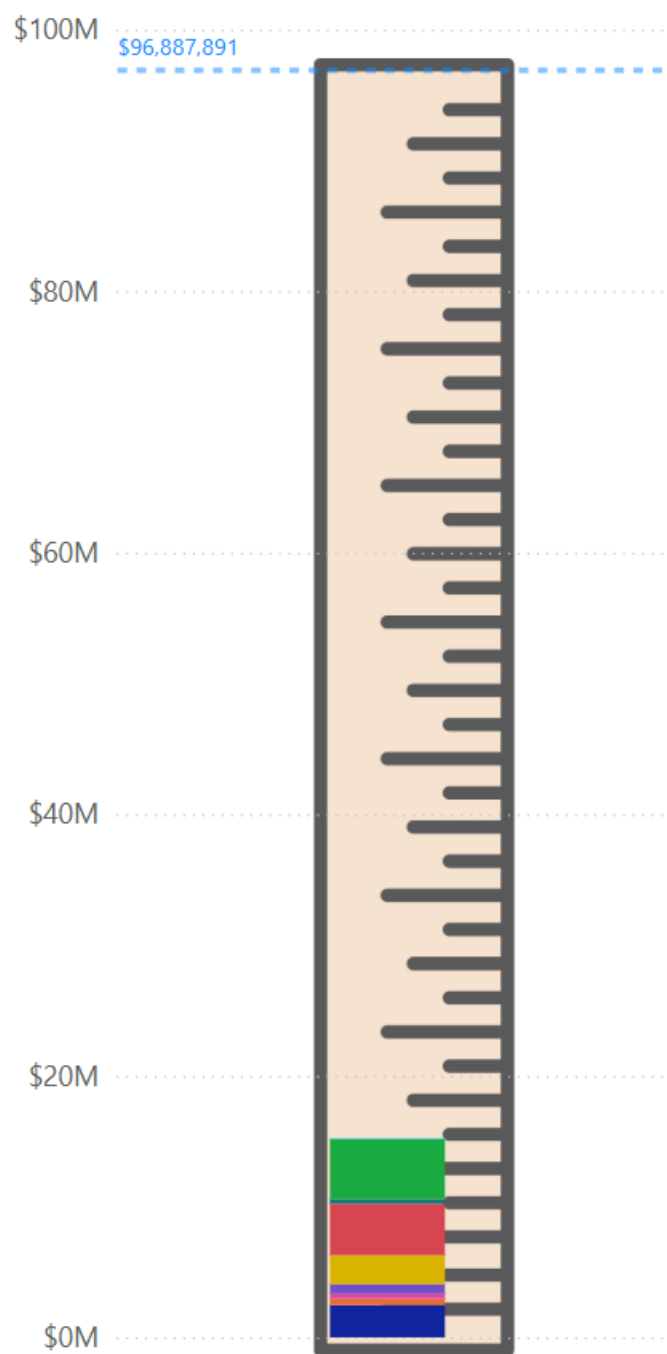




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TotalSelectedBudget

**\$15.22M**

BudgetCap

**\$96.89M**

 **Within Budget**





## FY25/26 One-time funds

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- PG&E (Drought) - **\$1,080,279**
- FY23-24 Carryforward - **\$1,000,000**
- **Total - \$9,130,610**



# Measure AJ Reconciliation

**Measure AJ (2016)** advised that the majority of revenues generated from the Cannabis business tax be utilized for the following services:

- Cannabis Regulation Enforcement
- Roads repair
- Mental Health Services
- Fire and Medical Emergency Services

***There is no accounting in place to track the direct allocation of these funds.***

The funds are placed in the General Fund and allocated to General Fund departments during the annual budget process.



# FY25/26 Budget – Request for Direction

Recognizing the prior (2) Fiscal Years were balanced using significant one-time funds, the CEO's Office is requesting the Board provide direction regarding:

- Use of one-time funds for the FY25-26 Budget
- Priority options for cost reductions based on above direction

Prior Board actions have adopted Department fees at less than full cost recovery. The CEO's Office is requesting the Board provide direction regarding:

- Board desire to include Departmental indirect costs in Department Fees



# Budget Schedule

<b>April 15:</b>	Budget Listening Session in Fort Bragg
<b>April 22:</b>	Fee Hearing
<b>May 6:</b>	3rd Quarter Report and Budget Workshop
<b>June 3-4:</b>	Final Budget Public Hearing





# Functional Areas Defined

## General Government

- Assessor Clerk Recorder
- Auditor
- Board of Supervisors
- County Counsel
- Executive Office
- Human Resources
- Tax Collector

## Public Protection

- Agriculture
- Animal Care and Control
- Cannabis
- Child Support
- District Attorney
- Planning and Building
- Probation
- Public/Alternate Defender
- Sheriff - Coroner

## Public Way & Facilities

- Department of Transportation

## Health & Sanitation

- Behavioral Health
- Public Health
- Solid Waste (DOT)

## Public Assistance

- Social Services

## Education

- Farm Advisor
- Library

## Recreation & Culture

- Museum

# FY 25/26 Budget Workshop

April 8<sup>th</sup>, 2025



*Questions and Discussion*



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4c)**

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**To: BOARD OF SUPERVISORS**

**From:** Supervisor Cline, Supervisor Williams, and Department of Transportation

**Meeting Date:** April 8, 2025

<b>Department Contact:</b>	Howard Dashiell	<b>Phone:</b>	707-463-4363
<b>Department Contact:</b>	Supervisor Cline	<b>Phone:</b>	707-463-4441
<b>Department Contact:</b>	Supervisor Williams	<b>Phone:</b>	707-463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 30 Minutes

**Agenda Title:**

Discussion and Possible Action Including Direction to Department of Transportation and Staff to Develop Options for an Additional Effort in 2025-26 to Treat Segments of Surfacing for Various Portions of the County Maintained Road System

(Sponsors: Supervisor Cline, Supervisor Williams, and Department of Transportation)

**Recommended Action/Motion:**

Direct Department of Transportation and staff to develop options for an additional effort in 2025-26 to treat segments of surfacing for various portions of the County Maintained Road System.

**Previous Board/Board Committee Actions:**

None.

**Summary of Request:**

During the January 15, 2025 Board Workshop, the Mendocino County Department of Transportation (MCDOT) agreed to present various options for the same type of Pavement Preservation as MCDOT's annual Corrective/Preventative Maintenance projects which are funded through Senate Bill 1 (SB 1): The Road Repair and Accountability Act and Road Maintenance and Rehabilitation Account (RMRA) - e.g. the "Twenty Year Plan". This 2025-26 option would be in addition to the "Twenty Year Plan" annual project, funded by County General Fund (GF), with the amount of funding to be determined.

Treatment options depend on the Pavement Condition Index (PCI) of the road segment. MCDOT has not selected roads and is seeking direction from the Board of Supervisors (BOS). During the workshop, discussions included options such as treating roads segments in all Supervisor Districts, adding to the "Twenty Year Plan", or completing the next year of the "Twenty Year Plan" early in order to reduce the delivery time.

To aid in the discussion, the following "ballpark" estimates are presented for different scenarios:

**Scenario #1:** Road with a 10% base failure (needing dig outs) and 20% needing Full Depth Reclamation (Cement), sometimes called "in place recycle" or "pulverize roadbed, shape/grade, compact," with 80% double chip seal top wear course only: \$337,000 per mile.

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## Item #: 4c)

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**Scenario #2:** Road with a 10% base failure (needing dig outs) and 40% needing Full Depth Reclamation (Cement), sometimes called “in place recycle” or “pulverize roadbed, shape/grade, compact,” with 50% double chip seal top wear course only: \$417,000 per mile.

**Scenario #3:** Road with a 20% base failure (needing dig outs) and 80% needing Full Depth Reclamation (Cement), sometimes called “in place recycle” or “pulverize roadbed, shape/grade, compact,” with 20% double chip seal top wear course only: \$497,000 per mile.

**Scenario #4:** Road with 100% needing Full Depth Reclamation (Cement), sometimes called “in place recycle” or “pulverize roadbed, shape/grade, compact” with 20% double chip seal top wear course only: \$650,000 per mile

**Scenario #5:** Road with 100% needing a Thick Overlay (Asphalt Concrete): \$803,000 per mile (\$152/ft.)

**Option #1:** Assume Scenario #2 - typical “large segment” *average condition road* adds GF to large 2025-26 Corrective/Preventative Maintenance (RMRA) project to complete work concurrently at economy of scale, **\$1 million** treats an **additional 2.7 miles** (5.3 miles treats \$2 million, etc.).

**Option #2:** Complete separate location project(s), include mark-up from concurrent RMRA project for loss of economy scale:

Scenario #1: \$1 million treats 2 miles (\$2 million treats 4 miles, etc.)

Scenario #2: \$1 million treats 1.6 miles (\$2 million treats 3.2 miles, etc.)

Scenario #3: \$1 million treats 1.3 miles (\$2 million treats 2.6 miles, etc.)

Scenario #4: \$1 million treats 1.02 miles (\$2 million treats 2.04 miles, etc.)

Scenario #5: \$1 million treats 0.83 miles (\$2 million treats 1.7 miles, etc.)

**Option #3:** Complete a small project that is less than AB 720 Limit projects with County Crews (potentially hiring summer help college students). This is basically what County crews do for their small corrective maintenance projects; they use local source AC with no special contractor equipment and fix the *really bad spots* with hot mix AC.

**Scenario #5:** Complete small patches, 500 feet at a time: **\$1 million** treats **1.8 miles** (\$2 million treats 3.6 miles, etc.). Adjusting past expenditures to 2025 dollars and averaging over the last ten years, MCDOT has spent approximately \$150,000/year on winter cold patches and \$400,000/year on summer hot mix short (500-foot) patches of thick overlays on the worst road segments. Option #3, at \$1 million, would allow for about 2.5 times the typical summer overlay coverage, while \$2 million would provide roughly 5 times more.

### **Alternative Action/Motion:**

Direct staff on an alternate process.

**Strategic Plan Priority Designation:** A Prepared and Resilient County

**Supervisory District:** All

**Vote Requirement:** Majority

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

### **Fiscal Details:**

**source of funding:** General Fund

**current f/y cost:** *to be determined*

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**Item #: 4c)**

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**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:**

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**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Direction Given to Staff**

Date: April 9, 2025





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4d)**

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**To: BOARD OF SUPERVISORS**

**From:** Supervisor Williams

**Meeting Date:** April 8, 2025

**Department Contact:** Supervisor Williams

**Phone:** 707-937-3500

**Item Type:** Regular

**Time Allocated for Item:** 30min

**Agenda Title:**

Discussion and Possible Action Including Reaffirming the Board's Commitment to the Established Proposition 172 Funding Formula for Local Fire Agencies (5.46% of Annual Prop 172 Revenues plus a fixed \$87,521); and Direction that Fiscal Year 2025-26 Prop 172 Public Safety Sales Tax Revenue be Allocated to the 22 Mendocino County Fire Agencies in Accordance with this Formula  
(Sponsor: Supervisor Williams)

**Recommended Action/Motion:**

Reaffirm the Board's commitment to the established Proposition 172 funding formula for local Fire Agencies (5.46% of annual Prop 172 revenues plus a fixed \$87,521); and direct that Fiscal Year 2025-26 Prop 172 public safety sales tax revenues be allocated to the 22 Mendocino County Fire Agencies in accordance with this formula.

**Previous Board/Board Committee Actions:**

At the 5/3/2016 BOS meeting a Memorandum and letter directed a percentage of Prop 172 funds to be annually allocated to Fire Agencies based on a funding formula. At the 12/18/2017 BOS meeting action was taken to increase the Prop 172 allocation to include distribution to City of Ukiah fire department and City of Fort Bragg fire department (Attachment A). Since FY 16-17 Fire Agencies have received allocations of Prop 172 based on an unclear formula. Budget Books reference different percentages and also reference the original funding formula and subsequent increase. Actual Fire Agency allocations do not match stated percentages in the Budget Books and also do not follow the original formula and subsequent increase.

**Summary of Request:**

In May 2016, the Board of Supervisors unanimously recognized that local fire agencies perform essential public safety functions and are eligible for Proposition 172 funding, directing that a portion of Prop 172 sales tax revenues be allocated to Fire Agencies on an ongoing basis. In FY 2016-17, the County implemented an initial allocation of \$398,000 to Fire Agencies (equating to 5.46% of Prop 172 receipts for that year). This approach was formally affirmed at the December 18, 2017 Board meeting, where the Board approved a two-part formula for all future allocations: 5.46% of the County's Prop 172 revenue plus an additional \$87,521 each year (the fixed amount was added to fully include Ukiah and Fort Bragg city fire departments). The Board's action in 2017 clearly expressed its intent that this formula (5.46% + \$87,521) be followed in subsequent years, providing a predictable mechanism to support the 22 local fire districts and departments.

In recent years, however, the actual Prop 172 funds budgeted for Fire Agencies have not consistently followed

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**Item #: 4d)**

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the formula, resulting in reduced funding shares and uncertainty for fire services. After FY 2017-18 (when the full 5.46% + \$87,521 was allocated), allocations gradually declined as a percentage of Prop 172. For example, by FY 2021-22 Fire Agencies received only \$444,000 (approximately 3.9%) of the County's Prop 172 revenues, instead of about \$707,000 that the agreed formula would have provided for that year. This shortfall is part of a widening gap each year - cumulatively, from FY 2018-19 through FY 2023-24, Fire Agencies received over \$1 million less than they would have under the 5.46% + \$87,521 formula. Such inconsistencies and lack of an annual "true-up" have made the funding less transparent and predictable for the fire districts, hindering their budget planning and sustainability.

The Mendocino County Association of Fire Districts (MCAFD), along with the Fire Chiefs Association, has persistently advocated for clarity and fairness in this funding allocation. They have documented the year-by-year decline and engaged with County officials to resolve the unclear methodology in recent budgets. The request now before the Board is to reconfirm the established Prop 172 formula and apply it for FY 2025-26, thereby realigning the County's practice with the original Board direction and public understanding. Reaffirming this commitment will restore transparency to the County's budget process and provide fire agencies a reliable, fixed percentage funding source each year, allowing them to better plan their budgets around a clear allocation. This stability is crucial for the sustainability of fire and emergency medical services in our rural communities, ensuring that volunteer and paid firefighters have consistent support for staffing, training, equipment, and emergency response.

Moreover, this action aligns with broader County priorities and public expectations. It directly supports the County's Strategic Plan (2022-2027) Goal IV.B: "Ensure access to rural fire protection and emergency medical services." Consistently funding fire districts with the Prop 172 formula demonstrates the County's commitment to public safety and resilience. It also honors the intent behind recent voter-approved measures that bolstered fire/EMS funding - Measure D/E (2020 transient occupancy tax) and Measure P (2022 countywide sales tax) - which were approved by the public with the understanding that these new revenues would supplement, not supplant, existing County support for local fire agencies. Reaffirming the Prop 172 fire funding formula thus upholds the Board's prior commitments and the public's trust, ensuring that dedicated public safety funds continue to strengthen our local fire protection and emergency medical services in a transparent and predictable manner.

**Alternative Action/Motion:**

Vote to establish a new annual percentage allocation of Prop 172 funds to local Fire Agencies.

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details: Prop 175 funds**

**current f/y cost:** 400,000.00 plus

**budget clarification:** N/A

**annual recurring cost:** Yes

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

**revenue agreement:** N/A

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**Item #: 4d)**

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**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

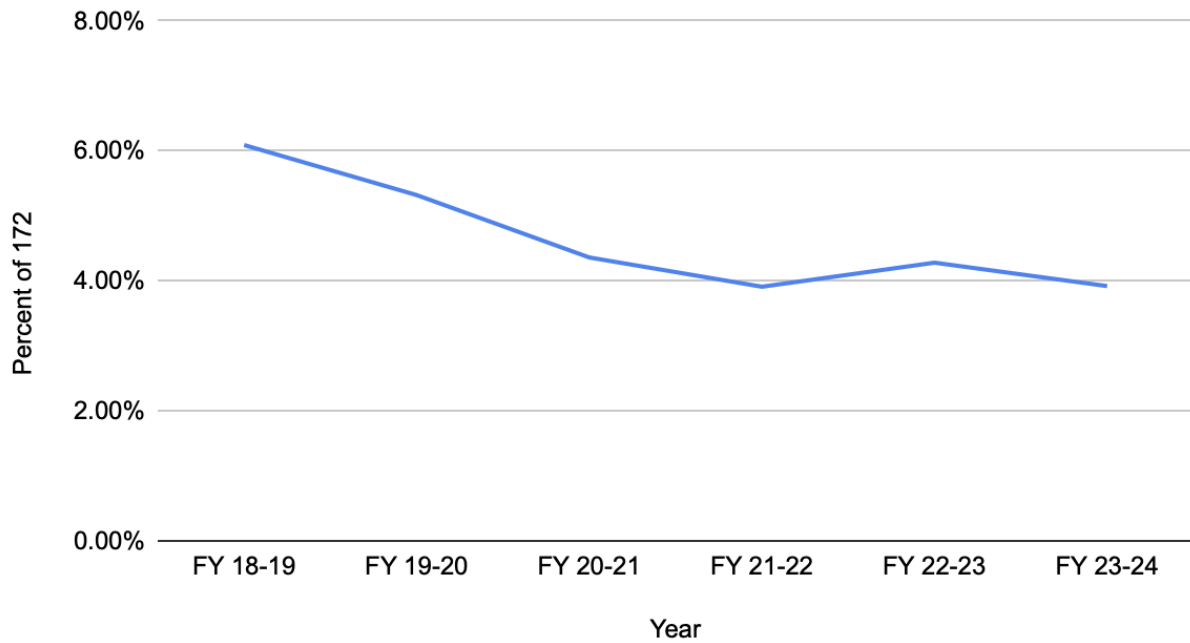
Final Status: **Approved**

Date: April 9, 2025

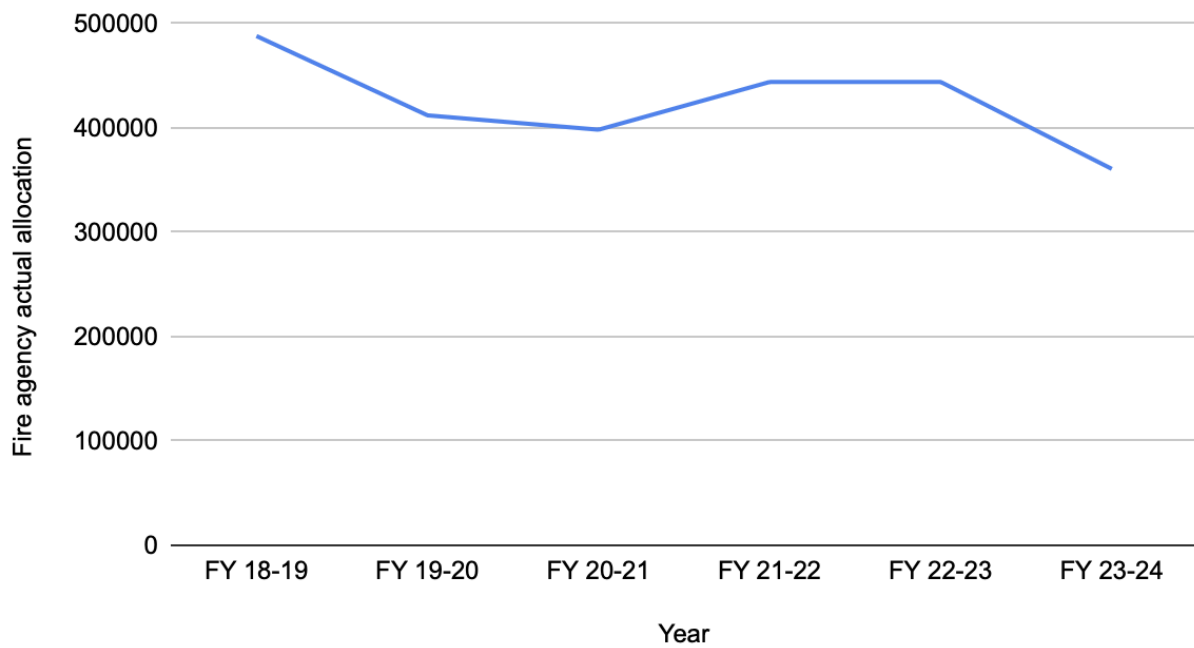




## Fire Agency Percent of 172



## Fire Agency Actual Allocation in Dollars



To: Mendocino County Board of Supervisors

From: Fort Bragg Fire Chief Steve Orsi

04/02/2025

Regarding the issue of giving the County Fire agencies a lower percentage of 172 funds than was agreed to, I have the following thoughts:

Being a part of the FBFD for over 45 years has been an unbelievable ride. From volunteering in my early twenties, to becoming Chief 24 years ago. In that time I come to realize the strong dedication that our firefighters have to not only do the job, but do it to the highest quality. I often get credit for the work we do, but I am always quick to point out where the real credit belongs, the Firefighters, Fire Officers and the Governing Boards that support us.

In my experiences over the years, I have come to realize the unbelievable dedication goes beyond our district. Chiefs and members of fire departments throughout the County of Mendocino share this desire to serve our communities with efficient response whenever called on. What drives all of us to do what we do is often questioned. In my opinion, this drive comes from a strong desire to help those in need. As far “what we get out of it” can vary between individuals. A sense of self-satisfaction, the camaraderie of working as a team, respect given by those who depend on us when they dial 911, the list can go on, but I would like to focus on the respect component.

In looking at the discrepancies between what the agreed upon formula for the fire share of 172 and the actual percentage given, I see a difference of under \$230,000. Now, if we were talking about my personal bank account, that would be huge. We are not. We are talking about the County of Mendocino. We all realize that the County is in financial difficulties. My point here is that \$230k is not a lot of money when dealing with a budget (or even a deficit) as large as the County's. I truly believe that cutting the percentage to save a relatively small amount of money is disrespectful. I also believe that there are areas of financial waste in the County, focusing on an area that the communities as well as governing officials know has the least amount of financial waste to gain a small fraction of revenue is a dis-service to us all.

My hopes are that you as well as the other Supervisors take this opportunity to prove to the fire districts that we are highly regarded by the County for the service we all strive to provide to our communities and beyond.

Thanks for hearing me out, Steve Orsi



**COUNTY OF MENDOCINO  
FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of May 28, 2020, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Westport Volunteer Fire District, hereinafter referred to as "FIRE AGENCY". The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

WHEREAS, the Westport Volunteer Fire District, has been identified to provide the inhabitants, within Agency Boundaries, with protection against fire; and

WHEREAS, in 1992 the State of California implemented the Education Revenue Augmentation Fund (ERAF) "shift", which reduced city, county, and some special districts' revenue to provide funding for schools, causing an annual revenue loss to cities and some special districts and over \$14.35 million loss to Mendocino County;

WHEREAS, in an effort to reduce the impact of the ERAF shift the voters of California passed Proposition 172 in 1993, which provides public safety funding to cities and counties that provide police protection, prosecution, corrections, probation, fire protection, and/or coastal life guard services;

WHEREAS, the Mendocino County Board of Supervisors allocated the Proposition 172 revenue to the eligible functions that are provided directly by the County, which are the Sheriff, Jail, District Attorney, and Probation;

WHEREAS, Fire Agency is authorized by law to provide fire protection;

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety;

WHEREAS, Fire Agency has requested funding from the County, through the Mendocino County Association of Fire Districts, for support of fire protection (Attachment A);

WHEREAS, the Mendocino County Board of Supervisors has agreed to appropriate a portion of the total County Proposition 172 public safety sales tax revenue to certain local fire agencies for support of fire protection services in Fiscal Year 2020-21. Local fire agencies are defined as local Government entities or tax exempt 501(c)(3) organizations authorized by California Statutes to provide first response fire, rescue, and EMS public safety services to the general public. Additionally, these agencies must (1) participate in the Mutual Aid Coordinating System and have an assigned MACS ID Agency Designator, and (2) be regularly dispatched by the Emergency 911 dispatch center; and



WHEREAS, the Mendocino County Association of Fire Districts has submitted a distribution formula, to which the Board of Supervisors has agreed and approved, for the appropriation based on a minimum distribution for each Fire Agency plus a variable distribution based on estimated population in the area serviced by the agency.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate a portion of the County's Proposition 172 revenue and other funding, in Fiscal Year 2020-21, to local fire protection agencies as defined above;
2. The County accepts the Mendocino County Association of Fire Districts' distribution formula, as attached hereto, and incorporated herein (refer to Attachment A);
3. The County agrees to make a lump-sum, one-time payment to Fire Agency (for an amount not to exceed Ten Thousand Six Hundred One Dollars (\$10,601));
4. The Fire Agency agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire Agency agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21, which includes a clear accounting of where the funding is appropriated in the Fire Agency budget and its intended use. Accounting records of Fire Agency shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required;
6. The term of this agreement shall commence on the date executed by the County, but only for the purposes of providing funding support for fire protection services by the Fire Agency in the current fiscal year;
7. The Fire Agency is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire Agency and County;
8. The Fire Agency agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
9. The Fire Agency shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities,



and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the Fire Agency's performance or its obligations as a provider of fire protection services, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Fire Agency's performance of its obligations as a provider of fire protection services.

10. The Fire Agency's shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
11. This agreement may only be modified by written agreement of the parties;
12. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year;
13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing as follows:

To COUNTY: COUNTY OF MENDOCINO  
Executive Office  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

To FIRE AGENCY: Westport Volunteer Fire District  
P.O. Box 67  
Westport, CA 95488  
ATTN: Bill Knapp



IN WITNESS WHEREOF

COUNTY OF MENDOCINO:

07/20/2020

WESTPORT VOLUNTEER FIRE DISTRICT

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 1940

Line Item: 863113

Grant: ☐ Yes ☒ No

Grant No.: N/A

By:

Signature

By:

DANIEL W. MAXEY

Print Name

Title:

CHIEF

NAME AND ADDRESS OF AGENCY:

Westport Volunteer Fire District

P.O. Box 67

Westport, CA 95488

CARMEL J. ANGELO, Chief Executive Officer

By:

Janelle Rau

PURCHASING AGENT

Date:

07/20/2020

INSURANCE REVIEW:

By:

Carmel J. Angelo

Risk Management

Date:

07/20/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Darcie Andle

Deputy CEO

Date:

07/20/2020

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:

CHRISTIAN M. CURTIS,  
County Counsel

By:

Matthew Kiedrowski

Deputy

Date:

07/20/2020

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: \_\_\_\_\_



# Fire Funding Allocations - PROPOSED CALCULATION SPREADSHEET (approximations)

Approved 2017/18 funding	485,522	Approved 2018/19 funding	488,000
Approved 2019/20 funding	412,000	Approved 2020/21 funding	398,252
Implemented decrease for 2020/21	-13,748	<== (enter number to auto calculate)	
Percent decrease calc	-3%		
New Total	\$ 398,252		

\$ 200,000 = Total Basic \$      \$ 198,252 = Total Population \$

calculated amounts ==>	10,000	= Basic amount		2.25	= per capita amount		
District Name	Basic	JPA's	Population	Population Distrib	JPA's	Total 2020-21 Distrib	JPA's
Albion-Little River FPD	10,000		1,392	3,132		13,132	
Anderson Valley CSD	10,000		3,068	6,903		16,903	
Brooktrails CSD	10,000		3,350	7,537		17,537	
Comptche CSD	10,000		501	1,127		11,127	
Covelo FPD	10,000		2,645	5,951		15,951	
Elk CSD	10,000		375	844		10,844	
Fort Bragg City FD	0	10,000	7,250	16,312	33,129	16,312	43,129
Fort Bragg Rural FPD	10,000		7,474	16,816		26,816	
Hopland/Sanel V FPD	10,000		1,890	4,252		14,252	
Leggett Valley FPD	10,000		443	997		10,997	
Little Lake FPD	10,000		8,807	19,816		29,816	
Long Valley FPD	10,000		2,476	5,571		15,571	
Mendocino FPD	10,000		2,740	6,165		16,165	
Piercy FPD	10,000		126	283		10,283	
Potter Valley CSD	10,000		1,906	4,288		14,288	
Redwood Coast FPD	10,000		1,720	3,870		13,870	
Redwood V-Calpella FPD	10,000		6,836	15,381		25,381	
South Coast FPD	10,000		1,709	3,845		13,845	
Ukiah City FD	0	10,000	15,871	35,709	74,110	35,709	84,109
Ukiah Valley FPD	10,000		17,067	38,400		48,400	
Westport VFC	10,000		267	601		10,601	
Whale Gulch VFC	10,000		200	450		10,450	

Totals:	200,000	88,113	198,252	398,252
	50%			

- 1.) Total allocations to decrease by -13,748 -3% from FY 2019/20
- 2.) Jointly run departments (JPA's) in Fort Bragg and Ukiah receive only a single basic allotment.
- 3.) Redwood Valley-Calpella FD numbers are now calculated using the same formulas as all other agencies



**COUNTY OF MENDOCINO  
FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of November 5, 2021, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Westport Volunteer Fire District, hereinafter referred to as "FIRE AGENCY". The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2022.

WHEREAS, the Westport Volunteer Fire District, has been identified to provide the inhabitants, within Agency Boundaries, with protection against fire; and

WHEREAS, in 1992 the State of California implemented the Education Revenue Augmentation Fund (ERAF) "shift", which reduced city, county, and some special districts' revenue to provide funding for schools, causing an annual revenue loss to cities and some special districts and over \$14.35 million loss to Mendocino County;

WHEREAS, in an effort to reduce the impact of the ERAF shift the voters of California passed Proposition 172 in 1993, which provides public safety funding to cities and counties that provide police protection, prosecution, corrections, probation, fire protection, and/or coastal life guard services;

WHEREAS, the Mendocino County Board of Supervisors allocated the Proposition 172 revenue to the eligible functions that are provided directly by the County, which are the Sheriff, Jail, District Attorney, and Probation;

WHEREAS, Fire Agency is authorized by law to provide fire protection;

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety;

WHEREAS, Fire Agency has requested funding from the County, through the Mendocino County Association of Fire Districts, for support of fire protection (Attachment A);

WHEREAS, the Mendocino County Board of Supervisors has agreed to appropriate a portion of the total County Proposition 172 public safety sales tax revenue to certain local fire agencies for support of fire protection services in Fiscal Year 2021-22. Local fire agencies are defined as local Government entities or tax exempt 501(c)(3) organizations authorized by California Statutes to provide first response fire, rescue, and EMS public safety services to the general public. Additionally, these agencies must (1) participate in the Mutual Aid Coordinating System and have an assigned MACS ID Agency Designator, and (2) be regularly dispatched by the Emergency 911 dispatch center; and



WHEREAS, the Mendocino County Association of Fire Districts has submitted a distribution formula, to which the Board of Supervisors has agreed and approved, for the appropriation based on a minimum distribution for each Fire Agency plus a variable distribution based on estimated population in the area serviced by the agency.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate a portion of the County's Proposition 172 revenue and other funding, in Fiscal Year 2021-22, to local fire protection agencies as defined above;
2. The County accepts the Mendocino County Association of Fire Districts' distribution formula, as attached hereto, and incorporated herein (refer to Attachment A);
3. The County agrees to make a lump-sum, one-time payment to Fire Agency (for an amount not to exceed Ten Thousand Seven Hundred Thirty-Nine Dollars (\$10,739));
4. The Fire Agency agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire Agency agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2021-22, which includes a clear accounting of where the funding is appropriated in the Fire Agency budget and its intended use. Accounting records of Fire Agency shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required;
6. The term of this agreement shall commence on the date executed by the County, but only for the purposes of providing funding support for fire protection services by the Fire Agency in the current fiscal year;
7. The Fire Agency is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire Agency and County;
8. The Fire Agency agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
9. The Fire Agency shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities,

and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the Fire Agency's performance or its obligations as a provider of fire protection services, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Fire Agency's performance of its obligations as a provider of fire protection services.

10. The Fire Agency shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
11. This agreement may only be modified by written agreement of the parties;
12. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year;
13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing as follows:

To COUNTY: COUNTY OF MENDOCINO  
Executive Office  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

To FIRE AGENCY: Westport Volunteer Fire District  
P.O. Box 67  
Westport, CA 95488  
ATTN: Bill Knapp

IN WITNESS WHEREOF

COUNTY OF MENDOCINO:

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 1940

Line Item: 863113

Grant: ☐ Yes ☒ No

Grant No.: N/A

WESTPORT VOLUNTEER FIRE DISTRICT

By:

Signature

By:

Print Name

Title:

NAME AND ADDRESS OF AGENCY:

Westport Volunteer Fire District

P.O. Box 67

Westport, CA 95488

CARMEL J. ANGELO, Chief Executive Officer

By:

PURCHASING AGENT

Date:

INSURANCE REVIEW:

By:

Risk Management

Date:

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO

Date:

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By:

Deputy

Date:

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

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



## Attachment A

Fire Funding Allocations <sup>(1)</sup>

2021/22

7/29/21

Approved funding: **\$ 444,000** <= (enter number to auto calculate)

Funding Approved for prior year: 398,252

Dollar change from prior year <sup>(3)</sup>: 45,748

Percent change from prior year: 11.5%

## --- CALCULATIONS ---

		\$ 200,000 = Total Basic \$			\$ 244,000 = Total Population \$				
		10,000	= Basic amount		2.77	= per capita amount			
District/Agency Name	JPA	Basic	JPA's	Population	Population Distrib	JPA's	Totals	JPA's	2021/22 \$ Allocations
Albion-Little River FPD		10,000		1,392	3,855		13,855		13,855
Anderson Valley CSD		10,000		3,068	8,496		18,496		18,496
Brooktrails CSD		10,000		3,350	9,277		19,277		19,277
Comptche CSD		10,000		501	1,387		11,387		11,387
Covelo FPD		10,000		2,645	7,324		17,324		17,324
Elk CSD		10,000		375	1,038		11,038		11,038
Fort Bragg City FD	Fort Bragg	0		7,250	20,076		20,076		
Fort Bragg Rural FPD	Fire Authority <sup>(2)</sup>	10,000	10,000	7,474	20,697	40,773	30,697	50,773	50,773
Hopland/Sanel V FPD		10,000		1,890	5,234		15,234		15,234
Leggett Valley FPD		10,000		443	1,227		11,227		11,227
Little Lake FPD		10,000		8,807	24,388		34,388		34,388
Long Valley FPD		10,000		2,476	6,856		16,856		16,856
Mendocino FPD		10,000		2,740	7,588		17,588		17,588
Piercy FPD		10,000		126	349		10,349		10,349
Potter Valley CSD		10,000		1,906	5,278		15,278		15,278
Redwood Coast FPD		10,000		1,720	4,763		14,763		14,763
Redwood V-Calpella FD		10,000		6,836	18,930		28,930		28,930
South Coast FPD		10,000		1,709	4,733		14,733		14,733
Ukiah City FD	Ukiah Valley	0		15,871	43,950		43,950		
Ukiah Valley FPD	Fire Authority <sup>(2)</sup>	10,000	10,000	17,067	47,261	91,211	57,261	101,211	101,211
Westport VFC		10,000		267	739		10,739		10,739
Whale Gulch VFC		10,000		200	554		10,554		10,554

Totals:	200,000	88,113	244,000	444,000	444,000
	45%				

## NOTES:

1) Prop 172 allocations above are based on a MCAFD funding formula approved and utilized since fire agency funding began 2016-17.

2) Jointly run departments (JPA's) in Fort Bragg and Ukiah receive only a single Prop 172 basic allotment

3) For context, approved Prop 172 funding history is:

2021-22	444,000	(increase of 11.5% after re-engaging with BOS)
2020-21	398,252	(reduction of 3.3% essentially erasing all funding increases, no consultation)
2019-20	412,000	(reduction of 16% no consultation)
2018-19	488,000	(increase of 0.5% no consultation)
2017-18	485,522	(increased of 22% to include cities in population allotments without reducing funding to other agencies, negotiated)
2016-17	398,000	(initial amount achieved in MCAFD negotiations with BOS)

Total: 2,625,774

MCAFD - Prop 172 Fire Funding Allocations.xlsx

**COUNTY OF MENDOCINO  
FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of August 29, 2022, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and WESTPORT VOLUNTEER FIRE DEPARTMENT, INC. hereinafter referred to as "FIRE AGENCY". The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2023.

WHEREAS, the Fire Agency, has been identified to provide the inhabitants, within Agency Boundaries, with protection against fire; and

WHEREAS, in 1992 the State of California implemented the Education Revenue Augmentation Fund (ERAF) "shift", which reduced city, county, and some special districts' revenue to provide funding for schools, causing an annual revenue loss to cities and some special districts and over \$14.35 million loss to Mendocino County;

WHEREAS, in an effort to reduce the impact of the ERAF shift the voters of California passed Proposition 172 in 1993, which provides public safety funding to cities and counties that provide police protection, prosecution, corrections, probation, fire protection, and/or coastal life guard services;

WHEREAS, the Mendocino County Board of Supervisors allocated the Proposition 172 revenue to the eligible functions that are provided directly by the County, which are the Sheriff, Jail, District Attorney, and Probation;

WHEREAS, Fire Agency is authorized by law to provide fire protection;

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety;

WHEREAS, Fire Agency has requested funding from the County, through the Mendocino County Association of Fire Districts, for support of fire protection;

WHEREAS, the Mendocino County Board of Supervisors has agreed to appropriate a portion of the total County Proposition 172 public safety sales tax revenue to certain local fire agencies for support of fire protection services in Fiscal Year 2022-23. Local fire agencies are defined as local Government entities or tax exempt 501(c)(3) organizations authorized by California Statutes to provide first response fire, rescue, and EMS public safety services to the general public. Additionally, these agencies must (1) participate in the Mutual Aid Coordinating System (MACS) and have an assigned MACS ID Agency Designator, and (2) be regularly dispatched by the Emergency 911 dispatch center; and



WHEREAS, the Mendocino County Association of Fire Districts has submitted a distribution formula, to which the Board of Supervisors has agreed and approved, for the appropriation based on a minimum distribution for each Fire Agency plus a variable distribution based on estimated population in the area serviced by the agency.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate a portion of the County's Proposition 172 revenue and other funding, in Fiscal Year 2022-23, to local fire protection agencies as defined above;
2. The County accepts the Mendocino County Association of Fire Districts' distribution formula;
3. The County agrees to make a lump-sum, one-time payment to Fire Agency for an amount not to exceed Ten Thousand Seven Hundred Forty Dollars and Fifty-Two Cents (\$10,740.52);
4. The Fire Agency agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire Agency agrees to provide the County with a copy of its budget and revenue and expenditure detail, which includes a clear accounting of where the funding is appropriated in the Fire Agency budget and its intended use. Accounting records of Fire Agency shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required;
6. The term of this agreement shall commence on the date executed by the County, but only for the purposes of providing funding support for fire protection services by the Fire Agency in the current fiscal year;
7. The Fire Agency is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire Agency and County;
8. The Fire Agency agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
9. The Fire Agency shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or

resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the Fire Agency's performance or its obligations as a provider of fire protection services, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Fire Agency's performance of its obligations as a provider of fire protection services.

10. The Fire Agency shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
11. This agreement may only be modified by written agreement of the parties;
12. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year;
13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing as follows:

To COUNTY: COUNTY OF MENDOCINO  
Executive Office  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

To FIRE AGENCY: Westport Volunteer Fire Department  
PO Box 67  
Westport, CA 95488  
Attn: Daniel Maxey



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]

DEPARTMENT HEAD

Date: 08/29/2022

Budgeted: ☒ Yes ☐ No

Budget Unit: 1940

Line Item: 86-3113

Grant: ☐ Yes ☒ No

Grant No.:

DARCIE ANTLE, Chief Executive Officer

By: [Signature]

PURCHASING AGENT

Date: 08/29/2022

INSURANCE REVIEW:

By: [Signature]

Risk Management

Date: 08/29/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]

Deputy CEO or Designee

Date: 08/29/2022

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

FIRE AGENCY

By: [Signature]

Daniel Maxey, Fire Chief

Date: 8.31.2022

NAME AND ADDRESS OF FIRE AGENCY:

Westport Volunteer Fire Department

PO Box 67

Westport, CA 95488

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:

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]

Deputy

Date: 08/29/2022



# Prop 172 Fire Funding Allocations<sup>(1)</sup>

2022/23

7/18/22

Approved funding -

\$ 444,000

-- (enter number to auto calculate)

91,601

2020 Census Population<sup>(2)</sup>

Funding Approved for prior year -

444,000

-- (enter last year amount)

Dollar change from prior year<sup>(4)</sup> -

0

-- (calculated amount)

Percent change from prior year -

0.0%

-- (calculated amount)

## --- CALCULATIONS ---

\$ 200,000 = Total Basic \$

\$ 244,000 = Total Population \$

(calculated amount) --

10,000

= Basic amount

2.66

= per capita amount

2022/23

District/Agency Name	JPA	Basic	JPA's	Population <sup>(2)</sup>	Population Distrib	JPA's	Totals	JPA's	\$
1 Albion-Little River FPD		10,000		1,447	3,854		13,854		13,854.43
2 Anderson Valley CSD		10,000		3,189	8,495		18,495		18,494.67
3 Brooktrails CSD		10,000		3,483	9,278		19,278		19,277.81
4 Comptche CSD		10,000		521	1,388		11,388		11,387.81
5 Covelo FPD		10,000		2,750	7,325		17,325		17,325.29
6 Elk CSD		10,000		390	1,039		11,039		11,038.59
7 Fort Bragg City FD	Fort Bragg	0	10,000	7,537	20,075	40,773	20,075	50,773	50,772.55
8 Fort Bragg Rural FPD	Fire Authority <sup>(3)</sup>	10,000		7,770	20,697		30,697		
9 Hopland/Sanel Valley FPD		10,000		1,965	5,234		15,234		15,234.25
10 Leggett Valley FPD		10,000		461	1,228		11,228		11,227.98
11 Little Lake FPD (Willits)		10,000		9,156	24,388		34,388		34,387.88
12 Long Valley FPD (Laytonville)		10,000		2,574	6,856		16,856		16,856.47
13 Mendocino FPD		10,000		2,848	7,586		17,586		17,586.33
14 Piercy FPD		10,000		131	349		10,349		10,348.95
15 Potter Valley CSD		10,000		1,981	5,277		15,277		15,276.87
16 Redwood Coast FPD		10,000		1,788	4,763		14,763		14,762.77
17 Redwood V-Calpella FD		10,000		7,106	18,929		28,929		28,928.54
18 South Coast FPD		10,000		1,777	4,733		14,733		14,733.47
19 Ukiah City FD	Ukiah Valley	0	10,000	16,499	43,948	91,210	43,948	101,211	101,210.76
20 Ukiah Valley FPD	Fire Authority <sup>(3)</sup>	10,000		17,743	47,263		57,263		
21 Westport VFC		10,000		278	741		10,741		10,740.52
22 Whale Gulch VFC		10,000		208	554		10,554		10,554.06

Totals:

200,000

91,601

244,000

444,000

444,000.00

Percent of total approved funding:

45%

55%

## NOTES:

- Prop 172 allocations above are based on a MCAFD funding formula approved and utilized since fire agency funding began 2016-17.  
(Funding source is a "public safety" sales tax collected outside city boundaries.)
- Population adjusted to 2020 census numbers, each agency increased by same 3.96% over previous population numbers (88,113 to 91,601)
- Jointly run departments (JPA's) in Fort Bragg and Ukiah receive only a single Prop 172 basic allotment because of funding source.  
(Based on Supv McCowen 2017 proposed compromise, MCAFD agreed to include city populations in calculations provided BOS increased total funding so other agencies would not have funding reduced in the allocation process ... ap
- BOS approved Prop 172 funding history to fire agencies:

2022-23	444,000	(same appropriation as prior year)
2021-22	444,000	(increase of 11.5% after re-engaging with BOS)
2020-21	398,252	(reduction of 3.3% essentially erasing all funding increases, no consu
2019-20	412,000	(reduction of 16% no consultation)
2018-19	488,000	(increase of 0.5% no consultation)
2017-18	485,522	(increased of 22% to include cities in population allotments without reducing funding to other agencies, negotiated)
2016-17	398,000	(initial amount achieved in MCAFD negotiations with BOS)
1994-2015	0	(excluded from 172 "Public Safety" tax revenue allocations)

Total: \$ 3,069,774



Inv# 2022/23 FIRE FUNDING \$10740.52  
WESTPORT VOLUNTEER FIRE DISTRICT  
09/19/2022 # Pages 1 FP1 DOC80S12580

## ACCOUNTS PAYABLE

VENDOR No. 25362  
BATCH No. 9669  
CNTRL No. 54534  
ACCT STR MS. 863113  
MS. P23.011

PAID  
SEP 22 2022  
BY: \_\_\_\_\_

**COUNTY OF MENDOCINO  
FIRE AGENCY FUNDING AGREEMENT**

This Agreement ("Agreement"), dated as of July 22nd, 2024 (the "Effective Date"), is by and between the COUNTY OF MENDOCINO, hereinafter referred to as "COUNTY", and WESTPORT VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as "FIRE AGENCY".

WHEREAS, FIRE AGENCY, based in Mendocino County, has been identified to provide the inhabitants, within Agency Boundaries/Service areas, with fire protection services listed in California Health and Safety Code section 13862; and

WHEREAS, FIRE AGENCY is authorized by law to provide fire protection services; and

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the general fund of the county to establish county programs or to fund other programs deemed by the board of supervisors to be necessary to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons.; and

WHEREAS, in 1992 the State of California, in response to a severe budget deficit, met its budget obligation to fund schools by diverting specified amounts of property taxes into an Education Revenue Augmentation Fund (ERAF). Although this "shift" was intended as a temporary measure, it remains in effect. This reduced city, county, and some special districts' (including fire districts) revenue to provide funding for schools, causing an annual revenue loss to cities and some special districts including fire districts; and

WHEREAS, in November 1993 the voters of California approved Proposition 172 to partially replace property taxes shifted from local agencies to schools as part of the State's 1993-94 Budget agreement. This Proposition provides a permanent sales tax for support of local public safety activities and is provided directly to the County for police protection, prosecution, corrections, probation, fire protection and/or coastal life guard services; and

WHEREAS, following negotiations with the Mendocino County Association of Fire Districts, and consistent with California Attorney General 2004 opinion #03-804, beginning in FY 2016-17, the Board of Supervisors of Mendocino County (the "Board") authorized a portion of Proposition 172 revenues to be allotted to recognized local fire agencies within the county; and

WHEREAS, in March 2020, Mendocino County voters approved Measure D, which imposed a transient occupancy tax on visitors staying in private campgrounds or recreational vehicle parks located in unincorporated areas of the County, and also approved Measure E, a non-binding measure advising the County to allocate the revenues raised by Measure D to recognized fire agencies; and



WHEREAS, in any given fiscal year the Board may appropriate funding from its Proposition 172 or Measure D revenues to certain local fire agencies for support of fire protection services. Local fire agencies are defined as local government entities or tax exempt 501(c)(3) organizations authorized by California Statutes to provide first response fire, rescue, and emergency medical services (EMS) public safety services to the general public in Mendocino County. Additionally, these agencies must (1) participate in the Mutual Aid Coordinating System (MACS) and have an assigned MACS ID Agency Designator, and (2) be regularly dispatched by the Emergency 911 dispatch center; and

WHEREAS, on February 27, 2024, the Mendocino County Board of Supervisors approved an allocation of Measure D and Proposition 172 revenues for Quarter 1 of Fiscal Year 2023-2024 to FIRE AGENCY and local fire agencies within the County.

NOW, THEREFORE, the parties agree as follows:

1. COUNTY agrees to grant FIRE AGENCY the amount of Twelve Thousand Three Hundred Fifty-Two Dollars and Eighty-Three Cents (\$12,352.83). Exhibit A, attached hereto and incorporated by this reference, includes worksheet(s) detailing the allocations of funding sources by COUNTY for Quarter 1 of Fiscal Year 2023-2024.
2. FIRE AGENCY agrees to utilize any of the funds so appropriated, allocated and disbursed by COUNTY only for the purpose of providing the services listed in Health and Safety Code section 13860 et seq. ("Services"), and in accordance with the terms of this Agreement.
3. The term of this Agreement shall be from the Effective Date and shall continue through September 30, 2024, or the end of the fourth fiscal year following the fiscal year in which the grant was made (the "Termination Date").
4. FIRE AGENCY is a separate legal entity from COUNTY with respect to all matters set forth in this Agreement. Nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the manner in which FIRE AGENCY utilizes the funds granted to it. The funds provided to FIRE AGENCY pursuant to this Agreement are a grant and not a payment for any services provided to COUNTY. The sole interest of COUNTY is that the funds be used to provide the Services in accordance with the provisions of Health and Safety Code section 13860 et seq.
5. FIRE AGENCY agrees to provide COUNTY with a copy of its budget and revenue and expenditure detail which includes a clear accounting of where the funding is appropriated in FIRE AGENCY's budget and its intended use.
6. FIRE AGENCY shall maintain a full set of accounting records in accordance with the Governmental Accounting Standards Board or generally accepted accounting principles and procedures for all funds received under this Agreement. FIRE AGENCY agrees to comply with all audit, inspection, record-keeping and fiscal reporting



requirements mandated by COUNTY or the State. The COUNTY shall notify the FIRE AGENCY of any records it deems in its reasonable judgment to be insufficient. FIRE AGENCY shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, FIRE AGENCY shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. FIRE AGENCY must maintain such records for a period of four years following the Termination Date.

FIRE AGENCY must make available at FIRE AGENCY's office for examination at reasonable intervals and during normal business hours to COUNTY's representatives, all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of FIRE AGENCY in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The COUNTY's representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of FIRE AGENCY in general, throughout the term of this Agreement and for four (4) years following the Termination Date.

7. FIRE AGENCY agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of COUNTY.
8. FIRE AGENCY must immediately inform COUNTY of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with this Agreement.
9. As this Agreement is merely for purposes of providing a grant to FIRE AGENCY, the provisions of this section are intended to apply to the fullest extent permitted by law. FIRE AGENCY shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from any Services performed by the FIRE AGENCY, or by any of FIRE AGENCY's subcontractors, any person employed under FIRE AGENCY, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. FIRE AGENCY shall also, at FIRE AGENCY's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from FIRE AGENCY providing the Services, or any of FIRE AGENCY's subcontractors, any person employed under FIRE AGENCY, or under any subcontractor, or in any capacity. The provisions of this section shall survive the termination, expiration, or cancellation of this Agreement.
10. FIRE AGENCY shall comply with any and all applicable federal, state and local laws affecting the services covered by this Agreement.



11. FIRE AGENCY shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
12. The occurrence of any of the following shall constitute a material default and breach of this Agreement by FIRE AGENCY:
  - a. Improper use or reporting of funds provided under this Agreement by FIRE AGENCY or its employees or agents;
  - b. Substantial failure by FIRE AGENCY to observe and perform any other provision of this Agreement;
  - c. FIRE AGENCY's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

COUNTY shall give written notice to FIRE AGENCY of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. FIRE AGENCY shall not be in default if FIRE AGENCY cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, FIRE AGENCY begins to cure the default within the cure period and thereafter diligently pursues the cure to completion.

13. Upon an event of default that has not been cured by FIRE AGENCY, COUNTY, in its discretion, may take any of the following actions:
  - a. Terminate this Agreement, in whole or in part;
  - b. Demand immediate reimbursement of any funds disbursed under this Agreement;
  - c. Bring an action for equitable relief (a) seeking the specific performance by FIRE AGENCY of the terms and conditions of the Agreement, and/or (b)



enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;

- d. Bar FIRE AGENCY from future funding by COUNTY; and/or
  - e. Pursue any other remedy allowed at law or in equity.
14. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
15. This Agreement constitutes the entire agreement between COUNTY and FIRE AGENCY relating to the COUNTY's grant of funds made in section 1 of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the COUNTY's grant of funds made in section 1 of this Agreement. This Agreement may not be modified except by a written document signed by both parties.
16. Both COUNTY and FIRE AGENCY have the right to terminate this Agreement without cause at any point in time upon giving written notice to the other. Such notice may be issued by any COUNTY officer authorized to execute or amend this Agreement, the COUNTY Chief Executive Officer, or any other person designated by the COUNTY Board of Supervisors. Except as provided in sections 12 and 13 of this Agreement, in the event that COUNTY terminates this Agreement, such termination shall not affect amounts disbursed by COUNTY prior to the date of termination. The obligations of this Agreement, which by their nature would continue shall survive the termination, expiration, or cancellation of this Agreement.
17. This Agreement contains all the terms and conditions agreed upon by the parties that pertain to the appropriation of Proposition 172 or Measure D revenues by COUNTY to FIRE AGENCY.
18. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

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

**Facsimile transmission:** When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

**COUNTY:** COUNTY OF MENDOCINO  
Executive Office  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

**FIRE AGENCY:** Westport Volunteer Fire Department, Inc.  
P.O. Box 67  
Westport, CA 95488  
Attn: Daniel Maxey

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

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

19. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Mendocino County.
20. If any claim for damages is filed with FIRE AGENCY or if any lawsuit is instituted concerning FIRE AGENCY's compliance with the terms of this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect COUNTY, FIRE AGENCY shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.



21. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
22. It is agreed and understood by the parties that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.
23. FIRE AGENCY shall at all times during the term of this Agreement maintain in force sufficient insurance policies to cover liability and loss that pertain to the expenditure and use of the grant funds under this Agreement and the Services provided by FIRE AGENCY.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle

DEPARTMENT HEAD

Date: 07/18/2024

Budgeted: ☒ Yes ☐ No

Budget Unit: Measure D: 2610 - 86-3113

Prop 172: MS - 86-3113

Grant: ☐ Yes ☒ No

Grant No.: N/A

FIRE AGENCY NAME

By: Jeff Mathias  
Jeff Mathias, WVFO Board President and  
Airt. Fire Chief.

Date: 07/22/2024

NAME AND ADDRESS OF FIRE AGENCY:

Westport Volunteer Fire Department, Inc.  
P.O. Box 67  
Westport, CA 95488

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

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 07/18/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa  
COUNTY COUNSEL

Date: 07/18/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 07/18/2024

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: Fire Department

Prop 172 Fire Funding Allocations <sup>(1)</sup>										QUARTERLY Calcs <sup>(2)</sup>										2023-24		Prop 172					
<div><div>\$ 408,633.14 ← BOS FY Budgeted Annual Projection ... 2023-24</div><div>10,000 ← Basic (FIXED) allotment per Agency</div><div>200,000 ← Agencies Total Basic allotments <sup>(4)</sup></div></div>										<div><div>91,601 ← 2020 Census County Population <sup>(3)</sup></div><div>Funding basis: Mendocino County Board of Supervisors' letter - May 26, 2016 "Proposition 172 Funds"</div></div>																	
<div><div>20 ← Agencies <sup>(4)</sup></div><div>QTR Revenues derived Allocation →</div><div>[holding open ...] →</div><div>QTR Funds Allocated →</div><div>QTR gross Basic &amp; Pop alloc →</div><div>QTR per Agency &amp; per capita →</div></div>										<div><div>Qtr 1</div><div>134,454.00</div><div>134,454.00</div><div>Basic Population</div><div>66,000 68,454 134,454.00</div><div>3,300 0.75</div></div>										Qtr 2		Qtr 3		Qtr 4 (true-up)		TOTAL QTRS to Date	
																				134,454.00		134,454.00					
																				Basic Population		Basic Population		Basic Population			
																				66,000 68,454 134,454.00		66,000 68,454 134,454.00					
																				3,300 0.75		3,300 0.75		3,300 0.75			
																				134,454.00		134,454.00		134,454.00			
																				Basic Population		Basic Population		Basic Population			
																				66,000 68,454 134,454.00		66,000 68,454 134,454.00					
																				3,300 0.75		3,300 0.75		3,300 0.75			
																				134,454.00		134,454.00		134,454.00			
																				Basic Population		Basic Population		Basic Population			
																				66,000 68,454 134,454.00		66,000 68,454 134,454.00					
																				3,300 0.75		3,300 0.75		3,300 0.75			
																				134,454.00		134,454.00		134,454.00			
																				Basic Population		Basic Population		Basic Population			
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## NOTES:

- 1) Prop 172 allocations above are based on a MCAFED funding formula approved 4-20-16 and utilized since fire agency funding began 2016-17. (Funding source is a "public safety" sales tax and only revenues received by County, not cities.)
- 2) Converted to quarterly distribution format in FY 2023-24
- 3) Agency population numbers adjusted to match County's 2020 Census total, uniformly each agency increased by 3.96% over previous agreed upon agency and County numbers (88,113 to 91,601) - per 2022 agreement
- 4) Jointly-run Fort Bragg and Ukiah (JPA) departments receive a single basic allotment because Cities receive Prop 172 funds separately. (In 2016-17, Cities were excluded from population allocations. Then Supv McCowen proposed and MCAFED agreed to include City populations in 2017-18 calculations when BOS offered to raise total funding by 87,000 thereby not reducing other agencies' proportional allotments from 2016-17 levels.)

by:



# Measure D <sup>(TOT)</sup> Fire Funding Allocations <sup>(1)</sup> QUARTERLY Calcs <sup>(4)</sup>

## 2023-24 Meas D (TOT)

Funding basis: Mendocino County, 2020 Ballot Measures D & E,  
10% TOT on Campgrounds and RV Parks in unincorporated areas

\$ 680,000 ← BOS FY Budgeted Annual Projection ...  
510,000 ← 75% Fire Agencies minimum portion <sup>(2) (3)</sup>  
170,000 ← 25% Fire Chiefs maximum recommendation portion <sup>(2) (3)</sup>

20 ← Agencies <sup>(1)</sup>  
QTR Meas D Actual Revenues → 235,869.00  
[holding open ...]

QTR Fire Chiefs recom percent → 25%  
QTR Fire Chiefs allocation → 58,967.25

QTR Fire Agencies NET allocation → 176,901.75  
QTR Net per Agency → 8,845.09

District/Agency	JPA	Allocations	Qtr 1	Qtr 2	Qtr 3	Qtr 4 <sup>(true-up)</sup>	YTD QTRS
1 Albion-Little River FPD		8,845.08					
2 Anderson Valley CSD		8,845.08					
3 Brooktrails CSD		8,845.08					
4 Comptche CSD		8,845.08					
5 Covelo FPD		8,845.08					
6 Elk CSD		8,845.08					
7 Fort Bragg City FD	Fort Bragg	8,845.08					
8 Fort Bragg Rural FPD	Fire Authority <sup>(1)</sup>						
9 Hopland FPD		8,845.08					
10 Leggett Valley FPD		8,845.08					
11 Little Lake FPD		8,845.08					
12 Long Valley FPD		8,845.08					
13 Mendocino FPD		8,845.08					
14 Piercy FPD		8,845.08					
15 Potter Valley CSD		8,845.08					
16 Redwood Coast FPD		8,845.08					
17 Redwood V-Valpella FD		8,845.08					
18 South Coast FPD		8,845.08					
19 Ukiah City FD	Ukiah Valley	8,845.23					
20 Ukiah Valley FPD	Fire Authority <sup>(1)</sup>						
21 Westport VFC		8,845.08					
22 Whale Gulch VFC		8,845.08					
Totals:		176,901.75	176,901.75				176,901.75
Proportion of total budgeted funding:		26.0%					26.0%

### NOTES:

- 1) Meas D allocations above follow a funding formula detailed in voter-approved Meas E and in place since 2021-22. (Funding source is a general fund TOT tax on campgrounds and RV Parks outside of incorporated Cities that aren't eligible to receive basic allocations.)
- 2) 2020 Voter advisory Meas E recommended TOT 75% revenue allocations shared equally among agencies and remaining ~25% to be allocated based on Chiefs Assoc recommendations (the "holdback").
- 3) TOT current year calcs based on MCFA 11-9-2022 vote (75% to be distributed to agencies, 25% holdback - reserve fund)
- 4) Converted to quarterly distribution format in FY 2023-24

by: 

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
1	County of Mendocino																		** Variance relates to timing of fiscal year end and amount accrued vs received from State. % paid to fire would have been 4.42% including the \$32,296.47					
2	Half -Cent Sales Tax for Public Safety Apportionment Recap																							
3	Internal Working Document																							
4																								
5	Deposited into Fund 2110-760704 - PUBLIC SAFETY AUGMENT FUND and then reallocated to Cities and County Budget Units																							
6																								
7	*First year contracts combined funding streams (Prop 172, Camp TOT).																							
8																								
9	Allocated to Cities via JE from 760704:								Allocated to County Budget Units via JE from 760704 to 821510 Sales Tax Public Safety															
10	Fiscal Year	Total per SCO		Ft. Bragg	Pt Arena	Ukiah	Willits	Total	% of SCO Total		District Attorney	Sheriff	Jail	Probation	Misc	Total	% of SCO Total		Fire Actually Paid	Fire Paid vs Misc Allocated		County Budget Amount	County Budget for DA/SO/JA/PR	Budget for Misc
11	2023-24*	9,203,622.56		21,766.59	2,825.53	69,100.81	61,673.48	155,366.41	1.69%		913,397.56	3,893,051.76	2,949,342.39	892,535.37	399,929.07	9,048,256.15	98.31%		367,632.60	(32,296.47)		9,615,477	9,190,477	425,000
12	% of City or County Total			14.01%	1.82%	44.48%	39.70%				10.09%	43.03%	32.60%	9.86%	4.42%				4.06%	**			95.58%	4.42%
13																								
14	2022-23	10,372,877.85		24,531.83	3,184.47	77,879.57	69,508.64	175,104.51	1.69%		1,026,166.76	4,373,694.34	3,313,473.31	998,923.41	485,515.52	10,197,773.34	98.31%		444,000.00	(41,515.52)		10,481,001	9,982,001	499,000
15	% of City or County Total			14.01%	1.82%	44.48%	39.70%				10.06%	42.89%	32.49%	9.80%	4.76%				4.35%				95.24%	4.76%
16																								
17	2021-22	11,352,129.94		26,847.79	3,485.11	85,231.79	76,070.62	191,635.31	1.69%		1,121,009.93	4,777,931.64	3,619,720.08	1,091,248.62	550,584.36	11,160,494.63	98.31%		444,000.00	(106,584.36)		10,500,001	9,982,001	518,000
18	% of City or County Total			14.01%	1.82%	44.48%	39.70%				10.04%	42.81%	32.43%	9.78%	4.93%				3.98%				95.07%	4.93%
19																								
20	2020-21	9,126,497.51		21,584.18	2,801.83	68,521.74	61,156.67	154,064.42	1.69%		900,885.56	3,841,553.93	2,909,526.71	877,529.28	442,937.62	8,972,433.10	98.31%		398,251.00	(44,686.62)		8,067,252	7,669,000	398,252
21	% of City or County Total			14.01%	1.82%	44.48%	39.70%				10.04%	42.82%	32.43%	9.78%	4.94%				4.44%				95.06%	4.94%
22																								
23	2019-20	7,737,831.36		18,299.97	2,375.51	58,095.63	51,851.20	130,622.31	1.69%		759,295.72	3,250,045.69	2,460,561.09	740,566.11	396,740.44	7,607,209.05	98.31%		395,636.00	(1,104.44)		7,899,800	7,487,800	412,000
24	% of City or County Total			14.01%	1.82%	44.48%	39.70%				9.98%	42.72%	32.35%	9.74%	5.22%				5.20%				94.78%	5.22%
25																								
26	2018-19	8,011,524.09		18,947.26	2,459.55	60,150.53	53,685.21	135,242.55	1.69%		787,628.15	3,359,234.07	2,544,038.93	767,149.82	418,230.55	7,876,281.51	98.31%		488,000.00	69,769.45		7,505,082	7,107,082	398,000
27	% of City or County Total			14.01%	1.82%	44.48%	39.70%				10.00%	42.65%	32.30%	9.74%	5.31%				6.20%				94.70%	5.30%



# COUNTY OF MENDOCINO

## Executive Office

**DARCIE ANTLE**  
**CHIEF EXECUTIVE OFFICER**  
**CLERK OF THE BOARD**

501 Low Gap Rd. Room 1010  
Ukiah, CA 95482

Email: [ceo@mendocinocounty.gov](mailto:ceo@mendocinocounty.gov)  
Website: [www.mendocinocounty.gov](http://www.mendocinocounty.gov)

Office: (707) 463-4441  
Fax: (707) 463-5649

DATE: April 7, 2025

TO: Honorable Board of Supervisors

FROM: Sara Pierce, Acting Assistant CEO

SUBJECT: **Half-Cent Sales Tax for Public Safety – Apportionments to Fire Agencies**

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The County of Mendocino has been apportioning a portion of the Half-Cent Sales Tax for Public Safety, also known as Proposition 172 funding, to Fire agencies beginning in Fiscal Year (FY) 2016-17.

Attached for review are example agreements for Fiscal Years 2020-21 through 2023-24 along with a recap of information for discussion.

### **FY 2020-21 Through FY 2022-23 Agreements**

- Annual agreements were specific to Prop 172 distributions.
- Agreements were executed prior to budget adoption or shortly thereafter, and before payments from the State were received.
- In each of the attached agreements titled, “Westport VFD-Final FYXX.XX Prop 172 Agreement”, the eighth WHEREAS statement notes, “The Board of Supervisors has agreed to appropriate a portion of the total County Proposition 172 public safety sales tax revenue to certain local fire agencies for support of fire protection services.”
  - Agreements did not state a specific % for distribution.
- In each of the attached agreements titled, “Westport VFD-Final FYXX.XX Prop 172 Agreement”, the ninth WHEREAS statement notes, “The Mendocino County Association of Fire Districts has submitted a distribution formula, to which the Board of Supervisors has agreed and approved...”.

### **FY 2023-24 Agreements**

- Quarterly agreements specific to Prop 172 distributions and Measure D (Camp TOT).
- Agreements were executed after quarter ended and payments from the State had been received.

- In the attached agreement titled, “Westport VFD-Final Q1 FY23.24 Prop 172\_Camp TOT Agreement”, the eighth WHEREAS statement notes, “In any given fiscal year the Board may appropriate funding from its proposition 172 or Measure D revenues to certain local fire agencies for support of fire protection services.”
  - Agreements did not state a specific % for distribution.
  - The overall total amount provided to the Mendocino County Association of Fire Districts, for their distribution formula to each agency, was based on the Budgeted % of Prop 172 in the Misc Budget Unit.
- In the attached agreement titled, “Westport VFD-Final Q1 FY23.24 Prop 172\_Camp TOT Agreement”, the ninth WHEREAS statement notes, “The Mendocino County Board of Supervisors approved an allocation of Measure D and Prop 172 revenues for Quarter 1 of Fiscal Year 2023-2024 to Fire.”

### **FY 2024-25 Agreements**

- Starting in FY2024-25 quarterly agreements will encompass all 3 funding streams: Measure P, Measure D (Camp TOT), and Prop 172.
- Agreements are being executed after quarter end and payments from the State have been received.

### **Half-Cent Sales Tax for Public Safety Apportionment Recap**

- Payments from the State Controller’s Office (SCO) are apportioned by the County Auditor’s Office at 1.69% to City and 98.31% to County from the Public Safety Augmentation Fund in Munis.
  - City portion is then allocated to the 4 cities.
    - Apportionment percentages have not changed.
  - County portion is then allocated to the District Attorney (DA), Sheriff (SO), Jail (JA), Probation (PR), and the Misc Budget Units.
    - Apportionment percentages have changed year over year.
    - Misc Budget Unit is where Fire Agencies activity has been tracked.
    - The cause of change in percentages for County departments is unknown.
- % amounts in rows 12, 15, 18, 21, 24, and 27 are based on the city % of SCO Total and county % of SCO Total.
  - For example, in FY 2018-19 the 5.31% in Row 27 under Column O is taking the \$418,230.55 divided by \$7,876,281.51.
- Column S notes what has been paid to the Fire Agencies for each fiscal year.
- Column T is the variance between what has been paid to Fire Agencies vs apportioned to Misc Budget Unit.
- Column V is the County budget amount for each fiscal year.
- Column W is the County budget amount for DA, SO, JA and PR for each fiscal year.
- Column X is the County budget amount for Misc budget unit for each fiscal year.



# 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:** April 8, 2025

**Department Contact:** Steve Dunncliff

**Phone:** 707-463-4441

**Department Contact:**

**Phone:**

**Item Type:** Regular Agenda

**Time Allocated for Item:** 30 Minutes

**Agenda Title:**

Discussion and Possible Action Including Acceptance of an Update on the Status of the Fort Bragg Branch Library Expansion; and Direction to Staff regarding a Memorandum of Understanding with the Friends of the Fort Bragg Library

(Sponsor: Executive Office and Library)

**Recommended Action/Motion:**

Accept update on the status of the Fort Bragg Branch Library expansion; and direct staff regarding a Memorandum of Understanding with the Friends of the Fort Bragg Library.

**Previous Board/Board Committee Actions:**

On August 16, 2016: item 6c, the Board approved in concept, "the expansion of the Fort Bragg Library including the future acceptance of the Fort Bragg property providing a MOU is completed and no County funds are obligate." The Board approved the Fort Bragg Library expansion update and provided direction to staff regarding an MOU on April 25, 2023: item 4f; the Board authorized the submission of an application to expand the branch and adopted Resolution 23-102 on June 6, 2023: item 3o.

**Summary of Request:**

There have been discussions for several years about expanding the Fort Bragg library. On September 15, 2016, the Friends of the Fort Bragg Library purchased the lot adjacent and north of the current library building at 421 N. Whipple Street. On August 16, 2016, Supervisor Gjerde sponsored an item that would have had the County accept the adjacent parcel. The minutes reflect that the Board approved an expansion of the library in concept, including the future acceptance of the parcel, provided a memorandum of understanding is completed and no County funds are obligated.

On April 25, 2023, the Board received an update on the status of the parcel at 421 Whipple St, and the minutes reflect that direction was given to staff regarding a memorandum of understanding with the Fort Bragg Friends of the Library and the transfer and merging of property to prepare for the branch expansion project at no cost to the General Fund. On June 6, 2023, the Board adopted Resolution 23-102, authorizing a Library grant application that sought funds for the expansion and renovation of the Fort Bragg library. The grant was not awarded, and the project was delayed.

In 2016 the Board of Supervisors directed staff to engage in a Memorandum of Understanding (MOU) with the

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**Item #: 4e)**

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Fort Bragg Friends of the Library relating to the adjacent parcel. On February 21, 2025, the County received an email from the Fort Bragg Friends of the Library in response to engaging in an MOU in connection with the Friends property: "Our Board meeting today resulted in a decision to delay formulating an MOU with the County of Mendocino as the Phase II portion of the building project won't be considered until sometime in the distant future. Once we complete the Friends Phase I - Library Annex we can revisit your proposal of creating an amicable MOU with the County."

**Alternative Action/Motion:**

Provide alternate direction.

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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:**

<https://fortbragglibrary.org/friends-of-the-fort-bragg-library/>

**Fiscal Details:**

**source of funding:** Library - Capital Investments BU 1715

**current f/y cost:** \$10,000 for staff time

**budget clarification:** Budget adjustment in 3<sup>rd</sup> quarter to pay for staff time

**annual recurring cost:** \$10,000 next fiscal year for staff time

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

**revenue agreement:** N/A

**AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL:** No

**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 9, 2025

Final Status: **No Action Taken**





The *Fort Bragg Advocate* in its January 8, 1913 issue reported:

## Fort Bragg Library founded in 1913

“The Fort Bragg Library is now completed and will be occupied in a few days. It is the third of a series of modern business structures erected within the last year. It is one of the finest library buildings in Northern California. This artistic structure adorns West Main Street, standing up on a lot, which the Union Lumber Company so generously donated. It is a thirty-five by fifty-five foot wooden structure of a very plain and attractive design. The white exterior finishing give it a very cheerful appearance. The interior is finished entirely in natural redwood-waxed. A mezzanine floor fourteen by thirty-five feet makes quite an addition to the floor space. .... We feel assured that Fort Bragg will have one of the finest libraries in Northern California, a modern library in a modern city. “The trustees of this institution who have given much of their valuable time toward the furtherance of this worthy cause, the Union Lumber Company who so generously donated the building site and the people of Fort Bragg in general who are standing the expense of this valuable addition to our city are deserving of the highest praise. They are now in a position to enjoy the fruits of their labors.”

On the morning of September 20, 1987 the library in Fort Bragg was destroyed in an arson fire.



The Canaar- Fairlee Building (built as a funeral home) was purchased with \$300,000 fire insurance money in May 1988.

Conversion of the interior to a library was completed by Fort Bragg contractor, Jerry Matson.

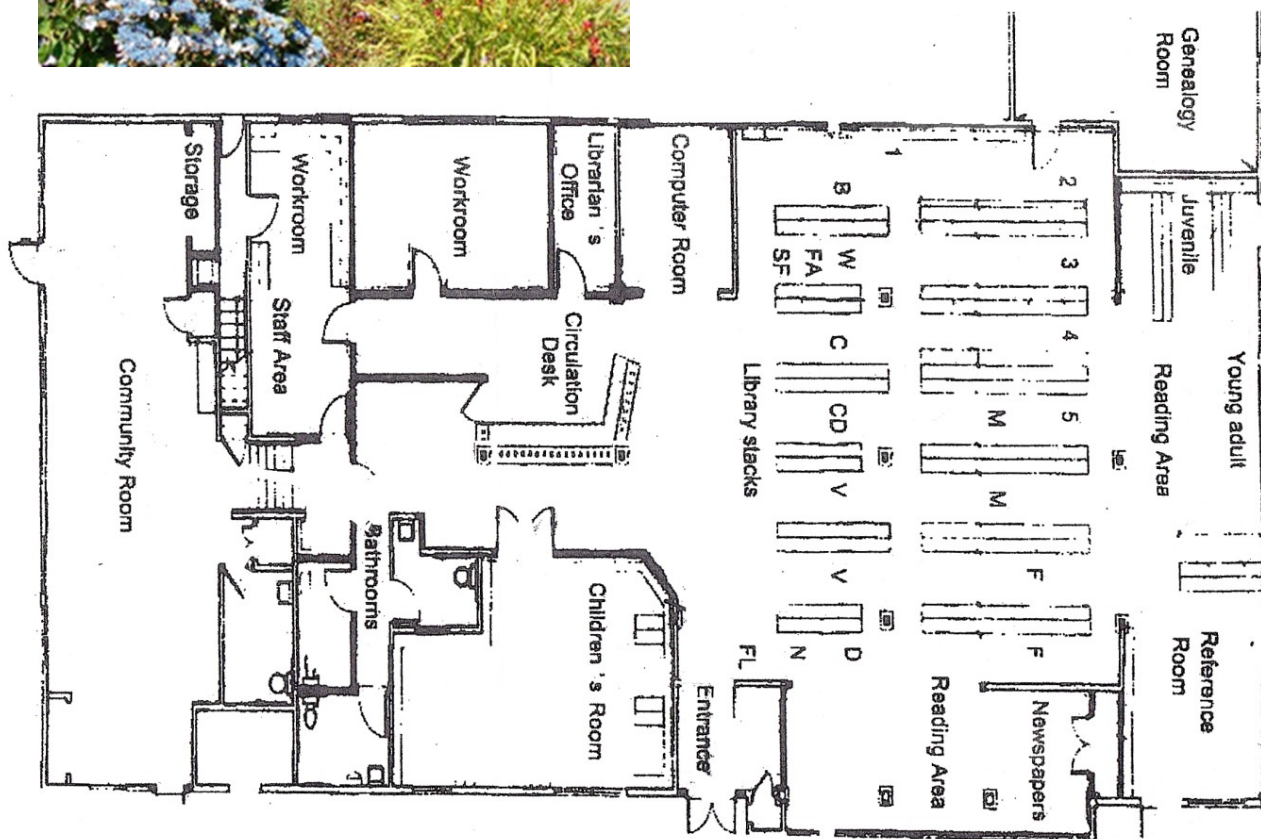
The next major remodel, which stayed within the footprint of the existing 6000 sq. ft. library was completed in 2007. The cost of the project - shared by the Friends of the Fort Bragg Library - exceeded \$520,000 of which the Friends contributed \$470,000. Not included in this cost were the many contributions of time and labor by volunteers, personnel from Parlin Forks and Chamberlain Creek and county staff.

After a year in temporary quarters, the Fort Bragg Branch reopened in July 1988 at 499 East Laurel Street in Fort Bragg



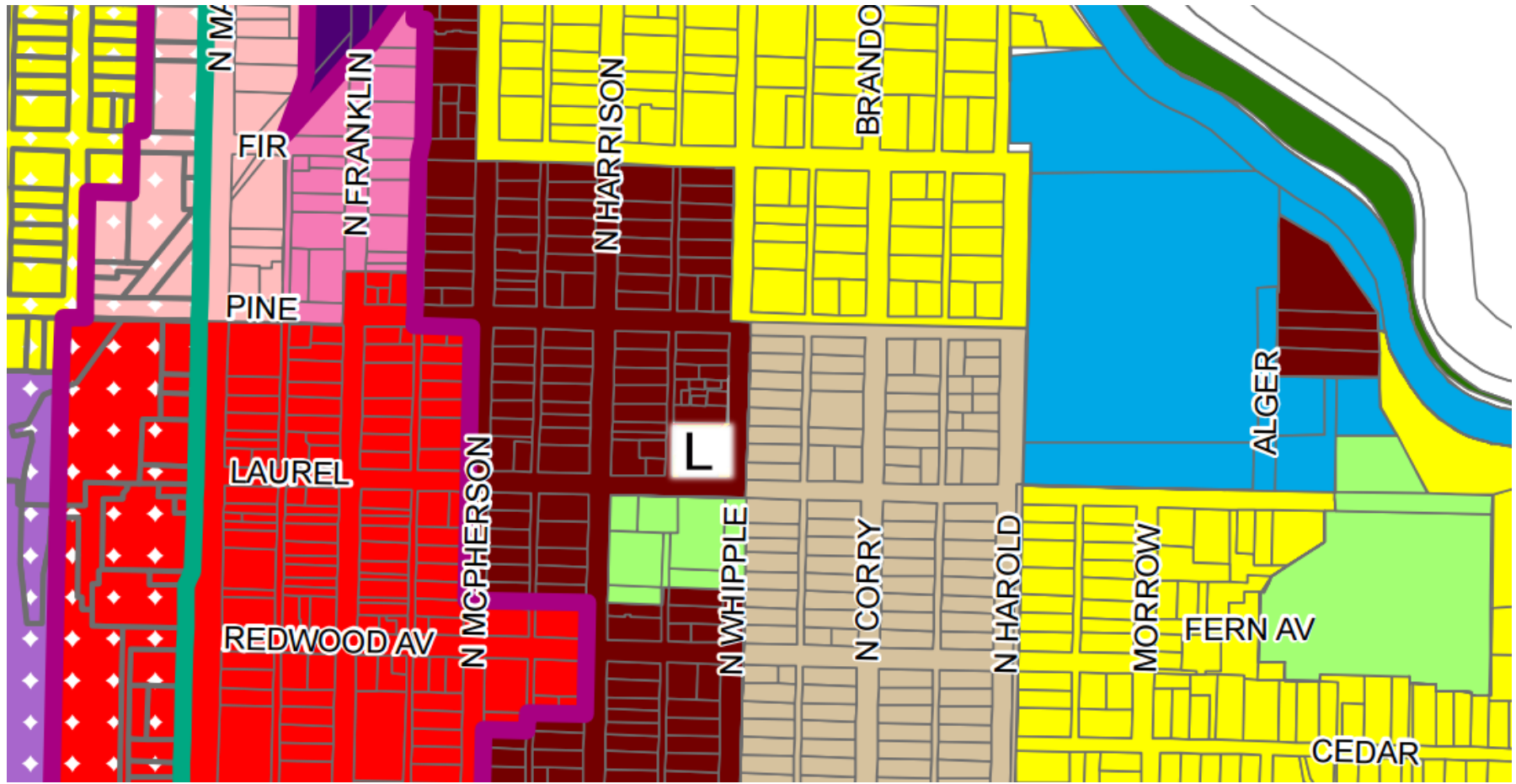


Fort Bragg Branch Library -  
Library entrance on 499 E. Laurel St,  
showing floor plan after  
2007 remodel.



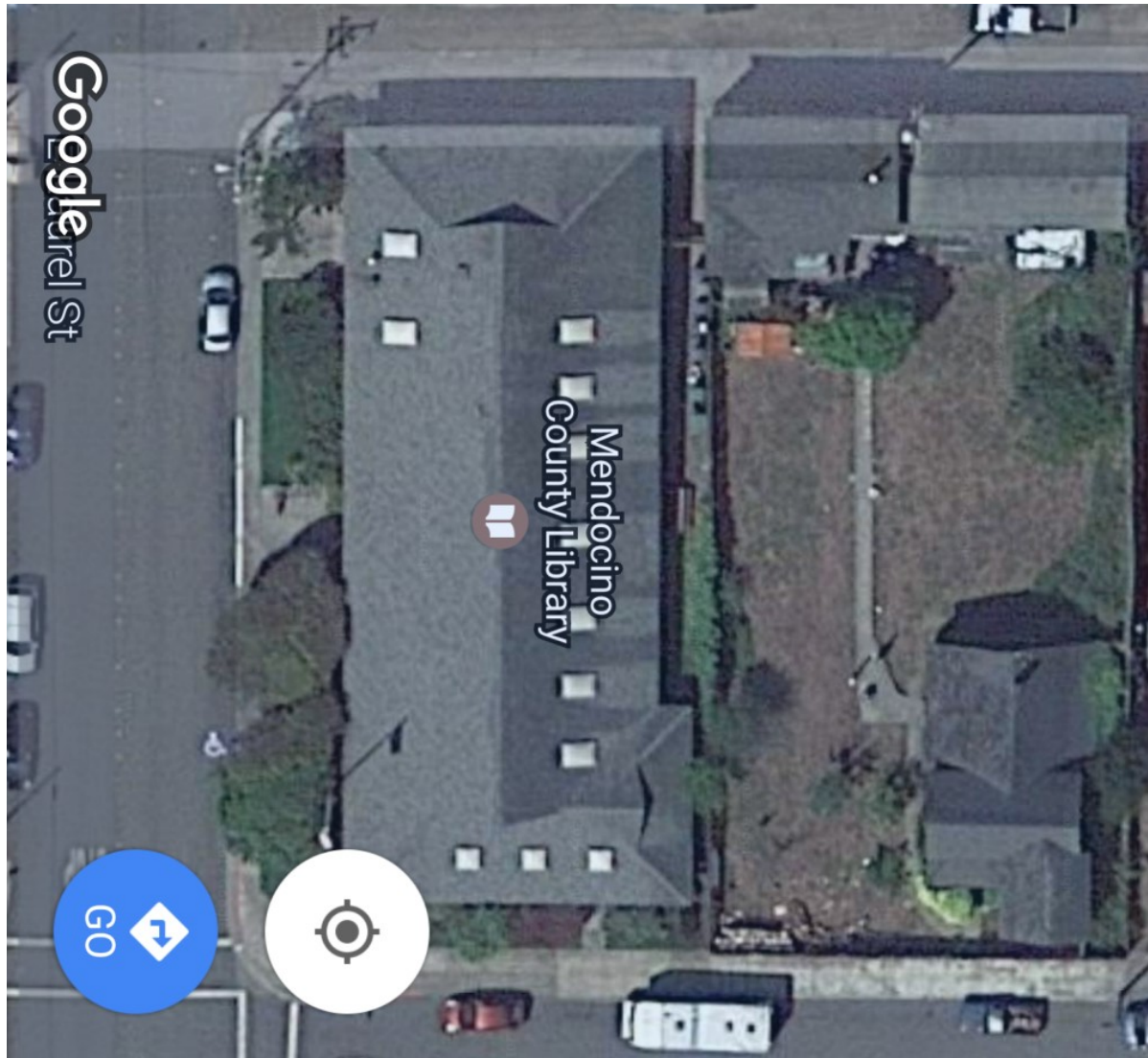


Fort Bragg Branch Library on East Laurel and Friends of Fort Bragg Library lot on North Whipple.  
Location of both lots in relation to city of Fort Bragg. Green area across from library is  
Bainbridge Park (City of Fort Bragg) and Veterans Hall (County of Mendocino).





2015 Google Earth view prior to purchase of the Whipple Street property.  
Current library shown on left. Lot with buildings shown on right.



In September 2016, the Friends of the Fort Bragg Library purchased the lot next door to the current library. The lot and buildings were purchased for \$185,000.



The Friends plan was to level the lot, preserve redwood from the site for the new building and continue to seek funds for the expansion.





By early 2021, the lot at 421 North Whipple had been cleared, perimeter fencing installed, and a new wooden fence built along the north property line. As the Friends continue to fundraise, they contract with a local mowing company to maintain the lot.





Generous donor leaves entire estate to Library Friends group for the Expansion Project. The bequest exceeded \$500,000.

COMMUNITY

# Library receives large bequest from local donor

*Staff report*

**FORT BRAGG »** Fort Bragg lost a great reader in October 2019: LaVon Taylor was a true friend of books, as shown by her dedicated service to the Hospice Thrift Book Dept., Granny's Attic and the Fort Bragg Library. Taylor's love of reading sparked a desire to pass on that love to others. In December 2020, Friends of the Fort Bragg Library received a bequest in her name.

After her retirement from the hospitality industry, Taylor became involved in venues that served multitudes of readers on the North Coast.

Diane Lionberger and Nancy Gardner-Gmeiner, at Hospice Thrift, spoke of Taylor's remarkable vocabulary and organizational skills. She often organized donated books into categories, allowing customers to shop by genre and find good titles at great prices.

Book sales supported persons receiving hospice care on the North Coast.

Taylor was also a frequent patron of Fort Bragg Library. She worked alongside Friends of the Library volunteers and also served as paid staff for a time. Friends remember her fondness for mystery novels, and she subscribed to the New York Times Book Review to discover new authors and trends in the literary world.

Taylor's generous gift of her entire estate is the start of a major capital campaign the Friends hope to launch this year. A beautiful addition to Fort Bragg Library will house and display the library's collection in a more contemporary way, provide additional seating and a meeting and performance space.

"We think this building project would please Taylor, a lifelong fan of books and libraries," said Dan Hess, Branch Librarian.

Library staff enjoyed Taylor's frequent visits to the library. Though she often needed to sit and rest in later years, her tenacity and love of reading brought her to the branch in spite of her illness, Hess said. For the last 10 months of her life Taylor was homebound, so friends and caregivers would pick up books for her.

The community is full of generous donors, and the Fort Bragg Library would like to thank all those who've joined the "Thousand Dollar Club" or given sizable amounts since the property was bought next door in 2016, Hess said.

"On behalf of the library, I would like to thank LaVon for thinking of future readers like herself who love to be surrounded by the unforgettable characters of literature and film," said Hess.

"Her imagination lives on in her legacy to Fort Bragg Library."



Friends Board members with Founder of \$1000 Club, fundraising at craft fair.



Soroptimists and Mendocino Study Club learn about library services and donate to expansion project.



Over 85 community members have joined the \$1000 Club as individual donors, neighborhood groups, civic organizations or given in memoriam.

#### PASSENGER LIST:

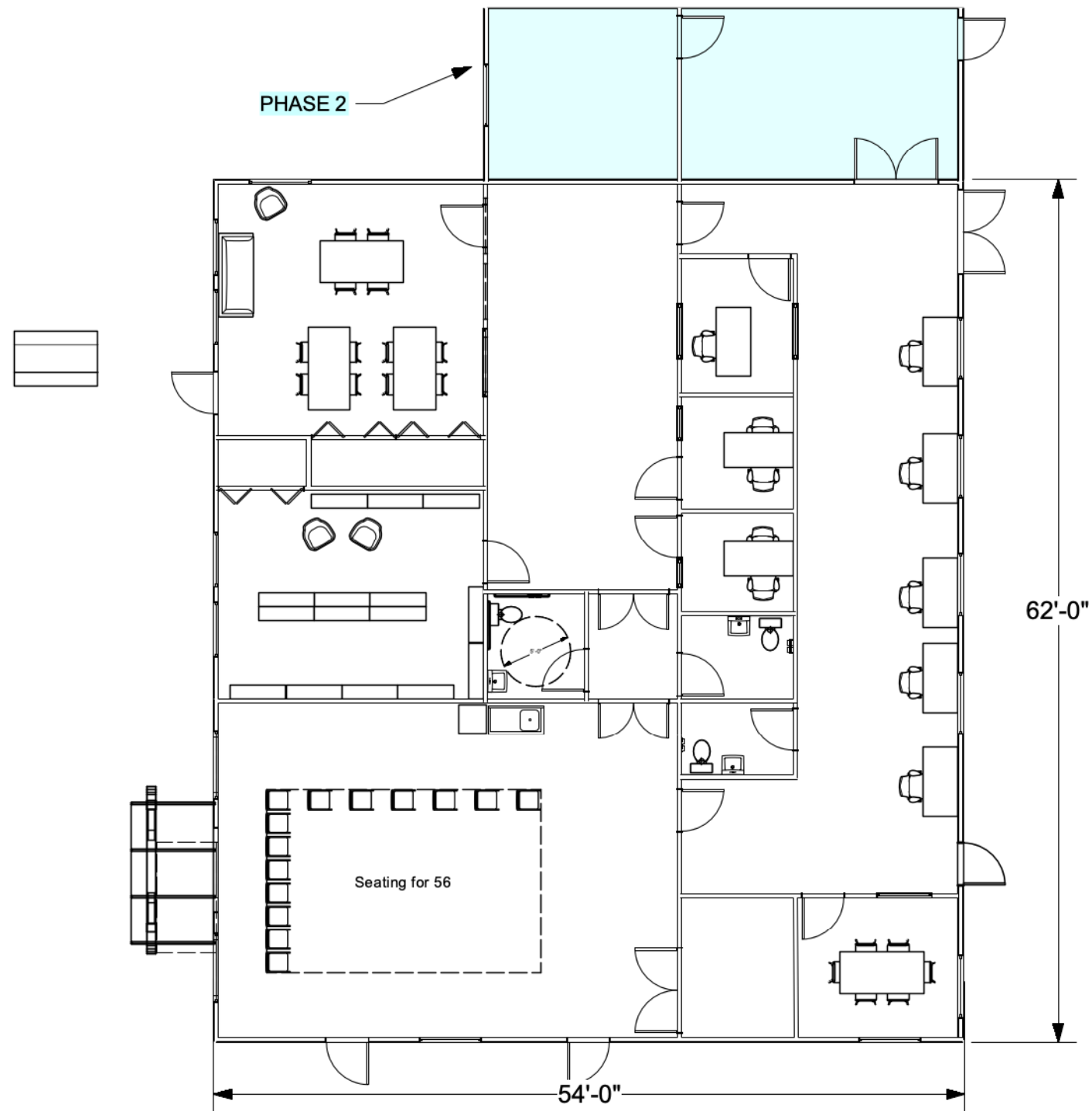
1. Sandra Figueiredo
2. Myra Figueiredo
3. Norma L. Andres
4. Henrietta Bensussen
5. Becky & Winston Bowen
6. Melinda Land-Freshwater
7. Sherman & Claire Ervin Lee
8. David Linkhart
9. Louise Mariana
10. Soroptimist International of Fort Bragg
11. Carol Millsap
12. Christine Feehan
13. Centerline Medical, LLC
14. Albion Middle Ridge Library Fund
15. Presbyterian Church + Colleen Cleary & Ann Kjeldsen
16. Mendocino Women's Clothing Swap & Mendocino Study Club
17. Tarbell Family Foundation
18. Carrie Pomeroy
19. Glenn Reed & Gary Croner
20. Anya Maruscha & Jacquie Hoffman
21. David and Marianne Smith
22. Mary Fisher Love
23. Bruce + Yolanda Fletcher
24. Ruth & Joe Sparks
25. Janet & David Barnes
26. Jennifer Wolfman Memoriam
27. Jane Person
28. Judy and Paul Tichinin
29. Arthur Morley
30. Ocean Wave Quilters
31. Fort Bragg Lions Club
32. Dr. Diane Harris
33. Betty and John Dias (in memoriam)
34. Seniors on Bikes!
35. More Stories (31 strong!)
36. Renie Oschin
37. Sidney and Patricia Long
38. Shady Lane Neighbors
39. Andrew and Linda Banta
40. Kim Doyle
41. Vanette St. John
42. Fort Bragg High School Class of '69
43. In memory of Jane Vartanian from family



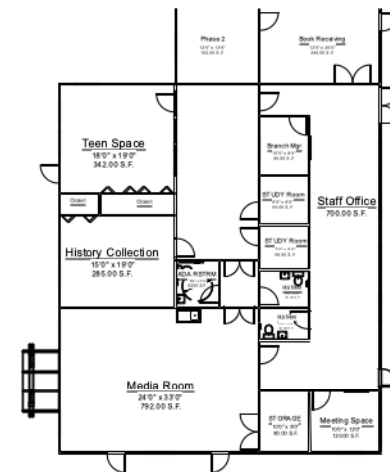
44. Olivia Barrager
45. Harold G. Miller
46. Mendocino Friends of the Fort Bragg Library
47. Kelci Parks Memoriam from the Fort Bragg Advocate-News
48. Tree
49. Anonymous Donor 1
50. In memory of Daisy Dodge
51. Jeanette Hansen
52. The Community Foundation of Mendocino County
53. Frances Wakerley and Marvin Galliani
54. Diane McVeigh
55. Masonic Lodge (Shriners of Fort Bragg)
56. Yolanda & Bruce Fletcher
57. David Smith
58. Frieda Clayton
59. Marilyn LeRoy & Mark LeRoy Ttees
60. Joy Korstjens & Steve Shamblin
61. Lafawnduh, a Library Cat!
62. Rotary Club of Fort Bragg
63. Cherie and Keith Wyner
64. Ray and Louise Rossi
65. Anonymous Donor 2
66. Mendocino Study Club
67. Winton and Becky Bowen
68. Jean and Tom Digulla
69. Jeffrey Flynn & Linda Lasell
70. The James Kirwan Family
71. Anonymous Donor
72. Frank Baty
73. Donna Leon: in memory of Larry Hanlon
74. Kirk O'Dwyer
75. Raymond Knapp & Daniel Hess
76. The Walzer Family
77. The Cabin
78. In honor of Susan & Mark Reaves
79. In memory of Don and Lorraine V. Kelley family
80. In memory of Diane Rosenberger
81. Gin Paul Kremer, DDS
82. Yolanda and Bruce Fletcher
83. Josie Perla
84. Holly Hawkins
85. In Memory of Betty Staveley by James Staveley & Patricia Marien

Take off with  
the \$1000 Club!  
Friends of the  
Fort Bragg Library  
Expansion Project





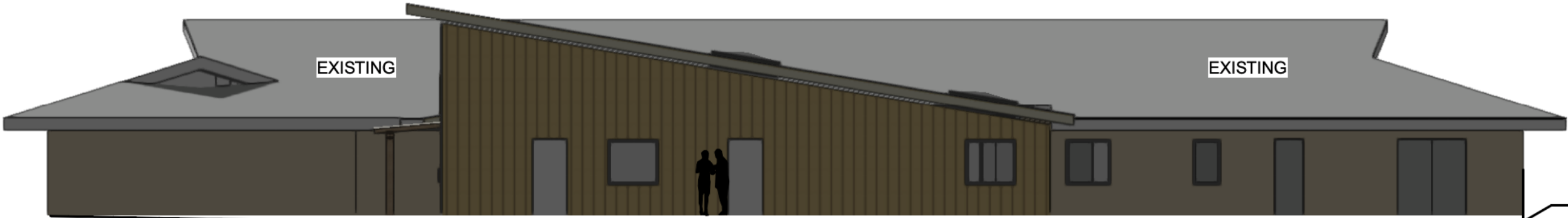
1 PLAN VIEW  
Scale: 3/32" = 1'-0"  
0 5 15 25 FT



No.	Date	Issue Notes
Marie Jones Consulting 707-357-6408		
Furniture layout		
Sheet		
Project <b>Ft Bragg Library Addition</b> 499 E Laurel St Ft Bragg, CA		
Project Manager Marie Jones		
Drawn By MAS		
Scale		
Publish Date 11/25/24		
CAD File Name		
Drawing No. <b>A1.2</b>		
2 of 1 Total Sheets		



1 East Elevation  
Scale: 3/32" = 1'-0"



2 North Elevation  
Scale: 3/32" = 1'-0"



3 West Elevation  
Scale: 3/32" = 1'-0"

No.	Date	Issue Notes
Marie Jones Consulting 707-357-6408		
Elevations		
Ft Bragg Library Addition 499 E Laurel St Ft Bragg, CA		
Project Manager Marie Jones		
Drawn By MAS		
Scale		
Publish Date 11/25/24		
CAD File Name		
Drawing No. A2.1		
4 of 1 Total Sheets		



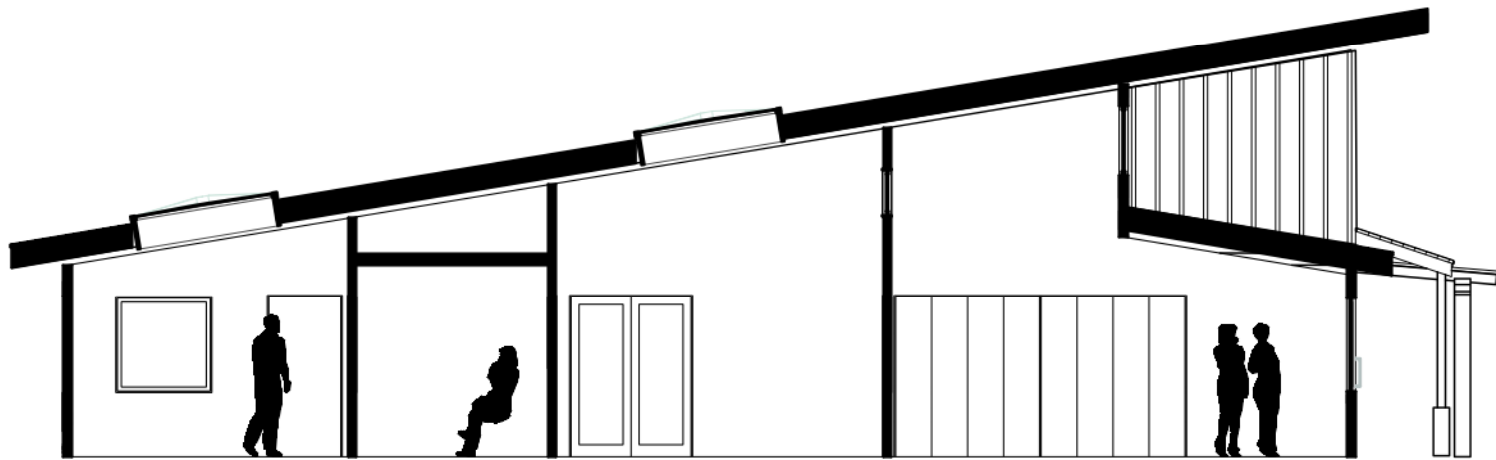


1 East Elevation  
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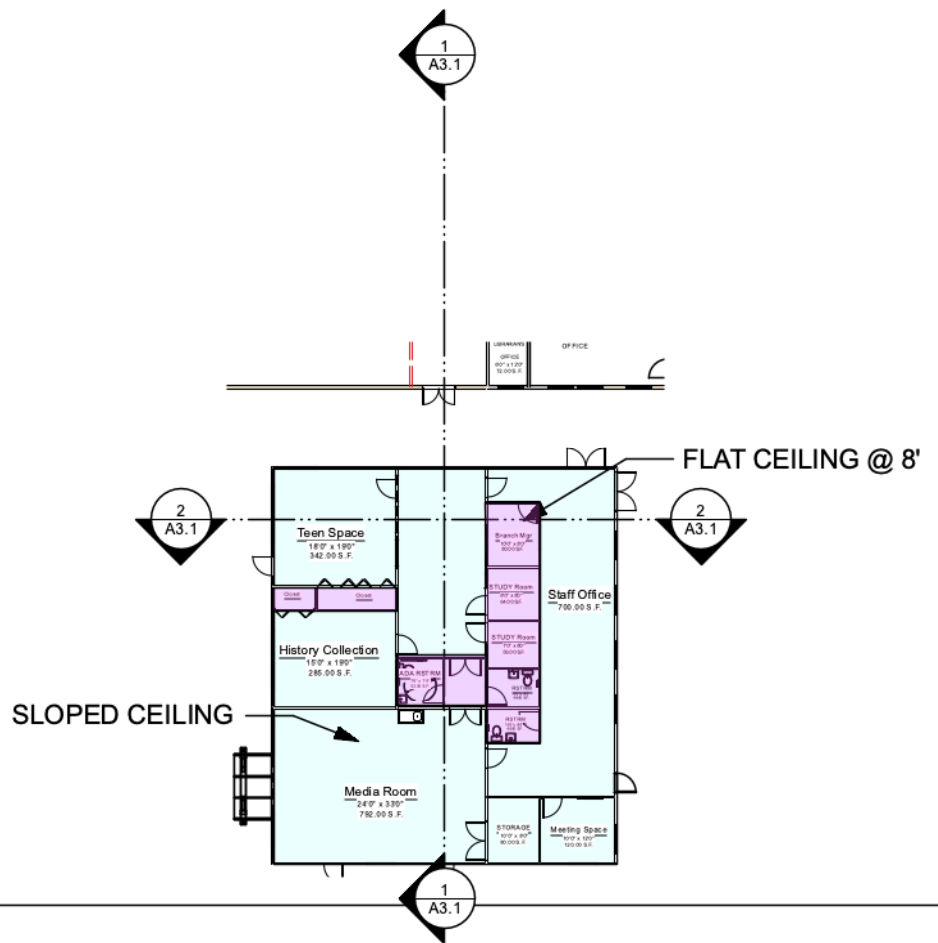
No.	Date	Issue Notes
Marie Jones Consulting 707-357-6408		
Elevations		
Sheet		
Project	Ft Bragg Library Addition 499 E Laurel St Ft Bragg, CA	
Project Manager	Marie Jones	
Drawn By	MAS	
Scale		
Publish Date	11/25/24	
CAD File Name		
Drawing No.	A2.2	
5 of 1		
Total Sheets		



1 Section NS  
Scale: 1/8" = 1'-0"



2 Section EW  
Scale: 1/8" = 1'-0"



No.	Date	Issue Notes
1		Marie Jones Consulting 707-357-6408
Section Views		
Ft Bragg Library Addition 499 E Laurel St Ft Bragg, CA		
Project Manager Marie Jones		
Drawn By MAS		
Scale		
Publish Date 11/25/24		
CAD File Name		
Drawing No. A3.1		
6 of 1 Total Sheets		



1 VIEW FROM NW CORNER  
Scale: 1/4" = 1'-0"

2 VIEW FROM NE CORNER  
Scale: 1/4" = 1'-0"

No.	Date	Issue Notes
Marie Jones Consulting 707-357-6408		
Renders		
Sheet		
Project Ft Bragg Library Addition 499 E Laurel St Ft Bragg, CA		
Project Manager Marie Jones		
Drawn By MAS		
Scale		
Publish Date 11/25/24		
CAD File Name		
Drawing No. A5		
5 of 1 Total Sheets		

**CITY OF FORT BRAGG**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
 416 North Franklin Street  
 Fort Bragg, CA 95437  
 Tel: (707) 961-2827  
 Fax: (707) 961-2802  
 http://city.fortbragg.com



Case No(s) \_\_\_\_\_  
 Date Filed \_\_\_\_\_  
 Fee \_\_\_\_\_  
 Receipt No. \_\_\_\_\_  
 Received by \_\_\_\_\_

*Office Use Only – December 2011*

## PLANNING APPLICATION FORM

Please complete this application thoroughly and accurately, and attach the required exhibits as indicated in the applicable brochure available from the Community Development Department. An incomplete application will not be accepted for processing. Please note that administrative permits may require additional fees if an interested party requests a public hearing. Public hearing expenses are borne by the applicant, owner, or agent.

### APPLICANT

Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

### PROPERTY OWNER

Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

### AGENT

Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

**STREET ADDRESS OF PROJECT** \_\_\_\_\_

**ASSESSOR'S PARCEL NUMBER(S)** \_\_\_\_\_

**PROPERTY SIZE** \_\_\_\_\_ Square Feet **or** \_\_\_\_\_ Acres

### TYPE OF APPLICATION (Check all applicable boxes)

- |  |  |
|--|--|
| <input type="checkbox"/> Design Review/Site & Architectural Review | <input type="checkbox"/> Certificate of Compliance             |
| <input type="checkbox"/> Use Permit/Minor Use Permit               | <input type="checkbox"/> General Plan Amendment                |
| <input type="checkbox"/> Coastal Development Permit                | <input type="checkbox"/> Local Coastal Program Amendment       |
| <input type="checkbox"/> Variance/Administrative Variance          | <input type="checkbox"/> Rezoning                              |
| <input type="checkbox"/> Lot Line Adjustment                       | <input type="checkbox"/> Annexation                            |
| <input type="checkbox"/> Subdivision (no. of parcels) _____        | <input type="checkbox"/> Preapplication Conference             |
| <input type="checkbox"/> Certificate of Appropriateness (COA)      | <input type="checkbox"/> Limited Term Permit                   |
| <input type="checkbox"/> Planned Development Permit                | <input type="checkbox"/> Permit Amendment (list permits) _____ |

**PROJECT DESCRIPTION** (Briefly describe project as shown on proposed plans.)



## CERTIFICATION

I hereby certify that I have read this completed application and that, to the best of my knowledge, the information in this application and all attachments is complete and accurate. I understand that failure to provide requested information or misstatements submitted in support of the application shall be grounds for either refusing to accept the application, for denying the permit, for suspending or revoking a permit issued on the basis of such misrepresentations, or for seeking of such further relief as may seem proper to the City.

\_\_\_\_\_  
Signature of Applicant/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

ORDINANCE No. 771, adopted by the Fort Bragg City Council on September 26, 1994, requires applicants for discretionary land use approvals to sign the following Indemnification Agreement. Failure to sign this agreement will result in the application being considered incomplete and withheld from further processing.

As part of this application, the applicant agrees to defend, indemnify, release and hold harmless the City of Fort Bragg, its agents, officers, attorneys, employees, boards and commissions, as more particularly set forth in Fort Bragg Municipal Code Chapter 18.77, from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attach, set aside, void or annul the approval of this application or adoption of the environmental document which accompanies it. The indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the City, its agents, officers, attorneys, employees, boards and commissions.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

## SITE VIEW AUTHORIZATION

I hereby grant permission for City staff and hearing bodies to enter upon and site view the premises for which this application is made in order to obtain information necessary for the preparation of required reports and render its decision.

\_\_\_\_\_  
Property Owner/Authorized Agent

\_\_\_\_\_  
Date

*NOTE: If signed by agent, **owner** must sign "Authorization of Agent" below.*

## DECLARATION OF POSTING

At the time the application is submitted for filing, the applicant must complete and post the "Notice of Pending Permit" form at a conspicuous place, easily read by the public and as close as possible to the project site. If the applicant fails to post the completed notice form and sign the Declaration of Posting, the Community Development Department cannot process the application.

I hereby certify that I or my authorized representative posted the "Notice of Pending Permit" form in a conspicuous place, easily seen by the public and as close as possible to the project site for:

\_\_\_\_\_  
(Describe location where notice is posted)

\_\_\_\_\_  
Property Owner/Authorized Agent

\_\_\_\_\_  
Date

*NOTE: If signed by agent, **owner** must sign "Authorization of Agent" below.*

## AUTHORIZATION OF AGENT

I hereby authorize \_\_\_\_\_ to act as my representative and to bind me in all matters concerning this application.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date



# NOTICE OF PENDING PERMIT

THE CITY OF FORT BRAGG IS PROCESSING AN APPLICATION  
FOR DEVELOPMENT ON THIS SITE

**PROPOSED DEVELOPMENT:**

**STREET ADDRESS:** \_\_\_\_\_

**ASSESSOR PARCEL NUMBER(S):** \_\_\_\_\_

**APPLICANT'S NAME:** \_\_\_\_\_

**DATE NOTICE POSTED:** \_\_\_\_\_

**For further information, please contact:**

City of Fort Bragg  
Community Development Department  
416 North Franklin Street  
Fort Bragg, CA 95437  
Tel: 707-961-2827

NOTE: At the time an application is submitted for filing, the applicant must complete and post this notice in a conspicuous place, easily read by the public and as close as possible to the project site. A notice of the public hearing will be mailed 10 days prior to the public hearing to property owners within 300 feet of the project site and all other parties requesting notification.

MELLISA HANNUM  
County Librarian



CONTACT INFORMATION  
225 Main Street  
Point Arena, CA 95468  
TELEPHONE: (707) 882-3114  
Web: [www.mendolibrary.org](http://www.mendolibrary.org)

**COUNTY OF MENDOCINO  
LIBRARY**

**Date: February 14, 2025**

Dear Friends of the Fort Bragg Library, Inc.,

As you may be aware, the concept of expanding the Fort Bragg Library has been in front of the Board of Supervisors on more than one occasion. On August 16, 2016, the Board approved a library expansion in concept, including the future acceptance of the parcel at 421 Whipple Street, provided a Memorandum of Understanding (MOU) is completed with the Friends and no County funds are obligated. On April 23, 2023, the Board again gave direction to staff regarding an MOU with the Friends, and the transfer and merging of property to prepare for the branch expansion project at no cost to the General Fund.

The Friends have now submitted building plans to the City of Fort Bragg for the "Ft. Bragg Library Addition." We understand the Friends would like to break ground on this project within the next few months. However, the Board of Supervisors' expectation that an MOU be developed between the Friends and the County has not yet been fulfilled. The MOU will ensure the library expansion project successfully benefits the community and the County Library for decades to come.

The MOU would ensure clarity as to how this new Fort Bragg Library Addition will be paid for, built, maintained, and operated. The MOU could reflect Mendocino County facility standards and coordinate review of plans and building materials with County staff. There is reference on the plans for a "Phase II" that would physically link the addition to the existing library; the MOU can address current expectations as to the conditions that would allow this to happen. Until the buildings are physically linked, the MOU should also provide clarity as to the way these buildings would independently function. From a review of the existing plans, it isn't clear where the primary public entrance would be to the addition before Phase II is completed. A final, significant issue the MOU would address is whether this project will trigger statutory prevailing wage requirements.

I'd like to schedule a meeting as soon as possible to begin discussions on the content of an MOU as an expectation of the Board. Thank you for your time and attention in this matter. I look forward to working together and the success of this project.

Sincerely,

Mellisa Hannum  
County Librarian/Director

March 26, 2025

Dear Supervisors, CEO, Darcie Antle, Library Advisory Board and County Librarian, Mellisa Hannum,

We are writing to update you on the Friends of the Fort Bragg Library Annex Project.

In 2022, we finalized our plans and submitted a grant application to the State for a library expansion building project with our planning consultant, Marie Jones. We held a public meeting in May 2023 during which we presented building plans to the library community and the plans were received with support and enthusiasm. However, in the fall of 2023 our grant application was not funded as funding awards were prioritized by each library district's median income. In 2024, we were informed that Round Two Awards were cancelled and there would be no further library funding from the State.

However, we have proceeded with the project in spite of this setback. We decided to start the building process on the Friends property as we have secured sufficient funding through private fundraising and bequests to build the new Library Annex.

The Library Annex will be built entirely by the Friends on our property at 421 North Whipple with private donations.

In December 2024, the Application for Development deposit and plans were filed with the City of Fort Bragg. The assessor's parcel number is 008-096-11.

Marie Jones consulting has guided us through the permitting phase. Her experience as City Planner helps us with permitting questions and financial plans for funding this project. She has confirmed that the Library Annex does not fall under a "public works" project requiring prevailing wage. (CA Labor Code 1720.2) For this reason, we will be able to independently complete the Library Annex with our current "expansion funds." It is premature for the Friends to enter into any lease or operating agreement with the County for the Library Annex. We plan on operating and managing the facility ourselves in the short term. All activities in the library annex will be covered by the Friends' insurance policy.

There is precedent in our own branch history for the Friends' plans for development of the Library Annex. In the 1980s, the Friends bought the current library property and converted the building to meet the library's needs. The Friends completed the building renovations and then donated the property to the County.

Eventually, we may be able to do the same with the Library Annex building. But we still need to negotiate a number of items with the County and the County will need to obtain funding and complete a parcel merger and rezone the County parcel to make a connection between the two buildings. In the meantime, the Friends will continue with the permitting and construction of the Library Annex. We will operate the Library Annex for the library's youth programs, community meetings, Friends' storage and office space needs until it is feasible to make a different arrangement.

We appreciate your consideration and support.

Janice Marcell, President, Friends of the Fort Bragg Library  
Carole Poma, Library Advisory Board District 4 Representative,  
Linda Thornquist-Stumpf, Library Advisory Board City of Fort Bragg Representative  
Nancy Barbosa, Secretary, Friends of the Fort Bragg Library





# 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:** April 8, 2025

**Department Contact:** Steve Dunncliff

**Phone:** 707-463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 1 Hour

**Agenda Title:**

Discussion and Possible Action Regarding Cannabis Cultivation Limits  
(Sponsor: Executive Office)

**Recommended Action/Motion:**

Two separate options for the recommended action have been prepared for the Board's consideration:

**Motion 1:** Direct staff to return with an Ordinance Amendment to limit the maximum amount of mature cannabis canopy to 10,000 square feet in appropriately zoned areas and provide direction to staff regarding applications for second Cannabis Cultivation Business Licenses (CCBL) allowing additional mature canopy that have already been submitted; or.

**Motion 2:** Affirm the Board's support for existing cannabis cultivation limits within County Code, which allows for two different types of CCBL on eligible parcels and up to 20,000 square feet of mature cannabis canopy in appropriately zoned areas.

**Previous Board/Board Committee Actions:**

On April 23, 2024, the General Government Committee received notification that a plain reading of Mendocino County Code, as had been adopted by the Board, did not limit second Commercial Cannabis Cultivation License (CCBL) types on a single eligible parcel to only that of a nursery.

On September 10, 2024, the Board directed staff to prepare an ordinance amendment so that the plain reading of MCC §10A.17.070(D) would limit all non-nursery CCBL cannabis canopy to 10,000 square feet per parcel. Additionally, the Board directed MCD to pause its review of all CCBL applications that were submitted after April 24, 2024, and which sought to obtain two (2) separate non-nursery CCBLs on a parcel with a total cannabis canopy over 10,000 square feet (the "Applications"). The Board also provided staff with direction to present options on how MCD should handle those Applications given that the ordinance amendment would prohibit the issuance of the CCBLs sought by the Applications.

On October 22, 2024, in response to Board direction, an Ordinance Amendment was brought forward which would have expressly prohibited parcels from exceeding 10,000 square feet of mature canopy and provided information for the Board to direct staff regarding the handling of the Applications. The Board declined to take action, meaning the Mendocino County Code regarding cannabis density limits was unchanged and the County continued to apply its plain reading.

On February 11, 2025, the matter of cannabis cultivation limits was referred to the General Government

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**Item #: 4f)**

Committee (GGC). GGC received public comment on March 26, 2025, and referred the matter back to the Board.

**Summary of Request:**

There has been recent confusion about allowable cannabis cultivation limits within Mendocino County Code Section 10A.17.070(D). The County's cannabis cultivation ordinance has been consistently understood to allow up to two separate CCBLs to be issued on a parcel. In most zoning districts, CCBLs have historically been issued allowing up to 22,000 square feet of cultivation area on a parcel, with one CCBL allowing up to 10,000 square foot limit of mature canopy, and a second nursery CCBL allowing up to 12,000 square feet of immature canopy.

On April 24, 2024, the General Government Committee learned that a plain reading of the County's Code did not limit the second license type to that of a nursery. The practical implication is that additional mature canopy may be permissible in areas not zoned Rural Residential:5 or "Resource Lands" (rangeland, timber production, and forestland). This is consistent with the County's existing CEQA review, and the Mitigated Negative Declaration which took into account parcels having up to 22,000 sq. ft of cultivation when evaluating the potential impacts of the program.

The General Government Committee heard community comment on this matter, and has brought the issue back to the Board for action regarding cannabis cultivation limits. It is requested that the Board take action today. That action can either be to affirm support for the existing County Code, with its plain reading allowance for two different types of CCBLs on eligible parcels and up to 20,000 square feet of mature cannabis canopy in appropriately zoned areas, or to provide direction to staff to return with an Ordinance Amendment.

**Alternative Action/Motion:**

Provide direction to staff.

**Strategic Plan Priority Designation:** N/A

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:**

<https://www.mendocinocounty.gov/departments/cannabis-department/cannabis-cultivation-faq>

**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:** No

**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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**Item #: 4f)**

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Executed By: Atlas Pearson, Senior Deputy Clerk  
Date: April 9, 2025

Final Status: **Approved (Motion 2)**





## COUNTY OF MENDOCINO CANNABIS DEPARTMENT

860 NORTH BUSH STREET  
UKIAH, CALIFORNIA 95482

CONTACT INFORMATION

PHONE: 707-234-6680

[mcdpod@mendocinocounty.gov](mailto:mcdpod@mendocinocounty.gov)

<https://www.mendocinocounty.org/departments/cannabis-department>

### Information on Cannabis Density Limits

On April 25, 2024, the Mendocino Cannabis Department ("MCD") implemented Internal Procedure # 09 – CCBL Density. This Procedure is a result of a plain reading of the already existing Mendocino County Code ("MCC") Section 10A.17.070(D), which addresses Cannabis Cultivation Business License ("CCBL") density.

10,000 square feet is the maximum amount of cannabis cultivation that can be grown to maturity per CCBL. However, per MCC Section 10A.17.070(D)(1), a person may obtain two separate CCBL types on a single legal parcel if the total square footage of the two CCBLs does not exceed the largest maximum square footage authorized on a parcel for qualified zoning districts. Internal Procedure # 09 was written to ensure clear and consistent implementation of MCC as adopted by the Board of Supervisors.

Applicants who currently own a single cannabis cultivation site on parcels zoned for Agriculture ("AG"), Upland Residential ("UR"), or Industrial ("I") may submit a new Phase III application, for a second CCBL license type that must be different from their current CCBL. Together, these two cultivation sites cannot total more than 20,000 square feet of mature canopy. If an applicant currently has one cultivation site and one nursery site, they may choose to modify their nursery site into a non-nursery cultivation site. Applicants may not have more than a total of two CCBLs on one parcel.

The Rural Residential-5 ("RR:5") zoning district must have a minimum parcel size of five acres and cannot exceed 5,000 square feet of total cultivation area.

Parcels zoned in resource land (Rangeland ("RL"), Forest Land ("FL"), or Timber Production Zone ("TPZ")) are ineligible for a new Phase III application. New cannabis cultivation sites located in resource land are strictly prohibited. If an applicant has an already existing nursery site, and would like to modify their site to a cultivation site, they may do so, but must remain within the already existing footprint.

### Technical Breakdown by Zoning District

**RR:5** - The largest maximum square footage authorized on an RR:5 zoned parcel is 5,000 sq. ft. and nurseries are not allowed in this zoning district. As such, all RR:5 zoned parcels are limited to 5,000 square feet of total cultivation area.

**RR:10 / AG / UR / I1 / I2 / PI** - May obtain two separate CCBLs of **different** cultivation types on a single parcel. For example, a single parcel may have one 10,000 square foot outdoor cultivation CCBL and one 10,000 square foot mixed light cultivation CCBL, as long as the parcel meets the requirements as noted in MCC 20.242.040 – Existing Cannabis Cultivation Sites.

If an applicant or CCBL holder currently has one cultivation site on RR:10 / AG / UR / I1 / I2 / PI, they may apply for an additional Phase III application for one additional cultivation license so long as it is a **different** cultivation type than the existing CCBL type. New cultivation applications must meet the cultivation type as defined in MCC 10A.17 in order to be issued by MCD.





**COUNTY OF MENDOCINO  
CANNABIS DEPARTMENT**  
860 NORTH BUSH STREET  
UKIAH, CALIFORNIA 95482

CONTACT INFORMATION  
PHONE: 707-234-6680

[mcdpod@mendocinocounty.gov](mailto:mcdpod@mendocinocounty.gov)  
<https://www.mendocinocounty.org/departments/cannabis-department>

For applicants in RR:10 / AG / UR / I1 / I2 / PI with an existing cultivation application/CCBL and one Nursery application/CCBL who would like to change their license type from a Nursery to a Cultivation license type, please contact the Department with a modification request at [MCDPOD@mendocinocounty.gov](mailto:MCDPOD@mendocinocounty.gov).

**RL / FL / TPZ** – These zoning districts are commonly referred to as “Resource Lands”. New CCBL applications are not allowed in Resource Lands. However, if a cultivator in these zoning districts has an active Nursery application or CCBL, the Nursery application/license may be modified into an additional cultivation license as long as it is a different license type than the existing CCBL. Modifications in these zoning districts may not expand more than 200 feet from the existing footprint. Applicants or CCBL holders must submit the Contiguous Expansion of Pre-Existing Cultivation Site Affidavit along with their modification request to the Department.

### **Phase III Applications and Cannabis Cultivation**

Please note that the Department would like to remind applicants and CCBL holders that the submission of a Phase III application does not allow you to cultivate commercial cannabis until all County and State licenses have been acquired. Furthermore, MCD requires cultivation license types to align with the State application.

### **FAQs:**

Q: Why is MCD allowing expansion?

A: MCD is not allowing expansion. This procedure is based on a plain reading of the existing MCC 10.A.17 and 20.242.040 and is consistent with the County Code.

Q: Has the County properly considered CEQA?

A: Yes. When the Board of Supervisors adopted the Mendocino Cannabis Cultivation Ordinance, they also adopted a Mitigated Negative Declaration (“MND”) for CEQA compliance. In considering the potential environmental impacts of cannabis cultivation, the MND contemplated that all parcels where commercial cannabis cultivation is allowed would have up to 22,000 square feet total of cultivation canopy. The cannabis density rules allowing for up to two separate CCBLs are within this limit and the potential environmental impacts of such cultivation sites were considered in the MND.

Q: Can I submit for two (2) large outdoor license types on one legal parcel?

A: No. Cultivation CCBL applications must be different license types as defined by MCC 10.A.17.

Q: Where do I find out more information about zoning, including identifying what zoning my parcel is?

A: Please visit MCD’s website here: [New Application - Phase 3 Information | Mendocino County, CA](#) to find out more information regarding zoning.

Q: How does this impact my Department of Cannabis Control (“DCC”) license?

A: Please contact the DCC directly at [licensing@cannabis.ca.gov](mailto:licensing@cannabis.ca.gov) for more information.

Q: How long will it take to get my DCC license?

A: Please contact the DCC directly at [licensing@cannabis.ca.gov](mailto:licensing@cannabis.ca.gov) for more information.



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4g)**

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**To: BOARD OF SUPERVISORS**

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 15 Minutes

**Agenda Title:**

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

**Recommended Action/Motion:**

Accept the Chief Executive Officer's report.

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Withdrawn**

Date: April 9, 2025





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4h)**

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**To: BOARD OF SUPERVISORS**

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 15 Minutes

**Agenda Title:**

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

**Recommended Action/Motion:**

Provide direction to staff on matters of legislation.

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Withdrawn**

Date: April 9, 2025





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 4i)**

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**To: BOARD OF SUPERVISORS**

**From:** Board of Supervisors

**Meeting Date:** April 8, 2025

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Regular Agenda

**Time Allocated for Item:** 15 Minutes

**Agenda Title:**

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

**Recommended Action/Motion:**

Provide direction to staff on matters of legislation.

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Action Taken**

Date: April 9, 2025







# 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:** April 8, 2025

**Item Type:** Closed Session

**Time Allocated for Item:** 30 Minutes

**Agenda Title:**

Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation:  
One Case - *Cubbison v. County of Mendocino, et al.*, Mendocino County Superior Court, Case No. 23CV01231

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Reportable Action Taken**

Date: April 9, 2025





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 6b)**

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**To: BOARD OF SUPERVISORS**

**From:** County Counsel

**Meeting Date:** April 8, 2025

**Item Type:** Closed Session

**Time Allocated for Item:** 15 Minutes

**Agenda Title:**

Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation:  
One Case - *Service Employees International Union, Local 1021 v. County of Mendocino*, PERB Case Number  
SF-CE-2137-M

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Reportable Action Taken**

Date: April 9, 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:** April 8, 2025

**Item Type:** Closed Session

**Time Allocated for Item:** 15 Minutes

**Agenda Title:**

Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Johnson, Kelli v. County of Mendocino, et al., Case No. 24-cv-07250-RMI (US District Court, N.D. Cal.)

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Reportable Action Taken**

Date: April 9, 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:** April 8, 2025

**Department Contact:** Atlas Pearson

**Phone:** 707-463-4441

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Minutes of March 25, 2025, Regular Meeting

**Recommended Action/Motion:**

Approve minutes of March 25, 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: April 9, 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 – March 25, 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:** Helen Simms.

**AGENDA ITEM NO. 2 – PUBLIC EXPRESSION**

**Presenter/s:** Dee Pallesen; Theresa McKellen; Rose Skayol; Lori Leaf; Ellen Drell; Dana Fronberger; Mark Donegan; Karen Bowers; and Paul Garza.

**AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR**

**Presenter/s:** Chair Haschak.

**Public Comment:** None.

**Board Action:** Upon motion by Supervisor Mulheren, seconded by Supervisor Cline, IT IS ORDERED that Consent Calendar items 3a) – 3o) 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 MARCH 11, 2025, REGULAR MEETING – SPONSOR: EXECUTIVE OFFICE**

Approved and Chair is authorized to sign same;

**3B) APPROVAL OF MINUTES OF MARCH 12, 2025, CLOSED SESSION MEETING – SPONSOR: EXECUTIVE OFFICE**

Approved and Chair is authorized to sign same;

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

Approved;

1. Jesse VanVoorhis, Mendocino County Supervisor or Designee, Area Agency on Aging Governing Board;
- and
2. Tim Bosma, General Member, Behavioral Health Advisory Board

**3D) ADOPTION OF PROCLAMATION RECOGNIZING APRIL 2025 AS CHILD ABUSE PREVENTION MONTH IN MENDOCINO COUNTY AND FLYING THE CHILDREN’S MEMORIAL DAY FLAG AT FAMILY AND CHILDREN’S SERVICES THE FOURTH FRIDAY IN APRIL (APRIL 25, 2025) – SPONSORS: SUPERVISOR MULHEREN AND SOCIAL SERVICES**

Approved and Chair is authorized to sign same;

**3E) ADOPTION OF RESOLUTION RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY - SPONSORS: EXECUTIVE OFFICE**

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-049

**3F) ADOPTION OF RESOLUTION RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO CLIMATE CHANGE - SPONSOR: EXECUTIVE OFFICE**

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-050

**3G) ADOPTION OF PROCLAMATION RECOGNIZING MARCH 2025 AS CIVIL GRAND JURY AWARENESS MONTH IN MENDOCINO COUNTY – SPONSOR: EXECUTIVE OFFICE**

Adopted and Chair is authorized to sign same;

**3H) APPROVAL OF AGREEMENT WITH ENVIRONMENTAL RESOURCE SOLUTIONS, INC. (ERS), IN THE AMOUNT OF \$67,260, FOR CONSULTING SERVICES FOR PHASE 1 OF THE ORR SPRINGS FUELS REDUCTION PROJECT, EFFECTIVE UPON CONTRACT EXECUTION, THROUGH OCTOBER 4, 2025 - SPONSOR: EXECUTIVE OFFICE**

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-022

**3I) APPROVAL OF AGREEMENT (FIRST AMENDMENT TO AGREEMENT NO. 23-30112) WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) IN THE AMOUNT OF \$84,441,000 FOR A NEW TOTAL OF \$115,833,000, TO ALLOW MENDOCINO COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES (BHRS) TO CONTRACT WITH PARTNERSHIP HEALTH PLAN OF CALIFORNIA (PHC) TO ADMINISTER DRUG MEDI-CAL (DMC) ORGANIZED DELIVERY SYSTEM (ODS) SERVICES ON BEHALF OF MENDOCINO COUNTY TO MEDI-CAL BENEFICIARIES THROUGH THE UTILIZATION OF FEDERAL AND STATE FUNDS AVAILABLE FOR REIMBURSABLE COVERED SERVICES RENDERED BY CERTIFIED DMC PROVIDERS, EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2027 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES**

Approved and Chair is authorized to sign same;

Enactment No: Interim Agreement \*25-023

**3J) INTRODUCTION AND WAIVE FIRST READING OF AN ORDINANCE REPEALING CHAPTERS 5.12 AND 5.14 OF TITLE 5 OF THE MENDOCINO COUNTY CODE PERTAINING TO DAMAGE AND CALAMITY REASSESSMENT AND REPLACING WITH CHAPTER 5.12 PERTAINING TO DAMAGE OR CALAMITY REASSESSMENT – SPONSOR: COUNTY COUNSEL**

Approved;

**3K) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 0327 (AIR QUALITY), ADD 1.0 FTE, DEPUTY AIR POLLUTION CONTROL OFFICER, \$93,641.60 - \$113,817.60/ANNUALLY – SPONSOR: HUMAN RESOURCES**

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-051

**3L) APPROVAL OF AGREEMENT WITH COUNTY OF LAKE PROBATION DEPARTMENT TO PROVIDE DETENTION SERVICES FOR YOUTH PLACED IN THE MENDOCINO COUNTY JUVENILE HALL (“FACILITY”) EFFECTIVE APRIL 1, 2025, WITH A MAXIMUM OF \$250,000 PER FISCAL YEAR – SPONSOR: PROBATION**

Approved and Chair is authorized to sign same;

Enactment No: Interim Agreement \*25-024

**3M) ADOPTION OF RESOLUTION AUTHORIZING THE COUNTY OF MENDOCINO’S DIRECTOR OF HEALTH SERVICES TO SIGN FIFTH AMENDMENT NO. 22-10260 A05 TO REVENUE AGREEMENT NO. 22-10260 WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM DIVISION, IN THE AMOUNT OF \$59,788.00 FOR A TOTAL OF \$3,518,452.00, TO PROVIDE NUTRITION EDUCATION FOR WIC FOR FEDERAL FISCAL YEARS 2022-25 – SPONSOR: PUBLIC HEALTH**

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-052; Interim Agreement \*22-236-A4

**3N) ADOPTION OF RESOLUTION TO CREATE AND ESTABLISH THE MENDOCINO COUNTY PUBLIC HEALTH ADVISORY BOARD; AND APPROVAL OF THE PUBLIC HEALTH ADVISORY BOARD’S BYLAWS – SPONSOR: PUBLIC HEALTH**

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-053

**30) APPROVAL OF REQUEST FOR APPROPRIATION FORM APPROPRIATING \$469,179 FROM ASSET FORFEITURE FUNDS TO THE SHERIFF'S OFFICE BUDGET FOR THE PURCHASE OF A BEARCAT VEHICLE, WHICH IS CLASSIFIED AS MILITARY EQUIPMENT; AND THE ADDITION OF THE VEHICLE TO THE COUNTY'S LIST OF FIXED ASSETS – SPONSOR: SHERIFF-CORONER**

Approved.

**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; and Chamise Cubbison, Auditor-Controller/Treasurer-Tax Collector.

**Public Comment:** Gizmo.

**Board Action:** No Action Taken.

**4B) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF PRESENTATION OF THE 2024 SUPERVISOR/MANAGEMENT & EMERGING LEADERS ACADEMY GRADUATES - SPONSOR: HUMAN RESOURCES**

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

**Public Comment:** None.

**Board Action:** No Action Taken.

**4C) DISCUSSION AND POSSIBLE ACTION INCLUDING APPROVAL OF TRANSMISSION OF A LETTER OF SUPPORT FOR ASSEMBLY BILL 263 (ROGERS) - SPONSOR: SUPERVISOR WILLIAMS**

**Presenter/s:** Supervisor Williams; Kelly Hansen, Administrative Analyst, Executive Office; and Scott Alonzo, Representative, Assemblymember Rogers Office.

**Public Comment:** Adam Gaska; Frost Pauly; Matthew Gumbar; Larry Guara; Alex Laumer; and Elizabeth Salomone.

**Board Action:** No Action Taken.

*BOARD RECESS 10:24 A.M. – 10:40 A.M.*

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

**Presenter/s:** Darcie Antle, Chief Executive Officer.

**Public Comment:** None.

**Board Action:** No Action Taken

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

Withdrawn.



**4F) 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.

**AGENDA ITEM NO. 6 – CLOSED SESSION**

**Presenter:** Chair Haschak.

**Public Comment:** None.

*ADJOURNED TO CLOSED SESSION: 11:28 A.M.*

**6A) PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATOR - AGENCY NEGOTIATORS: DARCIE ANTLE AND CHERIE JOHNSON; EMPLOYEE ORGANIZATION(S): MENDOCINO COUNTY ASSOCIATION OF CONFIDENTIAL EMPLOYEES (MCACE)**

**6B) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - LETTIERI, JENNIFER V. COUNTY OF MENDOCINO, ET AL., MENDOCINO COUNTY SUPERIOR COURT CASE No. 23CV00475**

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

*RECONVINE TO OPEN SESSION: 12:45 P.M.*

**AGENDA ITEM NO. 6 – REPORT OUT OF CLOSED SESSION**

**Presenter:** Chair Haschak.

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

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 12:45 P.M.

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

  
JOHN HASCHAK, Chair

  
\_\_\_\_\_

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

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

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



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3b)**

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**To: BOARD OF SUPERVISORS**

**From:** Behavioral Health and Recovery Services

**Meeting Date:** April 8, 2025

**Department Contact:** Jenine Miller

**Phone:** 707-472-2341

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Proclamation Recognizing April 2025 as National Alcohol Awareness Month in Mendocino County (Sponsors: Supervisor Mulheren, Supervisor Norvell, and Behavioral Health and Recovery Services)

**Recommended Action/Motion:**

Adopt Proclamation recognizing April 2025 as National Alcohol Awareness Month in Mendocino County; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

This is an annually recognized Proclamation, with the most recent having been adopted on April 23, 2024.

**Summary of Request:**

The National Council on Alcoholism and Drug Dependence began Alcohol Awareness Month in April 1987, to increase outreach and education regarding the dangers of alcoholism and issues related to alcohol. Although Alcohol Awareness Month originally focused on college-aged students, it has since become a national movement to increase awareness and understanding of the efforts of alcoholism in general.

Mendocino County Behavioral Health and Recovery Services recognizes April 2025 as National Alcohol Awareness Month.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** N/A

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**Item #: 3b)**

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

**budget clarification:** N/A

**annual recurring cost:** N/A

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

**revenue agreement:** N/A

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

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

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Atlas Pearson, Senior Deputy Clerk

**Final Status:** **Adopted**

**Date:** April 9, 2025





# PROCLAMATION

## OF THE

### MENDOCINO COUNTY BOARD OF SUPERVISORS

#### RECOGNIZING APRIL 2025 AS NATIONAL ALCOHOL AWARENESS MONTH IN MENDOCINO COUNTY

**WHEREAS**, the National Council on Alcoholism and Drug Dependency established Alcohol Awareness Month in 1987 to increase awareness by spreading information locally, statewide, nationwide; and

**WHEREAS**, an estimated 178,000 people (approximately 120,000 men and 59,000 women) die from alcohol-related causes annually, making excessive drinking the leading preventable cause of death in the United States ([Alcohol-Related Emergencies and Deaths in the United States | National Institute on Alcohol Abuse and Alcoholism \(NIAAA\) \(nih.gov\)](#)); and

**WHEREAS**, young people who begin drinking before 15 are 40% more likely to develop alcohol dependence than those who begin drinking after age 18 (Dawson, D.A. et al.; [Age at first drink and the first incidence of adult-onset DSM-IV alcohol use disorders - PubMed \(nih.gov\)](#)); and

**WHEREAS**, between 2019 and 2020 the deaths involving alcohol increased 25.5% (<https://www.niaaa.nih.gov/alcohols-effects-health/alcohol-topics/alcohol-facts-and-statistics/alcohol-related-emergencies-and-deaths-united-states>); and

**WHEREAS**, 4,300 youth under age 21 die annually from alcohol related vehicle crashes ([Under 21 Archives - MADD](#)); and

**WHEREAS**, 14.8% of Mendocino County adults report binge drinking at least once per year ([Healthy Mendocino::Indicators::Adults who Binge Drink::County : Mendocino](#)); and

**WHEREAS**, Behavioral Health and Recovery Services, provides substance misuse treatment, raising awareness of statistics, and educating the community about the causes and effects of alcoholism.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Mendocino, hereby proclaims April, 2025, as:

“National Alcohol Awareness Month in Mendocino County”

Dated:

\_\_\_\_\_  
John Haschak, Chair



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3c)**

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**To: BOARD OF SUPERVISORS**

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

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

**Recommended Action/Motion:**

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

**Previous Board/Board Committee Actions:**

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

**Summary of Request:**

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

**Alternative Action/Motion:**

Take no action at this time.

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** All

**vote requirement:** Majority

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

**Fiscal Details:**

**source of funding:** N/A

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

**annual recurring cost:** N/A

**budgeted in current f/y:** N/A

**if no, please describe:**

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**Item #: 3c)**

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**revenue agreement:** N/A

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

**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

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**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-054



## **RESOLUTION NO. 25-054**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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


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

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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. 25-054**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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 #: 3d)**

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**To: BOARD OF SUPERVISORS**

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

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

**Recommended Action/Motion:**

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

**Previous Board/Board Committee Actions:**

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

**Summary of Request:**

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

**Alternative Action/Motion:**

Take no action at this time.

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** All

**Vote Requirement:** Majority

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

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**Item #: 3d)**

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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:** April 9, 2025

**Final Status:** **Adopted**

**Executed Item Type:** Resolution

**Number:** 25-055





## **RESOLUTION NO. 25-055**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

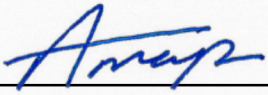
BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County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

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

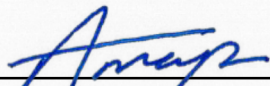
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
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. 25-055

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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 #:** 3e)

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**To:** BOARD OF SUPERVISORS

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Department Contact:** Kelly Hansen

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Ratification of Letter of Support for Senate Bill 239 (Arreguín) - Open Meetings: Teleconferencing: Subsidiary Body

**Recommended Action/Motion:**

Ratify letter of support for Senate Bill 239 (Arreguín) - open meetings: teleconferencing: subsidiary body.

**Previous Board/Board Committee Actions:**

The Board of Supervisors regularly issues support letters that align with the 2025 Legislative Platform. These letters advocate for adequate and ongoing federal and state funding, timely distribution of resources, increased local authority, and flexibility in administering and providing services.

**Summary of Request:**

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified.

Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified.

This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at the primary physical meeting location. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified.

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**Item #: 3e)**

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**Alternative Action/Motion:**

Provide alternative direction.

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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** [Bill Text - SB-239 Open meetings: teleconferencing: subsidiary body. <https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=202520260SB239>](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260SB239)

**Fiscal Details:**

**source of funding:** N/A

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

**budget clarification:** N/A

**annual recurring cost:** N/A

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

**revenue agreement:** N/A

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

**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 9, 2025





# COUNTY OF MENDOCINO

## Board of Supervisors

**DARCIE ANTLE**  
**CLERK OF THE BOARD**

501 Low Gap Rd. Room 1010  
Ukiah, CA 95482

Email: [bos@mendocinocounty.gov](mailto:bos@mendocinocounty.gov)  
Website: [www.mendocinocounty.gov](http://www.mendocinocounty.gov)

Office: (707) 463-4221  
Fax: (707) 463-5649

March 10, 2025

The Honorable Jesse Arreguín  
California State Senate, District 07  
1021 O Street, Suite 6710  
Sacramento, CA 95814

**RE: SB 239 (Arreguín) Open meetings: teleconferencing: subsidiary body.**  
**SUPPORT - As Introduced January 30, 2025**

Dear Senator Arreguín,

The Mendocino County Board of Supervisors is writing to express strong support of your bill, Senate Bill 239, which would remove barriers to entry for appointed and elected office by allowing members of non-decision-making legislative bodies to participate in two-way virtual teleconferencing without posting their remote meeting location.

Local governments statewide are struggling to recruit and retain members for advisory bodies governed by the Brown Act. Challenges such as time commitments, meeting schedules and locations, and issues like physical limitations, childcare conflicts, and work obligations contribute to these difficulties.

In Mendocino County, our advisory boards and commissions are essential for shaping local policies. As California's 15th largest county, covering 3,878 square miles, our rural geography creates significant accessibility issues. Many residents must travel long distances to attend meetings, which discourages participation and limits community representation. Weather conditions and unreliable transportation further exacerbate these challenges.

Senate Bill 239 (SB 239) addresses these barriers by allowing non-decision-making legislative bodies to engage in two-way virtual teleconferencing without the need to publicly post their remote locations. This change promotes greater civic engagement, enabling those who cannot attend in person to contribute their perspectives.

Participation in local advisory bodies often leads to opportunities in elected offices and leadership positions. However, the in-person attendance requirement disproportionately affects individuals with physical or economic limitations, including seniors, individuals with disabilities, single parents, and residents of rural areas.

### THE BOARD OF SUPERVISORS

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First District

MAUREEN MULHEREN  
Second District

JOHN HASCHAK  
Third District

BERNIE NORVELL  
Fourth District

TED WILLIAMS  
Fifth District

SB 239 would provide an exemption under the Ralph M. Brown Act for non-decision-making advisory bodies, enhancing community engagement and modernizing open meeting practices. Ultimately, SB 239 aims to ensure that advisory bodies represent the diverse voices within our communities.

Sincerely,



John Haschak, Chair  
Mendocino County Board of Supervisors

cc: The Honorable Mike McGuire, Member of the California State Senate  
The Honorable Chris Rogers, Member of the California State Assembly





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3f)**

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**To: BOARD OF SUPERVISORS**

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Department Contact:** Kelly Hansen

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Ratification of Letter of Support for Assembly Bill 993: Rural Certified Unified Program Agency (CUPA) Reimbursement Program

**Recommended Action/Motion:**

Ratify letter of support for Assembly Bill 993: Rural Certified Unified Program Agency (CUPA) reimbursement program.

**Previous Board/Board Committee Actions:**

The Board of Supervisors regularly issues support letters that align with the 2025 Legislative Platform. These letters advocate for adequate and ongoing federal and state funding, timely distribution of resources, increased local authority, and flexibility in administering and providing services.

**Summary of Request:**

Existing law requires the Secretary for Environmental Protection to adopt regulations and implement a unified hazardous waste and hazardous materials management regulatory program. A city or local agency that meets specified requirements is authorized to apply to the secretary to implement the unified program, and every county is required to apply to the secretary to be certified to implement the unified program as a Certified Unified Program Agency (CUPA). Existing law establishes the Rural CUPA Reimbursement Account in the General Fund, and requires the Secretary for Environmental Protection to allocate funds to counties with populations of less than 150,000 persons for which a CUPA has not been certified on or before January 1, 2000, in amounts not to exceed designated percentages of budgeted costs, and not more than \$60,000 in total for all CUPAs in an eligible county. This bill would make every county with a population of less than 150,000 persons eligible for these funds without regard to the date of certification. The bill would increase the maximum total amount that may be allocated for all CUPAs in a single county from \$60,000 to \$100,000.

**Alternative Action/Motion:**

Provide alternative direction.

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** All

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**Item #: 3f)**

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**Vote Requirement:** Majority

**Supplemental Information Available Online At:** [bill text - ab-993 hazardous materials management: rural cupa reimbursement account. <https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202520260AB993>](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB993)

**Fiscal Details:**

**source of funding:** N/A

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

**budget clarification:** N/A

**annual recurring cost:** N/A

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

**revenue agreement:** N/A

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

**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **Approved**

Date: April 9, 2025





# COUNTY OF MENDOCINO

## Board of Supervisors

**DARCIE ANTLE**  
**CLERK OF THE BOARD**

501 Low Gap Rd. Room 1010  
Ukiah, CA 95482

Email: [bos@mendocinocounty.gov](mailto:bos@mendocinocounty.gov)  
Website: [www.mendocinocounty.gov](http://www.mendocinocounty.gov)

Office: (707) 463-4221  
Fax: (707) 463-5649

March 10, 2025

The Honorable Heather Hadwick  
Member, California State Assembly  
1021 O Street, Suite 5710  
Sacramento, CA 95814

**RE: Assembly Bill 993: Rural Certified Unified Program Agency (CUPA) Reimbursement Program - SUPPORT**

Dear Assembly Member Hadwick,

The Mendocino County Board of Supervisors is writing to express strong support of your bill, AB 993. This bill, if enacted into law, would expand eligibility for CalEPA's Rural CUPA reimbursement program and increases the maximum annual award to account for inflation.

CUPAs are local agencies that oversee consolidated permitting, inspection, and enforcement programs that protect the public and first responders from accidental releases or spills of hazardous materials and wastes. CUPAs oversee hazardous materials business plans, underground storage tanks, aboveground storage tanks, accidental release prevention programs, hazardous waste management, and hazardous waste tiered permitting programs. CUPAs are often the first to assess wildfire debris for the presence of hazardous materials.

The Rural CUPA Reimbursement Program provides small counties with a population under 150,000 residents and whose CUPAs were certified after January 1, 2000, with up to \$60,000 annually to reimburse counties for program implementation costs. Thirteen counties<sup>1</sup> are currently eligible for the Rural CUPA Reimbursement program. Twelve additional counties<sup>2</sup> meet the population threshold, but had CUPAs certified before January 1, 2000, and so are ineligible for reimbursement.

AB 993 increases the Rural CUPA Reimbursement cap from \$60,000 to \$100,000, which nearly makes up for lost purchasing power due to inflation since the cap was established in 2001. AB 993 also expands program eligibility to those twelve remaining small counties, including Mendocino County. These changes strengthen the ability of rural counties to prevent and respond to local hazardous waste and hazardous materials emergencies, ensure first responders are aware of the dangerous chemicals and substances stored in the buildings throughout the communities they protect, and help prevent

<sup>1</sup> Calaveras, Colusa, Glenn, Inyo, Lassen, Mariposa, Modoc, Plumas, Sierra, Sutter, Tehama, Trinity, and Yuba Counties.

<sup>2</sup> Alpine, Amador, Del Norte, Humboldt, Lake, Mendocino, Mono, Napa, Nevada, San Benito, Siskiyou, and Tuolumne Counties.

### THE BOARD OF SUPERVISORS

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First District

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Second District

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Third District

BERNIE NORVELL  
Fourth District

TED WILLIAMS  
Fifth District

underground and aboveground storage tank leaks that may contaminate land and drinking water supplies.

For these reasons, the County of Mendocino supports AB 993, thanks you for authoring this important measure and looks forward to seeing the bill progress into law.

Sincerely,



John Haschak, Chair  
Mendocino County Board of Supervisors

cc: The Honorable Damon Connolly, Chair, Assembly Committee on Environmental Safety and Toxic Materials  
The Honorable Mike McGuire, Member of the California State Senate  
The Honorable Chris Rogers, Member of the California State Assembly  
Josh Tooker, Chief Consultant, Assembly Committee on Environmental Safety and Toxic Materials  
Gino Folchi, Consultant, Assembly Republican Caucus Office of Policy and Budget



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3g)**

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**To: BOARD OF SUPERVISORS**

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Department Contact:** Kelly Hansen

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Ratification of a Letter of Support for Assembly Bill 830 - State Highways: Encroachment Permits: Relocating or Removing Encroachments: Public Utility Districts

**Recommended Action/Motion:**

Ratify letter of support for Assembly Bill 830 - state highways: encroachment permits: relocating or removing encroachments: public utility districts.

**Previous Board/Board Committee Actions:**

The Board of Supervisors regularly issues support letters that align with the 2025 Legislative Platform. These letters advocate for adequate and ongoing federal and state funding, timely distribution of resources, increased local authority, and flexibility in administering and providing services.

**Summary of Request:**

Existing law establishes the Department of Transportation and vests it with full possession and control of all state highways and all property and rights in property acquired for state highway purposes. Existing law authorizes the department to issue written permits to, among other things, place, change, or renew an encroachment. Existing law requires a permit issued to a county, city, public corporation, or political subdivision that is authorized by law to establish or maintain any works or facilities in, under, or over any public highway, to contain a provision that, in the event the future improvement of the highway necessitates the relocation or removal of the encroachment, the permittee will relocate or remove the encroachment at the permittee's sole expense, as provided.

This bill would exempt a public utility district from the above-described provision and instead would require the department to bear the sole expense of relocating or removing the public utility district's encroachment in the event a future improvement of the highway necessitates the relocation or removal of the encroachment.

**Alternative Action/Motion:**

Provide alternative direction.

**Strategic Plan Priority Designation:** A Prepared and Resilient County

**Supervisory District:** All



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**Item #: 3g)**

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**Vote Requirement:** Majority

**Supplemental Information Available Online At:** [bill text - ab-830 state highways: encroachment permits: relocating or removing encroachments: public utility districts.](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB830)  
<[https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=202520260AB830](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB830)>

**Fiscal Details:**

**source of funding:** N/A

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

**budget clarification:** N/A

**annual recurring cost:** N/A

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

**revenue agreement:** N/A

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

**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Atlas Pearson, Senior Deputy Clerk

**Date:** April 9, 2025

**Final Status:** **Approved**





# COUNTY OF MENDOCINO

## Board of Supervisors

**DARCIE ANTLE**  
**CLERK OF THE BOARD**

501 Low Gap Rd. Room 1010  
Ukiah, CA 95482

Email: [bos@mendocinocounty.gov](mailto:bos@mendocinocounty.gov)  
Website: [www.mendocinocounty.gov](http://www.mendocinocounty.gov)

Office: (707) 463-4221  
Fax: (707) 463-5649

March 10, 2025

Assemblymember Chris Rogers, 2nd District  
State Capitol  
1021 O Street, Suite 5130  
Sacramento, CA 95814

**RE: AB 830 Support Letter - State highways: encroachment permits: relocating or removing encroachments: public utility districts**

Dear Assemblymember Rogers:

The Mendocino County Board of Supervisors is writing to express strong support of your bill, AB 830. This bill, if enacted into law, would require the California Department of Transportation (Caltrans) to fund the relocation or removal of utilities owned by a public utility district when Caltrans needs to perform necessary highway infrastructure improvements.

AB 830 would ensure that highway improvements are completed promptly, relieving rural communities of the financial burden of these infrastructure improvements. Public utility districts often struggle with funding significant projects due to their limited base of ratepayers.

As it stands, state law prohibits Caltrans from using their funds to move utilities for construction improvements, including crucial pedestrian safety projects, on state highways. Caltrans may have to delay a critical project to wait for a public utility district to secure the necessary funds to relocate utilities. This delay can cause real harm to a rural community waiting for these improvements.

This bill is especially critical for communities such as Hopland, which has faced significant hardship in the face of costly and burdensome requirements for relocating public utility infrastructure along the Highway 101 corridor. The current encroachment permit process imposes substantial financial and logistical challenges on small local agencies, utility providers, and rural residents. Without a fair and equitable process for addressing these issues, essential services in rural communities like ours remain at risk. By supporting this legislation, the State can help mitigate unnecessary financial strain on small communities, protect public utility services, and promote resilient infrastructure development.

For these reasons, the County of Mendocino supports AB 830, thanks you for authoring this important measure and looks forward to seeing the bill progress into law.

Sincerely,

John Haschak, Chair  
Mendocino County Board of Supervisors

cc: The Honorable Mike McGuire, Member of the California State Senate

### THE BOARD OF SUPERVISORS

MADELINE CLINE  
First District

MAUREEN MULHEREN  
Second District

JOHN HASCHAK  
Third District

BERNIE NORVELL  
Fourth District

TED WILLIAMS  
Fifth District



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3h)**

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**To: BOARD OF SUPERVISORS**

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Darcie Antle

**Phone:** 707-463-4441

**Department Contact:** Kelly Hansen

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Ratification of Letter of Opposition for Assembly Bill 339 (Ortega) - Local Public Employee Organizations: Notice Requirements

**Recommended Action/Motion:**

Ratify letter of opposition for Assembly Bill 339 (Ortega) - local public employee organizations: notice requirements; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board of Supervisors regularly issues support letters that align with the 2025 Legislative Platform. These letters advocate for adequate and ongoing federal and state funding, timely distribution of resources, increased local authority, and flexibility in administering and providing services.

**Summary of Request:**

The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions.

This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 120 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization. The bill would require the notice to include specified information, including the anticipated duration of the contract.

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**Item #: 3h)**

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**Alternative Action/Motion:**

Provide alternative direction.

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

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** [Bill Text - AB-339 Local public employee organizations: notice requirements. <https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=202520260AB339>](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB339)

**Fiscal Details:**

**source of funding:** N/A

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

**budget clarification:** N/A

**annual recurring cost:** N/A

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

**revenue agreement:** N/A

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

**CEO Liaison:** Executive Office

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

---

Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 9, 2025

Final Status: **Approved**





# COUNTY OF MENDOCINO

## Board of Supervisors

**DARCIE ANTLE**  
**CLERK OF THE BOARD**

501 Low Gap Rd. Room 1010  
Ukiah, CA 95482

Email: [bos@mendocinocounty.gov](mailto:bos@mendocinocounty.gov)  
Website: [www.mendocinocounty.gov](http://www.mendocinocounty.gov)

Office: (707) 463-4221  
Fax: (707) 463-5649

March 12, 2025

The Honorable Tina McKinnor  
Chairwoman, Assembly Public Employment and Retirement Committee  
1021 O Street, Suite 5520

**RE: AB 339 (Ortega) Local public employee organizations: notice requirements – OPPOSE**

Dear Chairwoman McKinnor,

The Mendocino County Board of Supervisors opposes AB 339, which imposes costly, impractical, and burdensome requirements on local agencies that contract with service providers like nonprofits, community-based organizations, and private entities. This measure mandates a minimum notice period of 120 days before issuing contracts, along with extensive documentation and reporting requirements that could divert valuable resources from essential services, especially for California's most vulnerable populations.

AB 339 complicates the contracting process by introducing additional bureaucracy into a complex and lengthy process. It requires mandatory meetings with recognized employee organizations if they request to confer after receiving notice. Additionally, it would require parties to reopen negotiations on all or part of the MOU, which increases uncertainty. These provisions will significantly impact essential services such as wildfire management, public health, infrastructure maintenance, and emergency response, all of which require timely and flexible contracting. This could deter nonprofits and other providers from collaborating with local agencies and significantly increase costs.

The bill broadly affects many local services, from jail healthcare to IT consulting, meaning nearly every contract would be subject to its requirements. Compliance would demand significant staff time and resources, leading to increased workloads, reduced service capacity, and jeopardize vital programs.

The County of Mendocino opposes AB 339 due to the burden it places on resources, which could discourage community partnerships crucial for effective service delivery, especially in our rural community. Limiting these collaborations will likely lead to increased costs and cuts to essential services. This bill will raise costs, discourage private sector and nonprofit partnerships, and ultimately reduce the effectiveness of public services.

For these reasons, the County of Mendocino respectfully requests that you reject AB 339 when it is presented before your committee.

Sincerely,

John Haschak, Chair  
Mendocino County Board of Supervisors

cc: Members, Assembly Public Employment and Retirement Committee  
The Honorable Mike McGuire, Member of the California State Senate  
The Honorable Chris Rogers, Member of the California State Assembly

**THE BOARD OF SUPERVISORS**

MADELINE CLINE  
First District

MAUREEN MULHEREN  
Second District

JOHN HASCHAK  
Third District

BERNIE NORVELL  
Fourth District

TED WILLIAMS  
Fifth District





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3i)**

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**To: BOARD OF SUPERVISORS**

**From:** Executive Office

**Meeting Date:** April 8, 2025

**Department Contact:** Steve Dunncliff

**Phone:** 707-463-4441

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Retroactive Amendment to BOS Agreement No. 05-072 Lease with Walls Family Revocable Trust for the Spanish Mountain Microwave Repeater Site , Extending the Term from March 1, 2025, through February 28, 2035, with Annual Rent Increases of 4.5%, and an Option for an Additional Ten-Year Term

**Recommended Action/Motion:**

Approve retroactive amendment to BOS Agreement No. 05-072 lease with Walls Family Revocable Trust for the Spanish Mountain microwave repeater site, extending the term from March 1, 2025, through February 28, 2035, with annual rent increases of 4.5%, and an option for an additional ten-year term; and authorize Chair to sign same; further authorize the CEO or their designee to sign the option for an additional term.

**Previous Board/Board Committee Actions:**

The existing lease agreement was approved by the Board June 7, 2005 as Agreement No. 05-072. Additionally, Board approval of the FY 2019/20 budget included a Capital Improvement Project for sealing and hardening the microwave repeater sites at Sanhedrin and Spanish Mountains in the amount of \$200,000, with additional funding at the First Quarter of 2021 in the amount of \$200,000.

**Summary of Request:**

The Spanish Mountain microwave repeater site is part of the County's emergency communication system. In 2021, the County improved the site's resiliency through a hardening project, intended to improve functionality during natural disasters. This lease amendment extends the agreement for ten years, with an option for an additional ten-year term. The item is retroactive due to staff implementing a standardized amendment form and updating records.

**Alternative Action/Motion:**

Provide direction to staff.

**Strategic Plan Priority Designation:** A Prepared and Resilient County

**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:** ITMW-862061

**current f/y cost:** \$18,268.88

**budget clarification:** Microwave communication site costs captured within the IT Reserve, Microwave Cost Recovery Model. Total cost of both terms of this lease amendment (20 year period) will be \$235,935.68.

**annual recurring cost:** Yes

**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: April 9, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 05-072-A1



**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. 05-072**

This Amendment to Agreement No. 05-072 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "Lessee," and Christopher E. Walls and Melinda A. Walls, Trustees of the Walls Family Revocable Trust, dated February 22, 2024, hereinafter referred to as "Lessor," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. 05-072 (the "Lease") was entered into on June 7, 2005, and had an initial termination date of February 28, 2015; and

WHEREAS, the Lease included an option for the Lessee to renew the Lease for an additional ten-year period, with monthly rental to be re-evaluated at the time of exercise of the option; and

WHEREAS, the County exercised its option to extend the Lease by a letter dated December 3, 2014, for a period of ten (10) years with a new expiration date of February 28, 2025, with rent increases consistent with the original Lease; and

WHEREAS, subsequent to the execution of the Lease, the real property that is the subject of the Lease was transferred to Christopher E. Walls and Melinda A. Walls, Trustees of the Walls Family Revocable Trust, dated February 22, 2024; and

WHEREAS, it is the desire of Lessee and Lessor to amend the Lease to memorialize the County's exercise of the option, to further extend the termination date for an additional 10-year period and revise the rent schedule accordingly, create a new 10-year option for the County to extend the Lease, and update the identity of the Lessor.

NOW, THEREFORE, we agree as follows:

1. The real property that is the subject of the Lease is owned by, and the term Lessor shall refer to, Christopher E. Walls and Melinda A. Walls, Trustees of the Walls Family Revocable Trust, dated February 22, 2024.
2. Paragraph 1 of the Lease is hereby modified in its entirety to read as follows:

This Lease commenced on March 1, 2005, and had an initial 10-year term with an option to extend for a further 10-year term, with rent increases consistent with the original agreement. Lessee exercised the option to extend in 2014, which extended the term of the lease to February 28, 2025. Pursuant to an amendment

to this agreement entered into in 2025, the term of the Lease is extended for a period of 10 additional years, for a new termination date of February 28, 2035.

3. Paragraph 3 of the Lease is hereby modified in its entirety to read as follows:

The monthly rent due for years between March 1, 2025, and February 28, 2035, is shown in the following schedule. Rent is increased by 4.5% annually over said 10-year period:

March 1, 2025 – February 28, 2026	\$1,600.00
March 1, 2026 – February 28, 2027	\$1,672.00
March 1, 2027 – February 29, 2028	\$1,747.24
March 1, 2028 – February 28, 2029	\$1,825.87
March 1, 2029 – February 28, 2030	\$1,908.04
March 1, 2030 – February 28, 2031	\$1,993.91
March 1, 2031 – February 29, 2032	\$2,083.64
March 1, 2032 – February 28, 2033	\$2,177.41
March 1, 2033 – February 28, 2034	\$2,275.40
March 1, 2034 – February 28, 2035	\$2,377.80

Commencing March 1, 2025, there is no longer an additional fee for road maintenance costs, but Lessee's contribution towards maintenance and upkeep of the access road is included in the total rent.

4. Paragraph 4 of the Lease is hereby modified in its entirety to read as follows:

Lessee shall have the option to renew this lease for an additional ten-year period, commencing on March 1, 2035. To exercise this option, Lessee must notify Lessor in writing no less than sixty (60) days prior to the expiration of the Lease, or December 30, 2034. If Lessee exercises such option to extend, the monthly rent due for the years between March 1, 2035 and February 28, 2045 is shown in the following schedule. Rent is increased by 4.5% annually over the said 10-year period.

March 1, 2035 – February 29, 2036	\$2,527.80
March 1, 2036 – February 28, 2037	\$2,641.55
March 1, 2037 – February 28, 2038	\$2,760.42
March 1, 2038 – February 28, 2039	\$2,884.64
March 1, 2039 – February 29, 2040	\$3,014.44
March 1, 2040 – February 28, 2041	\$3,150.09
March 1, 2041 – February 29, 2042	\$3,291.84
March 1, 2042 – February 28, 2043	\$3,439.97
March 1, 2043 – February 29, 2044	\$3,594.77
March 1, 2044 – February 28, 2045	\$3,756.53

All other terms and conditions of Agreement No. 05-072 shall remain in full force and effect.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle

DEPARTMENT HEAD DATE

03/24/2025

Budgeted: ☐ Yes ☐ No

Budget Unit: ITMW

Line Item: 862061

Grant: ☐ Yes ☐ No

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

COUNTY OF MENDOCINO

By: John Haschak

JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amaz  
Deputy 04/08/2025

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: Amaz  
Deputy 04/08/2025

INSURANCE REVIEW:

By: Darcie Antle

Risk Management

Date: 03/24/2025

CONTRACTOR/COMPANY NAME

By: Christopher Walls  
CHRISTOPHER WALLS, Trustee of the Walls  
Family Revocable Trust, dated February 22, 2024

Date: 3-26-2025

By: Melinda Walls  
MELINDA WALLS, Trustee of the Walls  
Family Revocable Trust, dated February 22, 2024

Date: 3-26-2025

NAME AND ADDRESS OF CONTRACTOR:

Walls Family Revocable Trust

PO BOX 366

Ukiah, CA 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa

COUNTY COUNSEL

Date: 03/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: John  
Deputy CEO or Designee

Date: 03/24/2025

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

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





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3j)**

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**To: BOARD OF SUPERVISORS**

**From:** Auditor-Controller Treasurer-Tax Collector

**Meeting Date:** April 8, 2025

**Department Contact:** Chamise Cubbison

**Phone:** 707-234-6860

**Department Contact:** William Riley

**Phone:** 707-234-6875

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of First Amendment to Agreement No. BOS-22-099 with THE DATA CENTER, a Mailing.com Company in the Amount of \$60,000 for a New Total of \$180,000 to Print and Mail Services for Mendocino County Tax Bills, Statements, and/or Notices Effective May 3, 2022, through June 30, 2026

**Recommended Action/Motion:**

Approve first amendment to Agreement No. BOS-22-099 with THE DATA CENTER, a mailing.com company in the amount of \$60,000 for a new total of \$180,000 to Print and Mail Services for Mendocino County Tax Bills, Statements, and/or Notices effective May 3, 2022, through June 30, 2026; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

May 3, 2022, item 3am) Board of Supervisors approved the original Agreement No. BOS-22-099.

**Summary of Request:**

In accordance with California Revenue and Taxation Code Sections 2610.5 and 2910.1, the Tax Collector is required to mail tax bills on or before November 1st for each property on the Secured (real property) tax roll. The Tax Collector mails tax bills for assessments on the Unsecured (business, vessels, airplanes, other unsecured property) tax roll each year on or before July 31. Additionally, in accordance with Revenue and Taxation Code Section 3371 the Tax Collector mails the Annual Secured Delinquent Notice for any current fiscal year secured delinquent tax bill. Annually the Mendocino County Tax Collector mails approximately 67,000 tax bill statements including the Annual Secured Property Tax bill, Annual Unsecured Property Tax Bill, and the Annual Secured Delinquent Notice with the largest portion of tax bill mailing costs being actual postage fees. Print and mail services include development, design, and modification of bill templates, postage fees, formatting data from the property system to the tax bill from various file types, utilization of address standardization and house-holding tax bills to decrease postage fees, and print, sort, insert return envelopes or notices, and mail tax bills. Approve agreement with The Data Center, a mailing.com company, for these print and mail services for Mendocino County Tax Bills, Statements, and/or Notices, for an increase of \$60,000, and a total amount not to exceed \$180,000, effective May 3, 2022 through June 30, 2026 and authorize Board Chair to sign same.

**Alternative Action/Motion:**

Do not approve agreement and direct staff to alternative print and mail service.

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**Item #: 3j)**

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**Strategic Plan Priority Designation:** A Thriving Economy

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** TC 1130

**current f/y cost:** \$60,000

**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:** April 9, 2025

**Final Status:** **Approved**

**Executed Item Type:** Agreement

**Number:** 22-099-A1



**FIRST AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS #22-099**

This First Amendment to Agreement No. BOS #22-099 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **THE DATA CENTER, a mailing.com company**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS #22-099 was entered into on May 3, 2022 (the "Initial Agreement"); and

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

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

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by Sixty Thousand Dollars (\$60,000.00) from One Hundred Twenty Dollars (\$120,000.00) to One Hundred Eighty Dollars (\$180,000.00); and

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2025 to June 30, 2026.
2. The total contracted amount set out in the Agreement is hereby increased by Sixty Thousand Dollars (\$60,000.00) from One Hundred Twenty Dollars (\$120,000.00) to One Hundred Eighty Dollars (\$180,000.00).
3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B is attached herein.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Chamion Oebler  
DEPARTMENT HEAD

Date: Mar 20, 2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 1130

Line Item: 86-2170

Org/Object Code: TC

Grant: ☐ Yes ☒ No

Grant No. : N/A

COUNTY OF MENDOCINO

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amrap  
Deputy 04/08/2025

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 04/08/2025

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 03/20/2025

CONTRACTOR/COMPANY NAME

By: Stacy Conologue  
Stacy Conologue (Mar 21, 2025 07:22 MDT)  
SIGNATURE

Date: Mar 21, 2025

NAME AND ADDRESS OF CONTRACTOR:

THE DATA CENTER, a mailing.com company

1827 S. Fremont Drive

Salt Lake City, UT 84104

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: 03/20/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle  
Deputy CEO or Designee

Date: 03/20/2025

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

Exception to Bid Process Required/Completed ☒ TC 2021-1

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside Mendocino County

## Exhibit B

The prices for providing the services list in Exhibit A shall be as follows:

### Printing and mailing services for statements and notices

Mailing services: CASS and DPV Processing, NCOA (national change of addresses) metering, sorting (for maximum postage saving) traying and delivering to USPS.

Secured Tax Statements / Non Cortac	\$0.095 per statement
8.5X14, 24# paper, 2 perfs, full color front, black print on the back	

Secured Tax Statements / Cortac	\$0.09 per statement
8.5X14, 24# paper, no perfs, full color front, black print on the back	

Unsecured Tax Statement	\$0.08 per statement
8.5X11, one perf, full color print on the front, black print on the back	

Delinquent Notice	\$0.075 per statement
8.5X11, one perf, black print only	

Supplements Tax Statement	\$0.095 per statement
8.5X14, 2 perfs, full color print on the front, black print on the back	

### Envelopes – BU#TC-1130

#9 return envelope, (171,000)	\$0.063 per envelope
non window, printed double sided, black ink	
Secured and Unsecured Notices	

#10 single window envelope (126,500)	\$0.058 per envelope
printed single side black ink	
Secured and Unsecured Notice	

#10 non window envelope (5,000)	\$0.115 per envelope
printed single sided black ink	

### Envelopes – BU#CD-2012

#10 non window envelope (1,000)	\$0.18 per envelope
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#10 single window envelope (8,000)	\$0.11 per envelope
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# The Data Center Amendment 1 \$60,000 (\$180,000) 22-26

Final Audit Report

2025-03-20

Created:	2025-03-20
By:	William Riley (riley@mendocinocounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA19b05K6dEOen2qcxDs5g-_B30Plydf6P

## "The Data Center Amendment 1 \$60,000 (\$180,000) 22-26" History

-  Document created by William Riley (riley@mendocinocounty.gov)  
2025-03-20 - 10:28:41 PM GMT
-  Document emailed to Chamise Cubbison (cubbisonc@mendocinocounty.gov) for signature  
2025-03-20 - 10:29:58 PM GMT
-  Email viewed by Chamise Cubbison (cubbisonc@mendocinocounty.gov)  
2025-03-20 - 10:30:58 PM GMT
-  Document e-signed by Chamise Cubbison (cubbisonc@mendocinocounty.gov)  
Signature Date: 2025-03-20 - 11:32:35 PM GMT - Time Source: server
-  Agreement completed.  
2025-03-20 - 11:32:35 PM GMT







# The Data Center Amendment 1 \$60,000 (\$180,000) 22-26

Final Audit Report

2025-03-21

Created:	2025-03-20
By:	William Riley (riley@mendocinocounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkJTw8fcpWmTeKbXggKVL7iIAKVnzck3G

## "The Data Center Amendment 1 \$60,000 (\$180,000) 22-26" History

-  Document created by William Riley (riley@mendocinocounty.gov)  
2025-03-20 - 11:50:00 PM GMT
-  Document emailed to sconologue@mailing.com for signature  
2025-03-20 - 11:55:04 PM GMT
-  Email viewed by sconologue@mailing.com  
2025-03-21 - 1:18:01 PM GMT
-  Signer sconologue@mailing.com entered name at signing as Stacy Conologue  
2025-03-21 - 1:22:12 PM GMT
-  Document e-signed by Stacy Conologue (sconologue@mailing.com)  
Signature Date: 2025-03-21 - 1:22:14 PM GMT - Time Source: server
-  Agreement completed.  
2025-03-21 - 1:22:14 PM GMT



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3k)**

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**To: BOARD OF SUPERVISORS**

**From:** Behavioral Health and Recovery Services

**Meeting Date:** April 8, 2025

**Department Contact:** Jenine Miller, Psy.D.

**Phone:** 707-472-2341

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Authorizing the Auditor Controller Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of \$181,181.35, 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 \$181,181.35, 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

**Summary of Request:**

Mendocino County Behavioral Health and Recovery Services (BHRS) is required to provide or arrange for specialty mental health services to eligible Medi-Cal beneficiaries, including certain mandated psychiatric services. As summarized in the attached report of claims, BHRS received invoices from various psychiatric hospitals, clinics, and physician offices for such services, totaling one hundred eighty-one thousand one hundred eighty one dollars and thirty five cents (\$181,181.35). 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) 24-25 and is currently working towards these

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**Item #: 3k)**

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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 \$181,181.35.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** 4050

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

**budget clarification:** N/A

**annual recurring cost:** None

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

**revenue agreement:** No

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

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

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-056



RESOLUTION NO. 25-056

**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 One Hundred Eighty-One Thousand One Hundred Eighty-One Dollars and Thirty-Five Cents (\$181,181.35), 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.

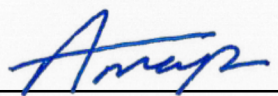
NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors approves the Auditor Controller Treasurer Tax Collector or Designee to process and pay for outstanding invoices, totaling One Hundred Eighty-One Thousand One Hundred Eighty-One Dollars and Thirty-Five Cents (\$181,181.35), 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 8<sup>th</sup> day of April, 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. 25-056**

**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 One Hundred Eighty-One Thousand One Hundred Eighty-One Dollars and Thirty-Five Cents (\$181,181.35), 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 One Hundred Eighty-One Thousand One Hundred Eighty-One Dollars and Thirty-Five Cents (\$181,181.35), 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 8<sup>th</sup> day of April, 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



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

Date of Action: xx/xx/xxxx

Munis Acct String	Department	Payee	Description	Invoice Amount	Amount Paying	Justification
MH 86-3152	BHRS	Woodland Memorial Hospital 52286	Professional Services 241094 11/23-11/26/24	\$649.00	\$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 86-3152	BHRS	St. Francis Memorial Hospital 52286	Professional Services 237676 09/08-09/19/24	\$7,388.00	\$545.70	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Mills Health Center 52286	Professional Services 302659 12/1-12/12/24	\$10,954.00	\$529.90	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 86-3152	BHRS	John Muir Health 52145	Professional Services 584889 9/14/24	\$360.00	\$45.80	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	John Muir Health 52145	Professional Services 584889 9/13/24	\$360.00	\$45.80	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	John Muir Health 52145	Professional Services 584889 9/15/24	\$360.00	\$45.80	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	John Muir Health 52145	Professional Services 584889 9/12/24	\$606.00	\$80.10	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	NMC Hospitalization INDIGENT 10/01- 10/06/24	\$32,700.00	\$12,534.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	NMC Hospitalization 237385 10/03-10/06/24	\$21,800.00	\$8,356.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Services 236909 8/23-8/29/24	\$1,327.04	\$1,141.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Services 600201 10/19-10/20/24	\$212.00	\$326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Aurora Behavioral Health-SA 31595	NMC Hospitalization 300557 10/29-11/02/24	\$9,600.00	\$6,700.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Services 241125 10/19-10/25/24	\$1,156.04	\$978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Services 319894 11/07-11/13/24	\$1,155.48	\$978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	NMC Hospitalization 240325 11/01-11/12/23	\$61,704.00	\$23,652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Heritage Oaks 3001	NMC Hospitalization 301450 10/31-11/14/24	\$30,000.00	\$19,860.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	BHC SIERRA VISTA 2713	NMC Hospitalization 240600 10/01-11/14/24	\$88,000.00	\$56,892.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	BHC FREEMONT HOSPITAL 52218	Professional Services 240334 12/01-12/05/24	\$660.00	\$193.50	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 86-3152	BHRS	Aurora Behavioral Health-SA 31595	NMC Hospitalization 302561 11/30-12/04/24	\$9,600.00	\$6,700.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Adventist Health St. Helena 7435	Professional Services 241125 10/19-10/25/24	\$251.00	\$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 86-3152	BHRS	BHC FREEMONT HOSPITAL 52218	Professional Services 240795 10/10-10/16/24	\$990.00	\$269.10	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	BAY AREA PSYCHIATRIC 2133	Professional Services 240057 11/27/24	\$325.00	\$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 86-3152	BHRS	BAY AREA PSYCHIATRIC 2133	Professional Services 240057 11/26/25	\$450.00	\$103.25	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Aurora Behavioral Health-SA 31595	NMC Hospitalization 325803 9/21-10/02/24	\$26,400.00	\$14,800.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Aurora Behavioral Health 8761	Professional Services 240195 09/04-09/14/24	\$300.00	\$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 86-3152	BHRS	Aurora Behavioral Health 8761	Professional Services 240195 09/04-09/14/25	\$225.00	\$37.60	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	Aurora Behavioral Health 8761	Professional Services 239919 06/28-07/03/24	\$556.00	\$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 86-3152	BHRS	Aurora Behavioral Health 8761	Professional Services 302630 10/16-10/26/24	\$300.00	\$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 86-3152	BHRS	Woodland Memorial Hospital 52286	Professional Services 236522 9/13-9/18/24	\$2,928.00	\$228.60	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	BHC Fremont Hospital 52218	NMC Hospitalization 241067 12/18/24-1/1/25	\$42,100.00	\$25,605.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

TOTAL:

\$181,181.35



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3l)**

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**To: BOARD OF SUPERVISORS**

**From:** Behavioral Health and Recovery Services

**Meeting Date:** April 8, 2025

**Department Contact:** Jenine Miller, Psy.D.

**Phone:** 707-472-2341

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Authorizing the Auditor Controller Treasurer Tax Collector or Designee to Process and Pay for Outstanding Invoices, Totaling the Amount of \$56,714.00, 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 \$56,714.00, 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

**Summary of Request:**

Mendocino County Behavioral Health and Recovery Services (BHRS) is required to provide or arrange for specialty mental health services to eligible Medi-Cal beneficiaries, including certain mandated psychiatric services. As summarized in the attached report of claims, BHRS received invoices from various psychiatric hospitals, clinics, and physician offices for such services, totaling one hundred eighty-one thousand one hundred eighty one dollars and thirty five cents (\$181,181.35). 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) 24-25 and is currently working towards these

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**Item #: 31)**

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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 \$56,714.00.

**Alternative Action/Motion:**

Return to staff for alternative handling.

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** 4050

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

**budget clarification:** N/A

**annual recurring cost:** None

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

**revenue agreement:** No

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

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

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-057



RESOLUTION NO. 25-057

**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 Fifty-Six Thousand Seven Hundred Fourteen Dollars (\$56,741.00), 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 Fifty-Six Thousand Seven Hundred Fourteen Dollars (\$56,714.00), 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 8<sup>th</sup> day of April, 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

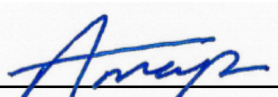
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
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. 25-057**

**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 Fifty-Six Thousand Seven Hundred Fourteen Dollars (\$56,741.00), 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 Fifty-Six Thousand Seven Hundred Fourteen Dollars (\$56,714.00), 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 8<sup>th</sup> day of April, 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



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

Date of Action: xx/xx/xxxx

Munis Acct String	Department	Payee	Description	Invoice Amount	Amount Paying	Justification
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	NMC Hospitalization 237531 11/01-11/07/24	\$32,700.00	\$12,534.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	NMC Hospitalization 241048 09/17-09/23/24	\$35,042.58	\$12,534.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 236731 09/12-09/16/24	\$700.00	\$326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 238210 08/31-09/05/24	\$1,750.00	\$978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 240909 10/28-10/31/24	\$658.04	\$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 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 240795 10/30-11/07/24	\$212.00	\$326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 511031 10/04-10/08/24	\$1,200.00	\$652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 240925 09/25-10/08/24	\$2,250.00	\$1,956.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 234348 11/13-11/20/24	\$1,082.04	\$1,141.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 236662 10/05-10/17/24	\$450.00	\$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 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 236662 10/05-10/17/24	\$1,665.00	\$1,467.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 240377 11/19-11/27/24	\$976.00	\$978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 240820 11/28-11/30/24	\$552.00	\$326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 510349 10/21-10/30/24	\$2,450.00	\$1,467.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 240795 10/30-11/07/24	\$1,385.00	\$1,141.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH VALLEJO 7435	Professional Services 241102 11/16-11/19/24	\$1,200.00	\$652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	NMC Hospitalization 234835 11/19-11/25/24	\$32,700.00	\$12,534.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor



MH 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 234364 09/18-09/24/24	\$723.04	\$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 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 234364 09/18-09/24/24	\$342.00	\$326.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	AURORA CHARTER OAKS 52551	NMC Hospitalization 240592 06/24-07/02/24	\$1,800.00	\$856.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 234364 09/18-09/24/24	\$171.00	\$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 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 240932 09/30-10/07/24	\$814.00	\$652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 583661 10/18-10/29/24	\$935.00	\$815.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 583661 10/18-10/29/24	\$1,156.04	\$978.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor

MH 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 302438 10/30-11/04/24	\$220.48	\$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 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 302438 10/30-11/04/24	\$764.00	\$652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 236571 09/06-09/16/24	\$220.48	\$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 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 302386 11/03-11/11/24	\$764.00	\$652.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
MH 86-3152	BHRS	ADVENTIST HEALTH ST. HELENA 7435	Professional Services 237676 11/07-11/18/24	\$1,246.48	\$1,141.00	County does not have a contract with the Vendor but is required by statute to pay for these services. (W&I code 5600 et. eq.) County is working to develop a contract with this Vendor
<b>TOTAL</b>				<b>\$56,714.00</b>		



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3m)**

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**To: BOARD OF SUPERVISORS**

**From:** Behavioral Health and Recovery Services

**Meeting Date:** April 8, 2025

**Department Contact:** Jenine Miller, Psy.D.

**Phone:** 707-472-2341

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Second Amendment to BOS Agreement No. 24-061 with Restpadd, Inc. in the Amount of \$347,000 for a New Agreement Total of \$1,347,000, to Provide Inpatient Psychiatric Services to Qualified Mendocino County Clients, Effective July 1, 2024, through June 30, 2025

**Recommended Action/Motion:**

Approve second amendment to BOS Agreement No. 24-061 with Restpadd, Inc. in the amount of \$347,000 for a new Agreement total of \$1,347,000 to provide Inpatient Psychiatric Services to Qualified Mendocino County Clients, effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments to the agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

May 7, 2024, Item 3(k) Approval of Agreement No. BOS 24-061

July 23, 2024, Department Approval of Agreement No. MH 24-024

**Summary of Request:**

Restpadd, Inc. is a 16-bed acute care psychiatric inpatient treatment facility located in Redding, California licensed by the State of California Department of Health Care Services. Admission to Restpadd Inc. is based on the medical necessity of patients who are unable to maintain and safely function at home or in the community. At the facility, Restpadd Inc. provides multi-disciplinary evaluation, treatment, rapid stabilization, and coordinated discharge planning that encourages wellness and recovery of individuals, with a goal to send those individuals back to their respective community.

Currently, there are no local facilities in Mendocino County that are able to provide acute care psychiatric inpatient treatment. As a result, Behavioral Health and Recovery Services (BHRS) is amending the current agreement with Restpadd Inc. through the proposed addition of \$347,000 for a new agreement total of \$1,347,000 for inpatient psychiatric hospitalization services to qualified Mendocino County clients.

Through the proposed Agreement, BHRS will place qualified mental health clients in Restpadd Inc., where they will receive appropriate care including diagnostic assessments, bed spaces, therapeutic and rehabilitation services, and applicable treatment for stabilization and maintenance of mental health conditions, with an overall goal to improve client functioning and successfully discharge or transition them to a lower level of care. This agreement is effective July 1, 2024 through June 30, 2025.

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**Item #: 3m)**

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This amendment to the current contract is required to allow Mendocino County BHRS to place additional mental health clients in Restpadd, Inc. without interruption throughout this fiscal year.

**Alternative Action/Motion:**

Return to staff for alternative handling

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** All

**Vote Requirement:** Majority

**Supplemental Information Available Online At:** None

**Fiscal Details:**

**source of funding:** 4050

**current f/y cost:** \$1,347,000

**budget clarification:** Original: \$1,000,000; Amendment #1: \$0 (\$1,000,000 total); Amendment #2: \$347,000 (\$1,347,000 total)

**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:** 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: April 9, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 24-061-A1



AMENDMENT #2

Original Agreement	BOS-24-061
Amendment 1	MH-24-024

**SECOND AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS-24-061**

This second Amendment to Agreement No. BOS-24-061 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **RESTPADD, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-061 was entered into on July 1, 2024 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-24-061 was entered into on July 23, 2024 (the "First Amendment") updating the Exhibit B, Payment Terms; and

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

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$347,000 from \$1,000,000 to \$1,347,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$347,000 from \$1,000,000 to \$1,347,000.

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



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

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

Date: 3/4/25

Budgeted: No  
Budget Unit: 4050  
Line Item: 86-3160  
Org/Object Code: MH  
Grant: No  
Grant No.: N/A

COUNTY OF MENDOCINO

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

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 04/08/2025

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 04/08/2025

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 02/24/2025

CONTRACTOR/COMPANY NAME

By: [Signature]  
Niki Clay, Business Office Manager  
Kirk Edgar Executive Director  
Date: 3/5/25

NAME AND ADDRESS OF CONTRACTOR:

Restpadd, Inc.  
2750 Eureka Way  
Redding, CA 96001  
(530) 727-7645  
nclay@restpaddhealth.com

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: 02/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 02/24/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ N/A  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: Located outside Mendocino County



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3n)**

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**To: BOARD OF SUPERVISORS**

**From:** Behavioral Health and Recovery Services

**Meeting Date:** April 8, 2025

**Department Contact:** Jenine Miller

**Phone:** 707-472-2341

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Agreement (First Amendment to Agreement No. MH-24-001) with Gary Ernst in the Amount of \$30,000 for a New Agreement Total of \$79,000, to Provide Fiscal Review Services, Effective July 1, 2024, through June 30, 2025

**Recommended Action/Motion:**

Approve Agreement (first amendment to Agreement No. MH-24-001) with Gary Ernst in the amount of \$30,000 for a new Agreement total of \$79,000, to provide fiscal review services, effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

April 3, 2024, Purchasing Agent Approval, PA# 24-62

**Summary of Request:**

Gary Ernst has provided effective fiscal consultation for Mendocino County Behavioral Health and Recovery Services (BHRS) since 2008. He is uniquely familiar with BHRS fiscal procedure and process, and has made recommendations that have been cost effective. Gary has knowledge to assist in the financial side of determining the billing and cost reports.

On July 1, 2024, BHRS entered into Agreement No. MH-24-001 in the amount of \$49,000 with Gary for fiscal review services. The State is currently catching up on cost reports, yielding an increased response and need for fiscal documentation review. The proposed first Amendment increases the total amount for fiscal review services to \$79,000, to enable Gary to complete, upload, and fix any errors that might come up on the past and previous year's documents, due to the State's recent action. These additional services will ensure this essential fiscal process continues without auditing issues or financial penalties from the State.

**Alternative Action/Motion:**

Return to staff for alternative handling

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

**Supervisory District:** All

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**Item #: 3n)**

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**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** 4050

**current f/y cost:** \$79,000

**budget clarification:** Original: \$49,000; Amendment #1: \$30,000 (\$79,000 total)

**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:** 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:** April 9, 2025

**Final Status:** **Approved**

**Executed Item Type:** Agreement

**Number:** 25-025



AMENDMENT #1

Original Agreement	PA-24-62 MH-24-001
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**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. PA-24-62, MH-24-001**

This Amendment to Agreement No. PA-24-62, MH-24-001 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **GARY ERNST**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. PA-24-62, MH-24-001 was entered into on July 1, 2024 (the "Initial Agreement"); and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$30,000 from \$49,000 to \$79,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update Exhibit B, Payment Terms to allow for additional travel hours as needed, with COUNTY approval.


NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by \$30,000 from \$49,000 to \$79,000.
2. The Exhibit B, Payment Terms, set out in the Initial Agreement is hereby altered and a new Exhibit B is attached herein.

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

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

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

Date: 3/19/25

Budgeted: Yes  
Budget Unit: 4050  
Line Item: 86-2189  
Org/Object Code: MHAD75  
Grant: No  
Grant No.: N/A

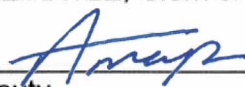
**COUNTY OF MENDOCINO**

By:   
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 04/08/2025

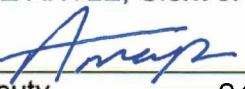
**ATTEST:**

DARCIE ANTLE, Clerk of said Board

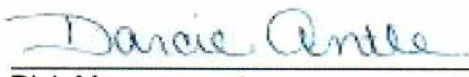
By:   
Deputy 04/08/2025

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 04/08/2025

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 02/20/2025

**CONTRACTOR/COMPANY NAME**

By:   
SIGNATURE

Date: 3/10/25

**NAME AND ADDRESS OF CONTRACTOR:**

GARY ERNST  
1526 East Beach Drive  
Visalia, CA 93292  
559-679-2541  
gcernst@sbcglobal.net

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: 02/20/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

Date: 02/20/2025

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



## **EXHIBIT B**

### **PAYMENT TERMS**

- I. COUNTY will pay CONTRACTOR as per the following instructions:
  1. One Hundred Twenty-Five Dollars (\$125) per hour for services described in Exhibit A.
  2. One Hundred Twenty-Five Dollars (\$125) per hour for one-way travel not to exceed forty-eight (48) hours a month either onsite or offsite. The COUNTY will not pay per diem or other travel expenses.
    - a. In cases where additional travel hours are required, CONTRACTOR will obtain prior approval from COUNTY to exceed forty-eight (48) hours a month.
- II. CONTRACTOR will bill COUNTY on a monthly basis on an approved invoice (Attachment 1).
- III. CONTRACTOR's invoice will include:
  1. Time period the invoice covers.
  2. Services rendered during the time period covered by the invoice.
  3. Signature of CONTRACTOR certifying the services described on the invoice have been performed.
- IV. CONTRACTOR shall submit invoices by tenth (10<sup>th</sup>) of the month following the month of services. Invoices not received within thirty (30) days will not be paid.
- V. CONTRACTOR shall send invoices to:

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

- VI. The compensation payable to CONTRACTOR hereunder shall not exceed Forty-Nine Thousand Dollars (\$49,000) for the term of this Agreement.

**[END OF PAYMENT TERMS]**



# Mendocino County Board of Supervisors

## Agenda Summary

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**Item #: 30)**

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**To: BOARD OF SUPERVISORS**

**From:** Behavioral Health and Recovery Services

**Meeting Date:** April 8, 2025

**Department Contact:** Jenine Miller, Psy.D.

**Phone:** 707-472-2341

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Amendment to Agreement No. BOS-24-121 with Redwood Community Services, Inc. DBA Redwood Community Crisis Center in the Amount of \$17,767, for a New Agreement Total of Not to Exceed \$101,607, to Provide 24/7 Emergency Crisis Services, Outreach, and Engagement to Children, Youth, and Young Adults in Mendocino County, Effective July 1, 2024, through June 30, 2025

**Recommended Action/Motion:**

Approve amendment to Agreement No. BOS-24-121 with Redwood Community Services, Inc. DBA Redwood Community Crisis Center in the amount of \$17,767, for a new Agreement total of not to exceed \$101,607, to provide 24/7 emergency crisis services, outreach, and engagement to children, youth, and young adults in Mendocino County, effective July 1, 2024, through June 30, 2025; authorize the Behavioral Health and Recovery Services Director or designee to sign any future amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

July 9, 2024, Item 3m), Approval of Agreement No. BOS-24-121

**Summary of Request:**

Behavioral Health and Recovery Services (BHRS) is seeking approval of the proposed retroactive Agreement with Redwood Community Services, Inc. DBA Redwood Community Crisis Center (RC3) to provide 24/7 crisis response, outreach, and engagement to children, youth, and young adults in Mendocino County who are experiencing crisis episodes. When applicable, services are funded through Medi-Cal and/or the Mental Health Services Act Community Services and Supports. Many times, youth may be uninsured, and unable to apply for Medi-Cal due to immigration issues, etc. Through the proposed Agreement, RC3 will serve qualified youth, including Transitional Aged Youth (TAY) up to their 25th birthday, and youth with First Episode Psychosis (FEP), regardless of ability to pay.

Through this Agreement, RC3 will offer crisis services to 100% of clients at assessment with a focus on stabilization and linkage to providers within the community, and will provide 24/7 crisis response, crisis assessment and stabilization services to all FEP clients in a timely manner throughout all of Mendocino County. Additionally, RC3 will provide 60 days of in-house rehabilitation and therapeutic services to FEP crisis clients, and referrals and/or linkages to appropriate community resources for long-term, post-crisis stabilization to FEP clients who consent.

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**Item #: 30)**

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The proposed amendment to Agreement No. BOS-24-121 will allow to RC3 to continue to provide 24/7 emergency crisis services, outreach, and engagement to children, youth, and young adults in Mendocino County. Once the proposed amendment is executed, it will be effective for the full term of the Agreement from July 1, 2024 to June 30, 2025.

**Alternative Action/Motion:**

Return to staff for alternative handling

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** MHBG SAMHSA

**current f/y cost:** \$101,607

**budget clarification:** Yes

**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:** 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: April 9, 2025

Final Status: **Approved**

Executed Item Type: Agreement

Number: 24-121-A1



BOS AGREEMENT NO. **24-121-A1**

AMENDMENT #1

Original Agreement	BOS-24-121
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**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS-24-121**

This Amendment to Agreement No. BOS-24-121 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **REDWOOD COMMUNITY SERVICES, INC. DBA REDWOOD COMMUNITY CRISIS CENTER**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-121 was entered into on July 1, 2024 (the "Initial Agreement"); and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$17,767 from \$83,840 to \$101,607; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms, removing specific wages for the Community Liaison and the Regional Support Team Members.


NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by \$17,767 from \$83,840 to \$101,607.
2. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B is attached herein.

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

**IN WITNESS WHEREOF**


**DEPARTMENT FISCAL REVIEW:**

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

Date: 3/19/25

Budgeted: Yes  
Budget Unit: 4050  
Line Item: 86-2189  
Org/Object Code: MHAS92  
Grant: Yes  
Grant No.: 93.958


**COUNTY OF MENDOCINO**

By:   
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 04/08/2025

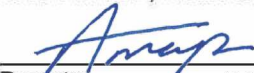
**ATTEST:**

DARCIE ANTLE, Clerk of said Board


By:   
Deputy 04/08/2025

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 04/08/2025

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 02/20/2025

**CONTRACTOR/COMPANY NAME**

By:   
Victoria Kelly, Chief Executive Officer

Date: 3/10/2025

**NAME AND ADDRESS OF CONTRACTOR:**

REDWOOD COMMUNITY SERVICES, INC.  
DBA Redwood Community Crisis Center  
631 South Orchard Ave.  
Ukiah, CA 95482  
707-467-2010  
kellyv@redwoodcommunityservices.org

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By:   
COUNTY COUNSEL

Date: 02/20/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

Date: 02/20/2025

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

**Exception to Bid Process Required/Completed** ☒ EB-23-113

**Mendocino County Business License:** Valid ☐

**Exempt Pursuant to MCC Section:** Located within city limits in Mendocino County



## EXHIBIT B

### PAYMENT TERMS

- I. Payments for this Agreement are contingent upon the COUNTY being awarded the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant by the Department of Health Care Services (DHCS) for Fiscal Year 24-25.
- II. COUNTY shall act only as the fiscal intermediary between CONTRACTOR and DHCS for any SAMHSA fund payments. Payments for all services provided pursuant to this Agreement are contingent upon the award and continued availability of SAMHSA funds granted to COUNTY by DHCS. Should funding be denied, reduced, or terminated by DHCS, COUNTY may require the reduction of service levels, other program adjustments, and/or cancellation of this Agreement without incurring legal liability.
- III. In the event that funds provided under this Agreement are expended prior to the end of the contract period, CONTRACTOR shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from COUNTY.
- IV. CONTRACTOR shall submit a monthly claim to the COUNTY identifying billing and/or performance period covered by the invoice. Invoices will be itemized using the Sample Invoice included in this Agreement (Attachment 2).
  - A. Contractor shall document all time spent on Mental Health Block Grant (MHBG) specific services or functions, which will be reflected on a timesheet.
- V. CONTRACTOR shall provide a copy of all required receipts for eligible travel expenses to be submitted with the Sample Invoice to the COUNTY for reimbursement.
- VI. Billing for services is expected to be completed on a monthly basis and must occur within sixty (60) days of service provision. Billings for services beyond the sixty (60) day period will not be honored. Billing to the COUNTY must be for services provided that meet COUNTY requirements for SAMHSA funds. Invoices shall be submitted on a COUNTY approved form (Attachment 2) with content detailing charges. All invoices shall clearly reflect and, in reasonable detail, give information regarding the services invoiced. The June invoice must be submitted prior to July 14, 2025. Invoices will not be paid by COUNTY unless and until it is awarded the SAMHSA Grant by DHCS for Fiscal Year 24-25.
- VII. A final undisputed invoice shall be submitted for payment no more than twenty (20) calendar days following the expiration or termination date of this Agreement. Said invoice shall be clearly marked "Final Invoice", thus indicating that all payment

obligations of COUNTY under this Agreement have ceased and no further payments are due or outstanding.

VIII. CONTRACTOR agrees overpayments based on an audit finding and/or an audit finding appealed and upheld will be recouped by COUNTY. Said repayment to COUNTY from CONTRACTOR will be due and payable no later than thirty (30) days from said upheld finding.

IX. Monthly invoices and summary of services shall be sent to:

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

X. Payments under this Agreement shall not exceed One Hundred One Thousand Six Hundred Seven Dollars (\$101,607) for the term of this Agreement.

[END OF PAYMENT TERMS]



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3p)**

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**To: BOARD OF SUPERVISORS**

**From:** County Counsel and and Assessor/Clerk-Recorder

**Meeting Date:** April 8, 2025

**Department Contact:** Brina Blanton

**Phone:** 707-234-6885

**Department Contact:** Katrina Bartolomie

**Phone:** 707-234-6819

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of an Ordinance Repealing Chapters 5.12 and 5.14 of Title 5 of the Mendocino County Code Pertaining to Damage and Calamity Reassessment and Replacing with Chapter 5.12 Pertaining to Damage or Calamity Reassessment

**Recommended Action/Motion:**

Adopt an Ordinance repealing Chapters 5.12 and 5.14 of Title 5 of the Mendocino County Code pertaining to damage and calamity reassessment and replacing with Chapter 5.12 pertaining to damage or calamity reassessment; and authorize the Chair to sign same.

**Previous Board/Board Committee Actions:**

Chapter 5.12 of Title 5 of the Mendocino County Code was adopted by this Board in 1974 (Ord. No. 1265). Chapter 5.14 of Title 5 of the Mendocino County Code was first adopted by this Board in 1978, (Ord. No. 2079), and was then repealed and amended, also in 1978 (Ord. 2098). On March 25, 2025, the Board of Supervisors Introduced and Waived the first reading of the Ordinance.

**Summary of Request:**

Currently, the Assessor's Office processes requests for reassessment based on damage to property occurring as the result of a major disaster or individual calamity or misfortune. The County's existing codes regarding such reassessments are based on State statutes now repealed. In the most recent Assessment Practices Survey conducted by the California Board of Equalization for Mendocino County, it was recommended that Mendocino County update its damage reassessment ordinance to conform to current State law.

The proposed ordinance would update the Mendocino County Code to conform with current California statute. The proposed ordinance would not result in a change to the practices of the Assessor's Office.

**Alternative Action/Motion:**

Do not adopt the ordinance and provide direction to staff.

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

**Supervisory District:** All

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**Item #: 3p)**

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**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:** 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:** April 9, 2025

**Final Status:** **Adopted**

**Executed Item Type:** Ordinance

**Number:** 4545



## **ORDINANCE NO. 4545**

### **ORDINANCE REPEALING CHAPTER 5.14 OF TITLE 5 OF THE MENDOCINO COUNTY CODE PERTAINING TO DAMAGE AND CALAMITY REASSESSMENT AND AMENDING IN ITS ENTIRETY CHAPTER 5.12 PERTAINING TO DAMAGE OR CALAMITY REASSESSMENT**

The Board of Supervisors of the County of Mendocino ordains as follows:

#### **SECTION I**

Chapter 5.14 of Title 5 of the Mendocino County Code is repealed in its entirety.

#### **SECTION II**

Chapter 5.12 of to Title 5 of the Mendocino County Code is amended in its entirety to read as follows:

#### **CHAPTER 5.12 DAMAGE REASSESSMENT**

##### **Sec. 5.12.010 - Authorization.**

This Chapter is enacted pursuant to California Revenue and Taxation Code, Section 170.

##### **Sec. 5.12.020 – Application.**

Every assessee of any taxable property, or any person liable for taxes thereon, whose property was damaged or destroyed by misfortune or calamity without his or her fault, whether by major disaster or individual misfortune, may apply for reassessment of that property as provided in section 170 of the California Revenue and Taxation Code.

To be eligible for reassessment the damage or destruction to the property shall have been caused by any of the following:

(a) A major misfortune or calamity in an area or region subsequently proclaimed by the Governor to be in a state of disaster;

(b) A misfortune or calamity; or

(c) A misfortune or calamity that, with respect to a possessory interest in land owned by the state or federal government, has caused the permit or other right to enter upon the land to be suspended or restricted.



**Sec. 5.12.030 – Filing Requirements.**

The application for reassessment must be filed by delivering to the Mendocino County Assessor's office a written application requesting reassessment as required in section 170, within twelve months of the misfortune or calamity.


The assessor may initiate the reassessment where the assessor determines that within the preceding twelve months taxable property located in the county was damaged or destroyed.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Mendocino, State of California, on this 8<sup>th</sup> day of April, 2025, by the following roll call vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

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

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

BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

## **ORDINANCE NO. 4545**

### **ORDINANCE REPEALING CHAPTER 5.14 OF TITLE 5 OF THE MENDOCINO COUNTY CODE PERTAINING TO DAMAGE AND CALAMITY REASSESSMENT AND AMENDING IN ITS ENTIRETY CHAPTER 5.12 PERTAINING TO DAMAGE OR CALAMITY REASSESSMENT**

The Board of Supervisors of the County of Mendocino ordains as follows:

#### **SECTION I**

Chapter 5.14 of Title 5 of the Mendocino County Code is repealed in its entirety.

#### **SECTION II**

Chapter 5.12 of to Title 5 of the Mendocino County Code is amended in its entirety to read as follows:

#### **CHAPTER 5.12 DAMAGE REASSESSMENT**

##### **Sec. 5.12.010 - Authorization.**

This Chapter is enacted pursuant to California Revenue and Taxation Code, Section 170.

##### **Sec. 5.12.020 – Application.**

Every assessee of any taxable property, or any person liable for taxes thereon, whose property was damaged or destroyed by misfortune or calamity without his or her fault, whether by major disaster or individual misfortune, may apply for reassessment of that property as provided in section 170 of the California Revenue and Taxation Code.

To be eligible for reassessment the damage or destruction to the property shall have been caused by any of the following:

(a) A major misfortune or calamity in an area or region subsequently proclaimed by the Governor to be in a state of disaster;

(b) A misfortune or calamity; or

(c) A misfortune or calamity that, with respect to a possessory interest in land owned by the state or federal government, has caused the permit or other right to enter upon the land to be suspended or restricted.

**Sec. 5.12.030 – Filing Requirements.**

The application for reassessment must be filed by delivering to the Mendocino County Assessor's office a written application requesting reassessment as required in section 170, within twelve months of the misfortune or calamity.

The assessor may initiate the reassessment where the assessor determines that within the preceding twelve months taxable property located in the county was damaged or destroyed.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Mendocino, State of California, on this 8<sup>th</sup> day of April, 2025, by the following roll call vote:

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

\_\_\_\_\_  
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

## **SUMMARY OF PROPOSED ORDINANCE**

### **ORDINANCE REPEALING CHAPTER 5.14 OF TITLE 5 OF THE MENDOCINO COUNTY CODE PERTAINING TO DAMAGE AND CALAMITY REASSESSMENT AND AMENDING IN ITS ENTIRETY CHAPTER 5.12 PERTAINING TO DAMAGE OR CALAMITY REASSESSMENT**

This ordinance updates the Mendocino County Code provisions regarding damage and calamity reassessment to conform with current state law.

The proposed ordinance is scheduled for adoption on April 8, 2025.

A complete copy of the ordinance is on file with the Clerk of the Board of Supervisors and is available for inspection and copying in accordance with the Public Records Act. Additionally, a complete copy of the ordinance may be viewed online at:

<https://www.mendocinocounty.gov/government/board-of-supervisors/county-code>.

DARCIE ANTLE  
Clerk of the Board



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3q)**

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**To: BOARD OF SUPERVISORS**

**From:** District Attorney

**Meeting Date:** April 8, 2025

**Department Contact:** David Eyster

**Phone:** 707-463-4211

**Department Contact:** Kathryn Cavness

**Phone:** 707-463-4194

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Proclamation Recognizing the Week of April 6-12, 2025, as Crime Victims' Rights Week in Mendocino County

**Recommended Action/Motion:**

Adopt Proclamation recognizing the week of April 6-12, 2025, as Crime Victims' Rights Week in Mendocino County; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The Board of Supervisors adopted the Proclamation for Crime Victims' Rights Week for April 21-27, 2024, on April 23, 2024.

**Summary of Request:**

Annually, for the past 32 years the Mendocino County Board of Supervisors, at the request of the District Attorney and the Victim Witness Assistance Program, has joined together for a Proclamation designating a week during April as Crime Victims' Rights Week. This year Crime Victims' Rights Week is from April 6 through April 12, 2025. The Proclamation recognizes the traumatic intrusion of crime, on crime victims' lives and the need to protect the rights of crime victims. The Proclamation acknowledges the necessity for the existence of Crime Victims' Assistance Programs. The Mendocino County District Attorney's Victim Witness Assistance Program provides victims' services to crime victims throughout the County of Mendocino.

**Alternative Action/Motion:**

Return the agenda to staff for further direction/modification.

**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 #: 3q)**

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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: 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: April 9, 2025



# PROCLAMATION

## OF THE

### MENDOCINO COUNTY BOARD OF SUPERVISORS

#### RECOGNIZING APRIL 6-12, 2025, AS CRIME VICTIMS' RIGHTS WEEK

**WHEREAS**, crime affects individuals, families, and communities in profound and varied ways, often leaving lasting physical, emotional, and social challenges; and

**WHEREAS**, the concept of kinship underscores the connections that build bridges to support, services, and shared strength among survivors, advocates, and communities; and

**WHEREAS**, kinship is the foundation of victim advocacy, inspiring trauma-informed care that meets survivors where they are; and

**WHEREAS**, through kinship, we build peer networks and community alliances that empower survivors, foster resilience, and offer pathways to healing; and

**WHEREAS**, KINSHIP reminds us of the strength that comes from connection, the importance of listening to every voice, and the power we have to create lasting change when we work together; and

**WHEREAS**, this proclamation reaffirms our dedication to building connections, standing in kinship with survivors, and creating a future where healing and hope are within reach for everyone; and

**WHEREAS**, National Crime Victims' Rights Week encourages all people to ask themselves the question, "How would you help a victim of crime?"; and

**WHEREAS**, Mendocino County is hereby dedicated to raising awareness of options, services, and hope for crime survivors.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Mendocino, hereby proclaims the week of April 6-12, 2025, as:

"Crime Victims' Rights Week"

Dated:

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John Haschak, Chair



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3r)**

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**To: BOARD OF SUPERVISORS**

**From:** Human Resources

**Meeting Date:** April 8, 2025

**Department Contact:** Cherie Johnson  
**Department Contact:** Denise Bartolomei

**Phone:** 707-234-6600  
**Phone:** 707-234-6600

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Adopting the New Classification of Senior Program Manager - Family and Children's Services, Amending the Position Allocation Table as Follows: Budget Unit 5010 - Title Change From Senior Program Manager - Children's, Salary Grade 4481, to Senior Program Manager - Family and Children's Services; and Title Change to Affected Incumbents

**Recommended Action/Motion:**

Adopt Resolution adopting the new classification of Senior Program Manager - Family and Children's Services, amending the Position Allocation Table as follows: budget unit 5010 - title change from Senior Program Manager - Children's, salary grade 4481, to Senior Program Manager - Family and Children's Services; and title change to affected incumbents; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On March 10, 2020, the Board of Supervisors adopted the classification title and salary for Senior Program Manager - Children's, Resolution No. 20-026. On June 23, 2024, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2024-2025 Budget, Resolution Number 24-098.

**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.

In March 2020, the Board of Supervisors approved the classification title and salary for Senior Program Manager - Children's. While the broader Senior Program Manager classification existed, this action addressed the unique requirements for positions in Family and Children's Services within Social Services (formerly part of Health & Human Services Agency). The positions required specialized experience in the field and a master's degree in an appropriate discipline, such as Social or Behavioral Science. The creation of the Senior Program Manager - Children's title and corresponding salary was intended to recognize these qualifications and differentiate compensation from other Senior Program Managers assigned to different program areas.

At the request of the Department of Social Services, Human Resources created a new classification of Senior Program Manager - Family and Children's Services using the existing Senior Program Manager classification.

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**Item #: 3r)**

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Minor modifications were made to incorporate language specific to the Division of Family and Children's Services, reorganized duties and essential functions based on priority, merged overlapping tasks for clarity, and revised minimum qualifications to allow for candidates to qualify through education and experience or relevant experience alone. The Civil Service Commission approved the new classification on March 19, 2025.

**Alternative Action/Motion:**

Do not adopt recommendation and direct staff.

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

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** Budget Unit 5010

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

**budget clarification:** No change to the department budget.

**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: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Agreement

Number: 25-058



## RESOLUTION NO. 25-058

### 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. 24-098 which sets forth the classifications, salaries and number of personnel in various County departments; and

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

WHEREAS, the affected departments or agencies have agreed to incorporate the positions with their existing fiscal year budgets; and

WHEREAS, the Civil Service Commission at its March 19, 2025 public meeting, approved one (1) new classification of Senior Program manager – Family and Children’s Services.

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

ACTION	CLASSIFICATION TITLE	SALARY NUMBER	BARGAINING UNIT	BIWEEKLY SALARY (Reflects Full-Time Salary)
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#### **Adopt Title Change as follows:**

##### **Budget Unit 5010**

From:	Senior Program Manager – Children’s	4481	Management	No Change
To:	Senior Program Manager – Family & Children’s Services	4481	Management	No Change

*The effective date of this Resolution shall be April 13, 2025, to coincide with the beginning of Pay Period 09-25.*

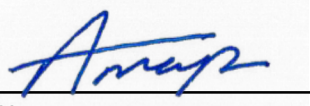


The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 2025, by the following vote:

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. 25-058

### 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. 24-098 which sets forth the classifications, salaries and number of personnel in various County departments; and

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

WHEREAS, the affected departments or agencies have agreed to incorporate the positions with their existing fiscal year budgets; and

WHEREAS, the Civil Service Commission at its March 19, 2025 public meeting, approved one (1) new classification of Senior Program manager – Family and Children’s Services.

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

ACTION	CLASSIFICATION TITLE	SALARY NUMBER	BARGAINING UNIT	BIWEEKLY SALARY (Reflects Full-Time Salary)
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#### **Adopt Title Change as follows:**

##### **Budget Unit 5010**

From:	Senior Program Manager – Children’s	4481	Management	No Change
To:	Senior Program Manager – Family & Children’s Services	4481	Management	No Change

*The effective date of this Resolution shall be April 13, 2025, to coincide with the beginning of Pay Period 09-25.*

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

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JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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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

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Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3s)**

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**To: BOARD OF SUPERVISORS**

**From:** Human Resources

**Meeting Date:** April 8, 2025

**Department Contact:** Cherie Johnson

**Phone:** 707-234-6600

**Department Contact:** Brandy Dalzell

**Phone:** 707-234-6600

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Authorizing Salary Revision of Retirement Financial Investment Officer, \$90,230.40 - \$109,678.40/Annually to \$123,864.00 - \$150,571.20/Annually; Modify the Retirement Financial Investment Officer as At-Will, Unrepresented Classification and Amend the Position Allocation Table Accordingly

**Recommended Action/Motion:**

Adopt Resolution authorizing salary revision of Retirement Financial Investment Officer, \$90,230.40 - \$109,678.40/annually to \$123,864.00 - \$150,571.20 /annually; modify the Retirement Financial Investment Officer as at-will, unrepresented classification and amend the Position Allocation Table accordingly; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On June 23, 2024, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2024-2025 Budget, Resolution Number 24-098.

**Summary of Request:**

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

At the request of the Mendocino County Employee Retirement Association (MCERA), Human Resources conducted a study using comparators of other 1937 Act Counties which sets the foundation for public retirement systems in California. The proposed salary revision seeks to ensure that compensation is aligned with competitive industry standards and the increasing responsibilities of the role.

Human Resources also recommends that the Retirement Financial Investment Officer be reallocated from Mendocino County Association of Confidential Employees to become an unrepresented classification, and from Civil Service to at-will employment. In effectuate this change, the County Board of Supervisors must adopt a resolution, by majority vote, making Government Code section 31522.3 applicable this County, which authorizes the Board of Retirement to appoint positions not subject to County civil service and merit system rules. A resolution to this effect is separately agendized for this Board's action.

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**Item #: 3s)**

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Attached is the revised classification specification to support the increased duties, including supervision of other retirement staff, cash management and trading, rebalancing, and confirming the portfolio.

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.

The County has fulfilled its obligations under Myers-Milias Brown Act (MMBA) with the affected bargaining unit.

**Alternative Action/Motion:**

Do not adopt recommendation and direct staff.

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

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** Budget Unit 1920

**current f/y cost:** \$13,369 *(includes cost of benefits)*

**budget clarification:** Department to work with Fiscal.

**annual recurring cost:** \$255,971 *(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: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-059





## RESOLUTION NO. 25-059

### 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. 24-098 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 Retirement Financial Investment Officer be modified as At-Will, Unrepresented; and

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

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

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
<b>Revise Pay Range &amp; Bargaining Unit</b>				
From:	Retirement Financial Investment Officer	3809	404 - CONF	\$43.38 - \$52.73
To:	Retirement Financial Investment Officer	5955	631 - UNREP	\$59.55 - \$72.39

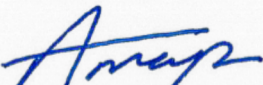
*The effective date of this Resolution shall be April 13, 2025, to coincide with the beginning of Pay Period 09-25.*

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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. 25-059

### 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. 24-098 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 Retirement Financial Investment Officer be modified as At-Will, Unrepresented; and

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

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

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
<b>Revise Pay Range &amp; Bargaining Unit</b>				
From:	Retirement Financial Investment Officer	3809	404 - CONF	\$43.38 - \$52.73
To:	Retirement Financial Investment Officer	5955	631 - UNREP	\$59.55 - \$72.39

*The effective date of this Resolution shall be April 13, 2025, to coincide with the beginning of Pay Period 09-25.*

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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



## Retirement Financial Investment Officer Classification Specification

### **JOB SUMMARY:**

Under direction of the Executive Director, performs highly complex investment, financial, and accounting work in support of Mendocino County Employees' Retirement Association (MCERA) in accordance with the County Employees' Retirement Law of 1937 (CERL, or 1937 Act); prepares monthly financial statements and annual reports, monitors investments, recommends cash and investment strategies, performs annual year-end closing functions and financial statements, coordinates with independent financial auditor and actuary; performs other responsible fiscal, budgetary and administrative work as required.

### **DISTINGUISHING CHARACTERISTICS:**

The Retirement Financial Investment Officer is a single incumbent class responsible for the accounting and financial systems and for assisting the Executive Director in monitoring, reviewing, analyzing and problem-solving matters related to the management and allocation of MCERA's assets and investments. The incumbent is delegated considerable authority over MCERA's contractual and financial matters and is expected to exercise a high degree of sound judgement and integrity. This class is distinguished from the MCERA Executive Director in that the latter is responsible for the overall function of MCERA. This class is distinguished from the Retirement Specialist and Retirement Analyst classifications by its responsibility to perform highly complex duties related to the investment and financial aspects of MCERA. This class differs from other County Accounting and Auditor classes by virtue of its responsibility for the specialized pension accounting and investment functions which comprise the independent County Retirement system operating under the County Employees' Retirement Law of 1937.

### **SUPERVISION EXERCISED:**

Direct supervision of accounting staff with responsibility for training and technical oversight of the work of staff. May supervise Retirement staff in the absence of the Executive Director.

### **EXAMPLES OF DUTIES AND ESSENTIAL JOB FUNCTIONS:**

*Duties may include but are not limited to the following:*

- Assist the Executive Director with asset allocation rebalancing, updates to investment policies and objectives and the periodic review and monitoring of asset classes, sub-asset classes and investment manager risk; monitors and reports on changes in capital markets, earnings, fees and legal requirements related to MCERA's investment matters.
- Monitor and analyze the performance of MCERA's investments in public and private markets; analyze cash flow and oversee schedule of funds available for operational and investment purposes, make recommendations regarding investments and assets.
- Prepare monthly financial statements, monitor investments, review and reconcile investment statements, reconcile employee reserve accounts, recommend cash and investment management strategies.
- Prepare annual financial statements and coordinate with independent financial auditor and actuary in the development of Audited Financial Statements and Actuarial Valuation and Review. Make recommendations to the Executive Director regarding recommendations in the Auditor's Management Letter.
- Prepare annual State Controller's report, Comprehensive Annual Financial Report (CAFR), Popular Annual Financial Report (PAFR) and other required reports.
- Assist the Executive Director with reporting requirements related to the Comprehensive Annual Financial Report, the annual Actuarial Valuation Report and the Quarterly Performance Report.
- Perform financial analysis and/or provide data at the request of the Executive Director or the MCERA Board.
- Assist in the design, development, recommendation and implementation of investment related operational and internal control policies and procedures in accordance with the goals and guidelines established by the MCERA Board.
- Provide primary support for investment manager searches, terminations and on-going monitoring.
- Responsible for the development, preparation and implementation of MCERA's budget; monitor expenditures; balance and reconcile budget; maintain budget and fiscal records throughout the fiscal year; produce quarterly budget update reports for MCERA board.

- Assist in the development and administration of Requests for Proposals and contracts for services related to custodian banks, investment consultants, auditors, and other service providers.
- Interpret and apply complex statutory and regulatory provisions relating to the Retirement Association including the 1937 Act Retirement System Laws.
- Maintain confidential information in accordance with legal standards and /or County policy and regulations.
- May act on behalf of, or perform some duties of, the Executive Director in the Director's absence when assigned.
- Performs other related duties as assigned.

**MATERIAL AND EQUIPMENT USED:**

- General Office Equipment

**MINIMUM QUALIFICATIONS REQUIRED**

**Education and Experience:**

Possession of a Baccalaureate degree from an accredited college or university with a major in Business, Public Administration, Accounting or Finance, or closely related field; and four (4) years of progressively responsible professional level accounting or auditing, and financial/investment experience, preferably in a California government agency retirement system. A Master's degree in a field as stated above may be substituted for one (1) year of experience.

Substitution (Additional qualifying experience may be substituted for up to two (2) years of the required education.): Associate degree from an accredited college or university with a major in Business, Public Administration, Accounting or Finance, or closely related field; and six (6) years of progressively responsible professional level accounting or auditing and financial/investment experience in a 1937 Act or similar public retirement system.

**Licenses and Certifications:**

Valid Driver's License is preferred but not required. Some positions in this classification may require possession of a valid California driver's license or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

CPA or Charter Financial Analyst (CFA) preferred

**KNOWLEDGE, SKILLS, AND ABILITIES**

**Knowledge of:**

- County Employees' Retirement Law of 1937 (CERL), principles and operations of retirement systems and related laws.
- Governmental Accounting Standards Board (GASB) Statements, Interpretations, Technical Bulletins and Concept Statements.
- Governmental accounting practices, actuarial principles and accounting standards related to pension systems.
- Investment categories and transactions, asset allocation and financial management procedures and practices.
- Modern portfolio theory and application.
- Risk monitoring and management methods and techniques.
- Analytical techniques commonly used in the management of equity and fixed income portfolios.
- Economic and market conditions and trends and their effect on short- and long-term investment strategies.
- Administrative principles and practices including goal setting and implementation.
- Modern principles, practices and legislative trends relative to County government and government officials.
- Laws, policies, and procedures applicable to assigned work.
- Record keeping, report preparation, filing methods and records management techniques.
- Computer applications, hardware, and other general office equipment related to the performance of the job.



**Skill in:**

- Performing complex financial and investment research regarding investment vehicles and contracts.
- Developing, recommending and implementing public pension system investment system strategies.
- Monitoring and adapting effectively to changing market conditions.
- Enacting timely and effective investment decisions.
- Coordinating and monitoring the work of external investment managers.
- Preparing clear and concise comprehensive reports, summaries, abstracts, correspondence and other documentation.
- Establishing and maintaining effective working relationships with MCERA's investment managers, investment counsel and investment consultants.
- Time management and project prioritization.
- Researching, compiling, analyzing, and summarizing a variety of complex financial and statistical data.
- Preparing clear and concise financial and statistical reports, correspondence and other written materials.
- Communicating clearly and effectively, both orally and in writing.

**Mental and Physical Abilities:**

- Read, understand and interpret laws, regulations, personnel policies, memoranda of understanding, medical and legal terminology, and changes to the County Employees Retirement Law of 1937 (CERL) that affect the pension payroll system.
- Recognize and maintain confidentiality of information in compliance with County regulations and the County Employees Retirement Law of 1937 (CERL).
- Understand and assess the quality, accuracy and reliability of manager and consultant reports and the application of such data.
- Formulate and make recommendations on investment policies and strategies.
- Analyze data, interpret policies, procedures and regulations, and develop appropriate conclusions.
- Set up, maintain and verify complex, financial accounting systems.
- Prepare and present reports on portfolio performance and investment activity.
- Establish and maintain effective working relationships with all work-required contacts and the general public.
- Write clear, concise and accurate reports and correspondence.
- Maintain accurate and complete retirement records.
- Speak effectively before individuals and/or groups.
- Use electronic information equipment and specific systems utilized in retirement and enter data accurately.
- While performing the essential functions of this job, the incumbent is regularly required to: stand, walk; sit; use hands to finger, handle, or feel objects; reach with hands and arms; speak and hear; and push, pull, move, or lift above and below the neck objects weighing up to 20 pounds.

**Working Conditions:**

Work is performed in a normal office environment with little exposure to outdoor temperatures or dirt and dust.

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.

**ADDITIONAL INFORMATION:**

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.

CLASS TITLE: Retirement Financial Investment Officer  
CLASS CODE: 0190  
DEPARTMENT: Retirement  
REPORTS TO: Executive Director  
FLSA STATUS: E  
CIVIL SERVICE: At-Will  
BARGAINING UNIT: Unrep  
ADOPTED: 7/12; Rev: 04/21; 06/21; 04/25

History Notes:



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3t)**

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**To: BOARD OF SUPERVISORS**

**From:** Information Technology

**Meeting Date:** April 8, 2025

**Department Contact:** Tony Rakes

**Phone:** 707-234-6348

**Department Contact:** Katrina Bartolomie

**Phone:** 707-234-6822

**Item Type:** Consent Agenda

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

**Agenda Title:**

Approval of Twelfth Amendment to BOS Agreement No. 15-056 with Manatron Inc./Aumentum in the Amount of \$60,500, for a New Total of \$3,780,015 for Letter of Authorization (LOA) 205 for additional Professional Consulting Services and Ongoing Maintenance of the County-Wide Property Tax Software System

**Recommended Action/Motion:**

Approve twelfth amendment to BOS Agreement No. 15-056 with Manatron Inc./Aumentum in the amount of \$60,500, for a new total of \$3,780,015 for letter of authorization (LOA) 205 for additional professional consulting services and ongoing maintenance of the County-Wide property tax software system; and authorize the Chief Executive Officer or designee to sign any future amendments to the Agreement that do not exceed the maximum amount; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

In June 2013, the Board of Supervisors adopted a five-year Capital Improvement Plan (CIP) which included the replacement of the County's property tax software system. On June 9, 2015, the Board of Supervisors approved the master agreement in the amount of \$1,701,429 for the acquisition of county-wide property tax software system. The Board of Supervisors subsequently approved six amendments between March 2017 and July 2024 totaling \$1,962,095.

**Summary of Request:**

In 2013, the County initiated the Request for Proposal (RFP) for replacement of the county-wide property tax software system. The system was obsolete and represented a significant risk of catastrophic failure. In June 2015, the Board approved the agreement for the acquisition of county-wide property tax system in the amount of \$1,701,429. Project implementation was postponed due to many factors including delays with County of Riverside's implementation.

The County-Wide Property Tax Software System initial Go-Live was implemented in February 2021 and the project team continued with post go-live activities. Information Technology has been assisting the stakeholders and vendor in resolving discrepancies resulting from the initial data conversion that caused balancing issues that have prevented some of the standard processes from functioning correctly. In 2021, the County renegotiated the Aumentum agreement to include a large final acceptance payment. Thirty-four items were originally identified as requiring closure on the final acceptance list. This includes important items such as conversation balancing, AB8/RDA factors, and Supplementals, Corrections, and Escapes.

On January 24, 2023, the Board of supervisor approved Letter of Authorization (LOA) 203 for additional

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**Item #: 3t)**

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professional consulting services hours to work through challenges associated with configuration assistance, process and tools support, production data entry, and system optimization. On March 12, 2024 a retroactive amendment was approved, amending LOA 203 and authorizing billing rate changes effective January 25, 2024, through December 31, 2024. Ongoing maintenance terms were defined in the master agreement and subsequent amendments. On July 23, 2024, an amendment was approved for the increase of \$748,971 for ongoing maintenance of the property tax software system and extending the term through January 2026. An agreement increase of \$60,050 is recommended for Letter of Authorization (LOA) 205 for additional professional consulting services that will support ongoing initiatives in the Auditor's Office, the Assessor's Office, and the Tax Collector's Office.

**Alternative Action/Motion:**

Do not approve and provide alternate direction to staff.

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

**Supervisory District:** All

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** IT Reserve BU 0717

**current f/y cost:** \$60,500 estimated LOA205 balance plus annual maintenance

**budget clarification:** Current F/Y cost is an estimate only based on available project funds. Project costs are allocated in the IT Reserve funds. Ongoing maintenance identified in the master agreement is budgeted at the department level annually through the County budget process.

**annual recurring cost:** Varies (Estimated annual support identified in master agreement /yr.)

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

**revenue agreement:** No

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

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

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 9, 2025

Final Status: **Approved**

Executed Item Type: Interim Agreement

Number: \*15-056-A9



## AMENDMENT 12

Original Agreement	BOS-15-056
(A1) Amendment 1	BOS-15-056-A1
(A2) Change Order 1	None Assigned
(A3) Amendment 2	BOS-15-056-A2
(A4) Change Order 2	PA-21-131
(A5) Amendment 3	BOS-15-056-A3
(A6) Amendment 4	BOS-15-056-A4
(A7) Change Order 3	PA-21-261
(A8) Amendment 5	BOS-15-056-A5
(A9) Amendment 6	BOS-15-056-A6
(A10) Amendment 7	BOS-15-056-A7
(A11) Amendment 8	BOS-15-056-A8

**TWELFTH AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS-15-056**

This twelfth Amendment to Agreement No. BOS-15-056 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech")**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-15-056 was entered into on June 9, 2015 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-15-056 was entered into on March 21, 2017 (the "First Contract Amendment") increasing the total amount by \$97,523 for a new total of \$1,798,952; and

WHEREAS, First Change Order to Agreement No. BOS-15-056 was entered into on April 24, 2020 (the "Second Contract Amendment") for CA2014.002.01-CR001 with no changes to contract total of \$1,798,92; and

WHEREAS, Second Amendment to Agreement No. BOS-15-056 was entered into on October 9, 2020 (the "Third Contract Amendment") increasing the total amount by \$693,846 for a new total of \$2,492,798; and

WHEREAS, Second Change Order to Agreement No. BOS-15-056 was entered into on February 17, 2021 (the "Fourth Contract Amendment") for CA2014.002.01-CR011, increasing the total amount by \$41,746 for a new total of \$2,534,544; and

WHEREAS, Third Amendment to Agreement No. BOS-15-056 was entered into on May 5, 2021 (the "Fifth Contract Amendment") increasing the total amount by \$12,000 for a new total of \$2,546,544; and

WHEREAS, Fourth Amendment to Agreement No. BOS-15-056 was entered into on June 22, 2021 (the "Sixth Contract Amendment") increasing the total amount by \$74,000 for a new total of \$2,620,544; and

WHEREAS, Third Change Order to Agreement No. BOS-15-056 was entered into on September 24, 2021 (the "Seventh Contract Amendment") with no changes to contract total of \$2,620,544; and

WHEREAS, Fifth Amendment to Agreement No. BOS-15-056 was entered into on May 17, 2022 (the "Eighth Contract Amendment") increasing the total amount by \$100,000 for a new total of \$2,720,544; and

WHEREAS, Sixth Amendment to Agreement No. BOS-15-056 was entered into on January 24, 2023 (the "Ninth Contract Amendment") increasing the total amount by \$250,000 for a new total of \$2,970,544; and

WHEREAS, Seventh Amendment to Agreement No. BOS-15-056 was entered into on March 12, 2024 (the "Tenth Contract Amendment") with no changes to contract total of \$2,970,544; and

WHEREAS, Eight Amendment to Agreement No. BOS-15-056 was entered into on July 23, 2024 (the "Eleventh Contract Amendment") increasing the total contract amount by \$748,971 for a new total of \$3,719,515, and extending the termination date from June 30, 2025 to January 31, 2026; and

WHEREAS, the Initial Agreement and all subsequent amendments and change orders are referred to as the Agreement; and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$60,500 from \$3,719,515 to \$3,780,015 for the purposes provided and pursuant to the Letter of Authorization, CA2014.002.LOA205, attached to this Amendment.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$60,500 from \$3,719,515 to \$3,780,015.
2. Exhibit B, Payment Terms, is hereby amended to include the hourly fees included in the Letter of Authorization attached to this Amendment as Attachment 1.

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: 03/13/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239 – Proj. IT038

Org/Object Code: ITPR/862239/IT038

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

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

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 04/08/2025

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 04/08/2025

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 03/13/2025

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
SIGNATURE

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

NAME AND ADDRESS OF CONTRACTOR:

Manatron, Inc. (Aumentum Technologies)  
510 E. Milham Avenue  
Portage, Michigan 49002

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: 03/13/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 03/13/2025

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: \_\_\_\_\_



## LETTER OF AUTHORIZATION

### CA2014.002.01-LOA205

February 11, 2025

Tony Rakes  
Deputy CEO, Mendocino County  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482-3734

Dear Tony:

This Letter of Authorization ("LOA") will confirm Mendocino County's request for the following professional services at the price(s) indicated. This LOA will be an addendum to the current Master Agreement No. CA2014.002 between Mendocino County (the "Customer") and Manatron, Inc. ("Aumentum Technologies", "Aumentum Tech", or "Contractor"). All the terms and conditions of that agreement will pertain.

#### PROFESSIONAL SERVICES

Description	Hourly Fees	Estimated Hours	Estimated Budget
Professional Services Consulting – Billed as Used - January 1, 2025 thru December 31, 2025	\$250.00	242	\$60,500.00

Approval of this LOA will allow Aumentum Tech to perform the services herein. Upon approval and signing, please return this letter to Aumentum Technologies via the following method:

- Email a scanned image of the signed LOA to [Chance.Campbell@AumentumTech.com](mailto:Chance.Campbell@AumentumTech.com)

#### LOA ACCEPTANCE (offer expiry 4/30/2025)

Mendocino County, CA	Aumentum Technologies
Signature:	Signature:
Printed name:	Printed name:
Title:	Title:
Date:	Date:

Pricing and estimated delivery dates are valid thru the offer expiration date above. If this LOA has not been approved in writing by the Customer within the timeline, Aumentum Technologies reserves the right to re-estimate the scope, timeline, and pricing.

**Payment Terms:** Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. All on site travel will be mutually agreed upon prior to making any travel arrangements. Contractor travel will require a 15-day advance booking, per corporate policy. Travel expenses include travel time at a minimum amount of 8 hours per round trip per Contractor Staff (billed at \$85 an hour or then current rates). All invoices are due upon receipt.

### Terms of LOA

- Terms of this LOA expire December 31, 2025, after which then current rates apply.

### Description of Agreement

The Customer is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency and converted records processing through the performance of key business processes and other consulting support.

The Customer and Aumentum Tech agree to the following:

- Aumentum Tech will provide billable consulting services to the Customer in support of key business processes and other consulting support.
- Work will be performed at the hourly consulting rate listed above.
- Work can include (but not limited to) refresher training, tools support, process support, process re-engineering, production data entry, configuration assistance, system optimization or other health checks.
- Aumentum Tech will provide a separate sample menu of services. This is not intended to be a complete list but can be used as a guide to the types of services that are available.
  - As the users become more comfortable with Aumentum, the Customer can also consider booking a specific period of time to have a consultant help refine business processes, show best practices, or provide other general support.
- All consulting services are billed as used and the scheduling is dependent on staff availability.
  - This LOA is assumed not to exceed the budget listed above – estimates provided are for budgetary purposes only and final pricing is depending on actual hours used.
  - Once the maximum budgeted hours in this LOA have been used or expired, a new LOA will be needed for any additional hours requested, and should the Customer decide, may occur into future years as an ongoing service.
- The Customer will request consulting assistance prior to the work starting.
  - Aumentum Tech will provide separate written instructions of how to request assistance once the LOA has been approved.
  - Aumentum Tech will track all requests, office, activity and status.
  - An updated report will be provided monthly or as otherwise requested.
  - Hours are assumed consulting only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a monthly Deliverable Acceptance Statement (DAS) that documents work authorized during the previous month.

### Assumptions

- Scheduling of support is dependent on staff availability. Consulting support is provided from 8:00am to 3:00pm PT. Consulting services needed for afterhours, weekends and holidays will be billed at 2x the hourly rate unless otherwise agreed in advance.
- Aumentum Tech will provide a coordinator for request authorization, scheduling, tracking, status updates and DAS submission.
- Coordination time will be added to each monthly DAS, not to exceed 1.5 hours per DAS submission.
- Agreed to budget may also be utilized for travel and will be billed separately.



## DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PROFESSIONAL SERVICES CONSULTING – (BILLED AS USED)

Service Period: \_\_\_\_\_

#### Purpose

The purpose of this form is for the Customer to provide agreement for the authorized monthly professional services consulting work.

#### Acceptance Criteria

- Aumentum Tech has performed the billable work at the authorization of the client.
  - Hours Billed for this DAS submission: \_\_\_\_\_
  - Billing Amount for this DAS: \_\_\_\_\_ (\$250.00 per hour)

This DAS was submitted on: \_\_\_\_\_

The Customer response period for this DAS is five (5) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal written response to Aumentum Technologies with detailed contractual reference for rejecting this DAS. Rejection of a DAS will result in immediate escalation and halt deliverables for further review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization the Customer will be billed upon signing this DAS.

#### Customer Approval:

☐ Approved ☐ Rejected – (provide explanation)

Mendocino County, CA	Aumentum Technologies
Signature:	Signature:
Printed name:	Printed name:
Title:	Title:
Date:	Date:

**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS 15-056**

This Amendment to Agreement No. BOS 15-056 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Manatron, Inc. ("Aumentum Technologies" or Aumentum Tech**", hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS 15-056 was entered into on June 9, 2015; and

WHEREAS, Agreement No. BOS 15-056 was amended on March 21, 2017; and

WHEREAS, Agreement No. BOS 15-056 was amended on October 6, 2020; and

WHEREAS, Agreement No. BOS 15-056 was amended on May 4, 2021; and

WHEREAS, Agreement No. BOS 15-056 was amended on June 22, 2021; and

WHEREAS, Agreement No. BOS 15-056 was amended on May 17, 2022; and

WHEREAS, Agreement No. BOS 15-056 was amended on January 24, 2023; and

WHEREAS, Agreement No. BOS 15-056 was amended on March 12, 2024; and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date set out in Agreement No. BOS 15-056, from December 31, 2024 to January 31, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total contract amount set out in Agreement No. BOS 15-056 by \$748,971 for ongoing maintenance of the County's Property Tax Software System, for a new total contract amount of \$3,663,524.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in Agreement No. BOS 15-056 is hereby extended from December 31, 2024 to January 31, 2026.
2. The total contracted amount set out in Agreement No. BOS 15-056 is hereby increased from \$2,914,553 to \$3,663,524.

All other terms and conditions of Agreement No. BOS 15-056 shall remain in full force and effect.



**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: [Signature]  
DEPARTMENT HEAD

Date: 07/17/2024

Budgeted: Yes  
Budget Unit: 0717  
Line Item: 862239-IT038  
Org/Object Code: ITPR/862239/IT038  
Grant: No  
Grant No.: N/A

**COUNTY OF MENDOCINO**

By: Maureen Mulheren  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 07/23/2024

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 07/23/2024

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

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 07/23/2024

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management

Date: 07/17/2024

**CONTRACTOR/COMPANY NAME**

By: see page 4  
SIGNATURE

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

**NAME AND ADDRESS OF CONTRACTOR:**

Manatron, Inc. (Aumentum Technologies)

510 E. Milham Avenue

Portage, Michigan 49002

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: 07/17/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 07/17/2024

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

**Exception to Bid Process Required/Completed** ☐ RFP 29-13

**Mendocino County Business License: Valid** ☐

**Exempt Pursuant to MCC Section:** Located outside Mendocino County

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: See page 3  
DEPARTMENT HEAD

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

Budgeted: Yes  
Budget Unit: 0717  
Line Item: 862239-IT038  
Org/Object Code: ITPR/862239/IT038  
Grant: No  
Grant No.: N/A

**COUNTY OF MENDOCINO**

By: See page 3  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

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

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: See page 3  
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 3  
Deputy

**INSURANCE REVIEW:**

By: See page 3  
Risk Management

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

**CONTRACTOR/COMPANY NAME**

By: *AWright*  
SIGNATURE

Date: 7.18.2024

**NAME AND ADDRESS OF CONTRACTOR:**

Manatron, Inc. (Aumentum Technologies)

510 E. Milham Avenue

Portage, Michigan 49002

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: See page 3  
COUNTY COUNSEL

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

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: See page 3  
Deputy CEO or Designee

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

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

**Exception to Bid Process Required/Completed** ☐ RFP 29-13

**Mendocino County Business License: Valid** ☐

**Exempt Pursuant to MCC Section:** Located outside Mendocino County

**SEVENTH AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. 15-056**

This seventh Amendment to Agreement No. 15-056 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Manatron, Inc. ("Aumentum Technologies" or Aumentum Tech", hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 15-056 was entered into on June 9, 2015; and

WHEREAS, BOS Agreement No. 15-056 was amended on March 21, 2017; and

WHEREAS, BOS Agreement No. 15-056 was amended on October 9, 2020; and

WHEREAS, BOS Agreement No. 15-056 was amended on May 4, 2021; and

WHEREAS, BOS Agreement No. 15-056 was amended on June 22, 2021; and

WHEREAS, BOS Agreement No. 15-056 was amended on May 17, 2022; and

WHEREAS, BOS Agreement No. 15-056 was amended on January 24, 2023; and

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

WHEREAS, it is the desire of CONTRACTOR and COUNTY amend BOS Agreement No. 15-056 for the purposes provided and pursuant to the Letter of Authorization attached to this Amendment.

NOW, THEREFORE, we agree as follows:

1. Exhibit B of BOS Agreement No. 15-056 is hereby amended to include the hourly fees included in the Letter of Authorization attached to this Amendment as Attachment 1.

All other terms and conditions of Agreement No. 15-056 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

**02/26/2024**

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239 – IT038

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By:

Date: 2.27.2024

NAME AND ADDRESS OF CONTRACTOR:

Manatron, Inc. (Aumentum Technologies)

510 E. Milham Avenue

Portage, Michigan 49002

COUNTY OF MENDOCINO

By:

Maureen Mulheren  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 03/12/2024

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

ATTEST:

DARCIE ANTLE, Clerk of said Board

By:

Antle  
Deputy

03/12/2024

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

DARCIE ANTLE, Clerk of said Board

By:

Antle  
Deputy

03/12/2024

INSURANCE REVIEW:

By:

Darcie Antle  
Risk Management

Date:

**02/26/2024**

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By:

Maureen K...  
COUNTY COUNSEL

Date:

**02/26/2024**

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

[Signature]  
Deputy CEO or Designee

Date:

**02/26/2024**

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

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





## LETTER OF AUTHORIZATION CA2014.002-LOA203 Amnd1

February 6, 2024

Tony Rakes  
Acting Deputy CEO  
Mendocino County  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482-3734

Dear Tony:

This Letter of Authorization ("LOA") will confirm Mendocino County's request for professional services consulting and travel at the price(s) indicated. This will be an addendum to the current Master Agreement CA2014.002-LOA203 between Mendocino County (the "County") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain. This agreement applies to new services thru 2024.



### PROFESSIONAL SERVICES

Quantity	Description	Hourly Fees
Remaining	Professional Services Consulting – Billed as Used	\$185.00 Thru 1.24.24
	Professional Services Consulting – Billed as Used	\$225.00 1.25.24 – 12.31.24
	Total Professional Services Fees ( <b>estimated</b> - Billed as Used)	\$98,000.00

Approval of this LOA will allow Aumentum Tech to perform the services herein. Upon approval and signing, please return this letter to Aumentum Technologies via the following method:

- Email a scanned image of the signed LOA to [Chance.Campbell@AumentumTech.com](mailto:Chance.Campbell@AumentumTech.com) and [Natalie.Dhakhwa@AumentumTech.com](mailto:Natalie.Dhakhwa@AumentumTech.com)

### LOA ACCEPTANCE (offer expiry 3/21/2024)

<b>Mendocino County, CA</b>	<b>Aumentum Technologies</b>
Signature: 	Signature: 
Printed name: Maureen Mulheren	Printed name: Andrew Wright
Title: Chair, Mendocino County Board of Supervisors	Title: Executive V.P.
Date: 03/12/2024	Date: 2.27.2024

Pricing and estimated delivery dates are valid thru the offer expiration date above. If this LOA has not been approved in writing by the Customer within the timeline, Aumentum Technologies reserves the right to re-estimate the scope, timeline, and pricing.

**Payment Terms:** Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. All on site travel will be mutually agreed upon prior to making any travel arrangements. Contractor travel will require a 15-day advance booking, per corporate policy. Travel expenses include travel time at a minimum amount of 8 hours per round trip per Contractor Staff (billed at \$85 an hour or then current rates). All invoices are due upon receipt.



### Terms of LOA

- Terms of this LOA expire December 31, 2024, after which then current rates apply.
- Bill rate of \$185 / hour thru January 24, 2024 applies to hours utilized during that period. Beginning January 25, 2024 any work performed will be at \$225 / hour (ending December 31, 2024). Unused hours will not be billed.
- Estimated \$98,000 budget remaining from original LOA 203

### Description of Agreement

Mendocino County is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency through the performance of crucial Business Processes and other consulting support.

The County and Aumentum Tech agree to the following:

- Aumentum Tech will provide billable consulting services to the County in support of Key Business Processes and other consulting support.
- Work will be performed at the hourly consulting rate listed above.
- Work can include (but is not limited to) refresher training, tools support, process support, process re-engineering, configuration assistance, system optimization, or other health checks.
- Appendix A documents the agreed scope of services to be performed regarding processing within the Auditor's Office. Any work towards this activity will be applied against this LOA.
- Aumentum Tech has also provided a separate sample menu of services to provide ideas for other consulting activities the County may pursue. This is not intended to be a complete list but can be used as a guide to the available services.
  - As the users become more comfortable with Aumentum, the County can also consider booking a specific period to have a consultant help refine business processes, show best practices, or provide other general support.
- All consulting services are billed as used, and the scheduling is dependent on staff availability.
  - This LOA is assumed not to exceed the budget listed above – any estimates provided are for budgetary purposes only, and final pricing depends on actual hours or travel expenses used.
  - Once the maximum budgeted hours in this LOA have been used or expired, a new LOA will be needed for any additional hours requested, and should the County decide, may occur into future years as an ongoing service.
  - Travel expenses and travel time for any onsite support will be deducted from this LOA as used.
- The County will request consulting assistance before the work starts.
  - The County will open a Teams Support ticket with the request for consulting support. Aumentum Tech will triage and assign the ticket, and work will begin.
  - Aumentum Tech will track all requests, office, activity, and status.
  - An updated report will be provided monthly or as otherwise requested.
  - Hours are assumed for consulting and travel only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a report to the County detailing hours used the previous month. The County will have a week to review prior to the submission of the Deliverable Acceptance Statement (DAS).
  - DAS will have 5 business days approval period. After the 5-business day approval period, this deliverable will be accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies rejecting this milestone.



- Rejection of a milestone could immediately escalate and halt any remaining consulting for further review.
- This LOA will expire 12 months after the last signature date by either party, and any unused, unauthorized hours in this agreement will not be billed. The County may extend the expiration by 6 months upon agreement of both parties or request future LOAs to continue professional services beyond the 12 months. The then current hourly rate will apply to any extensions.

### **Assumptions**

- Scheduling of support is dependent on staff availability. Consulting support is provided from 8:00 am to 3:00 pm PT. Consulting services for after-hours, weekends, and holidays will be billed at 2x the hourly rate unless otherwise agreed in advance.
- Aumentum Tech will provide coordinators with request authorization, scheduling, tracking, status updates, and DAS submission. Coordination time will be added to each monthly DAS, not to exceed 1.5 hours per month.
- The County understands that the traveling Aumentum Tech employee may discontinue participation of any portion of this on-site County activity, including travel to/from, customer visits at the County office or other locations, social events, or any other aspect of the trip if the traveler feels that unsafe practices may be conducted in his/her presence or if it is believed by the traveler that his/her health may be at risk.
- DAS statements will report consulting hours and expenses. Invoices for travel time and expenses will be submitted as travel occurs and tracked on an open Teams Support ticket for history. A summary report of total costs used, and the remaining will be provided with DAS Statements.

## DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PROFESSIONAL SERVICES CONSULTING – (BILLED AS USED)

Service Period: \_\_\_\_\_

#### Purpose

The purpose of this form is for the Customer to provide agreement for the authorized monthly professional services consulting work.

#### Acceptance Criteria

- Aumentum Tech has performed the billable work at the authorization of the client. (see attachment for detail)
  - Hours Billed for this DAS submission: \_\_\_\_\_
  - Billing Amount for this DAS: \_\_\_\_\_ (\$\_\_\_\_\_ per hour)

This DAS was submitted on: \_\_\_\_\_

The Customer response period for this DAS is five (5) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal written response to Aumentum Technologies with detailed contractual reference for rejecting this DAS. Rejection of a DAS will result in immediate escalation and halt deliverables for further review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization the Customer will be billed upon signing this DAS.

#### Customer Approval:

☐ Approved ☐ Rejected – (provide explanation)

Solano County, CA	Aumentum Technologies
Signature:	Signature:
Printed name:	Printed name:
Title:	Title:
Date:	Date:



**SIXTH AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 15-056**

This Amendment to BOS Agreement No. 15-056 is entered into this 24th day of January, 2023, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Manatron, Inc. ("Aumentum Technologies" or Aumentum Tech), hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 15-056 was entered on June 9, 2015; and

WHEREAS, BOS Agreement No. 15-056 was amended on March 21, 2017; and

WHEREAS, BOS Agreement No. 15-056 was amended on October 6, 2020; and

WHEREAS, BOS Agreement No. 15-056 was amended on May 4, 2021; and

WHEREAS, BOS Agreement No. 15-056 was amended on June 22, 2021; and

WHEREAS, BOS Agreement No. 15-056 was amended on May 17, 2022; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total contract amount of BOS Agreement No. 15-056 by \$250,000 for the purposes provided and pursuant to the Letter of Authorization attached to this Agreement, for a new total contract amount of \$2,914,553.

NOW, THEREFORE, we agree as follows:

1. The total contract amount of BOS Agreement No. 15-056 is hereby increased by \$250,000, for a new total contract amount of \$2,914,553.
2. Exhibit A of BOS Agreement No. 15-056 is hereby amended to include the additional scope of work information included in the Letter of Authorization attached to this Amendment as Attachment 1 and incorporated herein by this reference.

3. Exhibit B of BOS Agreement No. 15-056 is hereby amended to include the additional budget and payment information included in the Letter of Authorization attached to this Amendment as Attachment 1.

All other terms and conditions of BOS Agreement No. 15-056 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

**CONTRACTOR/COMPANY NAME:**

DEPARTMENT HEAD \_\_\_\_\_ DATE **01/11/2023**

By: Andrew L Wright

Budgeted: ☒ Yes ☐ No

NAME AND ADDRESS OF CONTRACTOR:

Budget Unit: 0717

Manatron, Inc. (Aumentum Technologies)

Line Item: 862239 – IT038

510 E. Milham Avenue

Grant: ☐ Yes ☒ No

Portage, Michigan 49002

Grant No.: N/A

**COUNTY OF MENDOCINO**

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

By: Glenn McGourty  
GLENMCGOURTY, Chair 01/24/2023  
BOARD OF SUPERVISORS

**ATTEST:**

**COUNTY COUNSEL REVIEW:**

DARCIE ANTLE, Clerk of said Board

APPROVED AS TO FORM:

By: Antle  
Deputy 01/24/2023

CHRISTIAN M. CURTIS,  
County Counsel

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

By: Christian M. Curtis  
Deputy

DARCIE ANTLE, Clerk of said Board

**01/11/2023**

By: Antle  
Deputy 01/24/2023

**INSURANCE REVIEW:**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Darcie Antle  
Risk Management

APPROVAL RECOMMENDED

By: Christopher  
Deputy CEO

**01/11/2023**

**01/11/2023**

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: \_\_\_\_\_



**LETTER OF AUTHORIZATION  
CA2014.002-LOA203**

December 7, 2022

Tony Rakes  
Director of IT  
Mendocino County  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482-3734

Dear Tony:

This Letter of Authorization ("LOA") will confirm Mendocino County's request for \$250,000 of professional services consulting and travel at the price(s) indicated. This will be an addendum to the current Master Agreement CA2014.002 between Mendocino County (the "County") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain. This agreement applies to new services thru 2023.

**PROFESSIONAL SERVICES**

Quantity	Description	Hourly Fees
Not to Exceed \$250,000	Professional Services Consulting – Billed as Used	\$185.00
	Travel Time and Expenses for onsite support will be included in the not-to-exceed calculation.	Actual costs
	Total Professional Services Fees (Billed as Used)	\$250,000.00

*Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. Professional services fees plus any travel-related expenses are due and payable after Aumentum Tech performs such services by Aumentum Tech invoice(s) that shall be sent to the County. All invoices are due upon receipt.*

Approval of this LOA will allow Aumentum Tech to perform the services herein. Upon acceptance and signing, please return this letter to Aumentum Technologies via the following method:

- Email a scanned image of the signed LOA to [Natalie.Dhakhwa@AumentumTech.com](mailto:Natalie.Dhakhwa@AumentumTech.com)

**ACCEPTANCE**

Mendocino County	Aumentum Technologies
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:





## Description of Agreement

Mendocino County is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency and converted records processing through the performance of crucial Business Processes and other consulting support.

The County and Aumentum Tech agree to the following:

- Aumentum Tech will provide billable consulting services to the County in support of Key Business Processes and other consulting support.
- Work will be performed as hourly consulting at \$185 per hour.
- Work can include (but is not limited to) refresher training, tools support, process support, process re-engineering, production data entry, configuration assistance, system optimization, or other health checks.
- Appendix A documents the agreed scope of services to be performed regarding Supplementals, Corrections, and Escapes processing. Any work towards this activity will be applied against this LOA, except for initial planning, which will be applied against LOA202 (per the previous agreement).
- Aumentum Tech has also provided a separate sample menu of services to provide ideas for other consulting activities the County may pursue. This is not intended to be a complete list but can be used as a guide to the available services.
  - As the users become more comfortable with Aumentum, the County can also consider booking a specific period to have a consultant help refine business processes, show best practices, or provide other general support.
- All consulting services are billed as used, and the scheduling is dependent on staff availability.
  - This LOA is assumed not to exceed \$250,000 – any estimates provided are for budgetary purposes only, and final pricing depends on actual hours or travel expenses used.
  - Once the maximum \$250,000 in this LOA has been used or expired, a new LOA will be needed for any additional hours requested, and should the County decide, may occur into future years as an ongoing service.
  - Travel expenses and travel time for any onsite support will be deducted from this LOA as used.
- The County will request consulting assistance before the work starts.
  - The County will open a Teams Support ticket with the request for consulting support. Aumentum Tech will triage and assign the ticket, and work will begin.
  - Aumentum Tech will track all requests, office, activity, and status.
  - An updated report will be provided monthly or as otherwise requested.
  - Hours are assumed for consulting and travel only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a report to the County detailing hours used the previous month. The County will have a week to review prior to the submission of the Deliverable Acceptance Statement (DAS).
  - DAS will have 5 business days approval period. After the 5-business day approval period, this deliverable will be accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies rejecting this milestone.
  - Rejection of a milestone could immediately escalate and halt any remaining consulting for further review.
- This LOA will expire 12 months after the last signature date by either party, and any unused, unauthorized hours in this agreement will not be billed. The County may extend the expiration by



6 months upon agreement of both parties or request future LOAs to continue professional services beyond the 12 months.

### Assumptions

- Scheduling of support is dependent on staff availability. Consulting support is provided from 8:00 am to 3:00 pm PT. Consulting services for after-hours, weekends, and holidays will be billed at 2x the hourly rate unless otherwise agreed in advance.
- Aumentum Tech will provide coordinators with request authorization, scheduling, tracking, status updates, and DAS submission. Coordination time will be added to each monthly DAS, not to exceed 1.5 hours per month.
- County is responsible for providing access to the designated County environment for the work to be performed.
- County is responsible for maintaining the deployment of releases, hotfixes, or data fix patches unless otherwise requested in an assistance request.
- Onsite support must be requested at least 3 weeks in advance, and the County will be responsible for all travel expenses, including a minimum of 8 hours of travel time (billed at \$75 per hour) per round trip and consulting hours for onsite and remote staff (for any trip after July 1, 2022). Aumentum Tech staff travel will be dependent on staff availability
- The budget for this LOA is based on the following assumptions, although the County may choose to forego one or more travel trips in place of additional consulting hours.
  - Estimated budget for 1 person traveling is approximately \$10,000 and includes 40 hours of onsite and remote consulting support, a minimum of \$600 in travel time (\$75 an hour for 8 hours round trip), and approximately \$2,000 in travel expenses
  - This per-trip cost is an estimate only. Actual consulting hours and travel time, and costs will be billed as used.
  - The County will approve any travel before the logistics are booked.
- The County understands that the traveling Aumentum Tech employee may discontinue participation of any portion of this on-site County activity, including travel to/from, customer visits at the County office or other locations, social events, or any other aspect of the trip if the traveler feels that unsafe practices may be conducted in his/her presence or if it is believed by the traveler that his/her health may be at risk.
- DAS statements will report consulting hours and expenses. Invoices for travel time and expenses will be submitted as travel occurs and tracked on an open Teams Support ticket for history. A summary report of total costs used, and the remaining will be provided with DAS Statements.





## DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PROFESSIONAL SERVICES CONSULTING – MONTH/YEAR (BILLABLE MILESTONE)

#### Purpose

The purpose of this form is for the County to provide an agreement for the authorized monthly Professional Services consulting work.

#### Acceptance Criteria

- Aumentum Tech has performed the below billable work at the authorization of the client.
  - Total consulting hours completed this period: \_\_\_\_\_
  - Total remaining hours or funds per contract: \_\_\_\_\_

Date Requested	Ticket #	Office	Completed Hours for Billing	Brief description of service

This DAS was submitted on: \_\_\_\_\_

**The County response period is five (5) business days.** After that time, this deliverable will be accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies rejecting a milestone. Written rejection will result in immediate escalation and may stop any remaining services for pending review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization and any existing agreements(s) between the County and Aumentum Technologies, the County will be billed for \_\_\_\_\_ hours at a rate of **\$185** per hour for a total of \$\_\_\_\_\_ upon signing this acceptance form.

#### Mendocino County, CA:

#### Aumentum Technologies:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

For Aumentum Technologies Internal Office Use Only:  
Prof Svcs Project Implementation: 5010-10-0-04



## **Mendocino County**

### **LOA CA2014.002-LOA203 Appendix A for Supplementals, Corrections and Escapes December 7, 2022**

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Mendocino County has requested (Aumentum Technologies) Professional Services to provide consulting services to assist the County with processing their Production backlog of Supplementals, Corrections, and Escapes in the Aumentum Platform application. Below describes the scope of services, schedule, pricing, terms, and conditions, and purchasing instructions. Mendocino County seeks to process all corrections to all affected bills in their current data. The County also seeks to process Supplemental bills for the years 2018, 2019, 2020, 2021, and 2022.

#### SCOPE OF SERVICES:

Aumentum Technologies will provide time and materials services for remote and on-site consulting services. During this engagement, the Aumentum Technologies consultant may cover the following topics to address the processing required for the backlog of supplementals and corrections: tasks required from noticing to billing, maintain performance metrics, identify problems with system configuration, and remediate components that impact completion. Specific areas of emphasis will be based on Mendocino County's priorities within the available budget.

The following agenda is envisioned for the Supplementals, Corrections, and Escapes:

- Analyze and review the existing backlog of supplemental and corrections work to be processed by this project. Note: this analysis is "point in time". Counts and assessment values can change as the Assessor continues to correct and revalue PINs through normal production work.
- Process the backlog of supplementals and corrections, in batches, first through the dedicated Test environment, then through the Production environment.
- Ensure departments have useful documentation:
  - Document the steps taken in TEST to ensure they can be repeated in PROD.
  - Consider a flowchart or other documentation to illustrate the End-to-End process through these steps (define the handoffs between departments).
- Report any system-level bottlenecks found.
- Review and discuss components that are impacting this processing.

This activity will be supported remotely from Aumentum Technologies' offices. Aumentum Technologies consultants will work with direction from Mendocino County technical staff and management. Aumentum Technologies has prepared a summary report and plan of findings and recommendations for Supplementals, Corrections, and Escapes for billing and accounting from 2018 through 2022.

#### AUMENTUM TECHNOLOGIES RESPONSIBILITIES

- Process supplementals and corrections within Mendocino County's test instance database.
- Verify the validity of corrections within the test instance with the project team and stakeholders. Note: Aumentum Technologies cannot attest to the validity of the data being corrected or the values being input on the assessment side. The County is responsible for all value conclusions and assessment information. Any issue found with system calculations will follow the support procedures, but critical bugs will be escalated appropriately.
- Assist and guide County staff as they process the supplemental and correction batches in the production instance database.
- All Batches will be executed and validated in test before execution in production. Following is a summary of the plan:
  - Run a catch-up batch for all work already noticed by the Assessor.
  - Working in batches on the assessment side, run batches through test and production to get everything noticed. This will start the notice timer.
  - As the notice timer expires, certify the batch. And then run that batch through the Tax processing steps from extension through billing. Repeat this step for each batch when the notice timer expires.
- Verify the validity of corrections within the production instance with the project team and stakeholders. Note: Aumentum Technologies cannot attest to the validity of the data being corrected or the values being input on the assessment side. The County is responsible for all value conclusions and assessment information. Any issue found with system calculations will follow the support procedures, but critical bugs will be escalated appropriately.
- Confirm that supplementals, corrections, and/or escape bill types are available for display and online payments using existing PA 360 functionality.
- Maintain weekly meetings with the project team and stakeholders.



## Statement of Work: Supplementals, Corrections and Escapes

- Provide weekly work breakdown structure tasks or milestones accomplished by demonstrating a body of evidence within project progression meetings. *See Appendix A: Weekly Progression Plan.*
- Execution of an escalation plan if milestones within this document cannot be met.
  - If project milestones cannot be met, Aumentum will provide written notice to Mendocino County 5 days before the scheduled deadline. The written notification will also contain a fallback plan to remediate the missed date.
- Material changes in scope: If this occurs, Aumentum Technologies is responsible for documenting the change request and communicating it to the project sponsors and stakeholders. Changes to the scope should also include financial and time impact analysis.

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### MENDOCINO RESPONSIBILITIES

- Communicate project needs and priorities to the Aumentum Technologies staff.
- Attend weekly progression meetings; review detailed reporting within the forum on status.
- Provide the appropriate Mendocino County staff members to work with the Aumentum Technologies consultants.
- Provide the Aumentum Technologies consultant access to Mendocino County's data and system environment, as necessary.
- Validate the implementation of Supplementals, Corrections, And Escapes to Mendocino County's test instance database with the Aumentum project team in a timely manner to keep the project on schedule.
- Process and validate the implementation of Supplementals, Corrections, And Escapes to Mendocino County's production instance database with the Aumentum project team in a timely manner to keep the project on schedule.
- Mendocino County will be responsible for approving all values associated with the Supplemental, Correction, and Escape assessments.
- Mendocino County will be responsible for producing any Assessment Notices, Assessment Rolls, Extensions, and Bills in the Production environment.

---

### ASSUMPTIONS

- The workflow scenarios presented by Mendocino County are representative of workflows performed by users.
- Mendocino County will reproduce any performance issue for the Aumentum Technologies consultant to examine.
- Consultants will have access to servers and databases, as required, to complete the performance assessment.
- Refer to LOA 203 for remote and onsite support hours and travel requirements.
- Aumentum Tech will be responsible for data clean-up if needed. Data clean-up refers to data that may be corrupted by running a batch, and that batch needs to be backed out via an Aumentum Tech provided script. Aumentum Tech will provide best practice information as needed if this occurs.
- Data cleansing is out of scope.
- The planned timeframe for noticing in production will be determined by the County. This represents the wait period between noticing and beginning the certification and Tax extension process. County will inform Aumentum Tech on their planned notice wait time for Supplementals, Upward Corrections, and Downward Corrections. Note that downward correction wait times are not needed statutorily.
- Initial batch size is monthly. After 3 batches, the project team and stakeholders will review to determine if larger batch sizes are feasible to process.
- AT is not attesting or validating PIN values derived by the Assessor and county staff for the supplementals and corrections. AT will process the supplemental and corrections items as is.

---

## OUT-OF-SCOPE ITEMS

- Aumentum Technologies will provide a recommendation for processing PINs with payment plans.
- Problem PINs will be added to Exclusion list so processing can continue. Vendor will provide an Exclusion list.
- PINs currently involved in balancing initiative will be skipped and addressed in a separate batch.
- Supplementals, corrections, and escapes not yet fully processed by the Assessor will not be processed. These are PINs in a Needs Review and/or Error status. Aumentum Tech will provide PIN lists for these and guidance on how to resolve the errors.
- The scope of this work encompasses noticing through billing. All processes after billing, such as refund processing and G/L exporting are not in scope.

---

## SCHEDULE

The schedule within this document will be mutually agreed upon between Mendocino County and Aumentum Technologies.

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## PRICING

Pricing and monthly billing for the Supplementals, Corrections, and Escapes project follows the same Terms and Conditions as the associated LOA CA2014.002-LOA 203 contract. For budgeting purposes, the Aumentum Tech estimate is a range between 600 to 700 hours. This is not a fixed cost. Hours are billed as used each month.

- All hours accumulated during the Pre-requisite Phase may be billed against LOA202 on Teams Support Ticket 145646. These hours will be billed at the end of each month per the LOA. This phase is scheduled to end at the conclusion of the Kickoff call.
- All hours accumulated during the TEST and PRODUCTION Phases may ONLY be billed against LOA 203 after the 5-business day review period outlined in LOA 203. This phase is planned to begin January 2023. Exact date to be determined by the County, TBD.

Aumentum Technologies anticipates using staff from the Senior Technology Consultant/Engineer labor category; however, depending on the level of expertise required to perform certain activities during this engagement, Aumentum Technologies may be required to utilize other Aumentum Technologies staff members with a different skill set and labor category.

Aumentum Tech consulting services will be conducted under the following conditions:

- In the event Aumentum Technologies completes the Scope of Services for less than the NTE budget, Mendocino County will only be invoiced for the actual hours.
- In the event Aumentum Technologies reaches the NTE budget limit before the Scope of Services is completed, Mendocino County will have the option to either (a) increase the contract funding to allow the work to continue; (b) instruct Aumentum Technologies can process with Scope while County addresses funding; or (c) if Mendocino County chooses to stop work, Aumentum Technologies will do so without liability.

All work will be accomplished in accordance with the Scope of Services, with the deliverable being consulting time. If additional work is requested by Mendocino County in writing beyond the scope of this quote, Aumentum Technologies will provide an updated quote. Aumentum Technologies will perform and invoice Services on a time and materials basis using the Terms and Conditions within LOA 203.

---

## TERMS AND CONDITIONS

By purchasing these services, the customer agrees to the **Professional Services Agreement outlined within this Statement of Work**, which will take precedence over any other terms and/or customer ordering documents.

## SUPPLEMENTALS, CORRECTIONS AND ESCAPES SCHEDULE FOR MENDOCINO COUNTY, CA

## Batch Overview

This table represents an overview of the process. These batches will be run in the TEST instance, verified, and then run in the Production instance and verified. There is a spreadsheet of all tasks for each batch that will be posted to our external SharePoint where all materials for this project will be stored. The Start Date will be filled in once we know when this work is to begin in 2023. The Hours in the spreadsheet reflect estimates. Only actual hours will be billed. And the Total NRC is the Actual Hours x Billing Rate that is established in LOA 203.

Batch	Proposed Start Date	Hours	Total NRC
<b>Catch-Up Batch</b>			
<b>Batch 1</b> (Through 3/31/2021)			
<b>Batch 2</b> (Through 4/30/2021)			
<b>Batch 3</b> (Through 5/31/2021)			
<b>Batch 4</b> (Through 6/30/2021)			
<b>Batch 5</b> (Through 7/31/2021)			
<b>Batch 6</b> (Through 8/30/2021)			
<b>Batch 7</b> (Through 12/31/2021)			
<b>Batch 8</b> (Through 3/31/2022)			
<b>Batch 9</b> (Through 6/30/2022)			
<b>Batch 10</b> (Through 9/30/2022)			
<b>Batch 11</b> (Through 12/31/2022)			
<b>Follow-Up Batch</b> (Through completion date of Batch 11)			

## APPENDIX A: WEEKLY PROGRESSION PLAN

A spreadsheet detailing the tasks to be performed for each Test and Production batch will be posted to the external SharePoint site. This spreadsheet will be used to track and report progress once work begins.

Using this spreadsheet, we will create pivot charts to show progression. The goal is to provide a concise, summary view that can be shared with County and Aumentum Technologies leadership to show progress through completion.



**FIFTH AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 15-056**

This Amendment to BOS Agreement No. 15-056 is entered into this 17th day of May, 2022, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech", hereinafter referred to as "CONTRACTOR").

WHEREAS, BOS Agreement No. 15-056 was entered into on June 9, 2015; and

WHEREAS, BOS Agreement No. 15-056 was amended on March 21, 2017; and

WHEREAS, BOS Agreement No. 15-056 was amended on October 6, 2020; and

WHEREAS, BOS Agreement No. 15-056 was amended on May 4, 2021; and

WHEREAS, BOS Agreement No. 15-056 was amended on June 22, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total contract amount of BOS Agreement No. 15-056 by \$100,000, for the purposes provided and pursuant to the Letter of Authorization attached to this Agreement, for a new total contract amount of \$2,664,533.

NOW, THEREFORE, we agree as follows:

1. The total contract amount of BOS Agreement No. 15-056 is hereby increased by \$100,000, for a new total contract amount of \$2,664,553.

All other terms and conditions of BOS Agreement No. 15-056 as amended shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

[Signature] **05/03/2022**  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239-IT038

Grant: ☐ Yes ☒ No

Grant No.: N/A

**COUNTY OF MENDOCINO**

By: TW  
TED WILLIAMS, Chair  
BOARD OF SUPERVISORS  
05/24/2022

**ATTEST:**

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]  
Deputy 05/24/2022

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

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]  
Deputy 05/24/2022

**INSURANCE REVIEW:**

By: [Signature]  
Risk Management  
**05/03/2022**

**CONTRACTOR/COMPANY NAME:**

By: [Signature]

**NAME AND ADDRESS OF CONTRACTOR:**

Mantron, Inc. (Aumentum Technologies)

510 E. Milham Avenue

Portage, Michigan 49002

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:**

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski  
Deputy

**EXECUTIVE OFFICE/FISCAL REVIEW:**

**APPROVAL RECOMMENDED**

By: [Signature]  
Deputy CEO

**05/03/2022**

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

**Exception to Bid Process Required/Completed** ☐

**Mendocino County Business License: Valid** ☐

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



**LETTER OF AUTHORIZATION  
CA2014.002-LOA202**

April 27, 2022

Steve Dunncliff  
Deputy Chief Executive Officer  
Mendocino County  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482-3734

Dear Steve:

This Letter of Authorization ("LOA") will confirm Mendocino County's request for \$100,000 of professional services consulting and travel at the price(s) indicated. This will be an addendum to the current Master Agreement CA2014.002 between Mendocino County (the "County") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain. This agreement is an extension of CA2014.002-LOA201 for the remainder of Fiscal Year 2021-2022.

**PROFESSIONAL SERVICES**

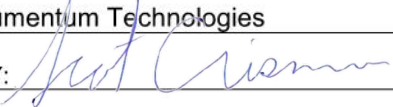
Quantity	Description	Hourly Fees
Not to Exceed \$100,000	Professional Services Consulting – Billed as Used	\$185.00
	Travel Time and Expenses for onsite support will be included in the not-to-exceed calculation.	Actual costs
	Total Professional Services Fees (Billed as Used)	\$100,000.00

*Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. Professional services fees plus any travel related expenses are due and payable after Aumentum Tech performs such services in accordance with Aumentum Tech invoice(s) that shall be sent to the County. All invoices are due upon receipt.*

Approval of this LOA will allow Aumentum Tech to perform the services herein. Upon approval and signing, please return this letter to Aumentum Technologies via the following method:

- Email a scanned image of the signed LOA to [Natalie.Dhakhwa@AumentumTech.com](mailto:Natalie.Dhakhwa@AumentumTech.com)

**ACCEPTANCE**

Mendocino County	Aumentum Technologies
BY: <a href="#">Signatures on Pg 2 of attached Cover</a>	BY: 
PRINTED NAME:	PRINTED NAME: Scot Crismon
TITLE:	TITLE: Executive V.P.
DATE:	DATE: May 4, 2022

**Description of Agreement**

Mendocino County CA2014.002-LOA202  
Offer Expiration Date: July 26, 2022

Page 1 of 4



Mendocino County is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency and converted records processing through the performance of key Business Processes and other consulting support.

The County and Aumentum Tech agree to the following:

- Aumentum Tech will provide billable consulting services to the County in support of Key Business Processes and other consulting support.
- Work will be performed as hourly consulting at a rate of \$185 per hour.
- Work can include (but not limited to) refresher training, tools support, process support, process re-engineering, production data entry, configuration assistance, system optimization or other health checks.
- Aumentum Tech has provided a separate sample menu of services. This is not intended to be a complete list but can be used as a guide to the types of services that are available.
  - As the users become more comfortable with Aumentum, the County can also consider booking a specific period of time to have a consultant help refine business processes, show best practices, or provide other general support.
- All consulting services are billed as used and the scheduling is dependent on staff availability.
  - This LOA is assumed not to exceed \$100,000 – any estimates provided are for budgetary purposes only and final pricing is depending on actual hours or travel expenses used.
  - Once the maximum \$100,000 in this LOA has been used or expired, a new LOA will be needed for any additional hours requested, and should the County decide, may occur into future years as an ongoing service.
  - Travel expenses and travel time for any onsite support will be deducted from this LOA as used.
- The County will request consulting assistance prior to the work starting.
  - The County will open a Teams Support ticket with the request of consulting support. Aumentum Tech will triage and assign the ticket and work will begin.
  - Aumentum Tech will track all requests, office, activity and status.
  - An updated report will be provided monthly or as otherwise requested.
  - Hours are assumed consulting and travel only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a monthly Deliverable Acceptance Statement (DAS) that documents work authorized during the previous month.
  - DAS will have a 5-day approval period. After the 5-day approval period, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone.
  - Rejection of a milestone will result in immediate escalation and halt any remaining consulting for further review.
- This LOA will expire 12 months after the last signature date by either party, and any unused, unauthorized hours in this agreement will not be billed. The County may extend the expiration by 6 months upon agreement of both parties or request future LOAs to continue professional services beyond the 12 month period.

#### **Assumptions**

Mendocino County CA2014.002-LOA202  
Offer Expiration Date: July 26, 2022

Page 2 of 4





- Scheduling of support is dependent on staff availability. Consulting support is provided from 8:00am to 3:00pm PT. Consulting services needed for after-hours, weekends and holidays will be billed at 2x the hourly rate unless otherwise agreed in advance.
- Aumentum Tech will provide coordinators for request authorization, scheduling, tracking, status updates and DAS submission. Coordination time will be added to each monthly DAS, not to exceed 1.5 hours per month.
- County is responsible for providing access to the designated County environment for the work to be performed.
- County is responsible for maintaining the deployment of releases, hotfixes or data fix patches, unless otherwise requested in an assistance request.
- Onsite support must be requested at least 3 weeks in advance, and the County will be responsible for all travel expenses, including a minimum of 8 hours of travel time (billed at \$75 per hour) per round trip and consulting hours for onsite and remote staff (for any trip after July 1, 2022). Aumentum Tech staff travel will be dependent on staff availability
- The budget for this LOA is based on the following assumptions, although the County may choose to forego one or more travel trips in place of additional consulting hours.
  - Estimated budget for 1 person traveling is approximately \$10,000 and includes 40 hours of onsite and remote consulting support, \$600 in travel time (\$75 an hour for 8 hours round trip) and approximately \$2000 in travel expenses
  - This per-trip cost is an estimate only. Actual consulting hours and travel time and costs will be billed as used.
  - The County will approve of any travel before the logistics are booked.
- The County understands that the traveling Aumentum Tech employee may discontinue participation of any portion of this on site County activity including travel to/from, customer visits at the County office or other locations, social events, or any other aspect of the trip if the traveler feels that unsafe practices may be conducted in his/her presence or if it is believed by the traveler that his/her health may be at risk.
- DAS statements will report consulting hours only. Invoices for travel time and expenses will be submitted as travel occurs and tracked on an open Teams Support ticket for history. A summary report of total expenses used and remaining can be provided upon request.



## DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PROFESSIONAL SERVICES CONSULTING – MONTH/YEAR (BILLABLE MILESTONE)

#### Purpose

The purpose of this form is for the County to provide agreement for the authorized monthly Professional Services consulting work.

#### Acceptance Criteria

- Aumentum Tech has performed the below billable work at the authorization of the client.
  - Total consulting hours completed this period: \_\_\_\_\_
  - Total remaining hours or funds per contract: \_\_\_\_\_

Date requested	Ticket #	Office	Completed Hours for Billing	Brief description of service

This DAS was submitted on: \_\_\_\_\_

**The County response period is five (5) business days.** After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone. Written rejection will result in immediate escalation and halt any remaining services for further review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization and any existing agreements(s) between the County and Aumentum Technologies the County will be billed for \_\_\_\_\_ hours at a rate of **\$185** per hour for a total of \$\_\_\_\_\_ upon signing this acceptance form.

#### Mendocino County, CA:

#### Aumentum Technologies:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

For Aumentum Technologies Internal Office Use Only:  
Prof Svcs Project Implementation: 5010-10-0-04



**FOURTH AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 15-056**

This Amendment to BOS Agreement No. 15-056 is entered into this 22<sup>ND</sup> day of JUNE, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"), hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 15-056 was entered into on June 9, 2015; and

WHEREAS, BOS Agreement No. 15-056 was amended on March 21, 2017; and

WHEREAS, BOS Agreement No. 15-056 was amended on October 6, 2020; and

WHEREAS, BOS Agreement No. 15-056 was amended on May 4, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total contract amount set out in the original BOS Agreement No. 15-056 by \$74,000, for the purposes provided and pursuant to the Letter of Authorization attached to this Amendment, for a new total contract amount of \$2,564,533.

NOW, THEREFORE, we agree as follows:

1. 1. The total contract amount set out in the original BOS Agreement No. 15-056 will be increased by \$74,000, for a new total contract amount of \$2,564,533.

All other terms and conditions of BOS Agreement No. 15-056 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

Janette Rame 05/25/2021  
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 0717

Line Item: 862239-IT038

Grant: ☐ Yes ☒ No

Grant No.: N/A

**CONTRACTOR/COMPANY NAME:**

By: Art Crismon

**NAME AND ADDRESS OF CONTRACTOR:**

Mantron, Inc. (Aumentum Technologies)

510 E. Milham Avenue

Portage, Michigan 49002

**COUNTY OF MENDOCINO**

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

**JUN 23 2021**

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

**JUN 23 2021**

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

**JUN 23 2021**

**INSURANCE REVIEW:**

By: Carmel J. Angelo  
Risk Management

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski  
Deputy

**EXECUTIVE OFFICE/FISCAL REVIEW:**

**APPROVAL RECOMMENDED**

By: Darcie Antle  
Deputy CEO

**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:** \_\_\_\_\_





## LETTER OF AUTHORIZATION

June 4, 2021

Janelle Rau  
Deputy Chief Executive Officer  
Mendocino County  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482-3734

Dear Janelle:

This Letter of Authorization ("LOA") will confirm Mendocino County's request for 400 hours of professional services consulting at the price(s) indicated. This will be an addendum to the current Master Agreement # CA2014.002 between Mendocino County (the "County") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain.

### PROFESSIONAL SERVICES

Quantity	Description	Hourly Fees
Not to Exceed 400 Hrs.	Professional Services Consulting – Billed as Used	\$185
	Total Professional Services Fees (Billed as Used)	\$74,000.00

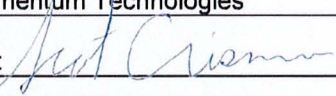
*Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. Professional services fees plus any travel related expenses are due and payable after Aumentum Tech performs such services in accordance with Aumentum Tech invoice(s) that shall be sent to the County.*

Approval of this LOA will allow Aumentum Tech to perform the services herein. Upon approval and signing, please return this letter to Aumentum Technologies via **one** of the following methods:

- 1) Email a scanned image of the signed LOA to [Matthew.Henry@AumentumTech.com](mailto:Matthew.Henry@AumentumTech.com)
- 2) Return a signed copy to Manatron, Inc., Contract Administration, 510 East Milham Avenue, Portage, MI 49002.

If you have any questions, please contact Contract Administration at Aumentum Tech's corporate office at (866) 471-2900.

### ACCEPTANCE

Mendocino, CA	Aumentum Technologies
BY:	BY: 
PRINTED NAME:	PRINTED NAME: Scot Crismon
TITLE:	TITLE: Executive V.P.
DATE:	DATE: 6.10.2021



## Description of Agreement

Mendocino County is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency and converted records processing through the performance of key Year 1 Business Processes.

The County and Aumentum Tech agree to the following:

- Aumentum Tech will provide billable consulting services to the County in support of Key Business Processes.
- Work will be performed as hourly consulting at a discounted rate of \$185 per hour.
- Work can include (but not limited to) refresher training, tools support, process support, process re-engineering and production data entry or configuration assistance.
- Aumentum Tech will provide a separate sample menu of services. This is not intended to be a complete list but can be used as a guide to the types of services that are available.
  - As the users become more comfortable with Aumentum, the County can also consider booking a specific period of time to have a consultant help refine business processes, show best practices, or provide other general support.
- All consulting services are billed as used and the scheduling is dependent on staff availability.
  - This LOA is assumed not to exceed 400 hours – estimates provided are for budgetary purposes only and final pricing is depending on actual hours used.
  - Once the maximum 400 hours in this LOA have been used or expired, a new LOA will be needed for any additional hours requested, and should the County decide, may occur into future years as an ongoing service.
- The County will request consulting assistance prior to the work starting.
  - The specific request process will be identified and agreed outside of the authorization of this LOA.
  - Aumentum Tech will track all requests, office, activity and status.
  - An updated report will be provided monthly or as otherwise requested.
  - Hours are assumed consulting only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a monthly Deliverable Acceptance Statement (DAS) that documents work authorized during the previous month.
  - DAS will have a 5-day approval period. After the 5-day approval period, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone.
  - Rejection of a milestone will result in immediate escalation and halt any remaining consulting for further review.
- This LOA will expire 12 months after the Effective date, and any unused, unauthorized hours in this agreement will not be billed. The expiration date of this LOA can be extended by a maximum of 6 months upon mutual agreement by both parties.
- The County may request future LOAs to continue professional services beyond the 12 month period.





### **Assumptions**

- Aumentum Tech will agree to triage and assign new requests with reasonable expediency based on staff availability. Consulting support is provided from 8:00am to 2:00pm PT, unless otherwise agreed in advance of the services.
  - Schedule conflicts can be escalated to the PMO Director for further review.
- Aumentum Tech will provide a coordinator for request authorization, scheduling, tracking, status updates and DAS submission.
- Onsite support must be requested at least 3 weeks in advance, and the County will be responsible for all travel expenses, including a minimum of 1 full day of travel time. Aumentum Tech staff travel will be dependent on staff availability
- Coordination time will be added to each monthly DAS, not to exceed 1 hour per DAS submission.
- County is responsible for providing access to the designated County environment for the work to be performed.
- County is responsible for maintaining the deployment of releases, hotfixes or data fix patches, unless otherwise requested in an assistance request.





## DELIVERABLE ACCEPTANCE STATEMENT (DAS)

PROFESSIONAL SERVICES CONSULTING – MONTH/YEAR (BILLABLE MILESTONE)

### Purpose

The purpose of this form is for the County to provide agreement for the authorized monthly Professional Services consulting work.

### Acceptance Criteria

- Aumentum Tech has performed the below billable work at the authorization of the client.
  - Total consulting hours completed this month: \_\_\_\_\_
  - Total remaining hours per contract: \_\_\_\_\_

Date requested	Ticket #	Office	Completed Hours for Billing	Brief description of service

This DAS was submitted on: \_\_\_\_\_

**The County response period is five (5) business days.** After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone. Written rejection will result in immediate escalation and halt any remaining services for further review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization and any existing agreements(s) between the County and Aumentum Technologies the County will be billed for \_\_\_\_\_ hours at a rate of **\$185** per hour for a total of \$\_\_\_\_\_ upon signing this acceptance form.

**Mendocino County, CA:**

**Aumentum Technologies:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

For Aumentum Technologies Internal Office Use Only:  
Prof Svcs Project Implementation: 5010-10-0-04

**PROJECT IMPLEMENTATION CHANGE REQUEST**

<b>MANATRON, INC.</b> (Hereafter "Aumentum Technologies" or "Aumentum Tech")	
Customer Name: County of Mendocino, CA	
Change Request (CR) No.: CA2014.002.04-CR001	Date Submitted: 2/05/2021
Project Name: County of Mendocino CA	Module Name/Version: Public Access
Original Contract No.: CA2014.002.04	Aumentum Tech Program Manager: Lisa Redding
<b>Summary of Change:</b> The purpose of this CR is to change the terms of the Public Access Statement of Work as follows: <ul style="list-style-type: none"> <li>Add 60 hours of interface services for the Public Access / Point&amp;Pay interface (billable)</li> <li>Define Go-Live vs Final Acceptance functionality and timelines (no additional cost to County)</li> <li>Revise Billable Milestones (no additional cost to County)</li> </ul>	
Priority: <input type="checkbox"/> Urgent or <input checked="" type="checkbox"/> Normal	Required by: <input type="checkbox"/> UAT <input type="checkbox"/> Go-Live <input type="checkbox"/> Final Acceptance <input checked="" type="checkbox"/> Other
Window of delivery date and business process calendar/phase justification: Schedule to be mutually agreed between Aumentum Tech and Mendocino County.	
Requested by: <input type="checkbox"/> Customer or <input checked="" type="checkbox"/> Aumentum Tech	Requestor(s): Lisa Redding, Aumentum Tech Program Mgr
Fixed Fee (not including travel expenses): <b>\$12,000 (60 hours of integration with 3<sup>rd</sup> party provider)</b> No travel expenses are expected with this Change Request.	
Request Type (mark all that apply): <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Application Software <input type="checkbox"/> Third-Party Software <input type="checkbox"/> Other: _____	
This change request impacts (mark all that apply): <input checked="" type="checkbox"/> Product/Scope <input checked="" type="checkbox"/> Schedule <input type="checkbox"/> Other: _____	
Aumentum Tech ADO No.: TBD	<input type="checkbox"/> Eng. ADO and/or <input type="checkbox"/> JAMA No. (Aumentum only)
For Aumentum Technologies Internal Office Use Only: Prof Svcs Project Implementation: 5010-10-0-04	

**Description Provided By:**

Lisa Redding, Aumentum Tech Program Manager / Director PMO

2/01/2021

Name &amp; Title

Date

CA2014.002.04-CR001

1

Confidential



## PROJECT IMPLEMENTATION CHANGE REQUEST

### Description of Change Being Requested (describe here or attach document if needed)

The purpose of this CR is to change the terms of the Public Access Statement of Work as follows:

1. Add 60 hours of interface services for the Public Access / Point&Pay interface (billable)
2. Define Go-Live vs Final Acceptance functionality and timelines (no additional cost to County)
3. Revise Billable Milestones (no additional cost to County)

#### 1. Interface Services for Public Access / Point & Pay Interface

The Aumentum Tech team (Professional Services and Engineering) provided development, configuration, and testing support for the implementation integration with the County's third-party provider Point&Pay. This work was originally agreed and reported against the Aumentum implementation (CA2014.002.01) on December 8, 2020. This CR moves this integration support to the Public Access contract (CA2014.002.04).

The previous agreement allows for the billing of 60 hours of integration support (\$12,000.00). The actual integration support provided to this point is 100 hours of Aumentum Tech effort. The difference of 40 hours is provided at no cost to the County (valued at \$8,000.00). If additional support is needed based on integration partner changes or project scope changes, a new billable Change Request will be required.

The billable amount of \$12,000 for this support will be included in the Go-Live Authorization DAS (Milestone #2)

#### 2. Define Go-Live vs Final Acceptance functionality and timelines

The Statement of Work (SOW) for CA2014.002.04 outlines the functionality in scope for the project (pages 9 and 10); however, Mendocino County and Aumentum Tech previously agreed to the majority of new functionality moving to Final Acceptance due to the late timing of the contracting process. This CR formalizes the milestones of the Go-Live and the Final Acceptance functionality.

#### Auditor Controller Solution Options

Module	Purpose	Milestone	Tentative Timeline
Aumentum Reports	Allows tax district user to run Aumentum reports from Public Access Portal	Final Acceptance	2Q 2021 (May)
Apportionment Drill-Down	Tax Districts can view distribution data in a "Drill-down" style report	Final Acceptance	2Q 2021 (May)
Aumentum E-Forms	Allows public to submit county forms electronically	Final Acceptance	2Q 2021 (May)
Aumentum Tax Original Charges	Tax districts can view original charge data	Final Acceptance	2Q 2021 (May)
Aumentum Tax Rates	Displays tax rates in a report	Final Acceptance	2Q 2021 (May)
Aumentum Tax Values	Displays tax values in a "Drill-down" style report	Final Acceptance	2Q 2021 (May)
Debt Rate Submission	Enables tax districts to submit rates electronically to Aumentum	Final Acceptance	2Q 2021 (May)

#### Assessor Clerk Recorder Solution Options

Module	Purpose	Milestone	Tentative Timeline
Aumentum RPA	Real Property Appraisal search and display. Includes similar sales filtering and PDF reporting.	Go-Live	N/A
Aumentum e-Forms	Allows constituents to electronically submit local government-authored forms.	Final Acceptance	2Q 2021 (May)
Unified Map Viewer / GIS	Map-centric query and display that utilizes GIS data and services.	Go-Live	N/A



**Treasurer Tax Collector Solution Options**

Module	Purpose	Milestone	Tentative Timeline
Aumentum Tax	Tax bill search and display. Includes payment processor integration for supported vendors.	Go-Live	N/A
eBilling Subscription	Enables constituents to subscribe to receive their tax bills in electronic format.	Final Acceptance	1Q 2021 (March)
Lender Payment Import	Submission of lender payment files for electronic processing.	Final Acceptance	1Q 2021 (March)
Aumentum E-Forms	Allows constituents to electronically submit local government-authored forms.	Final Acceptance	1Q 2021 (March)

**3. Revise Billable Milestones**

The SOW for CA2014.002.04 provides a final billable milestone for Go-Live Authorization (Milestone #2) that does not take into account the trailing delivery of the Final Acceptance work. This CR will revise the milestone acceptance criteria and billing amount for the Go-Live Authorization (Milestone #2) and add an additional milestone for Final Signoff.

The billable amount of the interface integration (\$12,000.00) will be added to original billable amount of Milestone 2 (\$47,600.00), for a combined total of \$59,600.00 to be divided between Milestones 2 and 3.

Milestone	Description	Billable Amount
2	Go-Live Authorization	\$25,000.00
3	Final Signoff	\$34,600.00
<b>Total</b>		<b>\$59,600.00</b>

The revised Deliverable Acceptance Statement (DAS) for Milestone 2 and the new DAS for Milestone 3 are included in this CR.

**Assumptions:**

- Work on this interface is ongoing and expected to be completed by Go-Live in February 2021.
- Any changes to the production environment once Mendocino County is live on Aumentum and Public Access will require a billable change request.
- Mendocino County is responsible for the testing of the Public Access functionality and the interface integration with the third-party provider.
- The Aumentum Tech Professional Services and Customer Operations teams will partner together to provide production support of Mendocino County once Public Access is put into a Production state (currently planned February 2021). Any new issue found will be submitted to the agreed Customer Operations portal and Aumentum Tech staff will determine how to route the ticket for resolution. Once all contracted functionality is in a production state, the Customer Operations team will provide primary support for Public Access.

**Acceptance Criteria** (describe expected acceptance criteria for changed deliverables upon completion):

- The original Acceptance Criteria defined in the original Go-Live Authorization will be divided into two milestones and defined in the DAS included with this CR.

**Risk Assessment / Technical and Project Impact:**

General Risks:

- No new risks are added with this CR.

Project Impacts:

- The final acceptance functionality will be implemented by the project team until the final signoff is agreed.
- Maintenance and Support contract terms will begin with the full Aumentum / Public Access solution go-live currently planned for February 2021.

Development:

- The following items were delivered for the Point&Pay Integration
  - ADO 643915: Spile-Implement payment provider protocol Point-n-Pay
  - ADO 838077: Implement payment provider protocol - Point-n-Pay - US01
  - ADO 844970: Implement payment provider protocol - Point-n-Pay
- Additional development is expected with the final acceptance delivery of functionality. Development work expected to be managed according to the estimated timeline in the Description section of this CR. Any changes to the schedule will be communicated to the County as a project update.

Configuration:

- No Change from the original SOW.

Testing:

- No Change from the original SOW.

Training:

- No Change from the original SOW.

Required Resources:

- No Change from the original SOW.

Customer Responsibilities:

- No Change from the original SOW.



## PROJECT IMPLEMENTATION CHANGE REQUEST

**Aumentum Technologies Executive Change Request Submission Approval:**  
(approvals must be obtained before submission of CR to Customer)

Submission approved by:

Judy Peikert, VP Professional Services  
Name & Title – Professional Services

2/5/2021  
Date

**Customer Decision:**

This change request is: ☒ Approved as written ☐ Rejected ☐ Escalated

If rejected or escalated, please explain:

Accepted by:

*Janette Rau*

**Deputy CEO**

**04/14/2021**

Customer Signature & Title

Date

Customer Signature & Title

Date

Customer Signature & Title

Date

Customer Signature & Title

Date

*Lisa Redding*

Lisa Redding, Program Manager

4/19/2021

Aumentum Technologies Project Manager Signature & Title

Date

*Scot Crismon*

Scot Crismon - Executive V.P.

4.26.2021

Aumentum Technologies Corporate Signature & Title

Date

Payment Terms will be milestone based as defined in the Deliverable Acceptance Statements (DAS).

**DELIVERABLE ACCEPTANCE STATEMENT ("DAS")  
FOR CHANGE REQUEST NO. CA2014.002.04-CR001**

**PUBLIC ACCESS GO-LIVE AUTHORIZATION (BILLABLE MILESTONE #2)**

**Purpose:**

The purpose of this acceptance form is for the County to authorize the Public Access Module for Go Live and is in agreement that Contractor should proceed to create a transition to a customer operations plan for the week of Go Live.

**Acceptance Criteria:**

- Contractor has engineered and / or configured services to import and format appropriate tax and / or CAMA information for presentation in Aumentum Public Access on a regular schedule.
- Contractor has provided the standard application software pursuant to the extraction of data from Aumentum Technologies Valuation and / or Taxation solutions for display in Aumentum Public Access
- The County has been provided instruction and materials with regards to solution configuration, content management, maintenance, and end-user education for the functionality available for go-live.
- Solution is functioning as defined for Go-Live with zero Severity Level 1 issues outstanding unless it is mutually agreed that go-live can proceed with an acceptable delivery data for any remaining Severity 1 issues. All outstanding issues of lesser severity have been properly documented for consideration in future maintenance releases.
- The County has been given the opportunity to view and test each solution component planned for Go-Live as part of E2E Process Testing.
- The County agrees the Public Access module is ready for production use (defined as use for any other reason other than testing).
- Contractor and the County have mutually agreed upon:
  - The final list of items that will be used for Final Acceptance – see Attachment 1 to DAS
  - Aumentum Tech project team will be responsible for the delivery of all remaining Final Acceptance items as defined in Attachment 1
- System Go Live and transition to Customer Operations is set for: 2/12/2021
- Any newly identified issue related to production functionality from the point of go-live date will be submitted to and resolved by the Contractor customer operations (support) team, unless otherwise agreed by the project team.

This DAS was submitted on: 2/5/2021

County response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Contractor with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

We, the undersigned, agree that this work is complete under the conditions of this CR and Schedules for Master Agreement CA2014.002.04. The County will be billed **\$25,000.00** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

**Mendocino County**

**Aumentum Technologies:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



**DELIVERABLE ACCEPTANCE STATEMENT ("DAS")  
FOR CHANGE REQUEST NO. CA2014.002.04-CR001**

**PUBLIC ACCESS FINAL SIGNOFF (BILLABLE MILESTONE #3)**

**Purpose:**

The purpose of this acceptance form is for the Client to sign off remaining final acceptance functionality as defined in this Change Request (CR). The Client agrees that this implementation is complete and accepts billing for this phase.

**Acceptance Criteria:**

- The system is in a production environment.
- Aumentum Tech has delivered all Final Acceptance items defined in this CR and listed on the attachment for Go-Live Authorization (Billing Milestone #2).

This service was completed on: \_\_\_\_\_

DAS submitted on: \_\_\_\_\_

Client response period is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Contractor with detailed rationale for rejecting this deliverable. Rejection of a deliverable will result in immediate escalation and halt the remaining delivery for further review.

We, the undersigned, agree that work is complete under the conditions of this CR and Schedules for Master Agreement for Licensed Software, Hardware and Services, CA2014.002.04. The County will be billed **\$34,600.00** upon signing this acceptance. It is agreed that with this Final Signoff, the project is complete.

**Mendocino County**

**Aumentum Technologies:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

Janette Rasmussen **04/14/2021**

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

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239

Grant: ☐ Yes ☒ No

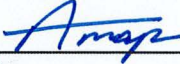
Grant No.: N/A

**COUNTY OF MENDOCINO**

By:   
DAN GJERDE, Chair  
BOARD OF SUPERVISORS **MAY 05 2021**

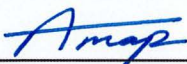
**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

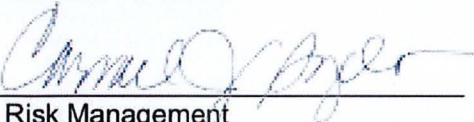
By:   
Deputy **MAY 05 2021**

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

CARMEL J. ANGELO, Clerk of said Board


By:   
Deputy

**INSURANCE REVIEW:** **MAY 05 2021**

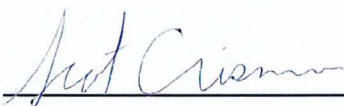
By:   
Risk Management

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By:   
Deputy CEO

**CONTRACTOR/COMPANY NAME:**

By: 

**NAME AND ADDRESS OF CONTRACTOR:**

Mantron, Inc. (Aumentum Technologies)

510 E. Milham Avenue

Portage, Michigan 49002

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:

CHRISTIAN M. CURTIS,  
County Counsel

By: **Matthew Kiedrowski**  
Deputy



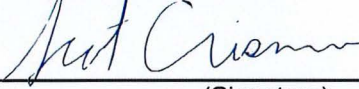
**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED  
SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered CA2014.002.04 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between Manatron and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC.</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Aumentum Technologies" or "Aumentum Tech") Attention: Matthew Henry – Lead Contract Administrator Telephone No.: 866.471.2900 ext 77748 Fax No.: E-mail Address: <a href="mailto:Matthew.Henry@AumentumTech.com">Matthew.Henry@AumentumTech.com</a>	<b>MENDOCINO COUNTY, CALIFORNIA</b> 841 Low Gap Road Ukiah, CA 95482 ("Customer") Attention: Telephone No.: Fax No.: E-mail Address:

The parties have executed these Schedules as of the dates set forth below their respective signatures.

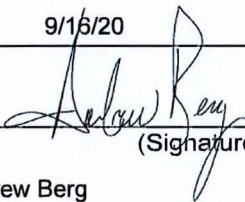
**AUMENTUM TECHNOLOGIES**

By:   
 (Signature)

Printed or Typed Name: Scot Crismon

Its: Executive Vice President  
 (Title)

Date: 9/16/20

Witnessed:   
 (Signature)

By: Andrew Berg  
 (Printed or Typed Name)

**MENDOCINO COUNTY, CALIFORNIA**

By:   
 (Signature)

Its: Board Chair  
 (Title)

Date: 10-9-2020

By: \_\_\_\_\_  
 (Signature)

Its: \_\_\_\_\_  
 (Title)

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

By: \_\_\_\_\_  
 (Signature)

Its: \_\_\_\_\_  
 (Title)

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

Witnessed:   
 (Signature)

**DEPUTY**  
 Date: 10-9-2020

**SIGNATURE PAGE**



# **PUBLIC ACCESS SCHEDULE FOR MENDOCINO COUNTY, CA**

Schedule No. CA2014.002.04 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Ser No. CA2014.002 between Aumentum Technologies and the undersigned Customer (the "Agreement").

Manatron is willing to maintain an internet accessible public website that contains certain data that is properly formatted and submitted t Customer and other approved sources.

Public Access					
Item	One-Time Fees	Annual Hosting Fee	Annual Support	Annual Data Extract Support	Estimated Completi
Professional Services Set-Up, and Implementation:	\$ 75,000.00				
Public Access Cloud Hosting - Year #1	\$ 60,000.00				
Public Access Software Use License:					
Public Access Tax					
Public Access Valuation					TBD
Public Access Internet GIS	\$ 47,600.00				TBD
Public Access Cloud Hosting Annual Fee:		\$ 60,000.00			
Public Access Ongoing Fees:					
Public Access Tax					
Public Access Valuation					
Public Access Internet GIS		\$ 11,900.00	\$ 21,420.00	\$ 14,280.00	
<b>Total One-Time Fees:</b>					<b>\$ 1</b>
<b>Total Annual Hosting/Support Fees:</b>					<b>\$ 1</b>

**Public Access is provided by Manatron and consists of the following:**

Providing Internet-based software to access Customer's public data;  
 Populating the Public Access software with Customer data from the appropriate system on a regular basis;

Providing programs and equipment to allow updating the Internet site with Customer's data;  
 Providing a Hyper link to Customer's home page;  
 Multi-language support;  
 Customization of text labels, menus, and screen color (collectively referred to as the "site theme");  
 Ongoing development and enhancement of the Manatron Public Access applications;  
 Ensuring proper third-party product licensing;  
 Subscription services, credit card transactions, per-hit charges, escrow account, etc.  
 Ongoing support, i.e., software upgrades, "bug" fixes, and telephone and email support;  
 24/7/365 website monitoring.

## PUBLIC ACCESS SCHEDULE FOR MENDOCINO COUNTY, CA

Schedule No. CA2014.002.04 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between Aumentum Technologies and the undersigned Customer (the "Agreement").

**Database Maintenance:** Manatron agrees to establish and maintain the Database and to update information as it is properly formatted and submitted to Manatron by Customer or by other sources approved by Manatron. Manatron will follow standard procedures for computer management of the Database, including back-up measures, recovery procedures, file maintenance and expansion, change controls, print resolution procedures, management and control of space use, performance reporting, and related security and administration. Manatron will provide load-balanced web servers and a database server for the duration of this Agreement.

**Security:** Manatron agrees to implement commercially reasonable measures to protect the security of the Database and to prohibit unauthorized access to the Database. Manatron, however, makes no warranty or guarantee that the Database will be free from security breaches, and Manatron expressly disclaims any liability for loss or damage caused by unauthorized access to the Database unless caused by the gross negligence or willful misconduct of Aumentum Technologies or its employees, contractors or agents.

**Limitation of Liability:** With respect to Manatron's obligations regarding the Database, Manatron and Customer mutually acknowledge that entry, communication, and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses unless caused by the gross negligence or willful misconduct of its employees, contractors or agents.

**Database Information:** Customer is exclusively responsible for the content and accuracy of any data it submits to Manatron for inclusion in the Database. Manatron will include such information in the Database as it is properly submitted. Customer is responsible for its data and media while such data and media are in transit to or from Manatron. Manatron may refuse to accept, and may return to Customer, any data that, in Manatron's opinion, (a) does not comply with Manatron's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for re-entry in the Database.

**Title to Data:** Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Manatron. Customer grants Manatron the right and license to include the data in the Database and agrees that Manatron shall be the sole and exclusive external owner of the Database as a compilation of data. Manatron shall have the right to license, sell, and create derivative works from data included in the Database.

**Customer Home Page/Subscriber Access:** Users shall have access to the Database in accordance with terms and conditions set forth on the site. Manatron provides a welcome page and all dynamic data access pages for access to the Public Access web data. At Customer's option, the welcome page can be one of many linked pages, or it can be modified to act as the Customer home page.

**Price:** Customer agrees to pay Manatron the database hosting fees and other fees specified above. Manatron shall have the right to adjust fees for database hosting services upon thirty (30) days' prior written notice to Customer provided, however, that Manatron shall not make more than one increase to the fees during any twelve-month period.

**Project Manager:** Neither Manatron nor Customer is required to provide a project manager for this endeavor unless Database Hosting is an integrated project.

**Acceptance:** Acceptance begins upon use by Customer for any purpose other than testing.

**Use License:** The Software is licensed on a Site basis for Database Hosting Services; Customer will have access to use the Database services only in connection with the operations thereof.

Date: August 24, 2020



**SUMMARY SCHEDULE FOR MENDOCINO COUNTY, CA**

Schedule No. CA2014.002.04 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made a part of the Master Agreement, and is subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services, Schedule No. CA2014.002 between Aumentum Technologies and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
Public Access Cloud Hosting - Year #1	\$
Public Access One Time Fees	\$
<b>Total One-Time Fees:</b>	<b>\$</b>

**Payment Terms for One-Time Fees:** One-Time Use Fees and Professional Services Fees are due and payable after Aumentum Tech's invoice(s) for such services in accordance with Aumentum Tech's invoice(s) that shall be sent to the Customer. All invoices are due within 30 days of receipt.

**Taxes:** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Aumentum Tech, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to require payment of the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Aumentum Tech for such tax liability within thirty (30) days of written notice of such tax liability from Aumentum Tech.

ONGOING FEES	
Description	Annual Price
PUBLIC ACCESS MAINTENANCE AND SUPPORT - Year #1	\$
PUBLIC ACCESS MAINTENANCE AND SUPPORT - Year #2	\$
PUBLIC ACCESS MAINTENANCE AND SUPPORT - Year #3	\$
PUBLIC ACCESS MAINTENANCE AND SUPPORT - Year #4	\$
PUBLIC ACCESS MAINTENANCE AND SUPPORT - Year #5	\$
CLOUD HOSTING - Year #2	\$
CLOUD HOSTING - Year #3	\$
CLOUD HOSTING - Year #4	\$
CLOUD HOSTING - Year #5	\$

**Payment Terms for Ongoing Fees:** Ongoing Fees are due and payable in advance of each annual term and are subject to increase as set forth in Section 8.2 of the Master Agreement. All invoices are due within 30 days of receipt.

Date: August 24, 2020



Public Access Module - An Aumentum Technologies Module  
Add-On for the County of Mendocino County, CA

## Statement of Work

CA2014.002.04-SOW

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# Statement of Work

## Purpose Statement

This Statement of Work (SOW) CA2014.002.04-SOW is attached and made part of the Master agreement for Software as a Service by and between Manatron, Inc., (Hereinafter the "Contractor" "Aumentum Technologies" or "Aumentum Tech") Contractor and Mendocino County, CA (hereafter referred to as (the "County"). This SOW shall define the work requirements and responsibilities between and the Contractor and the County on deliverables related to the project implementation.

The purpose of this project is to implement the Contractor Aumentum Public Access (PA) Module into the County's environment. This Statement of Work describes the Public Access project that the Contractor is responsible for implementing as well as the responsibilities of both parties. A project schedule will be jointly agreed upon by the Contractor and County project managers.

The Contractor Aumentum Public Access Module project will facilitate the installation of the most recent standard COTS PA implementation and configuration of the module into the County's process scheme.

Aumentum Public Access is a solution that defines, facilitates, and manages the creation and presentation of content within the context of enabling government stakeholders and constituent end-users with the means to retrieve, view, and contribute to the flow of information throughout the local government infrastructure.

This Statement of Work (SOW) serves to forward the general understanding of the software and services that are to be provided by Contractor to successfully deliver the Aumentum Public Access local government solution. This SOW outlines:

- Scope Summary
- Milestones
- Deliverables
- Training
- Responsibilities
- Collaboration
- Requesting Change in Scope

## Scope Summary

The scope of work for this solution can be distilled into its functional components; by which all stakeholders should be mindful of during each solution implementation phase. Work requested by the County deemed to fall outside of the agreed scope outlined hence will follow the Change Management Process and must be vetted appropriately under the terms outlined herein under the subject of Requesting Change in Scope.

### Site Design

- Aumentum Public Access is a solution engineered with dynamic content delivery in mind. Aumentum Public Access configurations for the County will be conducted in the context of design guidelines set forth by the standard COTS functionality. The County is requested to provide a preferred color palette and any appropriate logos which will be included in the solution deployment. .

### Application and Data Management

- The Aumentum Public Access Module is engineered to interface with and manage standard application data from Contractor Valuation and Taxation solutions via web services and / or data extracts.

### On-Demand Reporting

- Site metrics are essential to understanding end-user experience and satisfaction. The Aumentum Public Access solution provides County decision-making stakeholders with the ability to analyze site impressions using common indices such as user visits, page views, referral sources, and audience metrics such as platform, browser type, and geography.
- Beyond standard site metrics, Aumentum Public Access also provides business intelligence specific to electronic form filing and the tracking and settlement of online payments. Administrators have per-transaction visibility to relevant metrics for electronic forms and payments.

### Process Management

- Contractor will assign a project manager to manage the Aumentum Public Access Module Implementation; so as to provide the County with a complete and functional Public Access solution as defined in the Project Milestones listed herein this Statement and Scope of Work.
- Contractor is committed to ensuring that stakeholders are knowledgeable with respect to processes and operation of Aumentum Public Access. Contractor will provide remote educational workshops in format and delivery that is appropriate for the content. This may include process documentation, demonstrational videos, and live training webcasts.

### Host Location

- For reasons not limited to, but including accountability, security and reliability, the Aumentum Public Access solution is to be hosted within the Contractor's cloud infrastructure.
- Should Contractor make any changes to where the site is hosted the Contractor will provide timely notice to the County.

## Project Milestones

This Statement of Work puts objectives in-place that Contractor quantifies with success milestones over the course of implementation.

### Project Success Milestones

No.	Milestone	Completion Date	Responsibility of:
1	Project Start Up	TBD	Aumentum Technologies
2	Configure Public Access Solution and Integration Points	TBD	Aumentum Technologies
3	Configure Website Theme	TBD	County + Aumentum Technologies



4	Training	TBD	Aumentum Technologies
5	E2E Process Testing	TBD	County
6	Go-live	TBD	County + Aumentum Technologies

**The success milestones speak to the overarching and specific goals of -**

- Providing the County with a web-based interface for active contribution and management of content via the Aumentum Public Access solution.
- Integrating with the Contractor's valuation and taxation solutions to provide agreed upon account information relevant to only tax payments and processing.

## Deliverables

### Solution Design and Architecture

The Aumentum Public Access solution for the County will be designed utilizing the County existing color palette and branding so as to provide end-users a cohesive experience across the body of digital properties managed by the County and associated agencies. Role-based security will be applied for each user at the page, and page component (module) level. Managing security at this level of granularity enables the County to provide an inclusive information management experience for all stakeholders and end-users; both internal and external to the County.

### Static Content

Contractor will provide remote training to support the County ability to create and manage static content relevant to Public Access. Static content creation should be considered when the information to be presented is required in context of the Public Access delivery. Examples include:

- Contact Information
- Timely Announcements
- Maintenance Messages
- End-user Instructions

### Tax and CAMA Integration

Contractor will provide the following integration options pursuant to the extraction of data from Contractor's valuation and / or taxation solutions for display in Aumentum Public Access.

**Please consult the Master Statement of Work for validation as to which modules will be implemented for your solution.**

### Post Go-Live Deliverables

Functionality for TOT, BID, Cannabis Tax, and new Business License applications via eForms is included in the pricing contained in this SOW. This functionality will be further defined in a non-billable Change Request following initial Public Access go-live.

### Auditor Controller Solution Options

Module	Purpose
Aumentum Reports	Allows tax district user to run Aumentum reports from Public Access portal.
Apportionment Drill-Down	Tax Districts can view distribution data in a "Drill-down" style report.
Aumentum E-Forms	Allows public to submit county forms electronically.
Aumentum Tax Original Charges	Tax districts can view original charge data.
Aumentum Tax Rates	Displays tax rates in a report.
Aumentum Tax Values	Displays tax values in a "Drill-down" style report.
Debt Rate Submission	Enables tax districts to submit rates electronically to Aumentum

## Assessor Clerk Recorder Solution Options

Module	Purpose
Aumentum RPA	Real Property Appraisal search and display. Includes similar sales filtering and PDF reporting.
Aumentum E-Forms	Allows constituents to electronically submit local government-authored forms.
Unified Map Viewer	Map-centric query and display that utilizes GIS data and services.

## Treasurer Tax Collector Solution Options

Module	Purpose
Aumentum Tax	Tax bill search and display. Includes payment processor integration for supported vendors.
eBilling Subscription	Enables constituents to subscribe to receive their tax bills in electronic format.
Lender Payment Import	Submission of lender payment files for electronic processing.
Aumentum E-Forms	Allows constituents to electronically submit local government-authored forms.

## Training

Contractor will employ a multi-formatted, multi-disciplinary approach to conveyance of knowledge to the County with respect to Aumentum Public Access. Instruction on configuration, maintenance and end-user education is anchored by a collection of "Public Access Workshop" materials authored by Contractor's Professional Services subject matter experts. Format-specific to the subject matter to be learned, workshops may include:

- Audience-specific presentations
- Process guides which including end-to-end testing for appropriate functionality
- Instructional videos complementary to the process guide material
- Live and pre-recorded instructor-led webcasts
- Instructor-led hands-on training

All the aforementioned delivery formats will be tailored to audience size, scope of material, and complexity of process. Subject matter that will be covered in the curriculum includes at minimum:

- Overview of site navigation
- Content management, roles and responsibilities
- Configuration of all relevant settings for site, pages, modules, extensions, and plugins

Please note that distance learning such as webcasts, where applicable, helps to reduce implementation costs, makes available a larger number of subject matter experts for a successful implementation. All webcasts will be hosted by Contractor remotely. Travel is excluded from the scope of this implementation.

## Responsibilities

### County Involvement

Contractor is committed to the success of it's the PA deployed solution. . As a partner in the successful implementation of Aumentum Public Access, the County will provide the necessary resources to see the project through to completion within the timetable as referenced in the aforementioned **Project Success Milestone schedule**. To that point, the successful implementation of the Aumentum Public Access Solution will require Client involvement in the following key aspects:



## Training

The County will make accessible its key stakeholder personnel who will be charged with the duties and responsibilities to manage content for the Public Access solution. These County personnel will be key points of contact for training and conveyance of knowledge to County end-users at-large once the solution has achieved go-live.

## Infrastructure and Access

If required by the County, Contractor will provide a "Reach-in" solution for direct remote access to Aumentum Tax data for the purposes of ad-hoc look-up of individual records. The County will be responsible for providing and maintaining a reliable, segregated, and secure Internet proxy connection between Public Access and intranet Aumentum servers for the purposes of Reach-in for the duration of the contracted service agreement. Both Contractor and the County will recognize that Reach-in is to be utilized solely for the purpose of timely access to individual record on an ad-hoc basis.

## Content Creation

The express purpose of Aumentum Public Access is to present current tax and valuation data on behalf of the County. After receiving proper training, the County will be responsible for the creation of any supplementary static content such as that previously mentioned.

E-Forms delivery - Aumentum Tech will provide training on how to create, configure, and manage e-Forms using the software. Updates to the software will occur in alignment with the product release schedule, per the County's existing Maintenance and Support terms.

The County will be responsible for maintaining the e-Forms once created. It is common for e-Forms to require updates based upon changes to the source document/PDF. For this reason, it is recommended that the County designate resources to manage updates to the forms as changes are needed.

## Property Photo Integration

Contractor will provide property photo integration with data representation when County assets exist and are properly referenced and formatted within a Contractor-approved CAMA solution.

## E2E Process Testing

E2E Process Testing is a *required* Project Success Milestone to be performed by the County as part of the implementation. Following a mutually agreed time period set aside for E2E Process Testing, the County is expected to "sign-off" on the tested state of the solution for the production environment. Should complications arise during the E2E testing process, the County will take stock of each item and qualify the problem with the following severity levels

## Issue Management

The County will be responsible for using the JAMA tool to document any defects found during testing throughout the project. Contractor will deliver resolutions either in updated configuration, training, data fixes or code updates deployed by patches or releases, including post go live maintenance releases.

The County will be responsible for testing any defect resolution or failure to correct a defect. Contractor will note the availability of resolution by switching the JAMA state to "Submit to Client." Contractor will automatically close and consider resolved any JAMA issue that remains in the "Submit to Client" state for longer than 15 days. Contractor will follow the following Issue Severity Levels for the implementation project:

Severity	Definition
Level 1	System is down, or major critical functionality is not operating.
Level 2	A non-critical but major functionality is inoperative.
Level 3	System feature is malfunctioning or inoperative, but an alternative procedure exists to achieve business needs.
Level 4	Cosmetic in nature; system feature is functional.



## Interrelated Projects

Implementation of the base Aumentum platform complete.

## System Testing

Upon deployment of the Public Access Solution as deemed functional by Contractor, the County will leverage E2E Process Testing as an opportunity to ascertain if all objectives identified in this Statement and Scope of Work have been fulfilled. By virtue of completing system testing, the County project manager is providing Contractor with assurance that County is indeed satisfied that the Aumentum Public Access COTS solution has been delivered as herein defined.

## Collaboration

In the best effort to keep all project stakeholders abreast of solution progress, a communication plan will be established through the efforts of both the Contractor Project Manager and the County equivalent. Project status will be conveyed through regularly scheduled meetings to bring to light project activities, progress, and impediments to success. Frequency of project status meetings will be determined by the Contractor's Project Manager and the County analogue. Contractor prefers and recommends a webcast / telepresence or conference call format for these status meetings.

## Requesting Change in Scope

### Change management Process

The Contractor shall put a Change Management Process in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

Change Management is a formal procedure to manage changes to project deliverables (including requirements, specifications, resources and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. A Project Change Request (PCR) shall be the vehicle for communicating changes.

A Change of Scope is defined as a change to any of the following:

- A change in the software or hardware configuration.
- A change in the form or functionality of the Contractor application software that deviates from the mutually agreed upon final software requirements; or
- Other changes that could affect the project schedule, resources, scope or budget as mutually agreed by all parties.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented through Contractor's Change Management System. The County or Contractor can initiate these project change requests. Both parties shall identify the nature of the proposed change and reasons for the proposed change. The County acknowledges that the process of scoping a Change Request may include a substantial amount of work effort by the Contractor. For any Change Request that Contractor estimates will require more than a nominal effort (5-10 Hours) to define, Contractor will provide an estimate of how long it will take to define the changes requested. The estimate shall be provided in written form or communicated via e-mail. The estimate will include the number of hours associated with estimating the Change Request as well as any expected travel related expenses. Based on the estimate provided, the County can then choose to have Contractor move forward with defining the Change Request or cancel their request.

Contractor shall evaluate the effect of the change set forth in the Change Request (CR) with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of Contractor's evaluation shall be added to and become part of the Change Request. If Contractor's evaluation of the request is positive, Contractor will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If Contractor's evaluation is negative, Contractor will provide their rationale for not recommending the change.



Contractor will work jointly with the County to determine mutual interest in pursuing the Change Request. The County may accept or reject the proposed solution. Should mutual agreement be reached, Contractor shall submit feedback to the County, including impact to timing and price of implementation and ongoing maintenance.

If Contractor does not agree that functionality requested by the County is in scope, then the County shall initiate a billable Change Request. Contractor will complete an estimate of the work effort to define the Change Request as listed above or if nominal effort is required to verify the Change Request, defining potential impact and risk, a cost proposal and a statement of work for the change requested. The County Project Management and Steering Committee will review the Change Request. If the parties decide to cancel the Change Request the process ends and any fees that were mutually agreed upon will be invoiced to the County for the evaluation and analysis of the Change Request. If County approves the Change Request, then mutually agreeable payment and delivery terms will be further defined.

## **ASSUMPTIONS AND CONSTRAINTS**

- This project includes the delivery of the current state standard configuration and setup of the Aumentum COTS PA Module.
- All services to be performed remotely.
- The County is responsible for any necessary software training or testing with all third-party agents.

Aumentum Technologies warrants that it shall maintain the following service levels with respect to The County's End User customers: Aumentum Technologies systems will be operational such that End Users have the ability to access the Software a minimum of 97% of the time, excluding planned downtime for maintenance. Additionally, no planned downtime is to occur on the week (7 days) prior to Property Tax installment due dates, set by the State of California to be December 10th (first installment) and April 10th (second installment) of each year.

- 97%+ uptime 0% discount
- 90% - 96.99% 7% discount off impacted customer's service fees
- 80% - 89.99% 17% discount off impacted customer's service fees
- Reduced by an equal ratio 50% down time equals 50% discount off impacted customer's service fees.

## BILLING MILESTONES

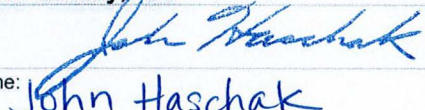
This Statement of Work No. CA2014.002.04-SOW will confirm all requests for Software as a Service as outlined and at the prices indicated. This SOW will be Exhibit A to the *Master Agreement for Software as a Service* between the County and Contractor, and all the terms and conditions of those agreements will pertain.

BILLING MILESTONES FOR AUMENTUM IMPLEMENTATION (SEE FOLLOWING PAGES FOR DETAILED ACCEPTANCE CRITERIA):

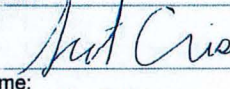
Billing #	Project Phase	Workstream	Billing Amount
Milestone		Contract Signing	\$75,000.00
Milestone #1	Initial Setup	Hosting Site Staged	\$60,000.00
Milestone #2	Production Readiness	Pre-Go Live Authorization	\$47,600.00

Support fees as specified in Schedule No. CA2014.002.04 for Maintenance and support are intended to commence on the date the system goes live.

**Mendocino County, CA:**

Signature:   
 Printed Name: John Haschak  
 Title: Chair of the Board of Supervisors  
 Date: 10-09-2020

**Contractor:**

Signature:   
 Printed Name: Scot Crismon  
 Title: Executive Vice President  
 Date: 9/16/20

# Deliverable Acknowledgement Statement (DAS) – Contract Signing

## Purpose

This form establishes County acknowledgement of Contract Signing and that the County will be invoiced the fees referenced below.

## Acceptance Criteria:

The Contracts have been fully executed by both parties.

The Contracts were fully executed on: \_\_\_\_\_

County response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Contractor with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. We the undersigned agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement CA2014.002.04, the county will be billed **\$75,000.00** upon signing this form.

☐Accepted ☐Rejected

### County of Mendocino

Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Aumentum Technologies

Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Deliverable Acknowledgement Statement (DAS) # 1 – Public Access Hosted Site Staged with Commencement of Configuration, Training and Testing

## Purpose

This form establishes County acknowledgement of the completion of the site staging for the Aumentum Public Access Solution; confirming that the Public Access site is available to the County for configuration, training and testing.

## Acceptance Criteria:

- Public Access hosted site staging complete and the County can connect to the Contractors PA site.
- The staging includes initial set up but does not imply the completion of the full configuration of PA.
- The site staging readiness authorizes project team to commence with joint configuration, training and testing.

This service was completed on: \_\_\_\_\_

County response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Contractor with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. We the undersigned agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement CA2014.002.04, the county will be billed **\$60,000** upon signing this form.

☐Accepted ☐Rejected

### County of Mendocino

Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Aumentum Technologies

Signature: \_\_\_\_\_  
Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Deliverable Acknowledgment Statement #2 - Public Access Go-Live Authorization

## Purpose

The purpose of this acceptance form is for the County to authorize the PA Module for Go Live, and is in agreement that Contractor should proceed to create a transition to a customer operations plan for the week of Go Live.

## Acceptance Criteria

- Contractor has engineered and / or configured services to import and format appropriate tax and / or CAMA information for presentation in Aumentum Public Access on a regular schedule.
- Contractor has provided the standard application software pursuant to the extraction of data from Aumentum Technologies Valuation and / or Taxation solutions for display in Aumentum Public Access
- The County has been provided instruction and materials with regards to solution configuration, content management, maintenance, and end-user education
- Solution is functioning as described in this Statement and Scope of Work with zero Severity Level 1 issues outstanding unless it is mutually agreed that go-live can proceed with an acceptable delivery data for any remaining Severity 1 issues. All outstanding issues of lesser severity have been properly documented for consideration in future maintenance releases.
- The County has viewed and tested each solution component as Part of E2E Process Testing.
- The County agrees the PA module is ready for production use (defined as use for any other reason other than testing).
- Any newly identified items from the point of transition date will be submitted to and resolved by the Contractor customer operations (support) team.
- With this acceptance, it is understood by all parties that all project DAS milestone deliverables are accepted as complete and billed as applicable, and this PA Module project is complete.

Go Live will be scheduled for the following date: \_\_\_\_\_

County response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Contractor with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

We the undersigned agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement CA2014.002.04, the county will be billed **\$47,600** upon signing this form.

☐Accepted ☐Rejected

### County of Mendocino

Signature: \_\_\_\_\_  
 Name (Printed): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### Aumentum Technologies

Signature: \_\_\_\_\_  
 Name (Printed): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

Vanille Raul 09/15/2020

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239

Grant: ☐ Yes ☒ No

Grant No.: N/A

**COUNTY OF MENDOCINO**

By: John Haschak

JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Lyndsey Dine

Deputy

OCT 07 2020

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

CARMEL J. ANGELO, Clerk of said Board

By: Lyndsey Dine

Deputy

OCT 07 2020

**INSURANCE REVIEW:**

By: Carol Dyer

Risk Management

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By: Darcie Antle

Deputy CEO

**CONTRACTOR/COMPANY NAME:**

NAME AND ADDRESS OF CONTRACTOR:

Mantron, Inc. (Aumentum Technologies)

510 E. Milham Avenue

Portage, Michigan 49002

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:

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski

Deputy

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: \_\_\_\_\_

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED  
SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered CA2014.002.02 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC. – A Thomson Reuters Business</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	<b>MENDOCINO COUNTY, CALIFORNIA</b> 501 Low Gap Road, Room 1010 Ukiah, CA 95482 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (269) 388-2633 Fax No.: (269) 567-2930 E-mail Address: <a href="mailto:Matt.Henry@ThomsonReuters.com">Matt.Henry@ThomsonReuters.com</a>	Attention: Telephone No.: Fax No.: E-mail Address:

The parties have executed these Schedules as of the dates set forth below their respective signatures.

**TRTA Gov**

By: [Signature]  
(Signature)

Its: V.P., Finance  
(Title)

Date: March 9, 2017

Witnessed: Matthew Henry  
(Signature)

By: Matthew Henry  
(Printed or Typed Name)

**MENDOCINO COUNTY, CALIFORNIA**

By: [Signature]  
(Signature)

Its: Board of Supervisors Chair  
(Title)

Date: MAR 21 2017

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

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

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

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

Witnessed: [Signature]  
(Signature)

Date: MAR 21 2017

**SIGNATURE PAGE**

Date: March 1, 2017 G.S.



**SOFTWARE SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**

Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Comments
Aumentum Business Revenue v10.0	1	\$ 15,000.00	\$ 15,000.00	
Total Software Fees:			\$ 15,000.00	

**SOFTWARE USE RESTRICTIONS:** Site license(s). The license and license fees associated with the Business Revenue v10.0 implementation for Cannabis is separate from the license and license fees associated with the Aumentum Business Revenue license associated with Schedule # CA2014.002.01.

**TERM OF SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

Date: March 1, 2017 G.S.

**MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Services") SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**  
Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES		
Software Product	Annual Price	Comments
Aumentum Business Revenue v10.0	\$ 2,690.00	
Total Annual Software Support Services Fees - Year #1	\$ 2,690.00	

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services shall commence on Go-Live and shall continue for an initial period of sixty (60) months subject to termination as defined in the Master Agreement. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: March 1, 2017 G.S.



**PROFESSIONAL SERVICES SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**

Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
General Description of Services	Model Number	Days/ Quantity	Unit Price	One-Time Fees	Comments	Estimated Completion Date
Business Revenue Implementation	INSAPP	1				TBD
Business Revenue Project Management	PROJM	1	\$ 34,840.00	\$ 34,840.00		TBD
40-Hours Billed As Used Professional Services for Installation of Aumentum Business Revenue Module in the locally installed / on premise environment.	CONV	40	\$ 200.00	\$ 8,000.00	Billed As Used	TBD
Business Revenue Conversion Estimate \$200/Hour - Billed As Used	CONV	52	\$ 200.00	\$ 10,400.00	Billed As Used	TBD
Business Revenue Estimated Travel Travel will be Billed As Used. This is not a cap.	TRAVEL	1	\$ 15,000.00	\$ 15,000.00	Billed As Used	TBD
<b>Total Professional Services Fees:</b>				<b>\$ 68,240.00</b>		

**PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Professional and Consultation/Training Services fees are due and payable after TRTA Gov performs such services in accordance with the Statement of Work and TRTA Gov's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with TRTA Gov's Professional and Consultation/Training Services.

**ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** TRTA Gov shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional and Consultation/Training Services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) TRTA Gov recommends one (1) person per PC / terminal; and
- (6) Class size should not exceed twelve (12) trainees.

Date: March 1, 2017 G.S.

## **ASSUMPTIONS FOR MENDOCINO COUNTY, CALIFORNIA**

Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

### **Timeline**

- o California new legislation was signed into law in October 2015 regulating the medical marijuana industry
- o Recreational Marijuana won the vote and is now legal in California.
- o January 1, 2017 – Aumentum Business Revenue installed and ready for manual account creation and taxation
- o April 1, 2017 – Aumentum Cashiering installed/configured for collections

### **Configuration**

- o There are four (4) incorporated Cities within the County. Appropriate Tags, Funds, Accounts would need to be setup.
- o Aumentum Tax Distribution must be installed and configured to disburse tax collections
- o Basic calculation formulas and methods will be used which are currently supported by the product

### **Conversion**

- o Accounts do not exist in a legacy system
- o No data to be converted – day forward solution, county would have to hand enter all data.
- o County staff will manually create the business account, location, and business tax/trust tax account
- o Only data to be imported is data that is necessary to support proper and error free operation of Aumentum

### **Public Access**

- o Online functionality is not required for go-live of Business Revenue tax, but is part of long term plan
- o Public Access for Business Revenue with regard to this Marijuana Tax is not a part of their existing agreement and would be an addendum to their contract with appropriate charges.

### **The Aumentum application and database is to be a locally installed / on premise solution.**

- o Training to be provided to allow client to conduct the base level functions
- o Create Legal Parties
- o Business Accounts
- o Locations
- o Business Tax and/or Trust Tax Accounts
- o Collections
- o Printing of Certificates

- Product base reports are to be used.
- Assumption: Engineering dependency is zero at this point.

Date: March 1, 2017 G.S.

**SUMMARY SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**

Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	\$ 15,000.00
PROFESSIONAL SERVICES (billed as used)	\$ 68,240.00
<b>Total One-Time Fees - Plus Freight:</b>	<b>\$ 83,240.00</b>

**Payment Terms for One-Time Fees:** Manatron will invoice the County per the following Schedule. Fees are due and payable after Manatron performs such services in accordance with the Billing Milestone Acceptance forms in the Statement of Work and Manatron's invoice(s) that shall be sent to the Customer. All invoices are due within 30 days of receipt.

ONGOING FEES	
Description	Annual Price
SOFTWARE SUPPORT SERVICES - Years 1	\$ 2,690.00
SOFTWARE SUPPORT SERVICES - Years 2	\$ 2,771.00
SOFTWARE SUPPORT SERVICES - Years 3	\$ 2,854.00
SOFTWARE SUPPORT SERVICES - Years 4	\$ 2,940.00
SOFTWARE SUPPORT SERVICES - Years 5	\$ 3,028.00

**Payment Terms for Ongoing Fees:** Ongoing Fees are due and payable in advance of each annual term and after Year # 5 are subject to increases as defined in Section 8.2 of the Master Agreement.

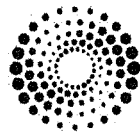
**Taxes:** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days of receiving written notice of such tax liability from Manatron.

Date: March 1, 2017 G.S.

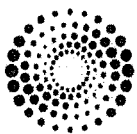
**THOMSON REUTERS**  
**AUMENTUM**

STATEMENT OF WORK  
CA2014.002.02

Mendocino County, CA



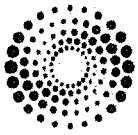
**THOMSON REUTERS™**



DOCUMENT INFORMATION

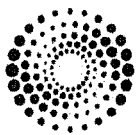
<b>Document Title</b>	Statement of Work # CA2014.002.02-SOW - Cannabis				
<b>Author</b>	Project Management Office				
<b>To Be Approved By</b>	TRTA Gov Project Manager – TBD		Mendocino County, CA Project Manager -		
<b>Comments</b>					
<b>File Name</b>	Mendocino County CA2014.002.02-SOW				
<b>REVISION HISTORY</b>					
<b>Rev</b>	<b>Section</b>	<b>Type</b>	<b>Date</b>	<b>Author</b>	<b>Remarks</b>
0.1					
0.2					
0.3					
.04					
.05					
.06					
.07					
1.0					
1.01					





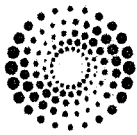
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## 1 STATEMENT OF WORK (SOW) INTRODUCTION

### 1.1 DOCUMENT PURPOSE

This Statement of Work (SOW) will be an addendum to Schedules for Master Agreement No. CA2014.002.02 pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 by and between Manatron, Inc. – A Thomson Reuters Business (hereafter referred to as “Thomson Reuters Tax & Accounting, Government” or “TRTA Gov”) and Mendocino County, California (hereafter referred to as Client) all the terms and conditions of those agreements will pertain. It is intended to define the work requirements and responsibilities between Thomson Reuters Tax and Accounting, Government and the Client on deliverables related to the project implementation.

### 1.2 PURPOSE STATEMENT

The purpose of this project is to implement the TRTA Gov Aumentum solution into the Client's office. This Statement of Work describes the project that TRTA Gov is responsible for implementing as well as the responsibilities of both parties. During the project planning phase, a subsequent Project Management Plan (or Execution Plan) and project schedule will be jointly agreed upon by the TRTA Gov and Client project managers. The Project Management Plan will detail how the project will be managed, including communication, risk, and more specific scheduling plans related to the project.

The TRTA Gov Aumentum software implementation project will facilitate the installation of the most recent standard configuration of the software (as demonstrated to the Client) into the Client's process scheme.

#### 1.2.1 PUBLIC ACCESS

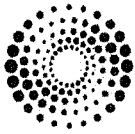
This statement of work assumes that the public access (eGovernment) module and components for items such as eBilling, eFiling, ePayment is excluded from the scope of this project. The Client may integrate with other systems by extracting the needed data.

### 1.3 PROJECT PHASES

TRTA government projects are administered in phases as outlined in the main project SOW (CA2014.002.01). This project will use 5 of the phases as noted below:

- Phase 1 and 2: Project Start up; Base System Installation and Setup
- Phase 5: Client Specific Configuration
- Phase 10: User Acceptance Testing
- Phase 11: Client Training – billed as used
- Phase 12: Go Live

Within each of these 5 project phases, the Thompson Reuters implementation team will institute a methodology of providing interim deliverables in the form of workshops. Workshops help breakdown the larger milestones into smaller units of work to be delivered to the Client. They include discreet inputs and outputs with acceptance criteria for each. The intent is for both parties to agree upon the completion of each of these workshops during a project phase so that leading into a project milestone; all deliverables will have been clearly met or notes if off track. Below and included in Attachment A is a sample of available workshops the TRTA Gov professional services can offer.

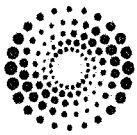


Workshops which are typical for a project of this size and scope have been included in Attachment A for reference. During the phase 1 project planning and project scheduling deliveries, TRTA Gov will provide to the County a final listing of workshops required to deliver all project tasks within the scope of work for the project.

Throughout the course of the project, in the event the Client or TRTA Gov identifies scope that is not contained within the SOW referenced workshops, the change management process will be followed to add or expand workshop(s) that will deliver the necessary project activities. This may include but is not limited to training, business process analysis, configuration and conversion.

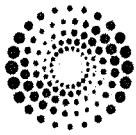
Mendocino Count of Workshops										
Row Labels	Milestone No. 1	Milestone No. 2	Milestone No. 4	Milestone No. 5	Milestone No. 7	Milestone No. 9	Milestone No. 10	Milestone No. 11	Milestone No. 12	Grand Total
Accounts Receivable				1						1
Business Revenue				9	2	1	3	2	1	21
Cashiering				10		1	3	2	1	20
Configuration			7	2						9
Intro to Aumentum			5							5
Levy				1						1
PMO	3								1	11
<b>Grand Total</b>	<b>3</b>	<b>12</b>	<b>23</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>4</b>	<b>3</b>	<b>13</b>	<b>68</b>

DAS Map and ID	Workshop Title
<b>Milestone No. 1</b>	
PMO.01.01	Client Project Kick-off
PMO.01.02	Project Plan
PMO.01.03	Project Schedule
<b>Milestone No. 2</b>	
CNFG.02.01	Common Functions
CNFG.02.02	Configuration of Fees
CNFG.02.03	Configuration of the Functional Calendar
CNFG.02.04	Configuration of Users, Roles, and Security
CNFG.02.05	Configuration of Application Settings
CNFG.02.06	Configuration of Printers
CNFG.02.07	Configuration of Systypes
INTRO.02.01	Configuration of Workstations
INTRO.02.02	Help Screens/external resources
INTRO.02.03	Info Center inquiry screens
INTRO.02.04	System navigation/menu system
INTRO.02.05	User interface/common controls
<b>Milestone No. 4</b>	
AR.04.03	Accounts Receivable Setup /Configuration
BR.04.01	Business Revenue requirements review with Thomson Reuters and the client
BR.04.02	Business Account Maintenance & Detail

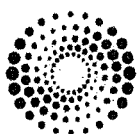


BR.04.03	Business License Maintenance
BR.04.04	Business Trust Tax Maintenance
BR.04.05	Groups, Correspondence, Discovery, Audit Maintenance
BR.04.06	Batch Processes
BR.04.07	Correspondence
BR.04.08	Reports
BR.04.99	Business Revenue - Document requirements review decisions
CASH.04.01	Cashiering requirements review with Thomson Reuters and the client
CASH.04.02	Overview of Cashiering
CASH.04.03	Cashiering Setup / Configuration
CASH.04.04	Cashiering Functionality
CASH.04.05	Balancing
CASH.04.06	Reports
CASH.04.07	Management Console
CASH.04.08	Workflow
CASH.04.09	Correspondence
CASH.04.99	Cashiering - Document requirements review decisions
CNFG.04.01	Configuration Requirements review
CNFG.04.99	Configuration - Document requirements review decisions
LEVY.04.02	Levy setup/configuration
<b>Milestone No. 5</b>	
BR.05.01	Business License Configuration
BR.05.02	Business Trust Tax Configuration
<b>Milestone No. 7</b>	
BR.07.01	UAT BR Configuration review (with client)
CASH.07.01	UAT CASH Configuration review (with client)
<b>Milestone No. 9</b>	
BR.09.01	Business Revenue Interfaces and Extracts
BR.09.02	Business Revenue Reports
BR.09.03	Business Revenue Workflow
CASH.09.01	Cashiering Interfaces and Extracts
CASH.09.02	Cashiering Reports
CASH.09.03	Cashiering Workflow
<b>Milestone No. 10</b>	
BR.10.01	client Business Revenue testing assistance (throughout UAT)
BR.10.02	client Cashiering testing assistance (throughout UAT)
CASH.10.01	Review of TR recommended Business Revenue test





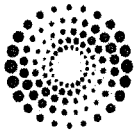
	scripts
CASH.10.02	Review of TR recommended Cashiering test scripts
<b>Milestone No. 11</b>	
BR.11.01	Product overview - provides general review of menus, navigation and searching.
CASH.11.01	Product overview - provides general review of menus, navigation and searching.
PMO.11.01	Train the Trainer (optional with CR)
<b>Milestone No. 12</b>	
BR.12.01	Go Live Preparation
BR.12.02	Go-Live Support
BR.12.03	Validation review and feedback (internal)
CASH.12.01	Go Live Preparation
CASH.12.02	Go-Live Support
CASH.12.03	Validation review and feedback (internal)
PMO.12.01	Cutover Plan
PMO.12.02	Go Live Preparation
PMO.12.03	Go Live Support
PMO.12.04	Prioritized Fault List Review for Go Live (Severity Levels 1 and 2)
PMO.12.05	Prioritized Fault List Review for Go Live (Severity Levels 3 and 4)
PMO.12.06	Lessons Learned
PMO.12.07	Transition to Support - External



## 1.4 DEFINITIONS/ABBREVIATIONS

The following abbreviations are employed in the Statement of Work:

Acceptance Plan	A high level set of criteria for the final acceptance of the system.
BPA (Business Process Analysis) Business Scenario	A Workshop process for reviewing the functional requirements and review how Aumentum COTS will be configured to meet the Client business rules. A high level UML or equivalent use case.
Change Control Plan	A change control template and list of situations/activities that will require a duly authorized Change Order to be considered valid.
Communication Plan	A high level description of the communication procedures that will be used in communications between TRTA Gov and the Client for project management and critical issue resolution.
COTS	Commercial off the Shelf software - for the purposes of this document, COTS refers to the current, generally available releases of Thomson Reuter's software products.
Customer/Client	The Client
DAS	Deliverable Acceptance Statement/Project Acceptance Forms
Issue Management Plan	An issues register and high level description of how issues will be classified registered and resolved.
OJT	On the Job Training
PCR or CR	Project Change Request or Change Request. The formal document used to submit desired project changes.
PMC	Project Management Committee which consists of the working members of the project management team.
PMP	Project Management Plan document (AKA Project Execution Plan)
Project Plan Schedule	Microsoft Project is used to provide mutually agreed upon scheduled activities necessary for project completion.
Risk Management Plan	A high level description of activities TRTA Gov and the Client will implement to mitigate identified areas of risk to the successful completion of the project. The risk plan will also include a Risk Register which will track identified risks and risk management.
SOW	Statement of Work
TFS	Team Foundation Server, an internal system used by TRTA Gov to track and process software modification requests generated through the Connect Care Support system.
UAT	User Acceptance Testing
UML	Unified Modeling Language



## 1.5 SCOPE DEFINITION

This SOW describes the TRTA Gov tasks and activities involved in the implementation of the project as set forth in this document. The project includes defined milestones, deliverables, a payment schedule, and project plan (schedule) to manage the implementation process. Once the actions described in the following work and deliverable sections are successfully completed, the scope of this project will end. Each milestone, to be defined in the project schedule, will require timely acceptance by the Client for that specific deliverable upon completion.

All TRTA Gov personnel resources, as well as products proposed to be furnished during the delivery of services under this SOW, will be detailed herein. Only TRTA Gov personnel and products specifically described in this SOW will be furnished.

Project requirements or services not explicitly included in the TRTA Gov contract, SOW or in the Functional Requirements set forth below in Appendix [A] will be considered out-of-scope, and will be handled through the TRTA Gov change control process.

## 2 PROJECT START UP – PHASE 1

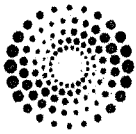
### 2.1 PROJECT WORK DEFINITIONS

TRTA Gov will utilize its Project Methodology to manage the project. Through the use of this discipline TRTA Gov will provide overall project management, as well as provide software licenses, software integration, implementation, acceptance test support, training, consulting services, and associated deliverables, and the application software as documented in this SOW. The Client will promptly assign a project manager and also provide required technical and domain expertise in accordance with a preliminary work plan developed by TRTA Gov, and the Client.

### 2.2 PROJECT APPROACH

This contract amendment is bringing forward aspects of the larger Aumentum Valuation, Tax and Business Revenue projects to allow a Cannabis Business Revenue solution to be installed. This will be accomplished by managing and delivering this project using these guiding principles:

- The scope of this project includes Thomson Reuters working with Mendocino County to deliver to install, setup and configure a stand-alone Aumentum Cannabis Business Revenue solution prior to the full Aumentum valuation and tax solution.
- No data conversion will be included in the scope of the project work. The system will be installed as a day-forward solution, meaning all ownership and property characteristic data will have to be hand entered starting with the go-live of the new system.
- As part of the full Aumentum project implementation, the Cannabis Business Revenue stand-alone solution will need to be converted / migrated into the full Aumentum database. This is outside the scope of the stand-alone Aumentum Cannabis Business Revenue implementation.
- Some data entry by the end user will be necessary in order to proceed with testing and training phases of the project.
- End users will be responsible for creating and maintaining any correspondence and reporting requirements using standard data services provided as part of the install.
- This project will be driven using a Proof of Concept (POC) approach built upon the existing 10.00 California BR solution.
- A hands-on interactive workshop driven approach will be used to stand up a base system where Thomson Reuters technical consultants and Client end users specialist work collaboratively to evaluate configuration



and business process needs. Should it become necessary for core system changes to be made that require scheduling and release planning in order for project work to proceed, the viability of the project schedule will need to be evaluated by the project management and/or project governance committee.

## 2.3 PROJECT MANAGEMENT

TRTA Gov and the Client project managers will manage the overall project effort and supervise each project subgroup tasked with all key project deliverables. TRTA Gov will appoint a project manager for the duration of the project that will be the primary point of contact with Client. The TRTA Gov project manager will be responsible for weekly status calls and scheduling. The TRTA Gov project manager will be fully knowledgeable of the goals of the project, with an objective to provide access to customer resources (such as personnel, documents, and physical areas) and be responsible for all administrative and technical decisions on the project, in conjunction with the Client project manager. Furthermore, the project manager will coordinate all TRTA Gov on-site and off-site personnel working on the project. The TRTA Gov Project Manager will schedule implementation team resources and work with the Client Project Manager to ensure that the Client team resources are available for planned activities.

## 2.4 DEFINE AND INITIATE PROJECT COMMUNICATIONS PROCESSES

The objective of this activity is to define the communication needed and orchestrate it effectively for the project as defined below. The project manager will perform several tasks at the beginning of the project including:

- Define, agree, and initiate the project communication plan
- Agree upon and establish a project management library and / or portal
- Define the Escalation Process, including specific named stakeholders
- Initiate Issues Register
- Initiate Risk Register

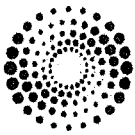
## 2.5 ESCALATION PROCESS

Project issues, that cannot be resolved by the TRTA Gov and Client Project Managers or by the Project Management Team, will be managed through the Escalation Process, including written notification to the Project Steering Committee.

The committee will be responsible to resolve or make final recommendations on issues that are escalated by the Project Managers to the Project Steering Committee. The committee members will also be responsible for review of any change controls involving cost, schedule requiring approval TRTA Gov and client senior management.

Table 1: Project Steering Committee

Name	Title	Role	Contact Information
Julie Forrester	County PM	Oversee the activities performed by the staff within the county	<a href="mailto:forresterj@co.mendocino.ca.us">forresterj@co.mendocino.ca.us</a> 707-234-6883
Shari L. Schapmire	Treasurer, Tax Collector	Project sponsor	<a href="mailto:schapmis@co.mendocino.ca.us">schapmis@co.mendocino.ca.us</a> 707-234-6884
Moore, Kelby	TRTA Gov, Dir Operations	Professional Services & Implementation Oversight	<a href="mailto:kelby.moore@thomsonreuters.com">kelby.moore@thomsonreuters.com</a> 937-684-6288
Channell, Jennifer	TRTA Gov PM	Manage all aspects of the project	<a href="mailto:jennifer.channell@thomsonreuters.com">jennifer.channell@thomsonreuters.com</a> 269-388-2549



## 2.6 PROJECT PLANNING

TRTA Gov will provide the initial Project Planning tools including a proposed detailed project schedule and estimated project staffing resource requirements. The TRTA Gov Project Manager and the Client Project Managers shall conduct a joint review of the proposed project schedule during the planning phase. Once the schedule is agreed by the project management team it will become the primary tool used to guide the project team, monitor, and control the project.

Any material changes to the accepted project schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either project manager will be processed using the defined change control procedures.

TRTA Gov will identify resources required to sufficiently staff the project during project initiation and planning. Thomson Reuters's resources are assumed to be shared with other activities outside of this project unless otherwise specified here as a dedicated project resource. The Client is responsible for providing the required staff at the appropriate times throughout the project (as identified in the project schedule).

## 2.7 CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

The intent of the Cannabis project is that Mendocino will receive the standard Business Revenue solution as is. If engineering changes or additional professional services work is required, the scope of the project will be re-evaluated between Thomson Reuters and the client and the schedule will not be guaranteed. Should a Change Request be necessary, this section defines the formal process.

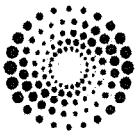
Change Management is a formal procedure to manage changes to project deliverables (including requirements, specifications, resources and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analysed, evaluated, and reported. A Project Change Request (PCR) shall be the vehicle for communicating changes.

A Change of Scope is defined as a change to any of the following:

- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the TRTA Gov application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule, resources, scope or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented through Thomson Reuters's Change Management System. The Client or TRTA Gov can initiate these Change Requests. Both parties shall identify the nature of the proposed change and reasons for the proposed change. The Client acknowledges that the process of scoping a Change Request may include a substantial amount of work effort. For any Change Request that TRTA Gov believes will require more than a nominal effort (5-10 Hours) to define TRTA Gov will provide an estimate of how long it will take to define the changes requested. The estimate can be provided in written form, communicated via e-mail, verbally, or as mutually agreed upon between both parties. The estimate will include the number of hours associated with estimating the Change Request as well as any expected Travel Related expenses. Based on the estimate provided, the Client can then choose to have TRTA Gov move forward with defining the Change Request or cancel their request.





TRTA Gov shall evaluate the effect of the change set forth in the Change Request (CR) with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of Thomson Reuter's evaluation shall be added to and become part of the Change Request. If Thomson Reuter's evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If Thomson Reuter's evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the Client to determine mutual interest in pursuing the Change Request. The Client may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the Client, including impact to timing and price of implementation and maintenance.

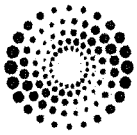
If TRTA Gov does not agree that functionality requested by the Client is in scope, then the Client initiates a change request. TRTA Gov will complete an estimate of the work effort to define the Change Request as listed above or if nominal effort is required to verify the change request, defining potential impact and risk, a cost proposal and a statement of work. The Client Project Management and Steering Committee will review the change request. If the parties decide to cancel the CR the process ends and any fees that were mutually agreed upon will be invoiced to the Client for the evaluation and analysis of the change request. If Client approves the change request then mutually agreeable payment and delivery terms will be further defined.

## 2.8 RISK MANAGEMENT

Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each project risk at the appropriate management levels. The set of identified project risks is monitored via project cost, schedule, resource, and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed, during the reporting/status updates for the project.

## 2.9 PROJECT REPORTING

- **Regularly scheduled status reports** - TRTA Gov shall develop a regular status report for the Client in conjunction with the agreed upon schedule for status review meetings. The status reports will include a list of completed tasks, a schedule of tasks to be completed, and verification of milestone/billing completion dates, issues, problems, concerns, and procedure changes. The specific content of the client status report is defined in the Project Management Plan.
- **Risk Register** - During the initial planning meetings the risk register will be formally established and tracked as well as updated throughout the project.
- **Change control register** - The status of formal Project Change Requests will be tracked on the Change Control Register.
- **Project Schedule** - Progress will be measured against and tracked on the project schedule by the TRTA Gov project manager. The schedule will be published by TRTA Gov biweekly throughout the project.
- **Project Reviews** - TRTA Gov and the Client will conduct regularly scheduled meetings to review and update overall project status, report on activities and recommendations from the Project Steering Committee, and report the status of compliance to the Project Team.



- **Project Document Library** – TRTA Gov will make a library of project documentation available to the Client. The Client shall have the option of posting all items from the library to their intranet SharePoint site, provided all documents are treated as confidential and proprietary, and not a matter of public record.

### 3 BASE SYSTEM INSTALLATION AND SETUP - PHASE 2

The purpose of this phase is to install the base Business Revenue Database in a locally installed / on premise Aumentum solution at the Client's location, on the Client's equipment with access to the application for the Client.

#### **TRTA Gov Roles and Responsibilities – Base System Install**

- All base system COTS components required to execute the project have been installed;
- All base system COTS components are operable, but not necessarily integrated with the external systems, in the development environment;

#### **Client Roles and Responsibilities – Base System Install**

- Provide technical information and support to TRTA Gov for the access permissions to be set up for the locally installed / on premise Aumentum solution.

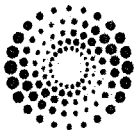
### 4 CLIENT CONFIGURATION – PHASE 5

Due to the highly configurable nature of the Aumentum COTS application, Client specific configuration is required for the valid function of the software. Through the course of the project, TRTA Gov and the Client will execute Workshops in order to review how Aumentum COTS will be configured to meet the Client business rules. These sessions will be informal in nature, but will serve a dual purpose as preliminary training on the system.

This phase involves configuring and testing the specific application features to match the client needs. This, Informal UAT, will kick-off the process of the Client identifying and writing Test Scripts that will ultimately be used in UAT.

#### **TRTA Gov Roles and Responsibilities**

- Document the initial set of configurations based on workshop sessions with the client;
- Create and maintain the client configuration database;
- Test the base applications functionality based on the initial configuration prior to client testing;
- Review the Application with the client based on the initial configuration; and
- Make any mutually agreed upon corrective changes based on client feedback and contracted severity levels.



**Client Roles and Responsibilities**

- Provide all of the requested codes, system settings and account codes required to populate Aumentum;
- Provide the necessary information to facilitate completion of the appropriate configuration;
- Test application's initial configuration results using the Clients test scripts and data; and
- Report any configuration faults in the TRTA Gov prescribed format.

## 5 USER ACCEPTANCE TESTING (UAT) – PHASE 10

User Acceptance Testing is primarily concerned with testing the functionality of the delivered software and configurations as identified in the previous phase. The Client has the primary responsibility for conducting this testing.

Interface Integration Testing is Part of User Acceptance Testing process which ensures that the system properly connects to external systems as agreed upon during the Configuration Workshop. This project scope assumes one UAT cycle. The following activities will take place prior to during UAT.

**TRTA Gov Roles and Responsibilities**

- Validate test scripts for faults;
- Provide sample documents and procedures which support the testing process;
- Respond to reported faults and questions as they arise throughout the testing process; and
- Provide guidelines for level of detail required for submitting test results back to TRTA Gov.

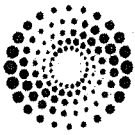
**Client Roles and Responsibilities**

- Development of the test strategy/plan document;
- Development of test scripts;
- Execution of testing scripts;
- Management, documentation, reporting of test results back to TRTA Gov;
- Rank, prioritize or otherwise note level of severity of each item found; and

## 6 CLIENT TRAINING – PHASE 11

Training of personnel is critical to the immediate and long-term success of any system. TRTA Gov will assist in defining and reviewing a training strategy in consultation and with approval of the Client. The client project personnel activity engaging in this project (Technical staff, SME's) will be responsible for conducting training for their own Client staff. TRTA Gov assumes that the project users are knowledgeable in the operation of workstations in a Windows® environment.

- No dedicated training days are included in the scope of this statement of work. Any training specific to the Cannabis functionality is considered included as part of the Aumentum Implementation training plan (Aumentum SOW), travel estimates and overall services budget. If client wishes to bring forward training days for Cannabis project any such training days would be billable against Schedule # CA2014.002.01 and Phase 11 – Client Training – (Billing Milestone #11) in the Statement of Work.



- On the job training in workshop environment – county personnel being actively engaged in all project workshops and testing activities will inherently also provide hands on learning for the Cannabis functionality (to help reduce additional training classes and costs)
- Any additional training for the Cannabis Business Revenue functionality will be billable against the Phase 11 – Client Training – (Billing Milestone #11)

Training will be provided to allow the client to conduct base level functions.

- Create legal parties
- Locations
- Collections
- Business Accounts
- Business Tax and/or Trust Tax Accounts
- Printing of certificates

The general provisions for client training include:

1. Client shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
2. All Client personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
3. Up to six hours of training are included in a "full day" of training;
4. Client acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
5. TRTA Gov recommends one (1) person per PC/Terminal; and
6. Class size not to exceed twelve (12) trainees.

#### **TRTA Gov Roles and Responsibilities**

- With the Client Project Manager, define and implement a mutually agreed upon training strategy;

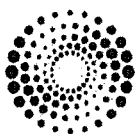
#### **Client Roles and Responsibilities**

- Provide training location and setup as described in section 12.5;
- With the TRTA Gov Project Manager, define mutually agreed upon training sessions (types of training);
- Identify the appropriate users for each training session;
- Ensure the employees attend the training sessions; and
- Provide planning, vacation and Holiday schedules.

#### **6.1 TRAINING LOCATION/FACILITIES**

TRTA Gov will provide training at the Client offices. For all training locations the Client will provide the following training facilities:

- Classroom equipped for a maximum of 12 students;
- One PC per user with access to the training system;
- Overhead projector (compatible with instructor's PC), projector screen, white board and flip charts; and
- Application environment and training database – a computing environment consisting of a stable release of the application software, a training database containing converted data and the required network access.



## 6.2 TRAINING MATERIALS

TRTA Gov will provide or make available course materials to be used by trainers and trainees during client (train the trainer) conducted training classes. TRTA Gov will also provide PDF electronic copies of the materials to the Client for duplication and distribution.

## 7 GO-LIVE – PHASE 12

Initiate Production and Business Process Cutover –Depending on the Client, and it involves the transition of the system from a test environment to the daily usage in production operations.

### 7.1 PROJECT COMPLETION

Detailed project schedule and completion dates will be mutually agreed upon during the project planning phase.

### 7.2 PLACE OF PERFORMANCE

TRTA Gov will perform all project work at Thomson Reuter's locations and/or the Client offices unless otherwise noted in the SOW. Most TRTA Gov project work will be performed at its offices; however work on the following tasks may be performed partially at the Client offices.

- System Installation and related training;
- Application software configuration;
- End user training; and
- Production cutover.

## 8 MILESTONE DELIVERABLES ACCEPTANCE

### 8.1 MILESTONE DELIVERABLES ACCEPTANCE APPROACH

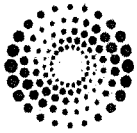
For each of the key milestone deliverables identified in this SOW there will be a formal acceptance process in place. By virtue of completing an acceptance process, the Client Project Manager is providing TRTA Gov with assurance that the Client is satisfied that the deliverable in question and it can be marked complete. Likewise, by not completing (or rejecting) the acceptance process, the Client Project Manager claims the project is off track and should not proceed to the next phase of the implementation until further review can be completed to determine a process for issue resolution. This may impact the overall project schedule.

### 8.2 MILESTONE DELIVERABLES ACCEPTANCE PROCEDURE

The procedure for formal acceptance of a deliverable will have the following steps, in conformance with the contract section on Approval/Acceptance of Deliverables:

- Each deliverable milestone in the project schedule will be completed and presented to the Client;
- For the major project deliverables as defined in this SOW, TRTA Gov will schedule a "Deliverable Overview" conference call with the Client Project Manager to outline the content of the deliverable and provide any points of clarification. This conference call will be scheduled to coincide with the completion of the deliverable;
- A Deliverable Acceptance Statement (DAS) will be presented by the TRTA Gov Project Manager to the Client Project Manager;





The Client Project Manager will review the DAS; confer with the appropriate team members and return the signed DAS indicating acceptance. OR, in the case of non-acceptance the Client will document the reasons, in detail, for the non-acceptance and provide such reasoning in a timely manner. Acceptance or rejection of a DAS will be completed within the specified project schedule timeline to avoid any delays to subsequent project phases;

- In the case of non-acceptance of a deliverable, TRTA Gov will confirm receipt of the Client's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s);
- The TRTA Gov Project Manager will catalog the response on the Deliverable Register and if the deliverable is not accepted the effects on the project in the next Project Status Report (PSR). Effects of non-acceptance may include changes in the critical path schedule; and
- Please Note: It is the responsibility of the Client to maintain appropriate archival and back-up copies of all deliverables.

### 8.3 NONCONFORMING DELIVERABLE

If the Client determines that a deliverable does not meet in all material respects the contractual requirement, the Client shall notify TRTA Gov in writing of the Client's rejection of the Software and Services by utilizing the project acceptance sign off forms at the end of this SOW document. The Client must attach further instruction that specifies the contract requirement (language, page, section), and describe with reasonable detail the non-conformance that forms the Client's basis for rejection of the deliverable.

Upon receipt of notice of non-acceptance, TRTA Gov shall reply within 10 business days with a documented plan to modify or improve the Software and Services at TRTA Gov's sole expense so that the deliverable meets, in all material respects the contracted Acceptance Criteria.

## 9 THE CLIENT RESPONSIBILITIES

### 9.1 OFFICE FACILITIES

The Client shall provide timely access during their regular business hours (M-F 8:00 am - 5:00 pm) to office facilities for TRTA Gov personnel while they are on-site. If after-hours access is necessary it can be pre-arranged with the Client. These facilities shall include work areas, desks and chairs, telephones and wireless access, copier machines, and access to a facsimile machine. All arrangements will be coordinated prior to arriving on site.

### 9.2 FACILITIES ACCESS

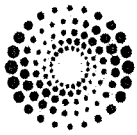
The Client shall provide timely access to all required areas of their premises for TRTA Gov to perform our duties within the requirements of this SOW. Access to restricted areas of the Client premises (including the server room, wiring closets, and so forth) must include an authorized escort from the Client IT.

### 9.3 PROCUREMENT

The Client shall procure and fully license all hardware and software products, other than the software provided by TRTA Gov, required for the project.

### 9.4 SOFTWARE SOLUTION LAB

The Client shall provide a facility that will serve as the lab where computer stations will be set up for interfacing with the test and development database.



## 9.5 NETWORK INFRASTRUCTURE AND TRTA GOV ACCESS

The Client will provide TRTA Gov with network access.

## 9.6 TRAVEL

All on site travel will be mutually agreed upon prior to making any travel arrangements, and the Client will authorize all travel. The Client will be expected to reimburse for all travel expenses according to the agreed upon contract pricing. Any travel deemed necessary outside of the estimated contracted budget will require a billable change request. All TRTA Gov travel will require a 15 day advance booking, per corporate policy.

## 9.7 CLIENT EXPERTISE AND PERSONNEL

The TRTA Gov solution offering leverages Client technical expertise in several areas. Replacing legacy system experience, access to systems and to coordinate with Client system, policies and processes is costly. TRTA Gov can contract for additional services in the areas of system conversion and installation on a time and materials basis in addition to our standard implementation methodology.

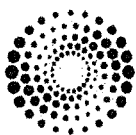
The Client will ensure all project personnel with the appropriate skill level will be available according to the project scheduled dates. Any personnel changes that effect critical project milestones will be addressed through the Change Management Process.

# 10 ASSUMPTIONS AND CONSTRAINTS

Prior to beginning this project, the Client will have had the opportunity to view a demonstration of the Aumentum suite of software products. All issues concerning outstanding functionality will be resolved prior to beginning this project or will be addressed through the Change Management Process.

This project includes the delivery of the current state standard configuration and setup of the Aumentum COTS software suite. Aumentum functionality described in this SOW or any related contract and proposal documents will be provided as part of this project. The configuration phase may reveal necessary changes in workflow, office set-up, or software functionality that could affect the hardware required, project timeline, or standard software functionality.

The Client is responsible for any necessary software training or testing with all third party agents.



## 11 AGREEMENT TO SOW

## STATEMENT OF WORK AGREED AND ACCEPTED:

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's Change Management Process.

This Statement of Work will confirm all requests for software and services as outlined and at the prices indicated. This will be an addendum to Schedules for Master Agreement No. CA2014.002.02 pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between the Client and TRTA Gov, and all the terms and conditions of those agreements will pertain.

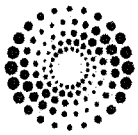
**BILLING MILESTONES FOR AUMENTUM IMPLEMENTATION  
(SEE FOLLOWING PAGES FOR DETAILED ACCEPTANCE CRITERIA):**

Milestone #	Project Phase	Software Billing	Services Milestone
	Phase #1 Project Start Up & Base Configuration	\$0.00	\$0.00
Milestone #1	Phase #2 UAT 40-Hours Billed As Used Professional Services for Installation of Aumentum Business Revenue Module in the locally installed / on premise environment.	\$15,000.00	\$8,000.00 Billed As Used @ \$200.00/Hour
	Phase #3 Client Training <b>Billed As Used</b>	NA	Billed As Used @ \$1,600.00/Day (Billed against Schedule # CA2014.002.01)
Milestone #2	Phase #4 Go Live	NA	\$34,840.00
Milestone #3	Phase #5 Appendix A Data Migration to SCL Database	NA	\$10,400.00

The above fees do not include travel expenses which are estimated at \$15,000.00. Maintenance and Support fees are specified in Schedule #'s CA2014.002.02. Maintenance and Support shall commence on Go Live as referenced in Schedule #'s CA2014.002.02.

**Mendocino County, CA:****TRTA Gov:**

Signature:	Signature:
Printed Name:	Printed Name: <i>Brian A. Wilson</i>
Title:	Title: <i>V.P., Finance</i>
Date:	Date: <i>March 9, 2017</i>



## DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PHASE 2 – READY FOR USER ACCEPTANCE TESTING (UAT) - (BILLING MILESTONE #1)

**Purpose:**

The purpose of this acceptance form is for the Client to sign off on initiation of the UAT phase, and accept billing for this phase.

**Acceptance Criteria:**

1. TRTA Gov has deployed the Aumentum COTS system software in a locally installed / on premise environment for use in business analysis and data conversion development. TRTA has provided initial configuration and demonstration of Aumentum to the Client.
2. TRTA Gov has provided guidelines for the level of detailed required for submitting test results back to TRTA Gov.
3. The Client developed test strategies and scripts.

This service was completed on: \_\_\_\_\_.

The following # of Professional Services Hours were provided: \_\_\_\_\_ X \$200.00/Hour = \$ \_\_\_\_\_.

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 8.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.02 and Master Agreement # CA2014.002, the County will be billed **\$15,000.00** & will be **Billed As Used @ \$200.00/Hour** for all Professional Services Hours related to and provided for the One-Time Set up and Implementation Fee of Aumentum in the locally installed / on premise solution, upon signing this acceptance. It is agreed to proceed to the next phase of this project.

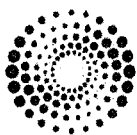
☐ Accepted

☐ Rejected

**Mendocino County, CA:**

**TRTA Gov:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



## DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PHASE 4 – GO LIVE AUTHORIZATION - (BILLING MILESTONE #2)

#### Purpose:

The purpose of this acceptance form is for the Client to authorize Go Live, agree that TRTA Gov should proceed to create a transition to support plan for the week of Go Live, and accept billing for this phase.

#### Acceptance Criteria:

1. TRTA Gov has provided a production cutover plan, identifying resource needs and timeline expectations.
  - a. Any associated travel and travel expenses have been authorized by both parties, with at least 15 days advance notice booking.
  - b. Both TRTA Gov and Client personnel are available for Go Live work.
2. The Client and TRTA Gov agree the system is ready for production.
3. The Client has provided an updated list of any known software issues and severity rankings.
4. All agreed upon training has been completed.
5. TRTA Gov and the Client have mutually agreed upon:
  - a. Fault items that are found in UAT and required for Go Live - see Attachment A (*attach detailed list to this DAS*).
  - b. The final list of items and delivery dates which will be used for Final Acceptance – see Attachment B (*attach detailed list to this DAS*). The project team will be responsible for the delivery of all Go Live and Final Acceptance items.
  - c. The Go Live and Final Acceptance lists will address all items ranked as Severity 1 or 2 (Critical and High) as defined by the contract terms.
  - d. All other project issues ranked as Severity 3 or 4 will be transferred to Product Development for consideration in future maintenance releases. Those items, once released will be documented in release notes.
6. System Go Live and Transition to Support is set for: \_\_\_\_\_ (*insert date*).
7. Any newly identified items from the point of transition date at Go Live will be submitted to and resolved by the TRTA Gov Customer Operations (Support) team.
8. With this sign off, it is expected that all project DAS milestone sign offs are accepted as complete and billed as applicable, exception being final conversion of data into the primary Aumentum project.

Client response period is 5 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 14.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.02, and Master Agreement # CA2014.002, the County will be billed **\$34,840.00** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

☐ Accepted

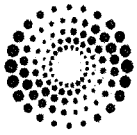
☐ Rejected

**Mendocino County, CA:**

**TRTA Gov:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:





## APPENDIX A

### DELIVERABLE ACCEPTANCE STATEMENT (DAS)

#### MIGRATION OF DATA INTO PRIMARY AUMENTUM PROJECT DATABASE (BILLING MILESTONE #3)

**Purpose:**

The purpose of this acceptance form is for the Client to sign off on the conversion of data into the primary Aumentum database phase in the full Aumentum Implementation project, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

**Acceptance Criteria:**

1. TRTA Gov has provided a full conversion instance.
2. TRTA Gov has identified any known data anomalies for Client follow-up.

This service was completed on: \_\_\_\_\_.

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 8.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.02, and Master Agreement # CA2014.002, the County will be billed **\$10,400.00** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

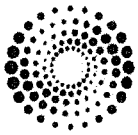
☐ Accepted

☐ Rejected

**Mendocino County, CA:**

**TRTA Gov:**

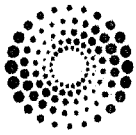
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Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



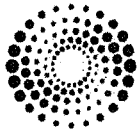
## ATTACHMENT A – Business Revenue Workshops

Mendocino Count of Workshops											
Row Labels	Milestone No. 1	Milestone No. 2	Milestone No. 4	Milestone No. 5	Milestone No. 7	Milestone No. 9	Milestone No. 10	Milestone No. 11	Milestone No. 12	Grand Total	
Accounts Receivable				1							1
Business Revenue				9	2	1	3	2	1	3	21
Cashiering				10		1	3	2	1	3	20
Configuration			7	2							9
Intro to Aumentum			5								5
Levy				1							1
PMO	3								1	7	11
<b>Grand Total</b>	<b>3</b>	<b>12</b>	<b>23</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>4</b>	<b>3</b>	<b>13</b>	<b>68</b>	

DAS Map and ID	Workshop Title
<b>Milestone No. 1</b>	
PMO.01.01	Client Project Kick-off
PMO.01.02	Project Plan
PMO.01.03	Project Schedule
<b>Milestone No. 2</b>	
CNFG.02.01	Common Functions
CNFG.02.02	Configuration of Fees
CNFG.02.03	Configuration of the Functional Calendar
CNFG.02.04	Configuration of Users, Roles, and Security
CNFG.02.05	Configuration of Application Settings
CNFG.02.06	Configuration of Printers
CNFG.02.07	Configuration of Systypes
INTRO.02.01	Configuration of Workstations
INTRO.02.02	Help Screens/external resources
INTRO.02.03	Info Center inquiry screens
INTRO.02.04	System navigation/menu system
INTRO.02.05	User interface/common controls
<b>Milestone No. 4</b>	
AR.04.03	Accounts Receivable Setup /Configuration
BR.04.01	Business Revenue requirements review with Thomson Reuters and the client
BR.04.02	Business Account Maintenance & Detail
BR.04.03	Business License Maintenance
BR.04.04	Business Trust Tax Maintenance
BR.04.05	Groups, Correspondence, Discovery, Audit Maintenance



BR.04.06	Batch Processes
BR.04.07	Correspondence
BR.04.08	Reports
BR.04.99	Business Revenue - Document requirements review decisions
CASH.04.01	Cashiering requirements review with Thomson Reuters and the client
CASH.04.02	Overview of Cashiering
CASH.04.03	Cashiering Setup / Configuration
CASH.04.04	Cashiering Functionality
CASH.04.05	Balancing
CASH.04.06	Reports
CASH.04.07	Management Console
CASH.04.08	Workflow
CASH.04.09	Correspondence
CASH.04.99	Cashiering - Document requirements review decisions
CNFG.04.01	Configuration Requirements review
CNFG.04.99	Configuration - Document requirements review decisions
LEVY.04.02	Levy setup/configuration
<b>Milestone No. 5</b>	
BR.05.01	Business License Configuration
BR.05.02	Business Trust Tax Configuration
<b>Milestone No. 7</b>	
BR.07.01	UAT BR Configuration review (with client)
CASH.07.01	UAT CASH Configuration review (with client)
<b>Milestone No. 9</b>	
BR.09.01	Business Revenue Interfaces and Extracts
BR.09.02	Business Revenue Reports
BR.09.03	Business Revenue Workflow
CASH.09.01	Cashiering Interfaces and Extracts
CASH.09.02	Cashiering Reports
CASH.09.03	Cashiering Workflow
<b>Milestone No. 10</b>	
BR.10.01	client Business Revenue testing assistance (throughout UAT)
BR.10.02	client Cashiering testing assistance (throughout UAT)
CASH.10.01	Review of TR recommended Business Revenue test scripts
CASH.10.02	Review of TR recommended Cashiering test scripts
<b>Milestone No. 11</b>	



BR.11.01	Product overview - provides general review of menus, navigation and searching.
CASH.11.01	Product overview - provides general review of menus, navigation and searching.
PMO.11.01	Train the Trainer (optional with CR)
<b>Milestone No. 12</b>	
BR.12.01	Go Live Preparation
BR.12.02	Go-Live Support
BR.12.03	Validation review and feedback (internal)
CASH.12.01	Go Live Preparation
CASH.12.02	Go-Live Support
CASH.12.03	Validation review and feedback (internal)
PMO.12.01	Cutover Plan
PMO.12.02	Go Live Preparation
PMO.12.03	Go Live Support
PMO.12.04	Prioritized Fault List Review for Go Live (Severity Levels 1 and 2)
PMO.12.05	Prioritized Fault List Review for Go Live (Severity Levels 3 and 4)
PMO.12.06	Lessons Learned
PMO.12.07	Transition to Support - External

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

Shari L. Schapmire  
By: Shari L. Schapmire March 21, 2017  
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 0717 - Funding Allocations to  
be included when Property System  
Line Item: IT Reserve project initiates.

Grant: ☐ Yes ☒ No

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

**COUNTY OF MENDOCINO**

John McCowen  
By: John McCowen  
JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS **MAR 21 2017**

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: K. F. L.  
Deputy **MAR 21 2017**

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

CARMEL J. ANGELO, Clerk of said Board

By: K. F. L. **MAR 21 2017**  
Deputy

**INSURANCE REVIEW:**

RISK MANAGER

By: Alan D. Flora  
ALAN D. FLORA, Risk Manager

**EXECUTIVE OFFICE REVIEW:**

**APPROVAL RECOMMENDED**

By: Carmel J. Angelo  
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ \_\_\_\_\_

**MANATRON, INC. – A Thomson Reuters  
Business**

By: Matthew Henry (see addendum)

**NAME AND ADDRESS OF CONTRACTOR:**

MANATRON, INC. – A Thomson Reuters  
Business

510 E. Milham Avenue

Portage, Michigan 49002

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:**

KATHARINE L. ELLIOTT,  
County Counsel

By: K. Elliott  
Deputy

**FISCAL REVIEW:**

By: Janette Rawn  
Deputy CEO/Fiscal



**MASTER AGREEMENT FOR LICENSED  
SOFTWARE, HARDWARE, AND SERVICES**

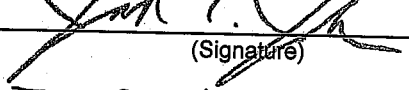
Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
<b>Manatron, Inc. – A Thomson Reuters Business</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	<b>MENDOCINO COUNTY, CALIFORNIA</b> 841 Low Gap Road Ukiah, CA 95482 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 Fax No.: (269) 567-2930 E-mail Address: <a href="mailto:Matt.Henry@ThomsonReuters.com">Matt.Henry@ThomsonReuters.com</a>	Attention: Telephone No.: Fax No.: E-mail Address:

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which TRTA Gov shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules CA2014.002.01 and all future Schedules that reference the Master Agreement No. CA2014.002. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

TRTA GOV

By:   
 (Signature)  
Joe Jackson


Its: Managing Director Government  
 (Typed or Printed Position)

Date: 6.5.2015

Witnessed:   
 (Signature)

By: Matthew Henry  
 (Typed or Printed Name)

MENDOCINO COUNTY, CALIFORNIA

By:   
 (Signature)

Its: Chief Executive Officer  
 (Typed or Printed Position)

Date: 6/9/15

By: \_\_\_\_\_  
 (Signature)


Its: \_\_\_\_\_  
 (Typed or Printed Position)

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

By: \_\_\_\_\_  
 (Signature)

Its: \_\_\_\_\_  
 (Typed or Printed Position)

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

Witnessed:   
 (Signature)

Date: 6/9/15

**DEPUTY**



database by means of in-scope data conversion and/or generated by standard application features.

**"Support Services"** shall have the meaning set forth in Section 5.1.

**"Test Period"** means the thirty (30) day period following (a) Customer's receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

**"Third-Party Software"** means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

**"Version"** means a new adaptation of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the right decimal point. For example, 9.05.00 and 9.05.01 are different Versions of Release 9.05.

**"Web Hosting"** means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

## 2. SCHEDULES.

**2.1 Schedule(s).** TRTA Gov shall license the Software, provide the Hardware, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the "Schedule" and "Schedules").

**2.2 Conflicting Terms.** Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

## 3. SOFTWARE LICENSE.

**3.1 Grant.** TRTA Gov grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

### 3.2 Acceptance Testing.

**3.2.1** During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify TRTA Gov in writing, and TRTA Gov shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time TRTA Gov is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to TRTA Gov and receive a refund of any payments received for the license fee.

**3.2.2** The Software shall be considered accepted for all purposes ("Acceptance") upon the earlier of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify TRTA Gov of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

### 3.3 Scope of Rights. Customer may:

**3.3.1** Install the Software on the Designated Processor and may, upon prior written notice to TRTA Gov, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

**3.3.2** If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

**3.3.3** If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

**3.3.4** Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) TRTA Gov's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to TRTA Gov upon request. All copies that are made by Customer shall be the property of TRTA Gov.

**3.3.5** Make copies of the Documentation for Customer's internal use only, provided that TRTA Gov's copyright and other proprietary legends are reproduced on each copy.

**3.4 Restrictions.** In addition to other restrictions set forth in this Agreement, Customer may not:

**3.4.1** Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

**3.4.2** Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

**3.4.3** Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

**3.4.4** Without prior written approval of TRTA Gov, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

**3.4.5** Without prior written approval of TRTA Gov, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

**3.4.6** Remove the labels or any proprietary legends from the Software or its Documentation.

**3.5 Title.** TRTA Gov reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

**3.6 Right to Audit.** TRTA Gov shall have the right, within ten (10) days of TRTA Gov's written request, during normal business hours and at times mutually agreed upon by TRTA Gov and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to TRTA Gov of the underpayment.

**3.7 Third-Party Software.** Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.



**6.2.3.2 Efforts.** Each party agrees to use commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

**6.2.3.3 Adjustments.** To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

**6.2.4 TRTA Gov Project Manager.** TRTA Gov shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "TRTA Gov Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of TRTA Gov under the Schedule and who shall be the primary point of contact for TRTA Gov. TRTA Gov may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. TRTA Gov agrees that the TRTA Gov Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

**6.2.5 Customer Project Manager.** Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to TRTA Gov.

## 7. INSURANCE

**7.1 Insurance Coverage.** During the term of this Agreement, TRTA Gov shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than \$1,000,000
Data Processing Errors & Omissions.	\$3,000,000
Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising	1,000,000
Injury	
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000

**7.2 Certificate.** Upon request by Customer, TRTA Gov shall provide Customer with certificate(s) of insurance. TRTA Gov shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

## 8. FEES AND PAYMENT TERMS.

**8.1 License Fees.** Customer shall pay TRTA Gov the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

**8.2 Support Fees.** Customer agrees to pay TRTA Gov the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually in advance, commencing on the first day of the month next following the date of installation. TRTA Gov shall have the right to increase the annual support fees for existing Software Releases upon prior written notice. Support fee increases will not be arbitrary or unreasonable. In the event TRTA Gov

provides Customer with any new software product or Release, TRTA Gov may publish and apply a revised Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

**8.3 Other Services Fees.** Unless otherwise stated in the applicable Schedule, Customer shall pay all fees for Services (other than Support Services) on a time-and-material basis based on TRTA Gov's then-current rates and charges for the Services. TRTA Gov will bill other Services as used.

**8.4 Hardware Fees.** Customer agrees to pay TRTA Gov the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon Customer's receipt of the Hardware.

**8.5 Reimbursable Expenses.** Customer agrees to reimburse TRTA Gov for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by TRTA Gov in connection with the performance of Services. Meal expenses shall not exceed TRTA Gov's then-current per-diem amount.

**8.6 Invoices/Acceptance.** All invoices shall be paid in accordance with the terms set forth in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify TRTA Gov in writing the reasons for such delay. Unless otherwise agreed by both parties, TRTA Gov may apply any payment received to any delinquent amount outstanding.

**8.7 Taxes.** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by TRTA Gov, excluding any taxes based upon TRTA Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days after receiving written notice of such tax liability from TRTA Gov.

**8.8 Penalties for Delay.** Neither Customer nor TRTA Gov shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

**8.9 Price Changes.** If TRTA Gov utilizes a third-party Hardware Maintenance services provider, TRTA Gov shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. TRTA Gov shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by TRTA Gov upon thirty (30) days prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

## 9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

**9.1 Communications Equipment.** At a minimum, Customer is required to provide TRTA Gov with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

**9.2 Site Condition.** Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

**9.3 Records.** Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

**9.4 Computer Virus Protection.** Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. TRTA Gov shall not be



**12.2 Notice.** Customer shall give TRTA Gov prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on TRTA Gov's rights in the Software. Customer will provide TRTA Gov reasonable cooperation in the defense of such claim or action or negotiations for its settlement.

**12.3 Alternatives.** TRTA Gov shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, TRTA Gov may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a five-year, straight-line method of calculation.

**12.4 Exclusions.** TRTA Gov shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of TRTA Gov; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

**12.5 Sole Remedy.** This Section 12 states TRTA Gov's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

### 13. LIMITATIONS OF LIABILITY.

**13.1 Limitation and Disclaimer.** TRTA GOV'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL TRTA GOV BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST"), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT TRTA GOV HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**14. THIRD-PARTY SERVICE DISCLAIMER.** Unless otherwise stated in the applicable Schedule, TRTA Gov shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless TRTA Gov against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

### 15. TERM.

**15.1 Agreement.** This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16.

**15.2 Software and Third-Party Software Support Services.** Unless otherwise provided in the applicable Schedule, Support Services for Software and Third-Party Software shall commence on the first of the month next following installation and shall continue for an initial period of thirty-six

(36) months ("Software Support Services"). Software Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Software Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

**15.3 Hardware Maintenance Services.** Unless specifically identified in the Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

**15.4 Other Services.** The term for Services (other than Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

### 16. TERMINATION.

**16.1 By Either Party.** Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

**16.1.1** Breaches its confidentiality obligations under this Agreement;

**16.1.2** Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;

**16.1.3** Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

**16.1.4** Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

**16.2 By Customer.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide TRTA Gov with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed TRTA Gov under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer agrees to grant TRTA Gov a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 16.2. If funds should not become available within two (2) years of said date, Customer shall be free to contract with TRTA Gov or any other available source when they do become available.

**16.3 Effect of Termination.** The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer shall certify such action in writing to TRTA Gov within one (1) month after the termination date. If Customer terminates a Schedule for Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, TRTA Gov shall return all data supplied by Customer in a format reasonably requested by Customer (other than TRTA Gov's proprietary format) upon payment of TRTA Gov's then-current fee for this service.



**18.17 Entire Agreement.** This Agreement embodies the entire agreement and understanding between TRTA Gov and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning: (i) estimated completion dates, hours, or charges to provide any Service; (ii) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties); (iii) the experiences or recommendations of other parties; or (iv) results or savings Customer may achieve, shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on TRTA Gov.





IN WITNESS WHEREOF, the parties hereto have executed Agreement # CA2014.002, CA2014.002.01, and CA2014.002.01-SOW as of \_\_\_\_\_.

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD

DATE

Budgeted: ☐ Yes ☐ No

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

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

Grant: ☐ Yes ☐ No

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

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_

CARRE BROWN, Chair  
BOARD OF SUPERVISORS

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_

Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_

Deputy

**INSURANCE REQUIREMENTS:**

Alan D. Flora

Assistant CEO/Risk Manager

**Manatron, Inc. – A Thomson Reuters Business**  
("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")

By: \_\_\_\_\_

TRTA Gov:

510 East Milham Avenue  
Portage, MI 49002

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:

DOUGLAS L. LOSAK, Interim County Counsel

By: \_\_\_\_\_

Deputy

**FISCAL REVIEW:**

By: \_\_\_\_\_

Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: \_\_\_\_\_

CARMEL J. ANGELO, Chief Executive Officer

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

Exception to Bid Process Required/Completed ☐ \_\_\_\_\_

**SOFTWARE SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**  
Schedule No. CA2014.002.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Comments
Aumentum Records Enterprise Edition	1			
Aumentum Valuation	1			
Aumentum Personal Property	1			
Aumentum Assessment Administration	1			
Aumentum Levy Management	1			
Aumentum Tax	1			
Aumentum Case Management	1			
Aumentum Business Revenue	1			
<b>Total Software Fees:</b>			\$ 595,200.00	

**SOFTWARE USE RESTRICTIONS:** Site license(s).

**TERM OF SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

Date: March 21, 2015 P.M.

**PROFESSIONAL SERVICES SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**  
Schedule No. CA2014.002.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
General Description of Services	Model Number	Days/ Quantity	Unit Price	One-Time Fees	Comments	Estimated Completion Date
Implementation	INSAPP	1				TBD
Conversion	CONV	1				TBD
Project Management	PROJM	1				TBD
Additional Interfaces - 100-Hours	CUSTOM	200	\$ 200.00	\$ 40,000.00	Billed As Used	TBD
Additional Reporting - 100-Hours						
Training - Days	TRNG	35	\$ 1,600.00	\$ 56,000.00	Billed As Used	TBD
<b>Total Professional Services Fees:</b>				<b>\$ 1,001,429.00</b>		

**Billed As Used Hours for Additional Interfaces and Additional Reports**

- o Work will be performed at the request of the customer.
- o Work delivery will be conducted upon a mutually agreed upon schedule.
- o Work will not be initiated until we have mutual agreement on schedule, as well as specification that includes objectives and acceptance criteria

**PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Professional and Consultation/Training Services fees are due and payable after TRTA Gov performs such services in accordance with the Statement of Work and TRTA Gov's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with TRTA Gov's Professional and Consultation/Training Services.

**ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** TRTA Gov shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional and Consultation/Training Services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) TRTA Gov recommends one (1) person per PC / terminal; and
- (6) Class size should not exceed twelve (12) trainees.

Date: March 21, 2015 P.M.

APPENDIX A

Manatron, Inc. - A Thomson Reuters Business

Approved Marshall & Swift Reseller

2014 END USER LICENSE AGREEMENT (EULA)

The End User listed below has been granted the right to use the Marshall & Swift Cost Data in Reseller's CAMA Program for a period of one (1) calendar year. The End User agrees to pay the appropriate fees for the use of the data each year the End User uses the M&S Cost Data in the Reseller's CAMA Program. If the End User listed below does not pay the appropriate fees, the End User agrees to cease using and to erase, destroy, or disable the M&S Data in the CAMA Program, and that Reseller may erase, destroy, or disable all M&S Cost Data found in the CAMA Program.

I, the End User, have read and agree to all the terms listed above.

PLEASE FILL IN COMPLETELY

Fill in the number of parcels for calendar year 2014  
(January 1, 2014 - December 31, 2014) using the Marshall & Swift Tables

End User's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Jurisdiction/Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Improved Residential Parcels \_\_\_\_\_ \$0.20/parcel

Improved Commercial/Industrial Parcels \_\_\_\_\_ \$0.23/parcel

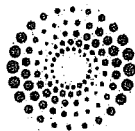
Improved Agricultural Parcels \_\_\_\_\_ \$0.18/parcel

Mobile/Manufactured Homes Parcels \_\_\_\_\_ \$0.21/parcel

Improved Other/Miscellaneous Parcels \_\_\_\_\_ \$0.18/parcel

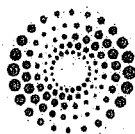
TOTAL NUMBER OF ALL PARCELS (Improved/Unimproved) \_\_\_\_\_

Please return to Manatron as soon as possible by mailing to 510 East Milham, Portage, MI 49002, faxing to Barbara Fitzgerald at 269-567-2930, or emailing to [barbara.fitzgerald@thomsonreuters.com](mailto:barbara.fitzgerald@thomsonreuters.com).

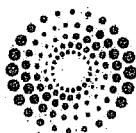
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## 1 STATEMENT OF WORK (SOW) INTRODUCTION

### 1.1 DOCUMENT PURPOSE

This Statement of Work (SOW) will be an addendum to Schedules for Master Agreement No. CA2014.002.01 pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 by and between Manatron, Inc. – A Thomson Reuters Business (hereafter referred to as "Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and Mendocino County, California (hereafter referred to as Client) all the terms and conditions of those agreements will pertain. It is intended to define the work requirements and responsibilities between Thomson Reuters Tax and Accounting, Government and the Client on deliverables related to the project implementation.

### 1.2 PURPOSE STATEMENT

The purpose of this project is to implement the TRTA Gov Aumentum solution into the Client's office. This Statement of Work describes the project that TRTA Gov is responsible for implementing as well as the responsibilities of both parties. During the project planning phase, a subsequent Project Management Plan (or Execution Plan) and project schedule will be jointly agreed upon by the TRTA Gov and Client project managers. The Project Management Plan will detail how the project will be managed, including communication, risk, and more specific scheduling plans related to the project.

The TRTA Gov Aumentum software implementation project will facilitate the installation of the most recent standard configuration of the software (as demonstrated to the Client) into the Client's process scheme.

#### 1.2.1 eGOVERNMENT

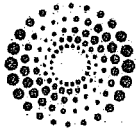
This statement of work assumes that the eGovernemnt module and components for items such as eBilling, eFiling, ePayment is excluded from the scope of this project. The Client may integrate with other systems by extracting the needed data.

### 1.3 PROJECT PHASES

The project will be administered in the following 14 phases which will be further outlined in the following sections:

1. Project Start Up;
2. Base System Installation and Setup;
3. Initial Data Conversion;
4. Business Process Analysis; ;
5. Client Specific Configuration;
6. Full Conversion;
7. User Acceptance Testing (UAT) Configuration;
8. User Acceptance Testing (UAT) Conversion;
9. Implementation Engineering(includes any contracted custom report/interface scope);
10. User Acceptance Testing;
11. Client Training – Billed As Used;
12. Go-Live

Within each of these 12 project phases, the Thompson Reuters implementation team will institute a methodology of providing interim deliverables in the form of workshops. Workshops help breakdown the larger milestones into smaller units of work to be delivered to the Client. They include discreet inputs and outputs with acceptance criteria for each. The intent is for both parties to agree upon the completion of each of these workshops during a project phase so that leading into a project milestone; all deliverables will have been clearly met or notes if off track. Below and included in Attachment A is a sample of available workshops the TRTA Gov professional services can offer.



## 1.5 SCOPE DEFINITION

This SOW describes the TRTA Gov tasks and activities involved in the implementation of the project as set forth in this document. The project includes defined milestones, deliverables, a payment schedule and project plan (schedule) to manage the implementation process. Once the actions described in the following work and deliverable sections are successfully completed, the scope of this project will end. Each milestone, to be defined in the project schedule, will require timely acceptance by the Client for that specific deliverable upon completion.

All TRTA Gov personnel resources, as well as products proposed to be furnished during the delivery of services under this SOW, will be detailed herein. Only TRTA Gov personnel and products specifically described in this SOW will be furnished.

Project requirements or services not explicitly included in the TRTA Gov contract, SOW or in the Functional Requirements set forth below in Appendix [A] will be considered out-of-scope, and will be handled through the TRTA Gov change control process.

## 2 PRE PROJECT START UP – PHASE 0

### Phase 0 Pre Project Start-up Data Extraction Overview Workshops:

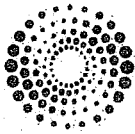
- This phase is meant to provide is an overview to assist the County with understanding the effort involved with conversion readiness, work toward creating the extracts, become familiar with Thomson Reuters conversion templates and begin working on their data (any data manipulation that may be identified, i.e.). The intent for this phase is for the County to be able to populate the intermediate table file formats and get an understanding of client readiness in regards to the legacy data, for leading into subsequent project phases.

### Activities/Expectations:

- A one-day onsite conversion overview and import file tables workshop.
- Includes one follow up on-site workshop and monthly remote workshops (via WebEx/conference calls) to address county questions concerning the import files as they arise. Each workshop should focus on a particular set of tables for each module (i.e. Records tables or Valuation tables, etc).

### Assumptions:

- Thomson Reuters will provide data mapping import file layout templates to the Client. These templates provide guidance and specific information outlining the legacy data to Aumentum;
- Thomson Reuters will provide a one-day data mapping import file overview and high level presentation on the conversion phases and process and one follow up on-site trip. All travel and expenses are billable to the client, as as incurred.
- Thomson Reuters will provide examples of legacy system data extracts for guidance.
- Thomson Reuters will establish a conversion discussion call, once a month. This meeting is intended to be used as a Q&A session only.
- Thomson Reuters validations scripts will be executed and provided to report initial results. The County will then execute any subsequent validation runs as adjustments are needed.
- The table of services and resources recommended are a not-to-exceed limit on a per/month basis for the duration of Phase 0.



### 3.2 PROJECT MANAGEMENT

TRTA Gov and the Client project managers will manage the overall project effort and supervise each project subgroup tasked with all key project deliverables. TRTA Gov will appoint a project manager for the duration of the project that will be the primary point of contact with Client. The TRTA Gov project manager will be responsible for all aspects of project implementation. The TRTA Gov project manager will be fully knowledgeable of the goals of the project, with an objective to provide access to customer resources (such as personnel, documents, and physical areas) and be responsible for all administrative and technical decisions on the project, in conjunction with the Client project manager. Furthermore, the project managers will coordinate all TRTA Gov on-site and off-site personnel working on the project. The TRTA Gov Project Manager will schedule implementation team resources and work with the Client Project Manager to ensure that the Client team resources are available for planned activities.

### 3.3 DEFINE AND INITIATE PROJECT COMMUNICATIONS PROCESSES

The objective of this activity is to define the communication needed and orchestrate it effectively for the project as defined below. The project manager will perform several tasks at the beginning of the project including:

- Define, agree, and initiate the project communication plan
- Agree upon and establish a project management library and / or portal
- Define the Escalation Process incorporated in the PMP, including specific named stakeholders
- Initiate Issues Register
- Initiate Risk Register

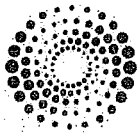
### 3.4 ESCALATION PROCESS

Project issues, that cannot be resolved by the TRTA Gov and Client Project Managers or by the Project Management Team, will be managed through the Escalation Process, including written notification to the Project Steering Committee.

The committee will be responsible to resolve or make final recommendations on issues that are escalated by the Project Managers to the Project Steering Committee. The committee members will also be responsible for review of any change controls involving cost, schedule requiring approval TRTA Gov and client senior management.

Table 1: Project Steering Committee

Name	Title	Role	Contact Information
First Name, Last Name	Auditor	Project sponsor	Email Phone #
First Name, Last Name	Treasurer	Project sponsor	Email Phone #
First Name, Last Name	County PM	Oversee the activities performed by the staff within the county	Email Phone #
First Name, Last Name	TRTA Gov PM	Manage all aspects of the project	Email Phone #



in written form, communicated via e-mail, verbally, or as mutually agreed upon between both parties. The estimate will include the number of hours associated with estimating the Change Request as well as any expected Travel Related expenses. Based on the estimate provided, the Client can then choose to have TRTA Gov move forward with defining the Change Request or cancel their request.

TRTA Gov shall evaluate the effect of the change set forth in the Change Request (CR) with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of Thomson Reuter's evaluation shall be added to and become part of the Change Request. If Thomson Reuter's evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If Thomson Reuter's evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the Client to determine mutual interest in pursuing the Change Request. The Client may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the Client, including impact to timing and price of implementation and maintenance. If TRTA Gov does not agree that functionality requested by the Client is in scope, then the Client initiates a change request. TRTA Gov will complete an estimate of the work effort to define the Change Request as listed above or if nominal effort is required to verify the change request, defining potential impact and risk, a cost proposal and a statement of work. The Client Project Management and Steering Committee will review the change request. If the parties decide to cancel the CR the process ends and any fees that were mutually agreed upon will be invoiced to the Client for the evaluation and analysis of the change request. If Client approves the change request then mutually agreeable payment and delivery terms will be further defined.

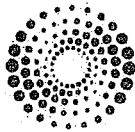
### 3.7 RISK MANAGEMENT

Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each project risk at the appropriate management levels. The set of identified project risks is monitored via project cost, schedule, resource, and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed, during the reporting/status updates for the project. Details on procedures in place for managing risk during the implementation process can be found in the Project Management Plan.

### 3.8 PROJECT REPORTING

- **Regularly scheduled status reports** - TRTA Gov shall develop a regular status report for the Client in conjunction with the agreed upon schedule for status review meetings. The status reports will include a list of completed tasks, a schedule of tasks to be completed, and verification of milestone/billing completion dates, issues, problems, concerns, and procedure changes. The specific content of the client status report is defined in the Project Management Plan.
- **Risk Register** - During the initial planning meetings the risk register will be formally established and tracked as well as updated throughout the project.
- **Change control register** - The status of formal Project Change Requests will be tracked on the Change Control Register.
- **Project Schedule** - Progress will be measured against and tracked on the project schedule by the TRTA Gov project manager. The schedule will be published by TRTA Gov biweekly throughout the project.
- **Project Reviews** - TRTA Gov and the Client will conduct regularly scheduled meetings quarterly to review and update overall project status, report on activities and recommendations from the Project Steering Committee, and report the status of compliance to the Project Team.





## 5 INITIAL DATA CONVERSION – PHASE 3

### 5.1 CONVERSION PROCESS

The conversion process purpose is to extract data from the legacy system and prepare it for input into the Aumentum database tables in support of the software delivery of the project.

The data to be converted will be provided by the Client in the TRTA Gov standard import format in a mutually agreed upon media and schedule. This data will be loaded into a SQL database based on application requirements. TRTA Gov standard import processes will then be used to convert the data from the import format into Aumentum production tables. The Client will be provided appropriate delivery and signoff documentation on the successful completion of the data conversion effort.

Upon receiving the data, TRTA Gov will review the data and provide the Client with feedback on the data. The feedback will describe data discrepancies which impact the quality of the converted data. The data will be reviewed to ensure that the data is valid for further processing. Pre-conversion verification and balancing will occur and the Client is responsible to correct and repeat the extract activity if the threshold of error is not acceptable. A maximum of one (1) to four (4) subset extracts and three (3) full data extracts, which will be converted by TRTA Gov, under the scope of this work. Any additional conversion runs required or requested by the County further extracts, will be subject to a billable Change Request.

Data cleansing is a significant part of the Client conversion activities. The conversion activities will uncover many discrepancies that the Client will likely choose not to address as part of the project implementation process due to time and/or budget constraints. Those data cleansing activities can be performed by the Client as a post implementation phase. Data cleansing is not included in the scope of TRTA Gov project work. Any data cleansing activities performed by the Client during the project implementation, after data conversion has been completed and accepted by the County, that require additional conversion cycles, resources, or scheduling by the TRTA Gov team will be subject to a billable Change Request.

TRTA Gov will review the target database with the Client to ensure a common understanding of the new storage structures for the data. TRTA Gov will provide data mapping templates, as part of the conversion strategy/plan, to the Client which outlines where the legacy data can be imported into the new target database. Various utilities, conversion software and scripts may be utilized to perform this data restructuring as necessary.

Both parties will agree to an acceptable margin of tolerance for values associated with the conversion, during the planning phase. This range of tolerance will be documented in the conversion strategy plan. The margin will establish the range in which converted values must fall in order to be accepted and is necessary due to the insufficiency of the data that exists on most historical records. If the Client requests data which does not exist and requests a calculation to derive data, the project will handle this through the Change Control process.

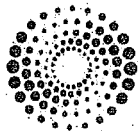
Workshops will be defined and developed after the start of the project. The Workshops will be agreed to by all parties prior to the commencement of the Workshops and will also approve DAS for the Workshop.

**Unless explicitly contracted, TRTA Gov will convert active characteristics only.**

### 5.2 STRATEGY/PLAN

This strategy/plan establishes the guidelines, process, and conceptual conversion plan for all phases of the project.

The Conversion Strategy/Plan will form the basis for the conversion of the legacy data received into the targeted database structures to be used in the new production systems. Please note for multi phased projects the final



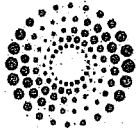
- Present the mapping document templates for review ;
- Consult with the client regarding mapping the data from source systems/files to Aumentum modules/tables;
- Determine the use of standard import programs versus development of custom conversion programs;
- Define the data elements required for summary level reconciliation and balancing reports;
- Definition of Reconciliation Report development requirements;
- Documentation of source files to Aumentum mapping at a module level for modules requiring development;
- Provide SOW amendment for the source analysis and mapping phase Workshop;
- Provide Workshop for the source analysis and mapping phase of the conversion; and
- Provide Deliverable Acceptance Statement (DAS) for the source analysis and mapping phase Workshop.

#### **Client Roles and Responsibilities**

- Participate in defining the data mapping criteria and process;
- Provide the Client subject matter experts to participate in mapping source data to target data structures;
- Review and approve mapping document templates;
- Identify the data sources to be included in the system conversion;
- Provide the list of data sources to be included in the conversion including file size and record counts;
- Capture screen print examples of the different types of records;
- Obtain or create file layout descriptions or database dictionaries for any systems which are not documented;
- Input legacy field names into the mapping templates to map the data elements from the source system to the import files and custom extract files;
- Define custom extract files;
- Provide definition of Extract Reconciliation Report development requirements;
- Define the data elements required for summary level reconciliation and balancing reports;
- Deliver and approve the mapping documents;
- Approve the SOW amendment for the source analysis and mapping phase Workshop;
- Provide resources and attend the Workshop for the source analysis and mapping phase; and
- Approve the Deliverable Acceptance Statement (DAS) for the source analysis and mapping phase Workshop.

#### **5.4 DATA EXTRACT/CONVERSION DEVELOPMENT AND TEST**

The actual development and testing of data conversion programs and files is performed during this segment for each conversion phase. This begins after the project initiation and conversion mapping and consists of two parallel efforts. TRTA Gov will develop and test the programs to load the client provided data from the intermediate files into the Aumentum database, and the Client will develop and test the programs to extract the data from the current file structures.



The results from the analysis are categorized as below:

- System performs this function without modification
- Aumentum COTS system requires modification to perform this function; this will require a change request. Change Requests are required to document all changes regardless of impact, cost to the Client, etc.
- Process Change - A requirement is met by a combination of Aumentum COTS software and modifications to the Client business process.
- Configuration - Requirement is met with the COTS product, however requires specific configuration for the client.

If the teams identify possible changes to the software as a result of this analysis, all software modifications will be handled according to the Change Control process and will be subject to additional Client funding.

#### **TRTA Gov Roles and Responsibilities**

- Provide Workshop(s) to review functional requirements and configuration;
- Provide document on the results of the Workshop; and
- Provide DAS for the acceptance of the functional requirements Workshop.

#### **Client Roles and Responsibilities**

- Develop Business Processes to be used in conjunction with Aumentum application;
- Participate in Workshop; and
- Accept functional requirements Workshop DAS.

## **7 CLIENT CONFIGURATION – PHASE 5**

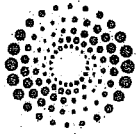
Due to the highly configurable nature of the Aumentum COTS application, Client specific configuration is required for the valid function of the software and for using the application to test converted data. No holistic utility exists to extract logical configuration information from one Aumentum database and port it to another database ensuring background key information maintains integrity.

The TRTA Gov conversion team is not responsible for moving configuration data across disparate instances. A master configuration database will be maintained and will be delivered as the input to every conversion iteration. During the time of conversion processing and subsequent integration application testing which can be significant, configuration activities will have to cease or their actions will have to be recorded (screen prints or scripts) and repeated after the conversion is delivered.

This phase involves designing, configuring and testing the specific application features to match the client needs. This, Informal UAT, will kick-off the process of the Client identifying and writing Test Scripts that will ultimately be used in UAT.

#### **TRTA Gov Roles and Responsibilities**

- Document the initial set of configurations based on workshop sessions with the client;
- Create and maintain the client configuration database;
- Test the base applications functionality based on the initial configuration prior to client testing;
- Review the Application with the client based on the initial configuration; and
- Make any mutually agreed upon corrective changes based on client feedback and contracted severity levels.



## 10 UAT CONVERSION – PHASE 8

UAT conversion is the final conversion testing prior to go-live conversion. In this phase, the Technical Consultants (TC's) work with the Client to refine or complete data mapping and state or Client-specific configurations, as well as, address any anomalies documented in previous conversion iterations. Activities are finalized in preparation for TRTA Gov internal and Client testing. TRTA Gov' implementation resources are working with the Client to validate the extracts and finalize creation of the database.

### **TRTA Gov Roles and Responsibilities**

- Provide Workshop for the finalization of data mapping, configuration, and validation of extracts;
- Process extract files with the import and conversion programs and create a Aumentum database;
- Balance and reconcile the database at a high level and verify a sampling of detail data;
- Document any data issues encountered;
- Provide Aumentum converted database to the client; and
- Provide DAS for the delivery of the full UAT database conversion.

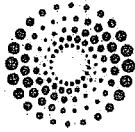
### **Client Roles and Responsibilities**

- Verify that all extract production files are correct and balanced;
- Balance and reconcile the final database and verify a sampling of detail data;
- Develop custom extract files if required;
- Document extract file issues;
- Complete final data mapping and configuration;
- Document report requirements;
- Decision to pass extracts to TRTA Gov or correct extracts and repeat file extraction;
- Accept DAS for the UAT conversion Workshop within 5 days of Workshop completion; and
- Accept DAS for the delivery of the full UAT database conversion within ten (10) days of delivery.

## 11 IMPLEMENTATION ENGINEERING – PHASE 9

TRTA Gov will successfully implement our COTS solution consisting of all system modules and capabilities necessary to meet the Client requirements as defined in the SOW. Moreover; TRTA Gov will deliver the specified interfaces and the defined reports in the contractual documents.

Inevitably a few modifications to the COTS software may be required. Required and agreed modifications will follow the change order process and must be approved as such before work commences on the changes.



In the event that the sum of the work completed is less than 200 hours total for reports and interfaces, the remaining hours will expire twelve (12) months following the date of Go-Live.

**Support and Maintenance:**

- Support and Maintenance will not be included for the reports and interfaces included in this project. Any future changes to the delivered custom reports or interfaces whether as a result of future maintenance and support releases and deliveries or otherwise will be managed through the Change Request process.

## 11.4 DOCUMENTATION

User documentation may be provided via online resources, embedded in the software, and accessible with the Help icon. It can be printed by the Client on demand. It features both Content & Index and "What's this?" capabilities. Basic processes and procedures are included with the online help. Online help is available for all screens with the standard product. User-defined online help is also available. This allows all users to include their own personalized help documentation. It is retained in the system and is not destroyed by subsequent updates to the standard product documentation.

## 12 USER ACCEPTANCE TESTING (UAT) – PHASE 10

User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the contracted requirements and configurations as identified in the analysis phase. The Client has the primary responsibility for conducting this testing. Acceptance of the converted data is not a part of UAT testing – it is addressed during the conversion process. Additional levels of user testing, such as system testing may be conducted at the discretion of the Client.

Interface Integration Testing is Part of User Acceptance Testing process which ensures that the system properly connects to external systems as agreed upon during the Configuration Workshop.

This project scope assumes one UAT cycle. The following activities will take place prior to during UAT.

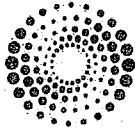
### **TRTA Gov Roles and Responsibilities**

- Validate test scripts for faults submitted against requirements;
- Provide sample documents and procedures which support the testing process;
- Respond to reported faults and questions as they arise throughout the testing process; and
- Provide guidelines for level of detail required for submitting test results back to TRTA Gov.

### **Client Roles and Responsibilities**

- Development of the test strategy/plan document;
- Development of test scripts;
- Execution of testing scripts;
- Management, documentation, reporting of test results back to TRTA Gov;
- Rank, prioritize or otherwise note level of severity of each item found; and
- Acceptance of DAS for the completion of UAT testing.





designated Client "Trainers". After receiving the TRTA Gov conducted training Workshops, these Client "Trainers" will possess the ability to train other staff and end-users for the purposes of daily use of the system prior to go live. It will be the on-going responsibility of the Client designated "Trainers" to assist the other users in on-going use and increased proficiency of the system.

- **Trainers** - General end-user "train-the-trainer" training will target designated Client "Trainers". This training will be conducted during the pre-installation period. The information the Client "Trainers" acquire will then be used as they train the end users. Several different "train the trainer" classes will be taught prior to live implementation.
- **Key Users** - Staff members identified by management who will be working with TRTA Gov as a part of the installation and implementation team. This includes the Client designated Support Team which will be providing on-going Tier 1 support for this project. This training will be conducted prior to live implementation.
- **Supervisors/Managers** - Staff members who need to understand and facilitate the system at the operation level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they pertain to facilitating the program as a whole system. This training will be conducted prior to live implementation.
- **Technical Users** - Staff members serving as database administrators, system administrators and application administrators will be trained in backup, recovery, and advanced application features such as interface maintenance, table maintenance, data management and manipulation, archiving and error recovery.
- **Technical Users (Optional)** - Some clients see benefit in some additional training on the data model. This usually coincides with a greater need for integration and custom report or interface development. In these cases, a course can be added at an additional cost. The Change request procedures outlined in the Project Management plan would govern this process, if required.

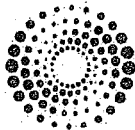
### 13.3 TRAINING DATABASE

Data used during training will be the converted data. TRTA Gov has discovered from previous data conversions that training on the converted data has significant benefits such as:

- Immediate familiarity with accounts and geography of their jurisdiction;
- Identifies conversion issues;
- Eases office procedures and timing issues;
- Eases environmental problems and security issues;
- Tests staff knowledge of the system; and
- Provides specific training to departments and the public.

In addition to training with the converted data, mock "live" sessions may be run. The actions currently performed by each department can be simulated on the new system. This process allows personnel to become familiar with operating the software application.

System navigation Workshop will be conducted using non-Client converted data. The purpose of this Workshop is to provide the Client a high level knowledge of navigating the Aumentum system.



- Production cutover.

## 15 MILESTONE DELIVERABLES ACCEPTANCE

### 15.1 MILESTONE DELIVERABLES ACCEPTANCE APPROACH

For each of the key milestone deliverables identified in this SOW there will be a formal acceptance process in place. By virtue of completing an acceptance process, the Client Project Manager is providing TRTA Gov with assurance that the Client is satisfied that the deliverable in question and it can be marked complete. Likewise, by not completing (or rejecting) the acceptance process, the Client Project Manager claims the project is off track and should not proceed to the next phase of the implementation until further review can be completed to determine a process for issue resolution. This may impact the overall project schedule.

### 15.2 MILESTONE DELIVERABLES ACCEPTANCE PROCEDURE

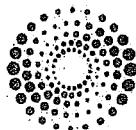
The procedure for formal acceptance of a deliverable will have the following steps, in conformance with the contract section on Approval/Acceptance of Deliverables:

- Each deliverable milestone in the project schedule will be completed and presented to the Client;
- For the major project deliverables as defined in this SOW, TRTA Gov will schedule a "Deliverable Overview" conference call with the Client Project Manager to outline the content of the deliverable and provide any points of clarification. This conference call will be scheduled to coincide with the completion of the deliverable;
- A Deliverable Acceptance Statement (DAS) will be presented by the TRTA Gov Project Manager to the Client Project Manager;
- The Client Project Manager will review the DAS; confer with the appropriate team members and return the signed DAS indicating acceptance. OR, in the case of non-acceptance the Client will document the reasons in detail for the non-acceptance and provide such reasoning in a timely manner. Acceptance or rejection of a DAS will be completed within the specified project schedule timeline to avoid any delays to subsequent project phases;
- In the case of non-acceptance of a deliverable, TRTA Gov will confirm receipt of the Client's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s);
- The TRTA Gov Project Manager will catalog the response on the Deliverable Register and if the deliverable is not accepted the effects on the project in the next Project Status Report (PSR). Effects of non-acceptance may include changes in the critical path schedule; and
- Please Note: It is the responsibility of the Client to maintain appropriate archival and back-up copies of all deliverables.

### 15.3 NONCONFORMING DELIVERABLE

If the Client determines that a deliverable does not meet in all material respects the contractual requirement, the Client shall notify TRTA Gov in writing of the Client's rejection of the Software and Services by utilizing the project acceptance sign off forms at the end of this SOW document. The Client must attach further instruction that specifies the contract requirement (language, page, section), and describe with reasonable detail the non-conformance that forms the Client's basis for rejection of the deliverable.

Upon receipt of notice of non-acceptance, TRTA Gov shall reply within 10 business days with a documented plan to modify or improve the Software and Services at TRTA Gov's sole expense so that the deliverable meets, in all material respects the contracted Acceptance Criteria.



## 16.9 NETWORK INFRASTRUCTURE AND TRTA GOV ACCESS

The Client will provide the network environment to support the necessary hardware. In addition the client will provide TRTA Gov with network access to its Aumentum applications. To include:

- Remote desktop access to project servers;
- VPN to project services;
- Project documentation site, such as SharePoint;
- Network access authorization for its core project team, of up to 8 individuals, to be named; and
- Additional TRTA Gov' staff will need system access during times of high activity, such as go-live and testing.

## 16.10 TRAVEL

All on site travel will be mutually agreed upon prior to making any travel arrangements, and the Client will authorize all travel. The Client will be expected to reimburse for all travel expenses according to the agreed upon contract pricing. Any travel deemed necessary outside of the estimated contracted budget will require a billable change request. All TRTA Gov travel will require a 15 day advance booking, per corporate policy.

## 16.11 CLIENT EXPERTISE AND PERSONNEL

The TRTA Gov solution offering leverages Client technical expertise in several areas. Replacing legacy system experience, access to systems and to coordinate with Client system, policies and processes is costly. TRTA Gov can contract for additional services in the areas of system conversion and installation on a time and materials basis in addition to our standard implementation methodology.

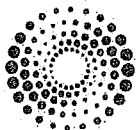
The Client will ensure all project personnel with the appropriate skill level will be available according to the project scheduled dates. Any personnel changes that effect critical project milestones will be addressed through the Change Management Process.

## 17 ASSUMPTIONS AND CONSTRAINTS

Prior to beginning this project, the Client will have had the opportunity to view a demonstration of the Aumentum suite of software products. All issues concerning outstanding functionality will be resolved prior to beginning this project or will be addressed through the Change Management Process.

This project includes the delivery of the current state standard configuration and setup of the Aumentum COTS software suite. Aumentum functionality described in this SOW or any related contract and proposal documents will be provided as part of this project. The analysis phase may reveal necessary changes in workflow, office set-up, or software functionality that could affect the hardware required, project timeline, or standard software functionality.

The Client is responsible for any necessary software training or testing with all third party agents.

**19 DELIVERABLE ACCEPTANCE STATEMENT (DAS)****PHASE 1 – PROJECT START-UP - (BILLING MILESTONE #1)****Purpose:**

The purpose of this acceptance form is for the Client to sign off on the project start-up phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

**Acceptance Criteria:**

1. TRTA Gov has conducted a project kick-off meeting with the Client (remotely or on site).
2. TRTA Gov has delivered a draft Project Management Plan (PMP) for Client review and mutual agreement.
3. Both parties have made project assignments for resources, with key resources and stakeholders identified in the PMP.
4. TRTA Gov has delivered a draft project schedule for Client review and mutual agreement.
5. TRTA Gov has installed a preliminary version of the COTS products for demo purposes only, in a hosted environment.

This service was completed on: \_\_\_\_\_

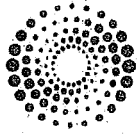
Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 14.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.01, and Master Agreement # CA2014.002, the County will be billed **\$89,280.00** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected
**Mendocino County, CA:****TRTA Gov:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



## 21 DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PHASE 3 – INITIAL DATA CONVERSION - (BILLING MILESTONE #3)

**Purpose:**

The purpose of this acceptance form is for the Client to sign off on the initial data conversion phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

**Acceptance Criteria:**

1. TRTA Gov has provided a conversion plan.
2. TRTA Gov has provided extract guidance and data mapping templates to the Client.
3. The Client has loaded a subset of the data into a SQL database, based on requirements provided.
4. TRTA Gov has completed the standard import process for converting the subset of data into the Aumentum table format, within the defined COTS scope of work. Errors in this phase are to be expected and should not deter from acceptance. Errors in each iteration of conversion will be documented and addressed in the following phase.
5. TRTA Gov has identified known data anomalies for Client follow-up.

This service was completed on: \_\_\_\_\_

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone.

Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 14.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.01, and Master Agreement # CA2014.002, the County will be billed **\$100,542.90** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

☐ Accepted

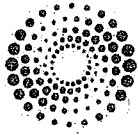
☐ Rejected

**Mendocino County, CA:**

**TRTA Gov:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:





## 23 DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PHASE 5 – CLIENT SPECIFIC CONFIGURATION - (BILLING MILESTONE #5)

**Purpose:**

The purpose of this acceptance form is for the Client to sign off on the Client specific configuration phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

**Acceptance Criteria:**

1. TRTA Gov created and delivered a master configuration database in a mutually agreeable location. (This may not be available to the client)
2. TRTA Gov created and delivered a database in a mutually agreeable location, which reflects the updated, client-specific configuration.
3. TRTA Gov has provided training for Client configurations as identified in the business process analysis.

This service was completed on: \_\_\_\_\_

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 14.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.01, and Master Agreement # CA2014.002, the County will be billed **\$100,542.90** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

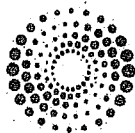
☐ Accepted

☐ Rejected

**Mendocino County, CA:**

**TRTA Gov:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



## 25 DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PHASE 7 – UAT CONFIGURATION - (BILLING MILESTONE #7)

**Purpose:**

The purpose of this acceptance form is for the Client to sign off on the UAT configuration phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

**Acceptance Criteria:**

1. TRTA Gov fully configured the COTS system based on contracted requirements and analysis findings.
2. All state and Client specific requirements as contracted are available for Client testing.
3. TRTA Gov has identified any known software issues and severity level for follow-up.

This service was completed on: \_\_\_\_\_

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 14.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.01, and Master Agreement # CA2014.002, the County will be billed **\$100,542.90** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

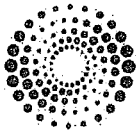
☐ Accepted

☐ Rejected

**Mendocino County, CA:**

**TRTA Gov:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



## 27 DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PHASE 9 – IMPLEMENTATION ENGINEERING - (BILLING MILESTONE #9)

**Purpose:**

The purpose of this acceptance form is for the Client to sign off on the implementation engineering phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

**Acceptance Criteria:**

1. TRTA Gov has installed all COTS system modules and any client specific contracted requirements.
2. TRTA Gov has completed the initial work for interface testing, as required by contracted agreements.
3. TRTA Gov has completed the initial custom reports, as required by contracted agreements.
4. TRTA Gov has delivered all online product information resources as defined in section 10.4 of this SOW.
5. TRTA Gov has identified any known software issues and severity level for follow-up.

This service was completed on: \_\_\_\_\_

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone.

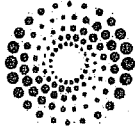
Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 14.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.01, and Master Agreement # CA2014.002, the County will be billed **\$100,542.90** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected

Mendocino County, CA:	TRTA Gov:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



## 29 DELIVERABLE ACCEPTANCE STATEMENT (DAS)

### PHASE 11 – CLIENT TRAINING - (BILLING MILESTONE #11)

**Purpose:**

The purpose of this acceptance form is for the Client to sign off on the client training phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase. The intent of this form is to be submitted periodically throughout the project life cycle as training sessions are conducted. This form will be used multiple times to bill in increments, until all 35 training days are accounted for.

**Acceptance Criteria:**

1. TRTA Gov has provided assistance in the training needs assessment.
2. TRTA Gov has provided on-site or remote training to identified key personnel ("Train the Trainers").
3. TRTA Gov has provided training to Client supervisors, super-users and technical users.
4. TRTA Gov has provided soft copies of any pertinent training materials.

This service was completed on: \_\_\_\_\_

TRTA Gov has completed the following # of days of on-site or remote Training, as required by contracted agreements.

- a. Days used for Billed As Used Training thus far: \_\_\_\_\_
- b. Remaining Billed As Used days for Training, per contract: \_\_\_\_\_

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 14.3 for non-conformance guidelines.

We, the undersigned, agree that TRTA Gov will provide up to 38-Days of Training @ \$1,600/Day plus Travel related expenses this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.01 and Master Agreement CA2014.002, the County will be billed \$\_\_\_\_\_ upon signing this acceptance. It is agreed to proceed to the next phase of this project.

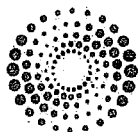
☐ Accepted

☐ Rejected

**Mendocino County, CA:**

**TRTA Gov:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

**31 DELIVERABLE ACCEPTANCE STATEMENT (DAS)****31.1 INTERFACES AND REPORTS (BILLING MILESTONE # 13)****Purpose:**

The purpose of this acceptance form is for the Client to sign off on the final delivery for interface and report work as contracted, and accept billing for this effort. The intent of this form is to be submitted periodically throughout the project life cycle as reporting and interface work progresses. This form will be used multiple times to bill in increments, until all hours are accounted for.

**Acceptance Criteria:**

1. TRTA Gov has completed the following # of hours for additional Interface work, as required by contracted agreements.
  - a. Hours used for Billed As Used Interface work thus far: \_\_\_\_\_
  - b. Remaining Billed As Used hours for Interface work, per contract: \_\_\_\_\_
2. TRTA Gov has completed the following # of hours for additional Report work, as required by contracted agreements.
  - a. Hours used for Billed As Used Report work thus far: \_\_\_\_\_
  - b. Remaining Billed As Used hours for Report work, per contract: \_\_\_\_\_

This service was completed on: \_\_\_\_\_

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 14.3 for non-conformance guidelines.

We, the undersigned, agree that TRTA Gov will provide up to 200-Hours for Additional Interfaces and Additional Reporting and that this portion of the contracted work is complete as documented above and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.01 and Master Agreement CA2014.002, the County will be billed \$\_\_\_\_\_ (insert cost of final hours used for reports and interfaces @ \$200/hour and not to exceed 200 hours) upon signing this acceptance. In the event that the sum of the work completed is less than 200 hours, those remaining hours will expire 12 months from the date of Go-Live.

☐ Accepted☐ Rejected**Mendocino County, CA:****TRTA Gov:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



Mendocino County CA2014.002.01-SOW - Appendix Aumentum Feature List

Records	<p>Records contains functions to maintain legal parties (people) and revenue objects (things) and tracks the association of the two over time (effective dating)</p> <p>Records data consists of non-value information such as:</p> <ul style="list-style-type: none"> <li>Names and addresses</li> <li>Legal or Property descriptions</li> <li>Geographic locations</li> <li>Ownership</li> <li>Document Information</li> <li>Relationships of People to People, People to Parcels, Parcel to Parcel</li> </ul>
Legal Party Maintenance	<ul style="list-style-type: none"> <li>Add or Edit legal parties</li> <li>Add or maintain multiple mailing addresses</li> <li>Maintain Alias Information for a party</li> <li>Maintain Identification numbers</li> </ul>
Revenue Object Maintenance-	<p>Create revenue objects, change the ownership of a revenue object, create associations between revenue objects and legal parties, merge or split real property parcels, maintain situs (location) . addresses, descriptions, and account information for revenue objects, and create an official document. These tasks may or may not be available depending on your jurisdiction. Some are automatically handled by an API (application program interface). Tasks from menu include:</p> <ul style="list-style-type: none"> <li>Transfer of Ownership- Including CA Interests and LEOPS</li> <li>Maintain Sales Information including CA PCOR Items. This UI is configurable.</li> <li>Splits and Merges</li> <li>Plats</li> <li>Change Descriptions</li> <li>Build and Maintain Subdivisions</li> <li>Create new Revenue Objects</li> <li>Timeshares</li> <li>RelatedRevenue Object maintenance</li> <li>Associate non owner legal parties to revenue objects</li> <li>TAG (TRA in CA) changes</li> </ul>
Other Revenue Object Maintenance includes:	<ul style="list-style-type: none"> <li>Maintain revenue object information such as</li> <li>PIN</li> <li>AIN</li> <li>Geocode</li> <li>X, Y, Z coordinates</li> <li>Rights</li> <li>County</li> <li>Class Code</li> <li>User-Defined Fields</li> <li>Revenue Object Lists- used in many criteria groups for all modules of Aumentum to describe a set list of pins</li> <li>Revenue Account Contacts- Revenue accounts are user-defined collections of one or more associated legal parties and revenue objects that are related for convenience. They group revenue objects of an owner or legal party to facilitate tracking the movement of money in Aumentum</li> <li>Mass PIN maintenance- used to change existing PIN numbers for a group of parcels at one time.</li> </ul>
Addresses	<ul style="list-style-type: none"> <li>Mailing Address Maintenance</li> <li>Situs Address Maintenance</li> <li>Mailing Address Search setup</li> <li>Batch mailing address update based on search setup- tells Aumentum what address to use for what correspondence when there are multiple addresses per PIN</li> </ul>
Geo Entities	<p>You can use geographic entities (geo-entities) within Aumentum Records to group revenue objects together. Other Aumentum modules can then use the grouping for whatever purpose required (e.g., taxation, analysis, reporting). You can define geo-entities for your installation as well as attach and remove revenue objects from them with the Geo-Entity Maintenance task.</p>
TAG Boundary Change*	<p>Specific to CA to track LAFCO Study Requests and resulting Jurisdictional changes from the Board of Equalization. Provides log tracking as well as preliminary and final boundary changes.</p>
Records Configuration	<ul style="list-style-type: none"> <li>Address Validation configuration (for specific jurisdictions)</li> <li>County Maintenance- maintain list of all counties within your State</li> <li>Mailing Address barcode setup- used with Intelligent barcodes and certified mail</li> <li>Sales Information Form setup-used with Transfer process to define sales data collected during transfer process. Configured using user defined fields.</li> </ul> <p>Tax Authority Groups- also found in Levy Management, A Tax Authority Group (TAG), sometimes called a tax district, is a geographic area shared by a group of tax authorities. Property in a TAG is taxed by the same taxing units and at the same total rate. Set up the Identifying Information for your tax authority groups. Use the Levy Management module to associate tax authorities with TAGs</p>
Records Corrections	<p>Use the corrections tasks to change effective dates, instrument/document numbers, and other data-entry errors. Options may be different depending on version of Aumentum.</p> <p>Official Document- you can change certain attributes about an official document under certain circumstances. Those items include</p> <ul style="list-style-type: none"> <li>Document/sale date</li> <li>Legal date/time received</li> </ul>

**Correspondence**

Ability to configure letters/mailings to run against Aumentum Datasources use merge functionality  
Ability to run single one off or mass correspondence  
Certified mail functionality for some correspondence

**Data Services**

Ability to configure and register Data Services with Aumentum for use in Search, Correspondence, Reports and data viewers

**Attachments**

Ability to attach objects to Aumentum objects ie - attach a picture to a PIN, or a .wav file to a PIN

**Document Mgmt**

Ability to communicate via standard web services to a 3rd party document management system for inbound and outbound document traffic.

**Workflows**

Ability to configure workflows within the system including routing, queue maintenance, accept/reject \* (Requires billable contract with Professional Services group for configuration)

**Links**

Ability to configure links (external links) to external systems or websites to be launched in a separate window from Aumentum. Parameters such as PIN can be passed in the link. Examples may be to a DMV site.

	<p>Ability to maintain unit count rates within a California Cost Model</p> <p>Ability to maintain cost model adjustments by quality within a California Cost Model</p> <p>Ability to maintain cost model adjustments by improvement model within a California Cost Model</p> <p>Ability to maintain cost model adjustments by neighborhood codes within a California Cost Model</p> <p>Ability to maintain cost model adjustments for residential structures based on the number of floors (uses Floor Key Code)</p> <p>Ability to configure California Rates and depreciation for use with Improvement Type and Style combinations</p> <p>Ability to configure California Rates and depreciation for use with Features</p> <p>Ability to value using Shape, Framing, Quality and Size attributes</p> <p>Ability to create a cost model from scratch</p> <p>Ability to add California Cost models to valuation models</p> <p>Ability to maintain unlimited notes within a California Cost Model</p> <p>*</p>
California Cost Manual AH531 Algorithms	
Workflow Splits & Merge Wizard	
Manage Parcel Redescription	<p>Ability to add parcels to appraisal sites</p> <p>Ability to name appraisal sites</p> <p>Ability to assign Appraisal Class Code and Neighborhood to child parcels</p> <p>Ability to copy user defined fields from parent parcels to child parcels</p> <p>Ability to divide or move land from parent parcels to child parcels</p> <p>Ability to combine land lines if more than one on child parcels</p> <p>Ability to move buildings and features from parents parcel to child parcels</p> <p>Ability to set the distribution percentage on child parcels</p> <p>Ability to review the split or merge before finalizing details</p>
Land Model Maintenance	
Neighborhood Maintenance	<p>Ability to search for Neighborhood records</p> <p>Ability to add new Neighborhoods</p> <p>Ability to add an Adjustment Model to a Neighborhood</p> <p>Ability to add default characteristics to a Neighborhood</p> <p>Ability to set value allocation methods for a Neighborhood</p> <p>Ability to add unlimited Valuation Models to a Neighborhood</p> <p>Ability to use Valuation Models to value parcels in a Neighborhood</p> <p>Ability to add a default size record to a Neighborhood</p> <p>Ability to use default size records in conjunction with Land Models</p> <p>Ability to add user defined field to Neighborhoods</p>
Model Control	<p>Ability to maintain an unlimited number of Valuation Models</p> <p>Ability to clone Valuation Models</p> <p>Ability to maintain a Model Code for a Valuation Model</p> <p>Ability to maintain a Description for a Valuation Model</p> <p>Ability to maintain a Value Method for a Valuation Model (Cost, Comps, Regression, Income, Other, Reconcile)</p> <p>Ability to maintain a Model Status for a Valuation Model</p> <p>Ability to define an unlimited number of Engine Control Records within a Valuation Model</p> <p>Ability to define the order that the valuation engines (defined in each valuation control record) will be used in the overall calculation)</p> <p>Ability to maintain an Engine Name within each Engine Control Record</p> <p>Ability to maintain what objects will be calculated by the Engine associated with each Engine Control Record</p> <p>Ability to maintain what rate set will be used by the Engine associated with each Engine Control Record</p>
Property Record Card	<p>Ability to maintain an unlimited number of Property Record Card Templates each tailored to differing Property Types</p> <p>Ability to maintain a Code with each PRC Template</p> <p>Ability to maintain a Name with each PRC Template</p> <p>Ability to maintain a Status with each PRC Template</p> <p>Ability to maintain a Level with each PRC Template</p> <p>Ability to maintain a description with each PRC Template</p> <p>Ability to maintain an unlimited number of Notes with each PRC Template</p> <p>Ability to define one or many Appraisal Site Class codes to a PRC template (defining which template will be used for each Appraisal Site when the PRC is printed for it)</p> <p>Ability to design layout and content of each PRC template using the PRC Designer Wizard</p> <p>Ability to define the orientation of each page for each PRC template using the PRC Designer Wizard</p> <p>Ability to define how many pages each template will have</p> <p>Ability to add and delete pages from each template</p> <p>Ability to add Labels to each PRC template, orient them on the PRC Design Canvas and format the text</p> <p>Ability to drag and drop "Data" objects onto PRC Design Canvas, select their orientation and the fields that will be shown for each data object</p> <p>Ability to drag and drop Parcel Data Object onto PRC Design Canvas, select the orientation and the Parcel Data fields that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Legal Party Data Object onto PRC Design Canvas, select the orientation and the Legal Party fields that will be shown on the PRC for each PRC template</p> <p>Ability to drag and drop Appraisal Site Data Object onto PRC Design Canvas, select the orientation and the Appraisal Site fields that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Building Data Object onto PRC Design Canvas, select their orientation and the Building Data fields that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Feature Data Object onto PRC Design Canvas, select their orientation and the Feature Data fields that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Permits Data Object onto PRC Design Canvas, select their orientation and the Permit Data fields that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Land Data Object onto PRC Design Canvas, select their orientation and the Land Data fields that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Land Use Data Object onto PRC Design Canvas, select their orientation and the Land Use Data fields that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Sales History Data Object onto PRC Design Canvas, select their orientation and the Sales History fields that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Valuation Data Object onto PRC Design Canvas, select their orientation and the fields that will be shown for each data object</p> <p>Ability to drag and drop Map Widget onto PRC Design Canvas, select their orientation and the data that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Photo Widget onto PRC Design Canvas, select their orientation and the data that will be shown on the PRC for each PRC Template</p> <p>Ability to drag and drop Sketch Widget onto PRC Design Canvas, select their orientation and the data that will be shown on the PRC for each PRC Template</p>

Ability to Maintain unlimited Notes on a Mineral Appraisal site  
 Ability to Maintain unlimited User Defined Fields on a Mineral Appraisal site  
 Ability to Maintain unlimited Area Data on a Mineral Appraisal site  
 Ability to Maintain Adjustments and Obsolescence on a Mineral Appraisal site  
 Ability to associate an unlimited number of PINs with an Mineral Appraisal Site  
 Ability to associate an unlimited number of situs addresses with an Mineral Appraisal Site  
 Ability to associate an unlimited number of land lines with an Mineral Appraisal Site if available through Mineral Configuration  
 \*Ability to value an unlimited number of land lines with an Mineral Appraisal Site if available through Mineral Configuration  
 Ability to associate an unlimited number of buildings with an Mineral Appraisal Site if available through Mineral Configuration  
 \*Ability to value an unlimited number of buildings with an Mineral Appraisal Site if available through Mineral Configuration  
 Ability to associate an unlimited number of features with an Mineral Appraisal Site if available through Mineral Configuration  
 \*Ability to value an unlimited number of features with an Mineral Appraisal Site if available through Mineral Configuration  
 Ability to associated an unlimited number of Wells and/or Mines on a Mineral Appraisal site  
 Ability to maintain Wells and/or Mine IDs on a Mineral Appraisal site  
 Ability to maintain Wells and/or Mine Descriptions on a Well or Mine  
 Ability to maintain Wells and/or Mine Type on a Well or Mine  
 Ability to maintain Wells and/or Mine Status on a Well or Mine  
 Ability to maintain Wells and/or Mine API or alternate ID numbers on a Well or Mine  
 Ability to maintain Wells and/or Mine Basin Names on a Well or Mine  
 Ability to maintain Wells and/or Mine Depth on a Well or Mine  
 Ability to maintain Wells and/or Mine Initial Production Date on a Well or Mine  
 Ability to maintain associated Production Units with Wells and/or Mine on a Well or Mine  
 Ability to maintain unlimited Wells and/or Mine User Defined Fields on a Well or Mine  
 Ability to maintain unlimited Wells and/or Mine Notes on a Well or Mine  
 Ability to associated an unlimited number of Production Units on a Mineral Appraisal site  
 Ability to copy Production Units on a Mineral Appraisal site to the same site or a new site  
 Ability to move Production Units on a Mineral Appraisal site to a new site  
 Ability to maintain Production Unit IDs on a Production Unit  
 Ability to maintain Production Unit Descriptions on a Production Unit  
 Ability to maintain Production Unit Type on a Production Unit  
 Ability to maintain Production Unit Information report date on a Production Unit  
 Ability to maintain Production Unit Information report source on a Production Unit  
 Ability to maintain unlimited Production Unit User Defined Fields on a Production Unit  
 Ability to maintain unlimited Production Unit notes on a Production Unit  
 Ability to associated an unlimited number of Reserves on a Production Unit  
 Ability to maintain Reserve Type on a Reserve  
 Ability to maintain Reserve Sub-Type on a Reserve  
 Ability to maintain Reserve grade on a Reserve  
 Ability to maintain Reserve cut-off grade on a Reserve  
 Ability to maintain Reserve unit of measure on a Reserve  
 Ability to maintain Reserve Date of Estimation of measure on a Reserve  
 Ability to maintain Reserve Estimation Method on a Reserve  
 Ability to maintain Reserve Proved Reserves on a Reserve  
 Ability to indicate whether reported reserves are considered "New" for the appraisal cycle.  
 Ability to associated an unlimited number of Reserve Elements associated with an Individual reserve  
 Ability to associated an unlimited number of User Defined Fields associated with an individual reserve  
 Ability to associated an unlimited number of Production Details on a Production Unit  
 Ability to maintain Production Detail Type on a Production Detail  
 Ability to maintain Production Detail Sub-Type on a Production Detail  
 Ability to maintain Production Detail grade on a Production Detail  
 Ability to maintain Production Detail unit of measure on a Production Detail  
 Ability to maintain Production Detail report basis on a Production Detail (Annual, quarterly, monthly, or daily)  
 Ability to maintain Production Detail amount produced on a Production Detail  
 Ability to maintain Production Detail amount sold on a Production Detail  
 Ability to maintain Production Detail Price per Unit on a Production Detail  
 Ability to maintain Production Detail Royalty per Unit on a Production Detail  
 Ability to associated related Reserve to a Production Detail  
 Ability to associated an unlimited number of Production Elements associated with a Production Detail  
 Ability to associated an unlimited number of User Defined Fields associated with a Production Detail  
 Ability to associated an unlimited number of Mineral Expenses with a Production Unit  
 Ability to maintain Expense Description on a Mineral Expense  
 Ability to maintain Reported Expense Value on a Mineral Expense  
 Ability to maintain Reported Expense Percentage on a Mineral Expense  
 Ability to maintain a Reconstructed (or Appraiser Adjusted) Expense Value on a Mineral Expense  
 Ability to maintain a Reconstructed (or Appraiser Adjusted) Expense Percentage on a Mineral Expense  
 Ability to maintain a Reconstructed (or Appraiser Adjusted) Adjustment Reason on a Mineral Expense  
 Ability to maintain Validity Codes for Reported Expenses on a Mineral Expense Report  
 Ability to maintain Validity Codes for Reconstructed (or Appraiser Adjusted) Expenses on a Mineral Expense Report

#### Mineral Valuation - DCF Royalty Method

\* Ability to Calculate Production Value using California DCF Royalty method - Hard Minerals

#### Mineral Valuation - Claim Fee Capitalization

\* Ability to Calculate Value of a Claim using California Claim Fee Capitalization Method - Hard Minerals

#### Cost Model Import - Floor Stratified Cost

Ability to Import Floor Stratified Cost Model Excel Spreadsheet if provided in accepted format  
 Ability to indicate model type for Import of Floor Stratified Cost Model (Craftsman or Marshall & Swift)  
 Ability to view rate settings for Import of Floor Stratified Cost Model (By section or By Building)  
 Ability to view whether Incoming model is stratified by quality when Importing Floor Stratified Cost Model  
 Ability to view depreciation settings for Incoming model when Importing Floor Stratified Cost Model (By Quality, By Condition, By Framing, Percent Good)  
 Ability to define a Model Code for Incoming model for Import of Floor Stratified Cost Model  
 Ability to define a Model Name for Incoming model for Import of Floor Stratified Cost Model  
 Ability to define a Model Status for Incoming model for Import of Floor Stratified Cost Model  
 Ability to define a Model Depreciation Base Year for Incoming model for Import of Floor Stratified Cost Model  
 Ability to view Import error and warning messages for Incoming model for Import of Floor Stratified Cost Model  
 Ability to map Incoming Improvement type model codes to Configured codes within the Real Property system when Importing a Floor Stratified Cost Model  
 Ability to map Incoming feature model codes to Configured codes within the Real Property system when Importing a Floor Stratified Cost Model

#### Permit Data Maintenance

- Ability to associate an unlimited number of Permits to a PIN
- Ability to associate an unlimited number of Permits to an Appraisal site
- Ability to optionally associate each Permit to a particular building
- Ability to optionally associate each Permit to a particular building section
- Ability to optionally associate each Permit to a particular Feature
- Ability to maintain a Permit Number for a Permit
- Ability to maintain an Issuing Agency for a Permit
- Ability to maintain a Permit Type for a Permit
- Ability to maintain an Intended Property Use for a Permit
- Ability to maintain a Situs Address for a Permit
- Ability to maintain a Description for a Permit
- Ability to maintain a Value for a Permit
- Ability to maintain an Issue Date for a Permit
- Ability to maintain a CO (Certificate of Occupancy) Date for a Permit
- Ability to maintain a Renewal Date for a Permit
- Ability to maintain a Status for a Permit
- Ability to maintain an unlimited number of User Defined fields for a Permit

#### Condominium Project Search

- Ability to Search for Condominium Projects by PIN
- Ability to Search for Condominium Projects by Project Description
- Ability to Search for Condominium Projects by Subdivision Code
- Ability to Search for Condominium Projects by Subdivision Phase
- Ability to Search for Condominium Projects by Subdivision Name
- Ability to Search for Condominium Projects by Project Code
- Ability to Search for Condominium Projects by Project Code

#### Condominium Project Configuration

- Ability to create an overall definition of a condominium Project and its default attributes
- Ability to utilize configured Condo Minimum Project Information to streamline data entry for Condominiums and allow for rapid data entry
- Ability to maintain a Stated Number of Units for a Condominium Project (Total Units for Project)
- Ability to maintain a Defined Number of Units for a Condominium Project (Count of Units that have been defined in Project)
- Ability to maintain an Assigned Number of Units for a Condominium Project (number of units that have been assigned to a Condo Unit type)
- Ability to maintain a Project Class Code for a Condominium Project
- Ability to maintain a Neighborhood Code for a Condominium Project
- Ability to maintain a Neighborhood Description for a Condominium Project
- Ability to maintain a Subdivision Code for a Condominium Project
- Ability to maintain a Subdivision Description for a Condominium Project
- Ability to maintain an unlimited number of Condo User Defined fields (Building configuration having "Is Condo" attribute set to true)
- Ability to associate an unlimited number of Condo User Defined fields for a Condominium Project
- Ability to select which User Defined Categories will be associated with a Condominium Project
- Ability to select which User Defined Codes will be available within each User Defined Category for a Condominium Project
- Ability to maintain an unlimited number of notes for a Condominium Project
- Ability to maintain an unlimited number of Condo Unit Types for each Condominium Project
- Unit Type Template Wizard allows for quick and easy Unit Type definitions
- Ability to maintain a Unit Type code for a Unit Type
- Ability to maintain a Unit Type Description for a Unit Type
- Ability to maintain a Count for a Unit Type
- Ability to maintain a Percent Common Area for a Unit Type
- Ability to maintain a Class Code for a Unit Type
- Ability to maintain Appraisal site Information for a Unit Type
- Ability to maintain Land Information for a Unit Type
- Ability to maintain Building Information for a Unit Type
- Ability to maintain Feature Information for a Unit Type
- Ability to maintain Feature Information for a Unit Type
- Ability to copy a Unit Type

#### Condominium Maintenance

- Ability to maintain Information for a Condominium Project
- Ability to maintain Appraisal Site level Information for the Common Area of a Condominium Project
- Ability to maintain Land Information for the Common Area of a Condominium Project
- Ability to maintain Building Information for the Common Area of a Condominium Project
- Ability to maintain Feature Information for the Common Area of a Condominium Project
- Ability to maintain an unlimited number of Notes for the Common Area of a Condominium Project
- Ability to maintain an unlimited number of Unit Types on a Condominium Project
- Ability to maintain Unit Type Code on a Unit Type
- Ability to maintain Unit Type Code on a Unit Type
- Ability to maintain Unit Type Description on a Unit Type
- Ability to maintain Unit Type Building Type on a Unit Type
- Ability to maintain Unit Type Effective Year on a Unit Type
- Ability to maintain Unit Type Detail on a Unit Type
- Ability to assign Individual PINs to Unit Types within the Condominium Project
- Ability to edit detailed Appraisal site level Information for each unit type assigned to each PIN
- Ability to edit detailed Land level Information for each unit type assigned to each PIN
- Ability to edit detailed Land Information for each individual condo assigned to each PIN
- Ability to edit detailed Building Information for each individual condo assigned to each PIN
- Ability to edit detailed Feature Information for each individual condo assigned to each PIN
- Ability to edit Note Information for each individual condo assigned to each PIN
- Ability to maintain Description for a Timeshare
- Ability to maintain Developer for a Timeshare
- Ability to maintain Parent PIN number for a Timeshare
- Ability to maintain Timeshare Type for a Timeshare
- Ability to maintain PIN count for a Timeshare
- Ability to maintain Comments for a Timeshare
- Ability to maintain Area Code for a Timeshare
- Ability to maintain Unit for a Timeshare
- Ability to maintain Season for a Timeshare
- Ability to maintain Week Number for a Timeshare
- Ability to maintain Interval Type for a Timeshare
- Ability to maintain Interval Duration for a Timeshare



Ability to Indicate that the values determined during the Benchmark Comparable valuation will become the Primary Working Values for the Appraisal sites being revalued  
 Ability to indicate that a Value Conclusion (posting of values to the Administrative module) should be done for each Appraisal site being revalued with the Benchmark Comparables  
 Ability to Indicate a Change Reason Code for the re-appraisal of all Appraisal sites being revalued using the Benchmark Comparable method

#### Mass Update

Ability to update characteristics of one or more appraisal sites through a single process  
 Ability to perform a Mass update against a pre defined pin list  
 Ability to update characteristics on a group of appraisal sites based upon pre-defined criteria and profile constraints  
 Ability to stratify mass update by Appraisal Site entity  
 Ability to stratify mass update by Building entity  
 Ability to stratify mass update by building section entity  
 Ability to stratify mass update by feature entity  
 Ability to stratify mass update by land entity  
 Ability to stratify mass update by working value summary entity  
 Ability to stratify mass update by value site detail entity  
 Ability to stratify mass update by value site history entity  
 Ability to stratify mass update by working Value detail entity  
 Ability to add adjustments through mass update process  
 Ability to remove adjustments through mass update process  
 Ability to add account flags through mass update process  
 Ability to remove flags through mass update process  
 Ability to add a begin date for adjustments or flags through a mass process  
 Ability to add reminder date tickler through mass process  
 Ability to add comments through mass process  
 Ability to create a mass update definition to be saved for future use  
 Ability to create a report to review after mass process has completed for review  
 Ability to set time and date to run mass update immediately or at a future date or time  
 Ability to view both Old and New values of characteristics  
 Ability to run in Report Only mode

#### Mass Calculation

Ability to select accounts by market area, Sub Market Area, Neighborhood, Tag, PIN list  
 Ability to filter account options by Constraints  
 Ability to select multiple methods for recalculation\*  
 Ability to set effective date for recalculation\*  
 Ability to report warnings based on percentage value difference (high or low) from Initial value  
 Ability to filter out (ignore) new construction and demolition changes  
 Ability to run recalculate in 'Report Only' mode \*  
 Ability to generate three report types: Value Differential, Value Change By Property Type, Value Change By Change Reason  
 Ability to set the Primary Method of Valuation for recalculation\*  
 Ability to delay report start time, or run Immediate

#### Mass Value Conclusion

Ability to conclude valuations filtered by Market area  
 Ability to conclude valuations filtered by Sub Market Area  
 Ability to conclude valuations filtered by Neighborhood  
 Ability to conclude valuations filtered by TAG  
 Ability to conclude valuations filtered by Revenue Object  
 Ability to conclude valuations filtered by Other criteria  
 Ability to conclude valuations by applying additional constraint filters  
 Ability to select a value change reason to be applied to pins in the conclude process  
 Ability to delay start time for batch process or run immediately

#### Income Configuration

Income configuration used in Reported Income, Asking Rents and Modeled Income modules  
 Ability to configure Income types  
 Ability to configure Income Sub types  
 Ability to configure Income Classes  
 Ability to configure Analysis codes  
 Ability to configure Income basis  
 Ability to configure Lease Types  
 Ability to configure Finish Types  
 Ability to configure Information Sources  
 Ability to configure Expense Categories  
 Ability to configure Adjustment Reasons  
 Ability to configure Income Forms  
 Ability to configure Expense Template  
 Ability to configure Expense Header  
 Ability to configure Expense Item  
 Ability to configure User defined fields for Lease space detail  
 Ability to map Income class by Income sub type  
 Ability to map Income basis by Income sub type  
 Ability to map Lease type by Income sub type  
 Ability to map Finish type by Income sub type  
 Ability to map Income forms for Income sub type  
 Ability to map expense template by expense header  
 Ability to map expense template and header by expense item  
 Ability to map building characteristics to Improvement types UDF to Improvement type codes  
 Ability to map Income characteristics to Income forms to Income Form Codes to Income Sub type codes

#### Modeled Income

Ability to create Income models using Direct Capitalization approach  
 Ability to create Income models using Gross Income Multiplier approach  
 Ability to create Income models using Effective Gross Income Multiplier approach  
 Ability to stratify Income models by Income Type and Income Sub type  
 Ability to stratify Income models using Per size type  
 Ability to stratify Income models using Per size type by range  
 Ability to stratify Income models using Per unit count  
 Ability to stratify Income models using Per unit count by Range

Ability to enter actual and reconstructed Pass through information  
 Ability to calculate actual and reconstructed Effective gross Income\*  
 Ability to assign Validity codes to actual and reconstructed Income details  
 Ability to assign Adj reason for reconstructed Income details  
 Ability to configure expense details  
 Ability to enter actual and reconstructed expense details  
 Ability to enter Adjustment reasons for Reconstructed expense details  
 Ability to enter Validity codes for actual or reconstructed details  
 Ability to calculate actual and reconstructed Net operating Income\*  
 Ability to add notes attached to Reported Income statement  
 Ability to calculate Direct capitalization value\*  
 Ability to apply adjustments to capitalization value and calculate final Indicated value\*  
 Ability to export statement details to excel spreadsheet  
 Ability to export statement details to PDF format  
 Ability to view statement report  
 Ability to calculate a yield capitalization value based on a Discounted Cash flow method  
 Ability to calculate a yield capitalization value based on a Discounted Cash flow Band of Investment method  
 Ability to calculate a yield capitalization value based on a Discounted Cash flow Tax Credit method  
 Ability to calculate a yield capitalization value based on a Market Terminal Rate method  
 Ability to calculate a yield capitalization value based on a Modified Mortgage Equite Terminal Rate method  
 Ability to calculate a yield capitalization value based on a Debt Coverage Ratio Terminal Rate Method  
 Ability to calculate a yield capitalization value based on a Remediation Only Terminal Rate Method  
 Ability to calculate a yield capitalization value including reversion  
 Ability to calculate a yield capitalization value excluding reversion  
 Ability to add Discount Rate to be applied to yield capitalization value  
 Ability to add Terminal Capitalization rate to be applied to Yield Capitalization value  
 Ability to add Cost of Sale percentage to be applied to Yield Capitalization value  
 Ability to select 1-99 year holding period to be used in Yield Capitalization value  
 Ability to view and edit Yield Capitalization worksheet  
 Ability to add notes to Yield Capitalization approach  
 Ability to view Statement summary Report Income and Expense  
 Ability to view Statement summary Report Reconstructed Income and Expense  
 Ability to view Statement summary Reported Income and expense Ratios  
 Ability to view Statement summary Reconstructed Income and expense ratios  
 Ability to select reported Income values as a Primary valuation In Valuation Correlation using any method

#### Marshall & Swift Valuation

Ability to run Marshall and Swift Import process immediately or at a future date and time  
 Ability to calculate a cost value using Marshall & Swift MVP on a building or feature  
 Ability to run a mass calculation using Marshall & Swift MVP  
 Ability to group models in model control to be run in mass for Cost and Land valuation for a total cost value  
 Ability to assign models to various neighborhoods  
 Ability to map value type to summary group of building value  
 Ability to apply Marshall & Swift cost based upon locational postal code  
 Ability to map default size type to Improvement type  
 Ability to map framing class to a Marshall & Swift framing class  
 Ability to map qualities to Marshall & Swift quality codes  
 Ability to map building use to Marshall & Swift floor map and Marshall & Swift occupancy  
 Ability to map Improvement size type to M&S Improvement Size Types  
 Ability to configure Structural Element Category and map to M&S system codes  
 Ability to determine which historical cost dataset to use  
 Ability to round the bottom line total cost to a given dollar amount  
 Ability to calculate the effective age and apply appropriate depreciation amount  
 Ability to adjust costs for physical or combined physical/functional depreciation  
 Ability to round the Assessed Values to a given dollar amount  
 Ability to view errors where configuration is incomplete in the calculation process

#### Common Actions

Ability to view links to various views and task associated with the currently displayed screen  
 Ability to easily select a link to the "Audit trail" module in any area of the valuation module from the sidebar  
 Ability to easily select a link to the "Info center appraisal module" in any area of the valuation module from the sidebar  
 Ability to easily select a link to the "Records transfer history module" in any area of the valuation module from the sidebar  
 Ability to easily select a link to the ability to "Copy a building" in any area of the valuation module from the sidebar  
 Ability to easily select a link for the ability to "Move a building" in any area of the valuation module from the sidebar  
 Ability to easily select a link for the ability to "Move a feature" in any area of the valuation module from the sidebar  
 Ability to easily select a link to the ability to "Add an appraisal site" in any area of the valuation module from the sidebar  
 Ability to easily select a link to the "Neighborhood control" module from any area of the valuation module from the sidebar  
 Ability to easily select a link for the ability to "Add an appraisal site from a template" from any area of the valuation module from the sidebar  
 Ability to easily select a link to the "Asking rent" module from any area of the valuation module from the sidebar  
 Ability to easily select a link to the "Customer Inquiry" module from any area of the valuation module from the sidebar  
 Ability to easily select a link to the "Reported Income" module from any area of the valuation module from the sidebar  
 Ability to expand and display whenever clicking an icon  
 Ability to pin/unpin the sidebar to/from the screen by clicking the stick pin in the title bar for continuous view  
 Ability to close the sidebar by clicking the X to remove the screen from view

#### Active Tasks

Ability to show all open tasks in addition to the task which you are working on from the sidebar within all areas in valuation  
 Ability to easily select the "Home page" link from the sidebar within all areas in valuation

#### Worklist

Ability to choose multiple revenue objects to work with creating a work list of your selection from all areas of Valuation  
 Ability to select a particular revenue object from the list of items to work with from dropdown selection from all areas of Valuation

#### Analysis Study Group

Ability to include Study Groups (to identify sales) in all analysis tools  
 Ability to create & organize Study Groups by Analysis Group Definition  
 Ability to define and change status (New, Pending, Locked, etc)  
 Ability to copy a study group  
 Ability to edit a study group  
 Ability to add detailed description

- Ability to stratify results based on location and land type
- Ability to perform time adjustments on sales
- Ability to delay start time for batch process
- Ability to view scatter plot of analysis
- Ability to select land pricing method to be used for analysis
- Ability to set rounding options for land rate
- Ability to further filter analysis by excluding sales with multiple land types and/or multiple size types
- Ability to define rates based on mean, median, weighted mean and reconciled selections
- Ability to assign the newly developed rates to Aumentum land models without re-entry of data

#### Visual Analysis

- Ability to define query directly from GIS map and view selected records on map as well as tabular results
- Ability to define tabular columns for display
- Ability to define query selection display as symbol or label
- Ability to limit returned search results
- Ability to export returned results using Excel® spreadsheet
- Ability to select/identify record by map and view Aumentum database details
- Ability to view legend

#### Time Adjustments (Time Period Config)

- \* Ability to define time period adjustments to be applied as per month percentage adjustments
- Ability to further define adjustments based on combinations of neighborhood, Market Area, Sub-Market Area, Class Group, Class Code
- Ability to test defined adjustments from within module

#### Variable Configuration

- Ability to define standard data elements (variables) so they may be associated in other modules (analysis, comp sales, etc)
- \* Ability to define Transformation Variables using standard variables (ex: Sale Price Per Square Foot)
- Ability to define Value Variables to include values generated from specified model (ex: Feature Values, Land Values, etc)
- Ability to use above variables as information item or as calculation item
- Ability to define a Variable Index
- Ability to view report of all defined variables

#### Comparable Sales

##### Calibration Model

- Ability to define a table of factors (adjustments) that may be referenced by a Comp Sale Model to calibrate the indicated value
- Ability to configure & maintain multiple calibration models
- Ability to define factors by variable (ex: class code, neighborhood, quality class)
- Ability to clone (copy) model
- Ability to export model to Excel ®

##### Comp Selection

- Ability to configure & maintain multiple comp selection criteria models
- Ability to configure the order of precedence to be used in the escalation process
- Ability to reference variables (data elements) as source for definition of selection criteria
- Ability to configure the variable as required or not required
- Ability to define code type variable (ex: Improvement Type) evaluation measure (function) as: Equal, Not Equal, Subject, List
- Ability to define value type variable (ex: living area) evaluation measure (function) as: Subject, Equal, Not Equal, Range, Greater, Greater Than, Less, Less Than
- Ability to view selection criteria as an expression ("Select When SaleDate Greater 1/1/2011") or tabular format

##### Comp Index

- Ability to configure & maintain multiple comp index models
- Ability to configure weighting parameters to be used to evaluate sales (order of precedence from best to worst fit)
- Ability to configure & maintain multiple comp index models
- Ability to define weighting parameters with user-defined variables
- Ability to use various weighting method: Match, Difference, Ratio

##### Comp Adj. Maintenance

- Ability to configure & maintain multiple comp adjustment models
- Ability to configure adjustments based on user-defined variables as its datasource
- \* Ability to configure adjustments using methods: Calculation, Difference, Difference x %Percent Rate, Difference In Rate x \$ Value
- Ability to define an order of precedent for adjustments

##### Comp Model Maintenance

- Ability to configure model as separate components (comp selection, comp index, comp adjustment) presented using a wizard tool
- Ability to maintain numerous comp models
- Ability to apply status levels (ex: available, pending, locked)
- Ability to clone (copy) model
- Ability to set initial variable
- Ability to define datasource (query) to collect required sale information
- Ability to define datasource (query) to collect required subject information
- Ability to select an initial model selection filter (ex: neighborhood, comparable neighborhoods, market area, distance from subject)
- Ability to include subject as a comparable
- Ability to filter sales by date range based upon valuation date
- Ability to filter sales by validity codes
- Ability to define thresholds for each definition type (Selection, Comparability, Adjustment) (ex: minimum number of comparables must be greater than X)
- Ability to define escalation Paths (ex: Iteratively drop Non-Required Search Parameters)
- \* Ability to select calculation method:
  - Mean Value
  - Mean Value after Trimming Outliers
  - Median Value
  - Inversely Proportional Index Weighting
  - Weighted Value
  - Value Range
- Ability to define the number of comparables to be used to calculate value
- Ability to allow override on the number of comparables used to calculate value
- \* Ability to build user-defined calculation process using Expression Builder
- Ability to define and order additional required characteristics to be displayed in addition to those defined in the Adjustment Definition
- Ability to define and order characteristics to be displayed in header of Comparable grid
- Ability to define and order characteristics to be displayed in footer of Comparable grid

## Accounts

Ability to search and open Accounts in given Tax Year - May select one or many Search Criteria: PIN, Legal party name, Legal party Ident by Type, Prop Ident by Type, Situs Address by Type, Asset Ident, Registration month, Revenue Account, Mailing Address, Tag Range, PIN Range, Postal code Range, PIN status, AIN, Cycle Status, Business Use code, Business Master Number, TAG, Geocode, Class code, Well name, Well Number, Appeal Number  
Ability to select to show Account or Asset page when Account is opened  
Ability to sort results of search: PIN, AIN, Status, Identifiers, Legal Party, Situs Address  
Ability to create a new Account - Process uses the Records task of F - Create new Filing Type Revenue Object  
Ability to view Account **Header data** Information: PIN, AIN, Date Filed, Last Updated by, Owner, TAG, Last updated on Date, Tax Year, Class, Status, Last Posted

Ability to edit **Tax Cycle Information** : Date Annual returned File Cycle Status, Worked by, Worked by Date, Reviewed by, Reviewed by Date, Filing Method, Full asset list filed date, Need to Post checkbox, Override Type, Override Reason, Override Appraised, Needs Notice checkbox, Notice Type, Last Notice Date, Filing Extended Date, Filing Extended Date Approved by, Cycle Optional Reference Note  
Ability to view **Tax Cycle Information** : Working Appraised, Working Assessed, Override Assessed

Ability to view **Summary Group and Account Totals** Information including: Group, Appraised, Exempt, Assessed, Penalty, Fee, Taxable  
Ability to add, Edit or delete **Modifiers** from an Account

Ability to view **Modifiers** Information: Modifiers, Amt/Pcnt, Docket Number, Effective Date, Expiration Date, Status  
Ability to view and edit **Property Information**: Sq footage, Revenue, Business License, Business Use Code, NAICS, Date In Business, Date out of Business. View only data includes Revenue Object ID and Revenue Account Number

Ability to add, edit and delete **Audit Information** : Needs Audit checkbox, Status, Assigned To, Audited Date, Audit Type, Audited By  
Ability to view **Appeal Information** : Appeal Number, Appeal Year, Date Received, Appeal Type, Appeal Status, Resulting Value, Finding, Notice Date, Hearing Date

Ability to view **Attributes**. Attributes are defined on the Maintain Attributes screen and are associated with the account class code.

Ability to view **Identifiers**. Identifiers are defined on the Maintain Attributes screen and are associated with the account class code.

Ability to add, edit and delete **Parties** : Name, Role, Primary checkbox, Primary Address, Attention, Phone No, Email. There is always at least one owner party. In addition taxpayer, lender, interested third party or others could be an associated party. Legal party associations are established in Aumentum Records using the Legal Party Associations Task

Ability to view **Situs Addresses** : Primary, Address, Type

Ability to add, edit and delete **Related Revenue Objects** : Parcel PIN, Relationship, Property Class, Owner, Situs, TAG, Phone

Ability to open Related Revenue Object - Revenue Object Detail Information screen in Info Center is open when select Parcel PIN hyperlink

Ability to add **Personal Account Notes** : Action Date, Note Text, Keyword(s) (can select up to 3 Keywords)

Ability to filter **Personal Account Notes** by a Keyword for viewing

Ability to view all **Personal Account Notes** : Action Date, Note, Keywords, User, Date Entered

Ability to Roll Account - Open an Account in a Tax Year were it is not yet available. Selecting the Roll Account will roll select Account and Asset data from the previous Tax Year

Ability to Reactivate or Deactivate an Account

Ability to Post values - The Worksheet value will be posted and the values will then be used by Asmt Admin and/or Tax Modules

Ability to Save - Saving will trigger the value process that will update the Worksheet value

Ability to go to the Maintain Assets screen

Ability to select Common Actions - Can initiate processes or take you to other screens within Personal Property or other modules

## Assets

Ability to search and open Assets in given Tax Year - The Account will be opened displaying the Asset selected and all Assets for the Account in the Tax Year. May select one or many Search Criteria: Asset Id, Identifier by Type, PIN, AIN, Legal party name, Legal party Ident by Type, Situs Address by Type, Mailing Address, Revenue Account, Asset Id Status, PIN Status, Lease RefNmbr, Lease Contract, Description, Summary Group, Asset Category, Class Code, Well Name, Well Number, Registration Month, Lessor Name, Lessor Mailing Address, Lease Relation, Lease Tax Obligation, Lease Type Code, Lease Description, Lease Year of Acquisition, Lease Year of Manufacturing, Lease Purchase Cost New, Lease Annual Rent

Ability to select to show Account or Asset page for selected Asset

Ability to sort results of search: Asset Id, PIN, Identifier, Legal Party, Situs Address

Ability to view Account **Header data** Information: PIN, AIN, Date Filed, Last Updated by, Owner, TAG, Last updated on Date, Tax Year, Class, Status, Last Posted

Ability to utilize Tabs on Maintain Assets. The **Tabs** (e.g., Business PP, Leased Equipment, Fixed Assets, Racehorses, Other Equipment, Land Improvements, Supplies, Fixtures, LAN Equipment and Mainframes, etc.) displayed depend on the assets for the account. Assets may include Business Personal Property, Leased Equipment, and Summary. Other tabs, for example, might include Production (for business assets in production), BEL (Basic Equipment List), Additional Installed Equipment, and Stored Equipment. The Default Schedule tab displays, if applicable. The Summary tab is included for all accounts. The Total Cost, Qty, Appraised, and Exempt columns also include totals at the bottom. NOTE: Tab names are customized by Thomson Reuters Implementation to accommodate your jurisdiction's requirements

Ability to group Assets by whichever column you select. Click and drag any column header to the top of the grid (above New Asset Line button) to group the select column. You can click and drag as many column headers as desired. For example you could group first by Category and then subgroup by Quantity. While grouped you can collapse groups by clicking on the white down pointer to collapse that particular group and display the remaining groups. Click and drag the column heading back to the grid to remove the grouping

Ability to add, edit, cancel or delete an Asset

Ability to add, edit or delete data for an Asset on the **General** tab: Category, Model, body, Serial #, Filing Status, Model Year, Description, Nickname, Inventory #, Late File Date, Make, Quantity, Original Qty, Lease Relation, Leasing Company

Ability to add, edit or delete data for an Assets on the **Valuation** tab: Do not revalue check box, Roll Appraised check box, Retail Cost when new (RCWN), Use Class Value override check box, value method, value basis, Replacement cost new (RCN), Economic Life, Override Reason, Override Duration, Industry code, State Value Code (Kansas only), Valuation code, Recommended Max Override check box, Fixture Split Ratio, Override amount, Prorate Amount

Ability to add, edit or delete Modifiers for an Asset on the **Modifier** tab: Modifier, Amt/Pcnt, Docket Number, Effective Date, Expiration Date, Status

Ability to add, edit or delete data of an Asset on the **Acquired** tab: Acquired Date, Acquired Type, First Estimate Date, Acquired Hours, New/Used, Acquired Cost, Acquired Condition, Moved In Date, Miles, Original Acquired Cost, Age. The Prior Acquired Cost field is display only

\*Ability to set up personal property class code to associate with a specific functional calendar. For valuation methods that use depreciation schedules the functional calendar determines the first year the asset is taxable. The first taxable year, in conjunction with the acquired date, determines the age of the asset for valuation

Ability to add, edit or delete data for an Asset on the **Registration** tab: Registration #, Insurance Required check box, Vehicle Class, Titled Date, Plate Class, Renewal Fee, Permit, Registration Date, Title #, Mileage, Plate #, Plate Expiration, Decal, Origin Code. The information in this section of the panel pertains to registered assets, such as motor vehicles and watercraft.

\*Ability to utilize DMV transmittal with the configuration set up

Ability to add, edit or delete data for an Asset on the **Details** tab: Units Sold, Length, CC HP, Hours, Miles, Gross Amount, Weight, Use Weight, Brake Type. The Average Price and Average Flow are display fields only. The Details panel Length can be configured to inches or feet for your jurisdiction.

Ability to view the Account Situs or add an Asset Situs on Maintain Assets on the **Situs** tab. The asset assumes the situs address of the revenue object unless a situs address is defined at the asset level

PDF Forms		<p>Ability to enter certain parameters concerning the report</p> <p>Ability to generate the report pdf and other formats</p> <p>Ability to view generated report on-screen</p>
Batch Processes		<p>Ability to take any pdf template and make a fillable form or report out of it</p> <p>Ability to specify the data to be entered in the fillable fields of the pdf template</p>
Electronic Filing	Export	<p>Ability to export Account renditions to Excel</p> <p>Ability to select export layout</p> <p>Ability to indicate on the Account that the file was created</p>
Electronic Filing	Validation	<p>Ability to validate TAG (Tax Authority Group) from spreadsheet against Aumentum Records</p> <p>Ability to validate Situs address from the spreadsheet against Aumentum Records</p>
Electronic Filing	Import	<p>Ability to import renditions from Excel</p> <p>Ability to select Import layout</p> <p>Ability to set Cycle Status on Accounts that were updated</p> <p>Ability to create new Accounts</p> <p>Ability to determine how to match Assets from Incoming Excel to Accounts</p> <p>Ability to add Modifiers</p>
Electronic Filing	Landlord-Tenant Reconciliation	<p>Ability to Import a Landlord-Tenant spreadsheet.</p> <p>Ability to compare a Landlord-Tenant spreadsheet to existing system data.</p> <p>Ability to reconcile a Landlord-Tenant spreadsheet to existing system data in the account.</p>
Electronic Filing	Landlord-Tenant Import	<p>Ability to import Landlord-Tenant data list (a file of landlords and associated tenants).</p>
	Import Unit Loader	<p>Ability to prepare Import files to be imported using the Interface Queue Processors</p>
	Interface Queue Processors	<p>Ability to Import data for Accounts and/or Assets</p> <p>Ability to send all Incoming data to Discovery or only if fail a Command Action</p>
	Posting	<p>Ability to schedule the batch process. to post values for a group of personal property accounts.</p> <p>Ability to post values for a group of personal property accounts via a batch process.</p>
	Valuation	<p>Ability to schedule personal property valuation via a batch process (must be more than one account).</p> <p>Ability to apply values via a batch process to a defined group of personal property accounts.</p>
	Modeled Value Update	
	Statutory Valuation	<p>Ability to allow an appraiser to compare applied values in personal property account to other similar accounts in the county based on reported data.</p> <p>Ability to compare previous years values to current year in an account</p>
	Group Roll Forward	<p>Ability to Override Accounts in batch</p> <p>Ability to select an Override Type and Reason</p> <p>Ability to set the Cycle Status</p>
	Modifier Update	<p>Ability to roll a group of assets forward to the next year so that they are available for valuation and taxation. This is typically the first task performed after processing the year-end tax roll. Personal Property accounts must be rolled to the new tax year before you can process and value them.</p> <p>Ability to select not to include Motor Vehicles in the Batch Group Roll Forward process</p>
	Ownership Update	<p>Ability to apply Modifiers en masse to a group of accounts. (i.e. Failure to file Penalty or accounts that fall below the appraised value threshold making them exempt)</p>
	Account Creation	<p>Ability to select Personal Property Accounts by Account Search, Comma Delimited PIN List, Criteria Groups or Revenue Object List. Ownership Update Options are Effective date of ownership change processing and Schedule the update en masse to a group of accounts</p>
	Account Export	<p>Ability to create personal property appraisal accounts</p> <p>Ability to Define the Processing Options: Receipt Date, Cycle Status, Class Code and Notes</p> <p>Ability to view the generated Confirmation Detail Report when the process is finished</p>
	ABOS Import	<p>Ability to export Account data to XML file to be utilized with eGov</p> <p>Ability to provide eGov with contents of Account/Asset dropdown fields</p>
	Field Update	<p>Ability to Import ABOS Marine Blue Book data to use in automated valuation. (i.e. Import valuation tables for Boat trailers).</p>
	Non-Filer Export	<p>Ability to batch update select fields on Accounts. Fields that can be updated: Appraisal Area, Cycle Status, Map Code, Neighborhood, Reviewed By, Worked By</p>
		<p>Ability to export a list of Accounts of Non-Filers to Excel</p> <p>Ability to edit the Excel file with override value that can be then Imported using Statutory Valuation process</p>
Bulk Processes		
	Appeals Processing	<p>Ability to search for an appeal by defining criteria.</p> <p>Ability to create workflow event once selected.</p> <p>Ability to navigate to maintain appeals.</p>
	Returns Processing	<p>Ability to record date return received (manually or OCR). Auto update following: date field, Filing Status. Be setup to auto apply Late Filing Penalty</p> <p>Ability to automatically update date field.</p> <p>Ability to automatically update Filing Status.</p> <p>Ability to be setup to automatically apply Late Filing Penalty</p>
	TAG Assignment	<p>Ability to assign TAGs (tax authority groups) to a group of properties - It can be used any time, but it is typically used after a data import</p>
Business Master		<p>Ability to Search for a "Business Master".</p> <p>Ability to save a query for a business master search.</p>



	<p>Ability to open a Facility operator account</p> <p>Ability to create a new Facility.</p> <p>Ability to edit a Facility</p> <p>Ability to access common actions</p> <p>Ability to add tenants to a Facility</p> <p>Ability to edit tenants in a Facility</p>
Filing Assignment Rules	
Rules Maintenance	<p>Ability to indicate what Appraiser will be assigned to items sent to Discovery</p> <p>Ability to indicate what Appraiser will be assigned during Return Processing</p> <p>Ability to add, edit, copy, Inactivate, reactivate rules</p> <p>Ability to create rules per Module</p> <p>Ability to view the Rules Inventory, including the ability to filter the view by Module</p> <p>Ability to create <i>Rule Components</i> to route to a Workflow queue</p> <p>Ability to select a priority for the <i>Rule Components</i> created</p> <p>*The System will find the first rule which matches the item in question and route the item per that rule. It will not go through the rest of the rules in the list</p> <p>The ability to define the Rule Components by the data service linked to the rule. The data services that appear in the drop-down list are those defined in Aumentum for the Personal Property module</p> <p>The ability for business rules to be executed by a variety of Aumentum tasks: i.e. <i>Aumentum Workflow</i> - a decision node or routing activity with a workflow may need to execute a rule to determine staff assignment and routing. <i>Aumentum Events</i> - an event may need to execute a rule to determine staff assignment and/or routing. <i>PPA Bulk Processing</i> - This process may execute a staff assignment rule to assign an appraiser to an incoming paper filing. <i>PPA Discovery</i> - This process may execute a staff assignment rule to assign an appraiser to the Incoming online filing. It may also execute a criteria evaluation rule to determine if the account needs to be reviewed in Discovery or automatically updated without review. <i>PPA Generate Audit</i> - This process may execute a staff assignment rule to assign an auditor to a newly generated audit.</p> <p>Ability for supervisors to view the history to determine when rules have been run and the result of the rule. (i.e. a rule is created to determine conditions in which accounts are automatically routed for supervisor review. When the supervisor opens the workflow item he/she can see the reason the workflow item has been routed for their review.</p> <p>Security to prevent a user from changing a data service for a rule that has components</p>
Auditors	<p>Ability to view a list of existing auditors</p> <p>Ability to Add or Delete an Auditor - Available User Names are from Configuration &gt; Security and User Maintenance &gt; Users</p>
<b>Common Actions</b>	
Context Reports	<p>Available on Maintain PPA Accounts and Maintain Assets screens</p> <p>Ability to run a SRS Report for the Account</p>
Tax Detail	<p>Available on Maintain PPA Accounts and Maintain Assets screens</p> <p>Ability to open the Info Center &gt; Tax Detail screen for the Account</p>
View Posting History	<p>Available on Maintain PPA Accounts and Maintain Assets screens</p> <p>Ability to view Posting History for the Account</p> <p>Ability to Post values</p>
Error Log	<p>Available on many screens</p> <p>Ability to view and copy errors generated on the screen</p>
Manage Property Flags	<p>Available on Maintain PPA Accounts and Maintain Assets screens</p> <p>Ability to view, add or edit Property Flags for the Account and Tax Year</p>
Appeal History	<p>Available on Maintain PPA Accounts and Maintain Assets screens</p> <p>Ability to view Appeal History for the Account</p> <p>Ability to Filter Appeals by Status</p> <p>Ability to group available columns</p>
Event History	<p>Available on Maintain PPA Accounts screen</p> <p>Ability to open the Info Center &gt; Event History screen for the Account</p>
Open Related Revenue Object	<p>Available on Maintain PPA Accounts screen</p> <p>Ability to view Related Revenue Objects</p>
Info Center - View Related Revenue Objects	<p>Ability to Open Real Property PINs in Valuation &gt; Property Characteristics screen - Must have at least view access to Property Characteristics screen</p> <p>Ability to open Personal Property PINs in Info Center &gt; Revenue Object Detail screen</p>
Copy Assets	<p>Available on Maintain Assets screen</p> <p>Ability to open Info Center &gt; Related Revenue Objects information screen</p>
Move Assets	<p>Available on Maintain PPA Accounts and Maintain Assets screens</p> <p>Ability to copy one or more Assets from one PIN to another PIN</p> <p>Ability to copy one or more Assets on one PIN to the same PIN</p> <p>Ability to copy Assets to other Tax Years</p> <p>Ability to copy Asset Notes, Attributes, Modifiers, Lease Relationships</p> <p>Ability to copy a % of the Asset value</p> <p>Ability to Overwrite existing Assets</p> <p>Ability to copy Assets to Subsequent Years</p>
Open PPA Account	<p>Available on Maintain PPA Accounts and Maintain Assets screens</p> <p>Ability to move one or more Assets from one PIN to another PIN</p> <p>Ability to move Assets to other Tax Years</p> <p>Ability to move Asset Notes, Attributes, Modifiers, Lease Relationships, Facility Relationship</p> <p>Ability to move Assets to Subsequent Years</p>
Asset Search	<p>Available on Manage Discovery Worklist</p> <p>Ability to open Maintain PPA Account screen for the Account</p> <p>Available on Manage Discovery Worklist</p> <p>Ability to open Search for Assets screen</p>

Ability to identify those PINs represented by the Agency, as well as the powers the Agency possesses for the specific PIN, including Effective Start Date and End Date.  
 Ability to identify a specific Agent (Agency representative) that will represent this PIN.  
 Ability to identify by configuration whether single Agency representation will automatically expire powers or allow multiple Agencies identified with different powers to represent PIN.  
 Ability to establish resource availability for hearing scheduling consideration.

## Configuration

Agency Powers	<p>Ability to define specific powers identifying what legal rights an agency may practice specific to PIN representation.</p> <p>Ability to identify what mailings an Agency may receive on behalf of a PIN.</p>
Cases	<p>Ability to establish case class, level and type information.</p> <p>Ability to establish case status values and associate each with an internal status.</p> <p>Ability to map all acceptable combinations of class, level and type.</p> <p>Ability to establish the data entry template used for each combination of case class, level and type.</p> <p>Ability to establish permitted access to Filing, NonAdValorem and Parcel objects by role and case class.</p>
Codes	<p>Ability to identify key Center Code areas for appeal case grouping consideration by main class code definition.</p> <p>Ability to further define by Center Code specific Hearing groupings to identify estimated duration expectations for routing of cases by workflow/rules definition to facilitate efficient scheduling.</p>
Locations	<p>Ability to establish specific building locations where hearings appeals will be scheduled.</p> <p>Ability to identify specific rooms within establish locations where hearings will be scheduled.</p>
Participants	<p>Ability to build Appraiser and Board member listing from existing User and Legal Party records, identifying the individuals role within the hearing process.</p> <p>Ability to establish which location(s) a participant is intended to appear.</p> <p>Ability to define the skillset of individual participants for consideration in scheduling hearings.</p> <p>Ability to identify Panels needed, by location for hearing scheduling.</p>
General	<p>Ability to establish default availability start/end times for work hours, AM break, PM break and lunch.</p> <p>Ability to establish default days in the work week for availability.</p> <p>Ability to establish default scheduling wizard options to prioritize cases by received date or appraised value with a percent value variance.</p> <p>Ability to establish default for number of minutes to buffer between hearing sets.</p> <p>Ability to establish barcode data locations for case creation, case maintenance and hearing processing.</p>
Evidence Packet	<p>Ability to establish by class code which reports are available to be included in evidence packet.</p>
Rules Maintenance	<p>Ability to specify rules used to determine the destination workflow queue for the created workflow activity.</p> <p>Ability to set effective date for rule.</p> <p>Ability to activate and inactivate a rule.</p> <p>Ability to copy a rule.</p> <p>Ability to select a data service containing the components needed to determine the destination workflow queue for the created workflow activity.</p> <p>Ability to establish logic for the substance of the rule using the data service components with operators against entered values.</p>

## Assessment Administration

	Assessment History	Provides a history of assessments and values by pin over specified time frame.
CA	Assessment Event Maintenance	Ability to process assessment events that trigger Base Value recalculation Ability to maintain base value segments and beneficial interests Ability to apply value overrides
	Modifier Maintenance	Ability to search for existing modifiers Ability to add or maintain modifiers
CA CA CA	Exclusion Maintenance	Ability to search for existing exclusions Ability to add or maintain exclusions Parent-Child Exclusions Base Year Exclusions Builder's Exclusions
CA CA	Assessment Roll Processing	Compiles inventory and value data to create cadastres, or assessment rolls Ability to compile annual roll Ability to compile supplemental rolls (unlimited occurrences) Ability to compile correction rolls (unlimited occurrences)
	Correspondence	Ability to generate correspondence based on criteria and predefined data services and reports/extracts.
	Assessment Notices	Ability to generate assessment notices that are sent to taxpayers to notify them of the current assessed value of their property.
	Reports & Extracts	Ability to run Assessment Administration Reports through sql server reporting services Ability to run Dyn Calc Processes to produce reports and extracts Create or Edit Import File Types Import Assessment Administration Files Setup Report Criteria Groups to be used for Tax Roll Processing and Notices Create or Edit Report messages for Notices Create or Edit Sorting and Grouping rules for Notices Setup formats and reports for Assessment Notices Setup value mapping for Roll Castes and Roll Types
	Setup	Map class codes to revenue object attributes for determining how a revenue object will be valued and taxed Setup change reasons used in processing roll corrections Create or Edit value modifiers, such as exemptions, that are used to change the assessed value of revenue objects Define value types and the attributes used in calculating and tracking during processing Assessment Roll Processing and other calculations Create or Edit various types of application used value modifiers
	Application Processing	Create or Edit value criteria groups for the purpose of grouping different property components together for valuation purposes Ability to process various types of applications for value modifiers

CA	Annual Corrections & Escapes:	Ability to process roll change assessments - both upward and downward - extending taxes, proofing bills and finally posting to Accounts Receivable
CA		Support generating new owner bills with extended due dates
CA		Facility to map value reason codes to tax reason codes for special processing
CA		Capacity to define flags imposed during tax roll processing
CA	Tax Bill Transfers	Support to create groupings of value type selection criteria to retrieve records for use in various tasks and modules.
CA	Tax Estimation	Ability to transfer and/or divide bills of undivided interests into multiple bills based on ownership in a property. The multiple bill divide can be based on either a percentage of the bill or a flat amount.
		Provides a process to bill for the portion of a property being split, prorated over the remaining months in the current tax year. Use this task for a property split due to eminent domain and the need to collect an estimated tax bill for the split portion prior to the annual roll being available from the property appraiser
CA	AB 8 Factor Calculation	Capacity to adjust values and ATI TAG ratios due to jurisdictional changes
CA		Ability to adjust prior year and base revenue values
CA		Support to calculate ERAF shifts by ratio or amount
CA		Capacity to forecast ERAF revenue
CA		Ability to calculate AB8 1% apportionment factors and publish to Distribution when finalized
CA	Timber tax	Support to manage Timber Tax by TAG and Taxing Authority
CA	Supplemental Factor Calculation	Support to calculate the ADA percentages from the State-provided counts
CA		Ability to calculate Supplemental AB8 1% apportionment factors and publish to Distribution when finalized
CA	HOX Apportionment Factors	Capacity to generate the Homeowners Reimbursement Apportionment Factors
CA	Major Report	Ability to generate the BOE 822 report
	Tax Rates	Fully Configurable Rate Tables
	Tax Rate Calculations	Tax Rate Calculations
	Estimated Taxes	Ability to estimate taxes based on updated data or next years estimates
	Tax Increment Financing	Wholly supported TIF configuration and PIN associations
	Deferred Tax Processing	Ability to defer taxes for certain types of valuations (Farms, Homestead, etc) and to charge back (recoup) those taxes upon removal from the appropriate exemption program.
	Calendar / Installment Schedules	Fully configurable calendars to define installment schedules and rounding per the various property types.
	Rate Import	Easily programmable rate import to input via data file tax rates received from the state or other entity. Thus saving data entry for the users.
	Tax Bill Types	Ability to define tax bill options (corrections, supplemental, new bills, etc.) for tax changes based on user definable tax change reason codes.

## Cashiering

### General

- Option for supervisor control of cashiering session creation
- Ability to create collection sessions for day, cashier, till, location
- Ability to collect payments towards tax bills or miscellaneous charges
- Ability to collect payments towards payment plans
- Ability to collect payments towards tax sale bills
- Ability to accept advance payments
- Ability to accept payments towards bankruptcy case/claims
- Ability to void a receipt
- Ability to reprint an individual receipt
- Ability to en mass reprint receipts (based on a list, a range, or designation of 'receipt required' within a payment Import file)
- Ability to process the purchase of an Agency held tax sale item by an individual buyer

### Balancing

- Ability to reconcile checks in a collection session
- Ability to reconcile individual cashiering sessions
- Ability to reconcile sessions for an entire office location

### Reports

- Ability to create a Deposit Slip report
- Ability to reprint a collections Session Reconciliation Report (summary or detail)
- Ability to reprint a collections Back Office (Location) Reconciliation Report (summary or detail)
- Ability to generate a Daily Balance Report (summary or detail)
- Ability to generate a Mobile Home Decal Report (GA only?)

### Cash Management

- Ability to adjust the contents of a Till: Remove Cash, Add Cash, Cash a Check, Make Change
- Ability to modify the Tender information for a payment (before reconciliation)
- Ability to modify the Paid By name and address for a payment

### Management Console

- represent  
ation of  
the  
collection  
activities  
for a  
business  
day.  
Able to  
view the  
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Able to  
see bar  
graph of  
tender  
details by  
session  
for

### Setup

- \* Configuration of multiple cashiering Locations
- \* Configuration of multiple Cashiers
- \* Configuration of accepted types of credit cards
- \* Configuration of default settings for cashiering rules, including overrides, ability to alter payment dates, tolerance settings, etc...
- \* Configuration of Miscellaneous Sources (non-bill charges)
- \* Ability to group Miscellaneous Sources (example: by department)
- \* Ability to define when partial payments are allowed and if partial payment fees will be charged
- \* Ability to define system rules based on Flags on bills
- \* Ability to define messages that will print on receipts
- \* Ability to define the receipt number sequence pattern
- \* Ability to define the accepted types of tender (example: cash, check, money order, etc...)
- \* Ability to define multiple Tills within a cashiering Location
- \* Ability to define payment validation settings



Tax Sale	
Property Sale	
Buyers	Ability to use built-in system reports for Property sale, Tender Loss report, and IRS notification report. Ability to run tax sale reports to balance the tax sale and buyer payments.
Property Sale Maintenance	Ability to create and maintain property sales. Ability to generate contact sensitive correspondence via the Correspondence slider task. * For CA - Ability to edit potential buyers and disqualify bids when bid amount less than minimum bid. * For CA - Ability to edit potential buyers and validate the reason when the buyer status has changed. * For CA - Ability to run the tax sale dis-qual process from the slider task menu. * For CA - Ability to resolve Power to Sell documents via a Recording system. * For CA - Ability to setup Parties of Interest associated to the property sale items. * For CA - Ability to create parties of interest from associated legal parties. Ability to filter the screen display by sequence number, bid number, buyer number, and minimum bid amount. Ability to apply the sale collection type, sale type, sale time, and sale location to the property sale group. Ability to configure and enter various sales dates associated with the sale group. Ability to do mass entry of the buyer information at the time of the sale. * For CA - Ability for mass sale of business and personal property.
Property Sale Settings	Ability to configure the various settings for the Property Sale Module. * For CA - Ability to configure settings for both secured and unsecured sales. Ability to customize the application of reason codes and workflows for specific change reasons. Ability to configure tax sale fees by sale, flag, and tax authority group (TAG).
Buyer Maintenance	Ability to search for and maintain the buyers for tax sale purchases. Ability to search buyers by Name, Legal Party type, buyer number, delivery address, and communication type/number (such as phone, cell, etc)
Estimate Configuration	Ability to configure a property sale estimate using rules and criteria including prior year, current year, and 1st through 3rd future years.
* For CA - Excess Proceeds	* For CA - Ability to search and process excess proceeds. * For CA - Ability for parties of interest to claim excess proceeds. * For CA - Ability to maintain and manage excess proceeds. * For CA - Ability to create correspondence for claimants of excess proceeds amounts.
* For CA - Excess Proceeds Cost Allocation	* For CA - Ability to define how to allocate excess proceeds costs. * For CA - Ability to configure claimable excess process surplus subcode. * For CA - Ability to select accounts for processing excess proceeds. * For CA - Ability to enter manual allocation of excess proceeds from outside system and apply to system amounts.
Tax Sale Flag	Ability to apply and remove flag to tax sale properties. Ability to configure flag payment rules for various cashing functions.
Buyer Notices	Ability to print notices for buyers associated with a Property Sale. Ability to configure correspondence using the system data services for buyer notices.
Property Sale Notices	Ability to print correspondence for Property Sales. Ability to configure correspondence using the system data services for property sales.
Personal Contact Sheets	Ability to view personal contact information for property sales. Ability to create personal contact templates and associated reports for correspondence.
Publication List	Ability to generate a publication list and print vendor list from an updated tax sale. Ability to create history for the report creation.
Sale Item Corrections	Ability to process corrections to property sale items. Ability to cancel or void a tax sale item. Ability to apply a flag to items that are cancelled or voided. Ability to write-off a tax sale item.
Tax Sale Export	Ability to search for tax sale export information. Ability to use File (V) defined layout to export data for Internet property sale.
Export/Import	Ability to setup mapping type mappings for the Tax Sale Buyer payment Import process. Ability to include setting mappings to populate the Property Sales Screen with the information. Ability to export buyer information.
User-Certificated Sale	
Reports	
Tax Sale Settings	Ability to use built-in system reports for Certificated Listings, Tax Sale Items with surplus, Auctioneer Report, Bidder activity, Certificate Corrections and Transfers, Bundled and Redemption Information. Ability to run tax sale reports to balance the tax sale and buyer payments.
Tax Deed Settings	Ability to configure the various settings for the User/Certificated Sale Module. Ability to configure calendars relating to the sale item penalty/interest cycle and link those calendars to different types of sale and different types of sale items. Ability to specify redemption periods for various types and ranges of sale items. Ability to configure "Virtual" fees to be charged at specific times during the sale cycle. Ability to link to the common fee setup page in order to create fees appropriate for jurisdiction. Ability to configure the sale so that any items that remain unsold return to the normal delinquent status when the sale is finalized.
Tax Sale Flag Rule Setup	Ability to configure the various settings for Tax Deed Applications. Ability to configure the fees associated with the Tax Deed process and how they will interact with the manual tax deed process and forms (FL only).
Tax Sale Certificate Search	Ability to configure flag payment rules for various cashing functions. Ability to search for and view pertinent information regarding a certificate/item that exist in Aucteum.
Buyer Maintenance	Ability to search for and maintain the buyers for tax sale purchases. Ability to search buyers by Name, Legal Party type, buyer number, delivery address, and communication type/number (such as phone, cell, etc) Ability to register a buyer type in order to indicate if a buyer is an individual, an agency, or a group buyer. Ability to register a buyer type in order to indicate if a buyer is an individual, an agency, or a group buyer. Ability to base registration fees on configured amounts and base it on a number of units (i.e. number of paddles to be used during the sale) Ability to mark a buyer as banned, or checked in (eligibility for random selection) Ability to create buyer deposits and configure the sale to use the deposit amount when determining whether the buyer is eligible to purchase items. Ability to view information regarding the surplus created by the deposit and use the current balance of that surplus record. Ability to add a accounting provider's vendor code for a buyer in order to communicate payment information to the accounting system. Ability to add, edit and view contact information for the buyer. Ability to assign specific numbers to a buyer and also to use the paddle numbers in the Mass Entry screen to identify the buyer during the sale. Ability to create Group Buyer Masters and then link other buyers to that group.
Buyer Notices	Ability to print notices for buyers associated with a Property Sale. Ability to configure correspondence using the system data services for buyer notices.
Subsequent Endorsement Tax Notices	Ability to create correspondence to be sent to the buyer holding particular certificates regarding the existence of other unpaid taxes due on the PIN that are eligible to be endorsed on his/her certificate.
Tax Sale Maintenance	Ability to create and maintain User/Certificated sales. Ability to Renumber Certificates. Ability to create bundles of tax sale items to be sold together. Ability to assign special items to Agency Buyer prior to the start of the sale Ability to print the Sale Reconciliation Report. Ability to edit the Buyer number and bid amount for individual items Ability to base bidding for the sale on Interest Earned Percentage, Overbid Amount (Premium), or Percentage of Ownership on the property Ability to filter the screen display by sequence number, bid number, buyer number, and minimum bid amount. Ability to apply the sale type, sale time, sale description, sale type, sale time, and sale location to the property sale group. Ability to do mass entry of the buyer information at the time of the sale. Ability to do a traditional auction style manual sale or to do a random selection style sale. Ability to use keyboard strokes to quickly move forward and backward through items during the mass entry process. Ability to view previous two items, items being sold and next two items to be sold in the mass entry page. Ability to quickly jump to a particular item for sale in the mass entry page by typing the item number in. Ability to view sequence number, PIN, Bid Year, Bid Number, Sales Address, Owner Name, and Minimum Bid Amount for each item in Mass Entry. Ability to view the Buyer Home after the number is entered. Ability to create limitations around what bids will be accepted. Messages will be displayed if amounts and buyers entered do not meet established rules. Ability to apply Agency type buyers to items that do not sell in order to mark them as "agency or county held" items.
Tax Sale Flag	Ability to apply and remove flag to tax sale properties.
Tax Sale Notices	Ability to print correspondence for Certificate/Item Sales. Ability to configure correspondence using the system data services for certificate/item sales.
Form DMSL	* FL Specific - Ability to print DMSL form for FL Tax Deed Application process.
Certificate Transfer	Ability to transfer fees/certificates one at a time or en masse from one buyer to another. Ability to change a fee per fee/certificate transferred if desired. Ability to transfer items based on an uploaded file.
Certificate Corrections	Ability to cancel or void a fee/certificate. Ability to apply a flag to items that are cancelled or voided. Ability to write-off a mass sale item. Cancel and Write-off will remove the amount due and will not create surplus. (used for items that are no longer collectible by statute) Void is for reapplying fee/certificate attributes from items that were sold in error. It will return the record to the pre-sale status allowing normal delinquent rules to apply to the original amount due. Surplus will be created for the amount due back to the buyer.
Mass Payment of Subsequent Taxes	Ability to find all records with an unpaid current amount due for a buyer who owns a fee/certificate on the record for a prior year. Ability to select all or some of those records and endorse the current year taxes on the buyers certificate. Ability to pay the amounts for the endorsements.
Certificate Number Maintenance	Ability to configure certificate numbers by sale to contain an alphanumeric prefix, and to specify the string sequence number.
Tax Sale Export	Ability to search for tax sale export information. Ability to use File (V) defined layout to export data for Internet property sale.
Redemption Preparation	Ability to search for certificate redemptions that have been collected within a certain time period. Ability to view a detail and/or summary report of those items. Ability to save and view the notices that have been created. Ability to create redemption notice correspondence and set the redemptions as "Ready for Tax Accounting".

## Distribution

Predistribution	<p>Preliminary calculation (apportionment) of amounts that will be available for distribution</p> <p>Applies distribution rules and apportionment factors* to allocate amounts</p> <p>Allows user to group allocations for multiple tax authorities into a single agency</p> <p>Allows user to select between distribution of collections or entitled charges*</p> <p>Allows user to select entitled distribution processes as configured in a schedule</p> <p>Allows user to approve or reject predistribution results</p> <p>Allows user to produce reports of predistribution results (PDF, HTML, Excel, Word, Text, Rich Text)</p> <p>Archives all predistribution results for future reporting</p>
Distribution	<p>Posts amounts made available for distribution from the predistribution process</p> <p>Allows filtering of available amounts so the user can post only what is needed</p> <p>Applies commission (aka - Fees*) calculations to allocated agency amounts</p> <p>Allows distribution process reports to see what will be distributed prior to posting (PDF, HTML, Excel, Word, Text, Rich Text)</p> <p>Archives all posted transactions for future reporting</p> <p>Produces distribution payment transactions to agencies</p>
Import Distribution Adjustments	<p>Allows user to export a file of attributes to be used in the Import file</p> <p>Allows user to Import a file of distribution adjustments</p> <p>Allows user to save imported adjustments as pending for review</p> <p>Allows user to define a user-defined import template</p> <p>Allows user to create payment records from imported distribution adjustments</p>
Manual Apportionment	<p>Allows payments to be manually apportioned to a tax authority fund specified by the user</p> <p>Allows payments to be manually apportioned to an agency specified by the user</p> <p>Manual apportionments become part of the predistribution results and are included in predistribution reports (PDF, HTML, Excel, Word, Text, Rich Text)</p>
Distribution Adjustments	<p>Allows user to manually enter adjustments to distribution amounts</p> <p>Allows user to save manually entered adjustments as pending for review</p> <p>Allows user to enter balanced manual adjustments</p> <p>Allows user to produce payment records from the adjustments</p> <p>Archives all saved adjustments in distribution transaction history for reporting</p>
Distribution Reversal	<p>Allows posted distributions to be reversed</p> <p>Reversed distributions become posted transactions in distribution history and are included in distribution history reports</p>
Interest Distribution	<p>Allows distribution of bank interest earned to taxing authorities based on average daily balance</p>
Reports	<p>Distribution Transaction Report - reports on all posted distribution transactions (PDF, HTML, Excel, Word, Text, Rich Text)</p> <p>Distribution Rule Allocation Report - shows the calculation inputs and results of predistribution processes (PDF, HTML, Excel, Word, Text, Rich Text)</p> <p>Agency Map Report - listing of distribution agencies</p> <p>Distribution History Reports - shows summarized distribution history by agency, tax authority, fund, and miscellaneous (PDF, HTML, Excel, Word, Text, Rich Text)</p> <p>J23 Report* (PDF, Excel)</p> <p>SA Distribution Status Report - shows SA charges, payments and distributions (PDF, HTML, Excel, Word, Text, Rich Text)</p>
Apportionment Factors*	<p>Functions as advanced type of distribution rules with criteria and rates*</p> <p>Allows user to create groups with criteria that determines which transactions the rates will apply to during predistribution*</p> <p>Allows a place for the key module to publish various calculated apportionment factors*</p> <p>Allows for the user to conduct research to determine if all transactional attributes are accounted for in configuration*</p> <p>Allows the user to define and utilize global tax authority funds (aka - Pseudo Funds) in criteria</p>
Setup	<p>Allows the user to configure rules that determine allocations and apportionments</p> <p>Allow users to define some special rules used in custom reporting (J23 Report)*</p> <p>Allow users to define criteria that identify which charges will be treated as entitled charges (i.e. - advances)*</p> <p>Allow users to define fail criteria that will alert the user to un-allocated amounts</p> <p>Allow user to define secondary distribution rules that perform additional allocation of initial results (i.e. - Pen/Int on Teeter, Net to TIF, Inactive TAFs)</p> <p>Allow the user to configure Agencies to receive distributed funds via Check, GL Journal Entry, EFT</p> <p>Allows the user to configure criteria, basis, and rates for how commissions will be calculated (i.e. - 5% supplemental*, 25 annual*, PTAC*)</p> <p>Allows the user to configure the annual schedule of entitled distribution processes and their process types (i.e. - advance*, settlement to collections*, teeter settlement*, teeter buyout*, prior year corrections*)</p> <p>Allows the user to configure criteria and format for producing correspondence to distribution agencies</p>

## Business Revenue

### Business Maintenance

- ability to search for a Business
- ability to create a Business Account
- ability to create business locations
- ability to create a business license
- ability to maintain a business license
- ability to correct a business license
- ability to create a trust tax account
- ability to maintain a trust tax account
- ability to correct a trust tax account
- ability to handle many to one license associations
- ability to create management companies based on location
- ability to do combined groups by business account level
- ability to add flags to business accounts or locations
- ability to add and view notes on business accounts or licenses

### Discovery

- ability to manage discovery worklist
- ability to compare imported data against current account

### Groups

- ability to create a business group
- ability to manage a business group
- ability to apply a flag to a group

### Correspondence

- ability to create correspondence for group results

### Business License

- ability to print business license renewals
- ability to renew a business license
- ability to renew a business license using barcode technology
- ability to use group results to print or export renewal licenses
- ability to export business renewal licenses
- ability to print a business license bill
- ability to export business license bills
- ability to print a business license certificates
- ability to export business license certificates
- ability to print delinquent notices
- ability to export delinquent notices
- ability to transfer business licenses in mass

### Trust Tax

- ability to create a new trust tax roll
- ability to print trust tax returns
- ability to export trust tax returns
- ability to print a blank trust tax form
- ability to process trust tax returns
- ability to print a trust tax assessment
- ability to print a trust tax receipt
- ability to post a trust tax return
- ability to pay a trust tax return
- ability to correct a trust tax return
- ability to create a trust tax return worklist
- ability to maintain a trust tax account worklist

### Decal and Stamp

- ability to maintain decal and stamp inventory
- ability to view decal and stamp transactions

### Audit

Collections Total Comparison Report  
Payment Plan Listing  
Property Tax Revenue Report

**Correspondence**

Refund and Surplus Notices  
Refund Claim Notices (CA only)  
Payment Notices  
Payment Plan Notices

**Escrow Accounts**

Ability to configure Escrow Accounts, so that surplus may be associated with a specific Legal Party and used to pay bills for that Legal Party

**Collection Type Transfer**

Ability to en mass move unpaid charges from one collection type to another (i.e. Secured to Defaulted Secured) (CA only)

**Payment Allocation Setup**

- Ability to define how a payment is to be allocated with individual bills and across sets of bills. (Prorated, declining, fee first, etc...)
- Ability to designate a default payment allocation rule per type of process, and enable alternate rules for each process

**Payment Terms Rules**

- Ability to configure interest calculation as a percentage of the unpaid balance of charges
- Ability to configure penalty calculation as a percentage of the unpaid balance of charges (or flat amount)
- Ability to configure discount calculation as a percentage of the unpaid balance of charges
- Ability to cancel all or additional penalty or interest based on a flag on the bill
- Ability to define an interest schedule for use in interest or penalty calculations

**Batch Collections Setup**

- Ability to define specific flags, dates, tax authorities, value types, fees, or user defined fields for use in various imports and exports

**Surplus/Refund Setup**

- Ability to define criteria for use in surplus/refund routing
- Ability to configure routing rules for surplus based on criteria:
  - Automatically refund
  - Aging (wait before processing)
  - Require review before refunding
- Start workflow (ex: route to use surplus on existing charges, etc...)
- Ability to configure rules used in refund interest calculation

**Setup**

- Ability to configure types of surplus that can be accepted as advance payments
- Ability to configure types of installment cycles for ACH processing
- Ability to configure export file default data for ACH processing
- Ability to configure payment import tender type mappings
- Ability to configure multiple surplus types based on the payment import process used
- Ability to configure Levy Book settings (MN only?)
- Ability to configure collection type settings (Secured to Unsecured) (CA only)
- Ability to configure protested payment reconciliation settings
- Ability to configure Non-sufficient Funds fees

## Billing

Bill Print & Export	This batch process allows for the creation of XML and/or Flat Files for external printing by third parties. This process also can create PDFs of the Tax Bills for internal printing or for external printing by third parties.
Lenders	The ability to maintain information about Mortgage/Lender companies and those tax bills they are responsible for. This also includes the ability to print bills or export files to process payments by Mortgage/Lender companies for those properties they are responsible and to produce "No Tax Due / Courtesy Copy" bills for the owners of the bills being processed by Mortgage/Lender companies
CASS Verification	The ability to interface with software vendors that provide and verify mailing addresses and postal code delivery point processes to get the best postage rates. VIA RECORDED/BATCH PROCESSES
Bill Formatting	The great flexibility given to the user to determine the information to include in various groups of bills and the information on the bills.
Sort Options	The ability to define sort options for the bill generation
Bill Grouping	The ability to group the bills where multiple bills are to be sent to the same mailer.
Selection Criteria	The ability to determine basic criteria such as the roll castes, roll types, properties, Lenders, reason codes, and revenue object lists. This allows the users to define the set of bills to be printed. Also included are more specific choices to identify options such as including and excluding messages to print on the bills and properties to include based on flags, minimum and maximum installment amounts, and Legal Parties and Valuation criteria
Charge Mapping	Tax charge mapping allows the user great flexibility to determine how the charges will be grouped to appear on the bills and the descriptions that go with them. Charges can be separated out to the Fund level and combined all the way to the Tax Authority Group level and anywhere in between.
Bill Messages	Text message definitions allow the user the flexibility to define messages and by using a set of criteria to define from which bill attributes the message(s) will be printed but also the ability to define a date period for which the message applies.
Holiday Processing	Calendar intelligence for county specific holidays - Due dates automatically skip to next available date
Mailing Party	Ability to define the recipient of the bill whether it's the primary owner, a copy to other owners, or other designated parties.
Seasonal Addresses	Ability to define the mailing address for the mailing party as to seasonal addresses
Barcode / OCR Printing	The ability to print either a barcode or OCR code for use by high speed remittance scanners
Taxbill Flags	The ability to mass select a group of bills based on user defined selection criteria and to set a user designated flag on the property or tax bill related to those conditions.
E-Bills	With our latest and upcoming release. Via an interaction with our E-Gov product, the ability for electronic notification and viewing of those bills where users have elected to receive an electronic version vs. the standard paper bill.





# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3u)**

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**To: BOARD OF SUPERVISORS**

**From:** Mendocino County Employees Retirement Association

**Meeting Date:** April 8, 2025

**Department Contact:** Doris Rentschler

**Phone:** 707-463-4329

**Department Contact:** Judy Zeller

**Phone:** 707-463-4328

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Making Government Code Section 31522.3 Applicable in Mendocino County, Exempting Assistant Administrators and Chief Investment Officers Appointed by the Mendocino County Employees Retirement Association (MCERA) Board of Retirement from County of Mendocino County Civil Service and Merit System Rules, and Permitting the MCERA Board of Retirement to Appoint Assistant Administrators and Chief Investment Officers

**Recommended Action/Motion:**

Adopt Resolution making Government Code section 31522.3 applicable in Mendocino County, exempting assistant administrators and chief investment officers appointed by the Mendocino County Employees Retirement Association (MCERA) Board of Retirement from Mendocino County Civil Service and Merit System rules, and permitting the MCERA Board of Retirement to appoint Assistant Administrators and Chief Investment Officers; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

None.

**Summary of Request:**

Adoption of Section 31522.3 allows the MCERA Board of Retirement to appoint assistant administrators and chief investment officers that are not subject to civil service rules and serve at the pleasure of, and may be dismissed at the will of, the retirement board. MCERA does not intend to add an assistant retirement administrator position but solely wishes to change its existing investment officer position to serve at the will of the Board of Retirement.

**Alternative Action/Motion:**

None.

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

**Supervisory District:** All

**Vote Requirement:** Majority

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**Item #: 3u)**

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**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:** Darcie Antle, CEO

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Atlas Pearson, Senior Deputy Clerk

**Date:** April 9, 2025

**Final Status:** **Adopted**

**Executed Item Type:** Resolution

**Number:** 25-060



## **RESOLUTION NO. 25-060**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADOPTING GOVERNMENT CODE SECTION 31522.3 EXEMPTING ASSISTANT ADMINISTRATORS AND CHIEF INVESTMENT OFFICERS APPOINTED BY THE BOARD OF RETIREMENT FROM COUNTY CIVIL SERVICE AND MERIT SYSTEM RULES**

WHEREAS, the Mendocino County Employees Retirement Association (MCERA) operates pursuant to the County Employees Retirement Law of 1937 (CERL) (Government Code §§31450-31899.10) and other applicable laws; and

WHEREAS, Government Code section 31522.1 of the CERL authorizes the Board of Retirement of the Mendocino County Employees Retirement Association (MCERA) to appoint such administrative, technical, and clerical personnel as required to accomplish the necessary work of MCERA; and

WHEREAS, personnel appointed under Government Code section 31522.1 are subject to Mendocino County civil service and merit system rules; and

WHEREAS, Government Code section 31522.2 authorizes the Board of Retirement, if it has appointed personnel under Government Code section 31522.1 to appoint an administrator as a County employee not subject to County civil service and merit system rules, provided that the Board of Supervisors has adopted a resolution making that section applicable in the County of Mendocino; and

WHEREAS, on March 27, 2007, the Board of Supervisors, by resolution, made Government Code section 31522.2 applicable to the County of Mendocino and the Board of Retirement has subsequently appointed personnel to the position of administrator; and

WHEREAS, Government Code section 31522.3 authorizes the Board of Retirement, if it has appointed personnel under Government Code section 31522.1, to appoint assistant administrators and chief investment officers as county employees not subject to County civil service or merit system rules provided that the Board of Supervisors has adopted a resolution making that section applicable in the County of Mendocino; and

WHEREAS, such appointed positions shall be included in the salary ordinance or salary resolution adopted by the Board of Supervisors for compensation of county officers and employees; and

WHEREAS, such appointees shall be directed by, shall serve at the pleasure of, and may be dismissed at the will of the Retirement Board; and

WHEREAS, the Board of Supervisors, by this resolution, intends to make Government Code section 31522.3 applicable in Mendocino County.


NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby makes Government Code section 31522.3 applicable in the County of Mendocino.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

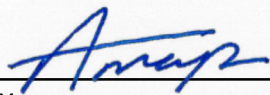
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
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. 25-060**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADOPTING GOVERNMENT CODE SECTION 31522.3 EXEMPTING ASSISTANT ADMINISTRATORS AND CHIEF INVESTMENT OFFICERS APPOINTED BY THE BOARD OF RETIREMENT FROM COUNTY CIVIL SERVICE AND MERIT SYSTEM RULES**

WHEREAS, the Mendocino County Employees Retirement Association (MCERA) operates pursuant to the County Employees Retirement Law of 1937 (CERL) (Government Code §§31450-31899.10) and other applicable laws; and

WHEREAS, Government Code section 31522.1 of the CERL authorizes the Board of Retirement of the Mendocino County Employees Retirement Association (MCERA) to appoint such administrative, technical, and clerical personnel as required to accomplish the necessary work of MCERA; and

WHEREAS, personnel appointed under Government Code section 31522.1 are subject to Mendocino County civil service and merit system rules; and

WHEREAS, Government Code section 31522.2 authorizes the Board of Retirement, if it has appointed personnel under Government Code section 31522.1 to appoint an administrator as a County employee not subject to County civil service and merit system rules, provided that the Board of Supervisors has adopted a resolution making that section applicable in the County of Mendocino; and

WHEREAS, on March 27, 2007, the Board of Supervisors, by resolution, made Government Code section 31522.2 applicable to the County of Mendocino and the Board of Retirement has subsequently appointed personnel to the position of administrator; and

WHEREAS, Government Code section 31522.3 authorizes the Board of Retirement, if it has appointed personnel under Government Code section 31522.1, to appoint assistant administrators and chief investment officers as county employees not subject to County civil service or merit system rules provided that the Board of Supervisors has adopted a resolution making that section applicable in the County of Mendocino; and

WHEREAS, such appointed positions shall be included in the salary ordinance or salary resolution adopted by the Board of Supervisors for compensation of county officers and employees; and

WHEREAS, such appointees shall be directed by, shall serve at the pleasure of, and may be dismissed at the will of the Retirement Board; and

WHEREAS, the Board of Supervisors, by this resolution, intends to make Government Code section 31522.3 applicable in Mendocino County.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby makes Government Code section 31522.3 applicable in the County of Mendocino.



The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

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JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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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

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Deputy



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3v)**

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**To: BOARD OF SUPERVISORS**

**From:** Planning and Building Services

**Meeting Date:** April 8, 2025

**Department Contact:** Julia Krog

**Phone:** 707-234-6650

**Department Contact:** John Burkes

**Phone:** 707-234-6650

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Authorizing the Processing of a Consolidated Emergency Coastal Development Permit and Follow-up Coastal Development Permit, LCP\_2025-0002, by the California Coastal Commission, for The California Department of Transportation (Caltrans) to Construct a Beach Revetment and Associated Infrastructure at the Westport Emergency Landslide Repair on State Route 1

**Recommended Action/Motion:**

Adopt Resolution authorizing the processing of a Consolidated Emergency Coastal Development Permit and Follow-up Coastal Development Permit, LCP\_2025-0002, by the California Coastal Commission, for The California Department of Transportation (Caltrans) to Construct a Beach Revetment and associated infrastructure at the Westport Emergency Landslide Repair on State Route 1; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On December 19, 2016, the Board of Supervisors received an informational report on the issuance of Emergency Coastal Development Permit EM\_2016-0006, which authorized remedial measures to maintain roadway access along State Route 1.

**Summary of Request:**

The Westport landslide is located in Mendocino County near Westport, between postmiles 75.0 and 76.5 on State Route 1. This area has undergone a series of emergency repairs dating back to 2005. This emergency project was initiated under Governor's proclamation 23-3. On March 1, 2023, following a period of heavy rainfall and accelerated coastal erosion, the area began to show severe roadway structure distress, along with distress to the existing Soldier Pile Ground Anchor (SPGA) walls. Work began shortly after the storm event and has been ongoing. The current stress and damage to the facility represents an imminent threat to the public. Work is deemed to be the minimum necessary to maintain State Route 1.

Several nested slides throughout the site have developed, along with additional movement of the larger landslide complex. Work has been ongoing, including installation of a SPGA, roadway profile correction, and geotechnical investigations to help inform the minimum repairs necessary along with potential long-term solutions. Work also entailed developing a structural shore protection analysis to help inform the beach

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**Item #: 3v)**

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revetment portion of this emergency.

In addition to the SPGA walls, two other critical components of work that define the minimum necessary to address the immediate threat to the highway and associated facilities include a coastal rock revetment at the toe of the slope to help minimize coastal erosion and mass wasting on the bluff face, along with a dewatering strategy to reduce hydrostatic load of the landslide. Geotechnical work to inform the short term and long-term dewatering strategy is ongoing, and the rock revetment at the toe of the slope is scheduled to begin in April of 2025. This three-part strategy is deemed to be the minimum necessary to maintain this section of State Route 1.

The portions of the project within the County's jurisdiction include portions of the staging and access roads, portions of the temporary k-rail placement, portions of the revetment as it moves up the bluff face, and portions of the proposed mitigation site at Westport Union Landing.

The project area includes lands within the jurisdiction of both the County of Mendocino and the California Coastal Commission. California Public Resources Code Section 30601.3 allows the processing of a Consolidated Emergency Coastal Development Permit and follow-up Coastal Development Permit when the local government and Coastal Commission both consent to the consolidation, provided public participation is not substantially impaired. In this case, the processing of a Consolidated Coastal Development Permit would eventually require that the Coastal Commission hold a public hearing, which would afford the same degree of public participation as the hearing procedures in Mendocino County.

**Alternative Action/Motion:**

Do not adopt the resolution and require the processing of an Emergency Coastal Development Permit and follow-up Coastal Development Permit by the County.

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

**Supervisory District:** District 4

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** 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: **Adopted**

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**Item #: 3v)**

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Date: April 9, 2025

Executed Item Type: Resolution  
Number: 25-061



## **RESOLUTION NO. 25-061**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PROCESSING OF A CONSOLIDATED EMERGENCY COASTAL DEVELOPMENT PERMIT AND FOLLOW-UP COASTAL DEVELOPMENT PERMIT BY THE CALIFORNIA COASTAL COMMISSION FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A BEACH REVETMENT AND ASSOCIATED INFRASTRUCTURE AT THE WESTPORT EMERGENCY LANDSLIDE REPAIR ON STATE ROUTE 1**

WHEREAS, the Coastal Act was amended by Senate Bill 1843 effective January 1, 2007, which allows for the California Coastal Commission to process and act upon a consolidated Coastal Development Permit application for projects in which the Coastal Development Permit authority is shared by a local government and the California Coastal Commission; and

WHEREAS, SB 1843 requires that the applicant, the local government, and the California Coastal Commission agree to the consolidation; and

WHEREAS, the proposed project, LCP\_2025-0002, is to construct a coastal rock revetment at the toe of the slope to help minimize coastal erosion and mass wasting on the bluff face below State Route 1, between postmiles 75.0 and 76.5 near Westport, to address the immediate threat to State Route 1 and associated facilities (the "Project"), and the Project includes areas within both the County's Coastal jurisdiction and that of the Coastal Commission; and

WHEREAS, pursuant to Public Resources Code Section 30601.3, added by SB 1843, consolidation may only proceed where public participation is not substantially impaired by the consolidation; and

WHEREAS, public participation will not be substantially impaired because the California Coastal Commission will hold a public hearing, which may be attended by all interested parties (by either being present virtually or in-person during a properly noticed California Coastal Commission meeting or by timely submitting comments in advance of a meeting) and the consolidation of the permit process will allow for the Project to be evaluated in its entirety.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors authorizes the California Coastal Commission to accept and process a consolidated Coastal Development Permit application for the California Department of Transportation for the Project at the Westport Emergency Landslide area on State Route 1, finding that pursuant to Public Resources Code Section 30601.3, consolidation for the Project is appropriate as public participation will not be substantially impaired by the consolidation.

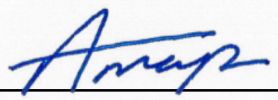


The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 2025, by the following vote:

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

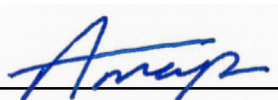
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
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



# COUNTY OF MENDOCINO

## DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482

120 WEST FIR 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.gov](mailto:pbs@mendocinocounty.gov)

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

## MEMORANDUM

**DATE:** APRIL 8, 2025

**TO:** HONORABLE BOARD OF SUPERVISORS

**FROM:** JULIA KROG, DIRECTOR

**SUBJECT:** LCP\_2025-0002 CONSOLIDATED EMERGENCY COASTAL DEVELOPMENT PERMIT AND FOLLOW-UP COASTAL DEVELOPMENT PERMIT REQUEST FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A BEACH REVETMENT AND ASSOCIATED INFRASTRUCTURE AT THE WESTPORT EMERGENCY LANDSLIDE REPAIR ON STATE ROUTE 1

### SUMMARY OF PROJECT

The California Department of Transportation (Caltrans) requests the processing of a Consolidated Emergency Coastal Development Permit and follow-up Coastal Development Permit to construct a beach revetment and associated infrastructure at the Westport emergency landslide near Westport between postmiles 75.0 and 76.5 on State Route 1. This area has undergone a series of emergency repairs dating back to 2005. This emergency project was initiated under Governor's proclamation 23-3. On March 1, 2023, following a period of heavy rainfall and accelerated coastal erosion, the area began to show severe roadway structure distress, along with distress to the existing Soldier Pile Ground Anchor (SPGA) walls. Work began shortly after the storm event and has been ongoing. The current stress and damage to the facility represents an imminent threat to the public. Work is deemed to be the minimum necessary to maintain State Route 1.

Several nested slides throughout the site have developed, along with additional movement of the larger landslide complex. Work has been ongoing, including installation of a SPGA, roadway profile correction, and geotechnical investigations to help inform the minimum repairs necessary along with potential long-term solutions. Work also entailed developing a structural shore protection analysis to help inform the beach revetment portion of this emergency.

In addition to the SPGA walls, two other critical components of work that define the minimum necessary to address the immediate threat to the highway and associated facilities include a coastal rock revetment at the toe of the slope to help minimize coastal erosion and mass wasting on the bluff face, along with a dewatering strategy to reduce hydrostatic load of the landslide. Geotechnical work to inform the short term and long-term dewatering strategy is ongoing, and the rock revetment at the toe of the slope is scheduled to begin in April of 2025. This three-part strategy is deemed to be the minimum necessary to maintain this section of State Route 1.

The portions of the project within the County's jurisdiction include portions of the staging and access roads, portions of the temporary k-rail placement, portions of the revetment as it moves up the bluff face, and portions of the proposed mitigation site at Westport Union Landing.

The project area includes lands within the jurisdiction of both the County of Mendocino and the California Coastal Commission. California Public Resources Code Section 30601.3 allows the processing of a Consolidated Emergency Coastal Development Permit and follow-up Coastal Development Permit when the local government and Coastal Commission both consent to the consolidation, provided public participation is not substantially impaired. In this case, the processing of a Consolidated Coastal Development Permit would eventually require that the Coastal Commission hold a public hearing, which would afford the same degree of public participation as the hearing procedures in Mendocino County. In

this case, the processing of a Consolidated Coastal Development Permit would eventually require that the Coastal Commission hold a public hearing, which would afford the same degree of public participation as the Coastal Development Permit hearing procedures in Mendocino County. Both the Coastal Commission and the County offer in-person and virtual participation options for public hearings.

The consolidation requested by Caltrans would allow for streamlined processing of this project. The alternative would be the processing of multiple Coastal Development Permits by multiple jurisdictions, which would not allow analysis of the project as a whole. By authorizing the consolidation, the Board would allow the California Coastal Commission to process a Coastal Development Permit for the entirety of the proposed improvements address the Westport landslide complex. Otherwise, a separate Coastal Development would be processed by both the California Coastal Commission and the County for the improvements within each jurisdiction.

### **RECOMMENDATION**

Adopt the resolution authorizing the processing of a Consolidated Emergency Coastal Development Permit and Follow-up Coastal Development Permit, LCP\_2025-0002, by the California Coastal Commission, for The California Department of Transportation (Caltrans) to Construct a Beach Revetment and associated infrastructure at the Westport Emergency Landslide Repair; and authorize Chair to sign same.

### **ATTACHMENTS:**

- 1) Resolution for Adoption
- 2) Project Application, Description, Plans, and Maps

## **RESOLUTION NO. 25-061**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PROCESSING OF A CONSOLIDATED EMERGENCY COASTAL DEVELOPMENT PERMIT AND FOLLOW-UP COASTAL DEVELOPMENT PERMIT BY THE CALIFORNIA COASTAL COMMISSION FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A BEACH REVETMENT AND ASSOCIATED INFRASTRUCTURE AT THE WESTPORT EMERGENCY LANDSLIDE REPAIR ON STATE ROUTE 1**

WHEREAS, the Coastal Act was amended by Senate Bill 1843 effective January 1, 2007, which allows for the California Coastal Commission to process and act upon a consolidated Coastal Development Permit application for projects in which the Coastal Development Permit authority is shared by a local government and the California Coastal Commission; and

WHEREAS, SB 1843 requires that the applicant, the local government, and the California Coastal Commission agree to the consolidation; and

WHEREAS, the proposed project, LCP\_2025-0002, is to construct a coastal rock revetment at the toe of the slope to help minimize coastal erosion and mass wasting on the bluff face below State Route 1, between postmiles 75.0 and 76.5 near Westport, to address the immediate threat to State Route 1 and associated facilities (the "Project"), and the Project includes areas within both the County's Coastal jurisdiction and that of the Coastal Commission; and

WHEREAS, pursuant to Public Resources Code Section 30601.3, added by SB 1843, consolidation may only proceed where public participation is not substantially impaired by the consolidation; and

WHEREAS, public participation will not be substantially impaired because the California Coastal Commission will hold a public hearing, which may be attended by all interested parties (by either being present virtually or in-person during a properly noticed California Coastal Commission meeting or by timely submitting comments in advance of a meeting) and the consolidation of the permit process will allow for the Project to be evaluated in its entirety.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors authorizes the California Coastal Commission to accept and process a consolidated Coastal Development Permit application for the California Department of Transportation for the Project at the Westport Emergency Landslide area on State Route 1, finding that pursuant to Public Resources Code Section 30601.3, consolidation for the Project is appropriate as public participation will not be substantially impaired by the consolidation.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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



<b>COUNTY OF MENDOCINO</b> <b>DEPT. OF PLANNING &amp; BUILDING SERVICES</b>  <b>120 WEST FIR STREET</b> <b>FORT BRAGG, CA 95437</b> <b>Telephone: (707)-964-5379</b>		Case No(s) <u>LCP 2025-0002</u> Date Filed <u>3/18/2025</u> Fee \$ _____ Receipt No. _____ Received by <u>Julia Krog</u>  <div style="text-align: center;"><b>Office Use Only</b></div>
<b>LCP CONSISTENCY REVIEW APPLICATION FORM</b>		
Name of Applicant California Department of Transportation	Name of Owner(s) California Department of Transportation	Name of Agent Dominic Vitali
Mailing Address 1656 Union Street Eureka, CA 95501	Mailing Address 1656 Union Street Eureka, CA 95501	Mailing Address
Telephone Number (707)572-0948	Telephone Number	Telephone Number
<p><b>Project Description:</b>          The Westport landslide is located in Mendocino County near Westport between Postmiles (PM) 75.0 and 76.5 on State Route 1. This area has undergone a series of emergency repairs dating back to 2005. Work under this current emergency was initiated under Governor's Proclamation 23-3. In March of 2023, District 1 experienced widespread damage due to a series of severe winter storms, and the area began to show severe roadway structure distress, along with accelerated coastal erosion.</p> <p>Several nested slides throughout the site have developed, along with additional movement of the larger landslide complex. Work has been ongoing, including installation of Solder Pile Ground Anchor Walls (SPGA), roadway profile correction, and geotechnical investigations to help inform the minimum repairs necessary along with potential long-term solutions. Work also entailed developing a structural shore protection analysis to help inform the beach revetment portion of this emergency.</p> <p>In addition to the SPGA walls, two other critical components of work that define the minimum necessary to address the immediate threat to the highway and associated facilities include a coastal rock revetment at the toe of the slope to help minimize coastal erosion and mass wasting on the bluff face below the highway. Geotechnical work to inform the dewatering strategy is ongoing, and the rock revetment at the toe of the slope is scheduled to begin in April of 2025. This would provide further stability to the ground anchor walls that have already been installed along Highway 1 between Post Miles (PM) 75.8 to 76 to stabilize the roadway.</p>		
<p><b>Driving Directions</b></p> <p>The site is located on the <u>West</u> (N/S/E/W) side of <u>State Route 1</u> (name road)</p> <p>approximately <u>between PM 75.0 to 76.5</u> (feet/miles) _____ (N/S/E/W) of its intersection with</p> <p><u>Road to Blues Beach at Chadbourne Gulch off of State Route 1</u> (provide nearest major intersection).</p>		
<p><b>Assessor's Parcel Number(s)</b></p> <p>015-010-31-00; 015-010-33-00</p>		
<p><b>Parcel Size</b></p> <p>015-010-31-00: 70.32          015-010-33-00: 31.20</p> <p style="text-align: right;"> <input type="checkbox"/> Square Feet  <input checked="" type="checkbox"/> Acres       </p>	<p><b>Street Address of Project</b></p> <p style="text-align: center;">N/A</p> <p><b>Please note:</b> Before submittal, please verify correct street address with the Planning Division in Ukiah.</p>	

**DEPARTMENT OF TRANSPORTATION**

NORTH REGION ENVIRONMENTAL

1656 UNION STREET

EUREKA, CA 95501

(707) 498-4070

[www.dot.ca.gov](http://www.dot.ca.gov)

TTY 711

*Making Conservation  
a California Way of Life.*

March 18, 2025

Mendocino County Department of Planning and Building Services

Ms. Julia Krog, Director

860 N Bush Street

Ukiah, CA 95482

Dear Ms. Krog:

The California Department of Transportation (Caltrans) is proposing to construct a beach revetment on two parcels (015-010-31-00, 015-010-33-00) that encompass State Route 1 and the coastal bluff and beach to the west of the highway between Post Miles 75.0 to 76.5 in Mendocino County (Westport Emergency Landslide Repair, EA: 01-0N440). The highway and adjacent vicinity have undergone a series of emergency repairs after widespread damage occurred due to winter storms in 2023 and 2024, which caused severe roadway structure distress along State Route 1 from the area known as the Westport Landslide. Work has been ongoing to address the immediate threat to the highway and associated facilities and has included installation of Soldier Pile Ground Anchor Walls (SPGA), roadway profile correction, and geotechnical investigations that will inform a dewatering strategy intended to remove excessive groundwater from the global slide. Additionally, Caltrans is proposing to construct a coastal rock revetment at the toe of the coastal bluff along the area known as Blues Beach to minimize coastal erosion and mass wasting at the base of the slide.

Caltrans has been coordinating closely with California Coastal Commission staff to identify the steps necessary to ensure consistency with the policies and requirements of the California Coastal Act. Due to the imminent threat to the roadway from the unexpected storm events, immediate action is required to prevent or mitigate loss or damage to the highway from continued movement of the Westport Landslide. Caltrans has submitted an emergency Coastal Development Permit to the California Coastal Commission.

The County of Mendocino and the California Coastal Commission have determined that the project location is partially within the Coastal Commission's retained permit jurisdiction and partially within Mendocino County's Local Coastal Plan jurisdiction. On this basis, the County

*"Provide a safe and reliable transportation network that serves all people and respects the environment"***California Department of Transportation — North Region Environmental**

District 1	District 2	District 3
1656 Union Street, Eureka, CA 95501	1657 Riverside Drive, Redding, CA 96001 (DO) 1031 Butte Street, Redding, CA 96001 (W. Venture)	703 B Street, Marysville, CA 95901

and Commission staff have concluded that the proposed project is eligible for a consolidated CDP pursuant to Public Resources Code Section 30601.3.

With this submittal, Caltrans requests agreement from Mendocino County for the Coastal Commission to process a consolidated CDP application for the proposed project.

The following items are enclosed for your review:

- LCP Consistency Review Application Form
- Project Description with a map of the project vicinity and preliminary site plan.
- Coastal Commission Jurisdictional Boundary Determination

A check in the amount of \$2,824.00 is being mailed separately to your department from Caltrans Accounting Division in Sacramento.

We appreciate your assistance in processing this request and scheduling it for the earliest available hearing of the County Board of Supervisors. If you have any questions or need additional information, please contact me at (707) 498-4071 or [gillian.levy@dot.ca.gov](mailto:gillian.levy@dot.ca.gov).

Sincerely,

Gillian Levy  
Environmental Scientist

copy: Sean Drake, Legislative Manager, Coastal Commission  
Melissa Kraemer, North Coast District Manager, Coastal Commission  
Peter Allen, Statewide Transportation Program Manager, Coastal Commission

*"Provide a safe and reliable transportation network that serves all people and respects the environment"*

**California Department of Transportation — North Region Environmental**

**District 1**  
1656 Union Street, Eureka, CA 95501

**District 2**  
1657 Riverside Drive, Redding, CA 96001 (DO)  
1031 Butte Street, Redding, CA 96001 (W. Venture)

**District 3**  
703 B Street, Marysville, CA 95901

**March 2025**

***Emergency Westport Landslide Repair, EA: 01-0N440***

**Nature and Cause of Emergency**

The Westport landslide is located in Mendocino County near Westport CA, between Postmiles 75.0 and 76.5 on State Route 1 (Attachment 1). This area has undergone a series of emergency repairs dating back to 2005. This emergency project was initiated under Governor's proclamation 23-3. On March 1, 2023, following a period of heavy rainfall and accelerated coastal erosion, the area began to show severe roadway structure distress, along with distress to the existing SPGA walls. Work began shortly after the storm event and has been ongoing. The current stress and damage to the facility represents an imminent threat to the public. Work is deemed to be the minimum necessary to maintain State Route 1. This project is needed to prevent or mitigate the loss or impairment of life, health, property and essential public services.

**Emergency Development**

Several nested slides throughout the site have developed, along with additional movement of the larger landslide complex. Work has been ongoing, including installation of additional Soldier Pile Ground Anchor Walls (SPGA), roadway profile correction, and geotechnical investigations to help inform the minimum repairs necessary along with potential long-term solutions. Work also entailed developing a structural shore protection analysis to help inform the beach revetment portion of this emergency.

In addition to the SPGA walls, two other critical components of work that define the minimum necessary to address the immediate threat to the highway and associated facilities include a coastal rock revetment at the toe of the slope to help minimize coastal erosion and mass wasting on the bluff face, along with a dewatering strategy to reduce hydrostatic load of the landslide. Geotechnical work to inform the short term and long-term dewatering strategy is ongoing, and the rock revetment at the toe of the slope is scheduled to begin in April of 2025. This three-part strategy is deemed to be the minimum necessary to maintain this section of State Route 1.

**Construction Scenario**

**Staging and Access Roads**

The beach below the existing Blues Beach parking lot will be used as a staging and truck turnaround area. This will allow highway trucks to safely deliver boulders and exit the project area efficiently. Once the boulders are delivered, trucks working on the beach will take those boulders and bring them to the revetment area. Large boulders may be stockpiled west of the turnaround area depending on the pace of the delivery vs placement at the revetment site.

The staging area will be built by first bordering the outer boundary with 4 ft. - 8ft. Diameter rock (the same used for the revetment), then excavated sand and rock from the revetment footprint will be transported to the turnaround area and used as native, temporary fill to create a grade that is similar in elevation to the existing parking lot. Coconut straw mats will be laid over existing vegetation within the turnaround area prior to being buried, to preserve the seed bank in

those areas and help restore once fill material is removed. The turnaround area will be capped with an asphalt aggregate base that can support the large highway trucks. If possible, Caltrans will attempt to re-use the historic asphalt base from a portion of the decommissioned road at the Union-Landing State Beach (see mitigation measures for additional info). There are two streams adjacent and within the turnaround area. Chadbourne Gulch exists to the south and is not anticipated to be impacted from construction of the turnaround area but will be monitored throughout the duration of the project. The second drainage is an unnamed intermittent drainage that will be culverted underneath the turnaround area in its current flow pattern with a 24-inch diameter culvert. Lastly, a 30' wide rock hauling road will be used as a transition from the turnaround area to the beach. The rock hauling road will span from the northern side of the turnaround area, along the toe of the slope, to the northern end of the revetment.

### **Temporary K-Rail Placement**

A temporary k-rail will be installed adjacent to the coastal bluff on the north side of the staging area to protect identified sensitive resources.

### **Revetment Installation**

The current plan is to stack rock on the existing slope such that the final revetment placement mimics the existing bluff face contours in a 2:1 ratio. Construction of the revetment will occur in two phases. Phase 1 will build incrementally from South to North from bedrock elevation to elevation 15' or 20' Mean Sea Level (MSL), for the entire revetment length. The windrow of sand dug to expose the bedrock would only be long enough for the portion of revetment that can be built in one shift. Sand would be side cast on the beach and windrowed oceanside of the proposed revetment. Then, rock would be immediately placed on the bedrock and in the excavated/windrow area such that the excavation would be filled from the ocean side back to the existing slope in the same shift.

Once Phase 1 is completed, Phase 2 will construct the revetment from the Phase 1 elevation to the final elevation of 43 MSL. Once above the mean high tide, a working bench will be established that will allow for access to the project site above the tides. The total length of the revetment will span approximately 1,995 feet and will cover approximately 2.3 acres of the beach. The current condition of the existing beach through the northern half of the revetment area is primarily residual cobbles and rocks from landslide debris.

### **Timing of Work**

This emergency project has been ongoing and the revetment is one component of three arms of this project to further protect the roadway from failure. Construction is anticipated to begin April 15, 2025, and will require an estimated 306 working days. The tentative schedule does not account for excessive weather delays or other unanticipated conditions that may prevent access to the revetment and the associated construction. Construction is anticipated to conclude by October 15, 2026.



## **Avoidance, Minimization and Mitigation Measures**

- A qualified Contractor Supplied Biologist (CSB) will monitor all active construction activities directed.
- A qualified Contractor Supplied Tribal and Archaeological Monitor will be onsite for all construction activities as directed.
- Installation of k-rail barrier to prevent access to environmentally sensitive areas.
- Implementation of Caltrans Standard Best Management Practices (BMP's) and Storm Water Pollution Prevention Plan (SWPPP).
- Avoid impacts to Chadbourne Gulch and its riparian area to the maximum extent practicable and maintain access as a migratory stream for anadromous fish.
- After construction, remove all temporary impacts and restore to their pre-project contours.
- Maintain public access to Blues Beach to the maximum extent practicable.
- Mitigate for temporary and permanent impacts to Blues Beach due to coastal rock revetment construction. The current proposed mitigation is to restore coastal bluffs within the Westport-Union Landing State Beach by removing approximately 4.3 acres or 6,230 feet of decommissioned asphalt road (figure 4, Attachment 3 Photos). Work would also include a revegetation effort, and coastal trail improvements.
- Other measures may be incorporated throughout project construction as adaptive management strategies.

## **Alternatives Analysis**

A formal Alternatives Analysis is not required under CEQA Cal. Code Tit. 14 15269 or NEPA 23 U.S.C. 125 for this emergency project, however many alternatives have been considered for the Westport Landslide. A Permanent Restoration Project (EA 01-0B480) was programmed in 2011 and the alternatives evaluated included a tunnel, inland full retreat, viaduct(s), drainage wells, and a partial retreat. In 2015, the alternatives of the Permanent Restoration Project were determined to be infeasible in coordination with Federal Highways Administration (FHWA), and the project was de-obligated. Another permanent Restoration Project was programmed in 2016 (EA 01-0G421) that involved further geotechnical exploration, but due to the substantial damage and loss of roadway during the 2016/2017, winter emergency opening repairs began immediately, and emergency repairs have been ongoing. Another permanent restoration project was programmed in Spring of 2023 01-0M290 that included a slope dewatering system, RSP revetment and two additional SPGA walls but that was canceled due to the extent of sustained damage from the storms associated with Governors Proclamation 23-3.

A coastal revetment is the minimum necessary to mitigate and protect the site from further coastal erosion given that coastal erosion and coastal retreat are one of multiple issues impacting this site. Due to the measured depths(s) of the intermediate failure surface of the global landslide and landslide activity below the highway, alternatives such as stabilization of the upper bluff is not feasible. Constructing structures on the eroding coastal bluff outboard of the existing SPGA walls is not feasible given the difficult access, slope instability due to global and nested landslide movement, and concerns over worker safety.

Initial calculations of beach revetment included approximately 3-4 acres of rock placement; however, this number is being reduced to the maximum extent possible, currently estimated to be approximately 2.33 acres. Analysis into further reducing the beach footprint is ongoing pending constructability and worker safety considerations. The proposed revetment was developed after a study of multiple alternatives developed by a collaborative partnership between Caltrans and the Michael Baker International (MBI) team. Various shore protection alternatives were assessed such as seawalls and Dolos-based revetments. A seawall design was ruled out for this site because the landslide push would topple any potential seawall design. The self-locking characteristics of concrete Dolos blocks restrict the flexibility necessary for the revetment to sufficiently adjust shape and move seaward in response to landslide push. Therefore, rock revetments are the shore protection structure best suited to the constraints and demands of the Emergency Westport Landslide Repair Project. Three separate rock revetment alternatives of various lengths and slopes were studied using wave refraction/diffraction total water level modeling and Vortex-Lattice scour modeling.

### **FESA / Biological Compliance**

Anticipated No Effect on NMFS and USFWS regulated species, however will employ a biological monitor to any potential impacts to Chadbourne Gulch and Marine Mammals. Caltrans met with NMFS, Elena Meza, on 12/30/24 to discuss potential after the-fact-consultation in the unlikely event the project encounters salmonids within Chadbourne Gulch

No state listed species or species of special concern are anticipated to be impacted, however in the unlikely event the project encounters these species, CDFW will be promptly notified and adaptive management strategies will be employed.

### **Section 106 Compliance**

Caltrans District 1 has notified the State Historic Preservation Officer (SHPO) of the intent to use the Emergency Procedures under Stipulation XVI of the *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, the United States Army Corps of Engineers' Sacramento District, San Francisco District, and Los Angeles District, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, As It Pertains to the Administration of the Federal-Aid Highway Program in California* (2024 Section 106 PA) for emergency opening work on SR 1 in Mendocino County at PM 75.0-76.5. SHPO acknowledged the notification of use of Emergency Procedures on March 5, 2024.

## Attachment 1. Vicinity map

### EA 01-0N440 Emergency Westport Landslide Repair



Figure 1. Westport Landslide vicinity map, Westport CA, Mendocino County



Attachment 2. Site Plan





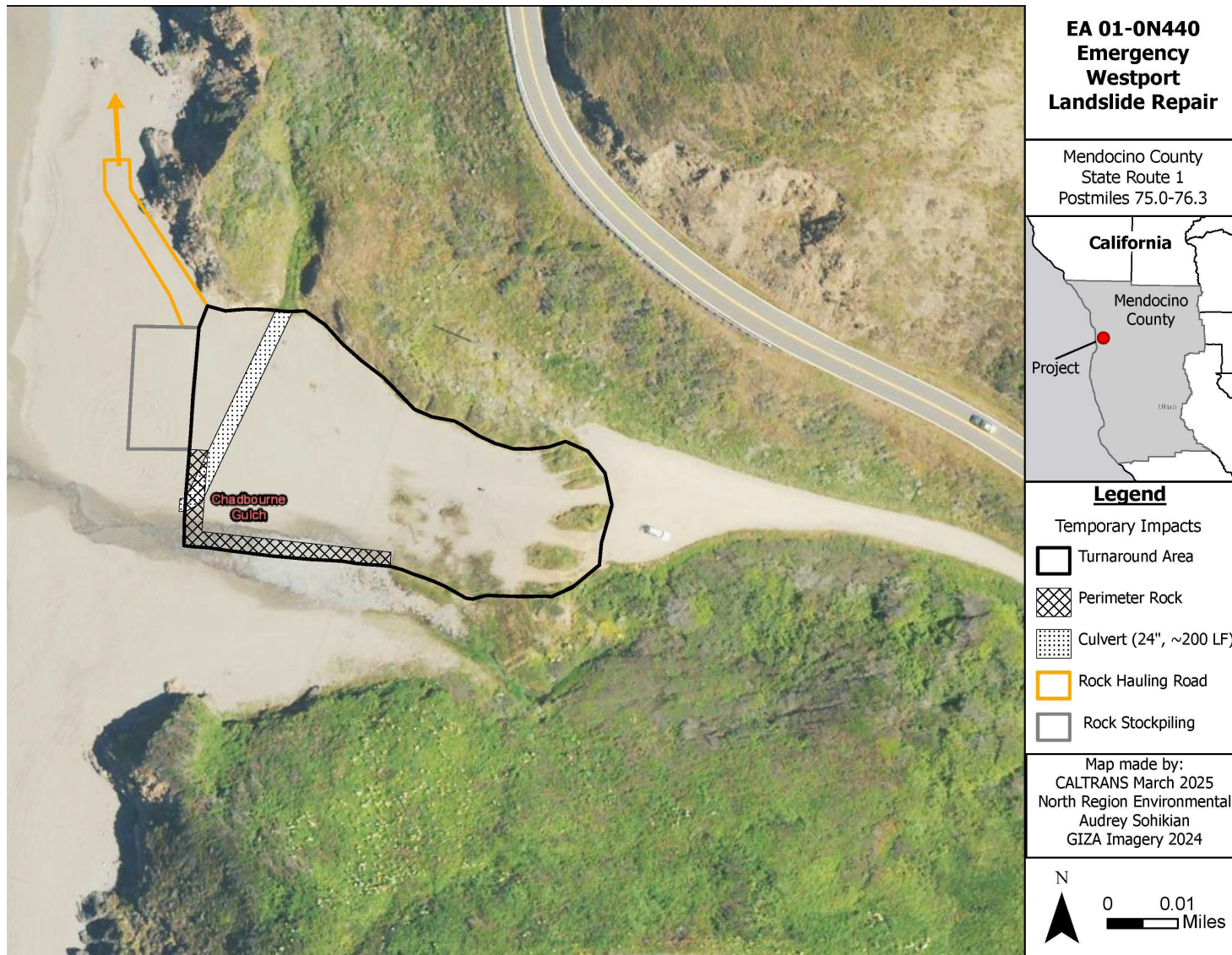


Figure 3. Turnaround area



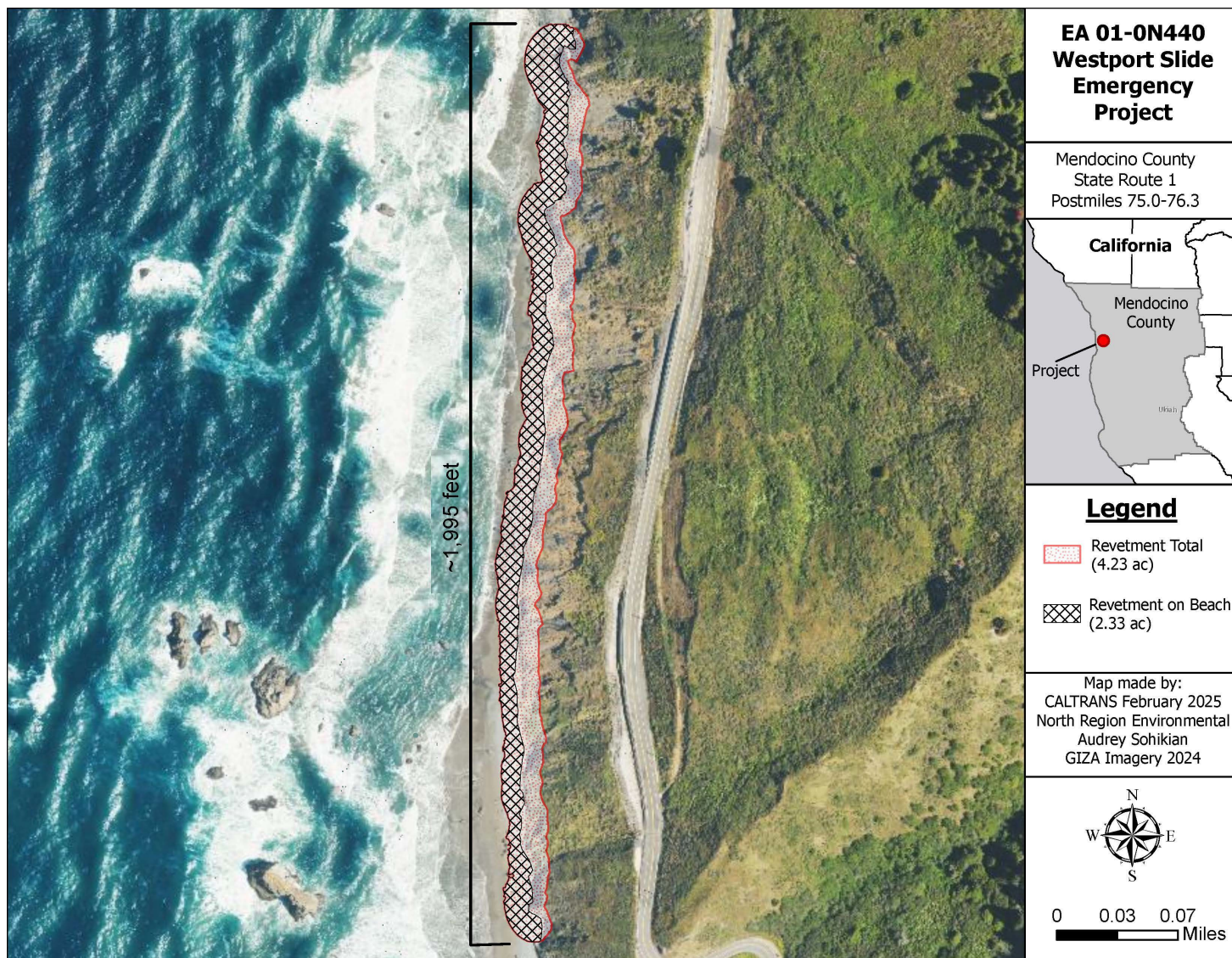


Figure 4. Revetment





Figure 5. Temporary K-rail placement to protect environmentally sensitive areas.

### Attachment 3. Photographs



*Photo taken 10.24.24*





*Photo taken 2-26-25*





*Photo taken 3/5/25 showing stress cracks in newly installed whaler*





*Drone photos of Westport Slide*



## North West Elevation

☉ 143°SE (T) ☉ 39.615807°N, 123.782711°W ±13ft ▲ -11ft



*Toe of slope at Blues Beach*



## Attachment 4. Proposed Mitigation Site

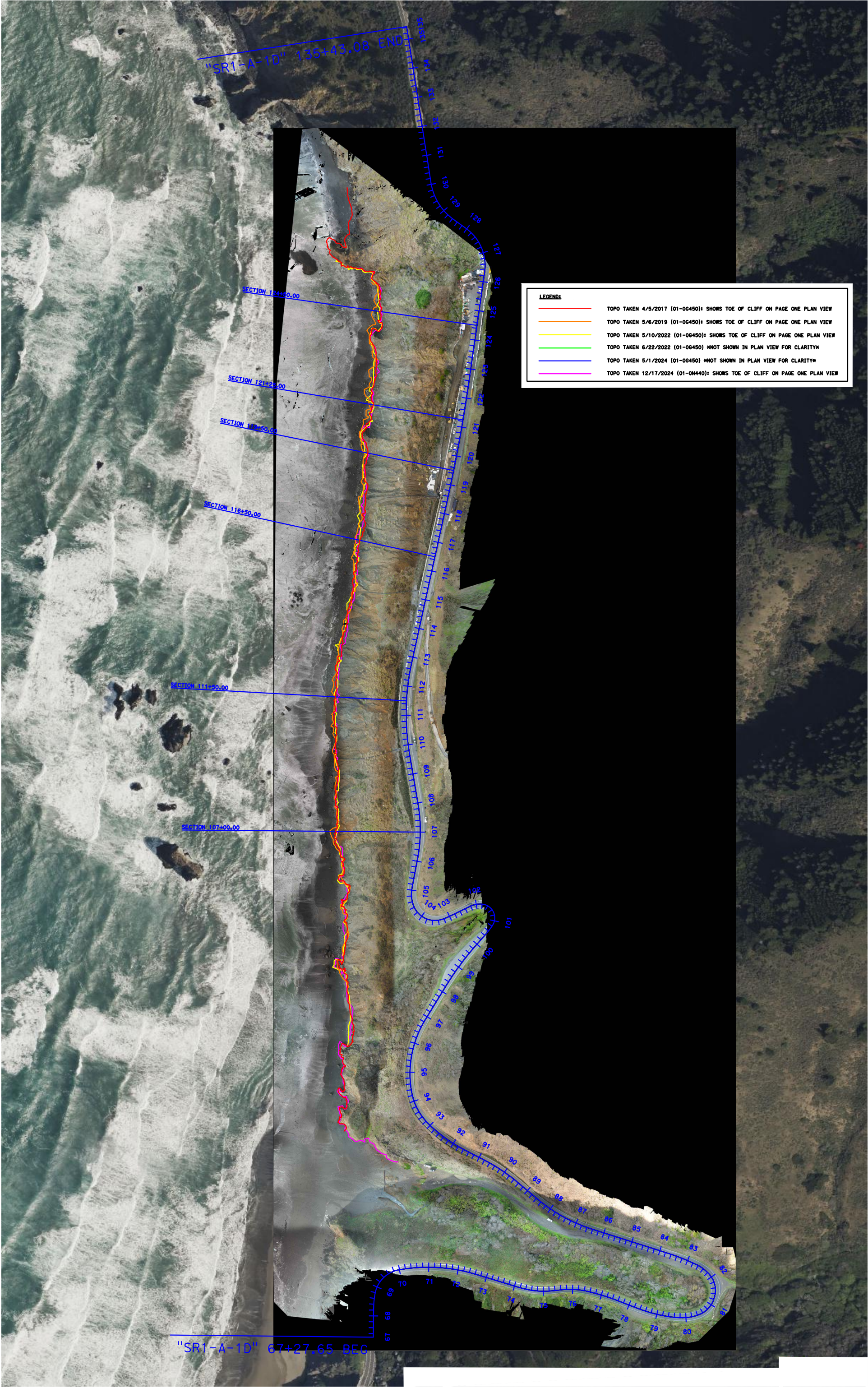
### Westport Union Landing Road Removal







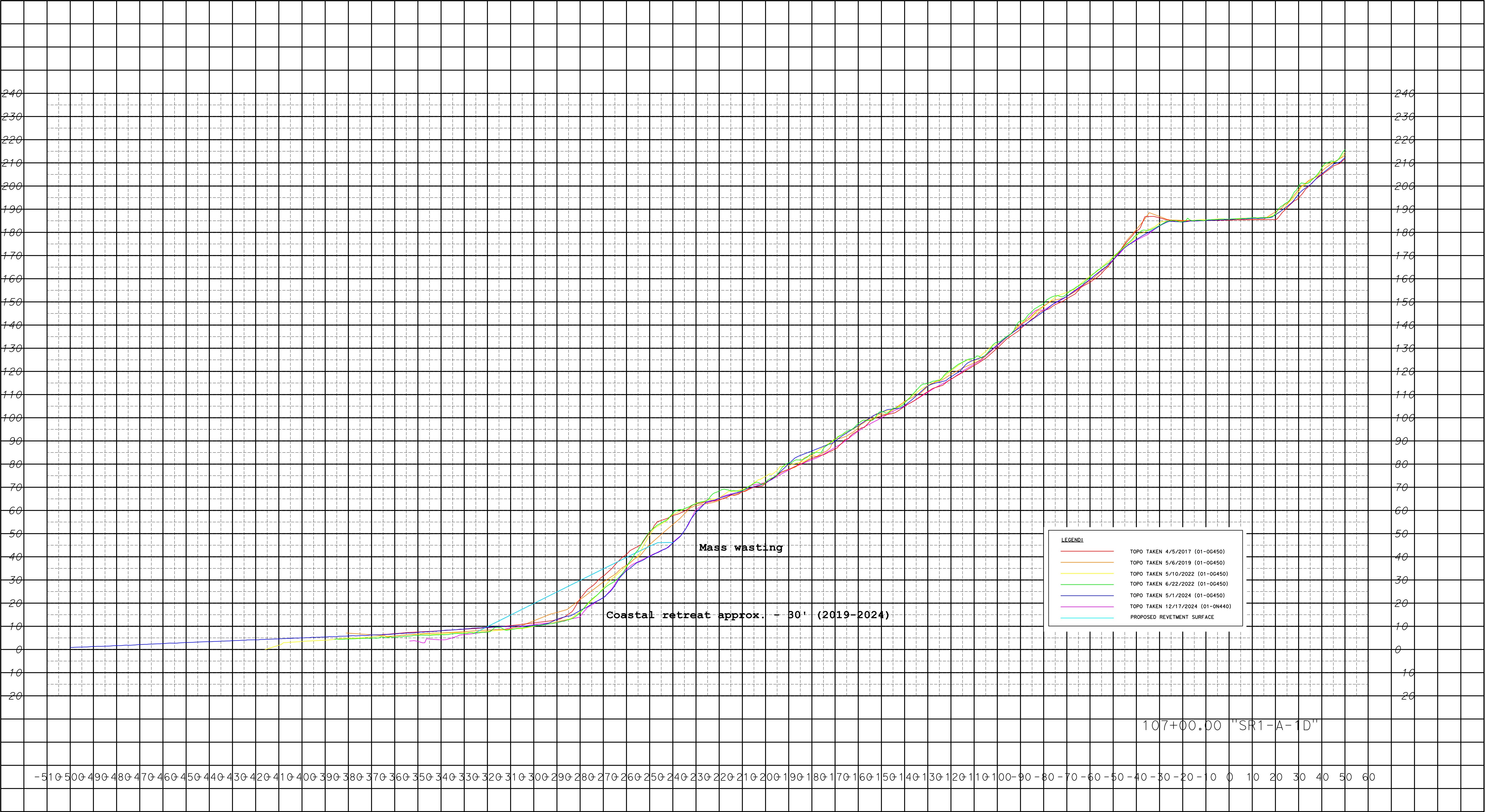






# DESIGN STUDY ONLY

All Dimensions are U.S. Survey Feet



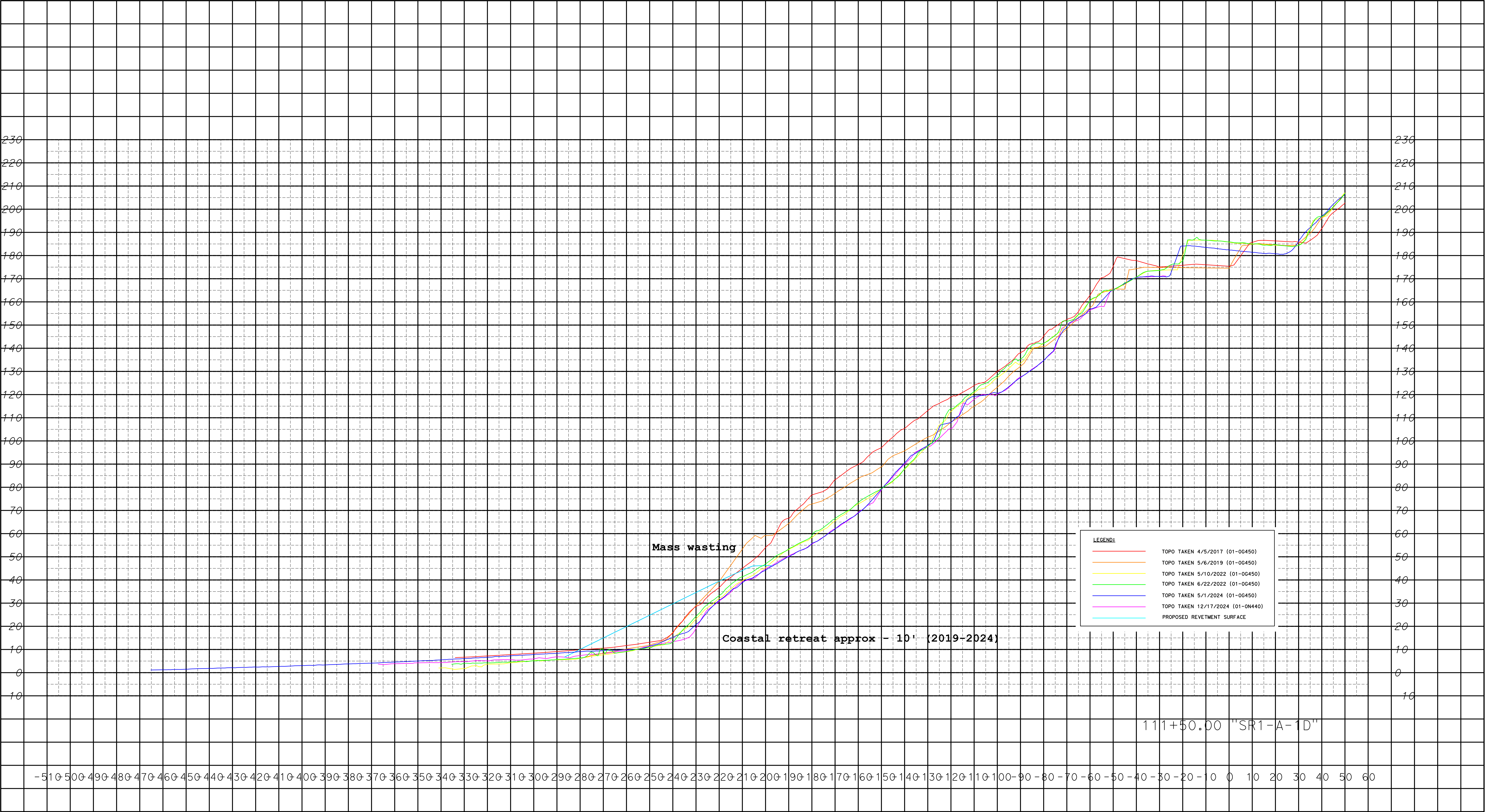
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1" = 20' Vert  
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PLOTTED DATE: 02/27/2025

CONTRACT: 01-0N440  
DIST/CO/ROUTE/PM: 01/MEN/RT 1/-----  
PROJECT ID: 0124000037

**CROSS SECTIONS**  
**"SR1-A-1D" LINE**  
5 OF 58

# DESIGN STUDY ONLY

All Dimensions are U.S. Survey Feet



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1" = 20' Vert  
CREATED BY: s160081  
PLOTTED DATE: 02/27/2025

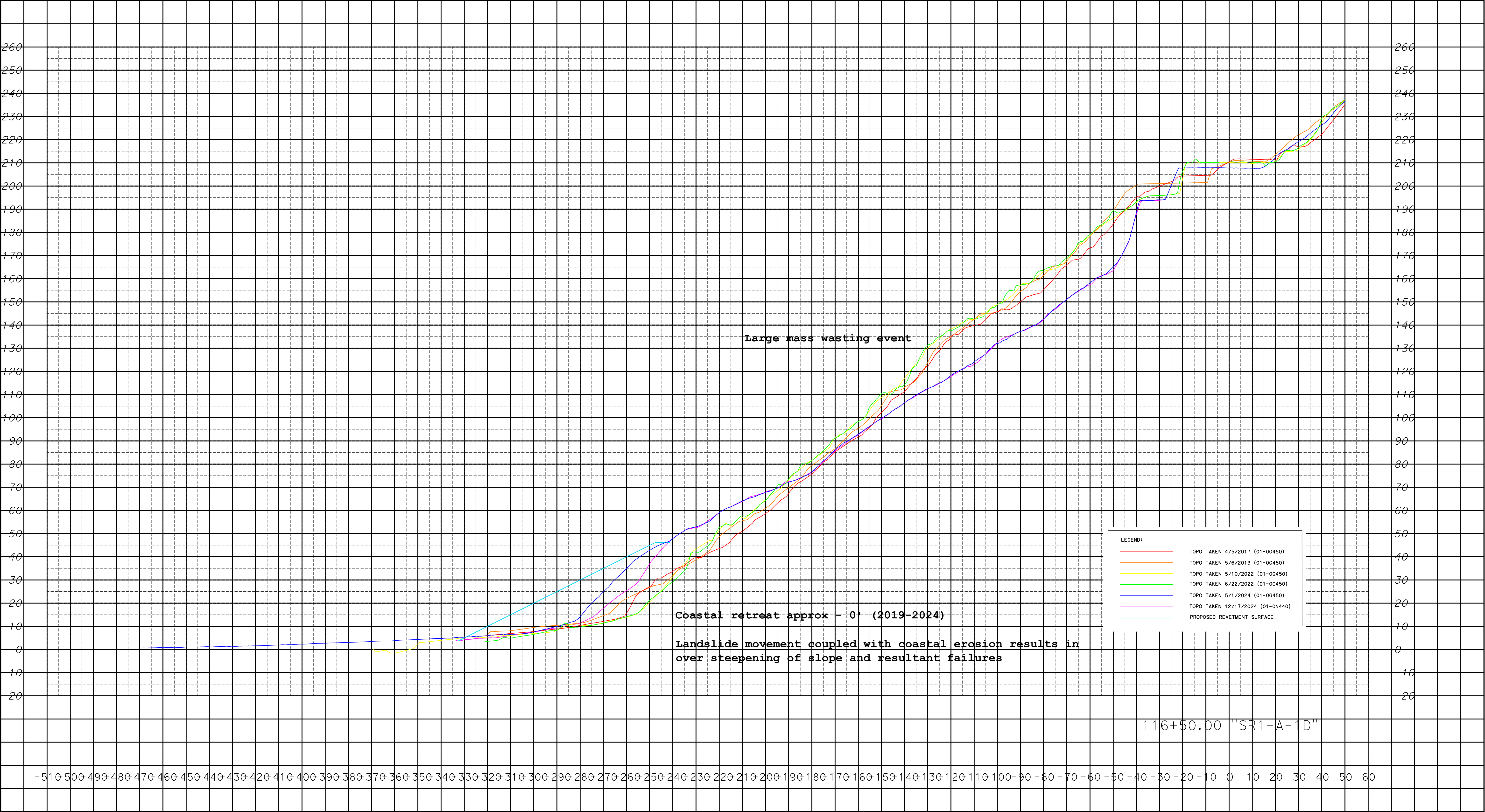
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PROJECT ID: 0124000037

**CROSS SECTIONS**  
**"SR1-A-1D" LINE**  
20 OF 58

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# DESIGN STUDY ONLY

All Dimensions are U.S. Survey Feet



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1" = 20' Vert  
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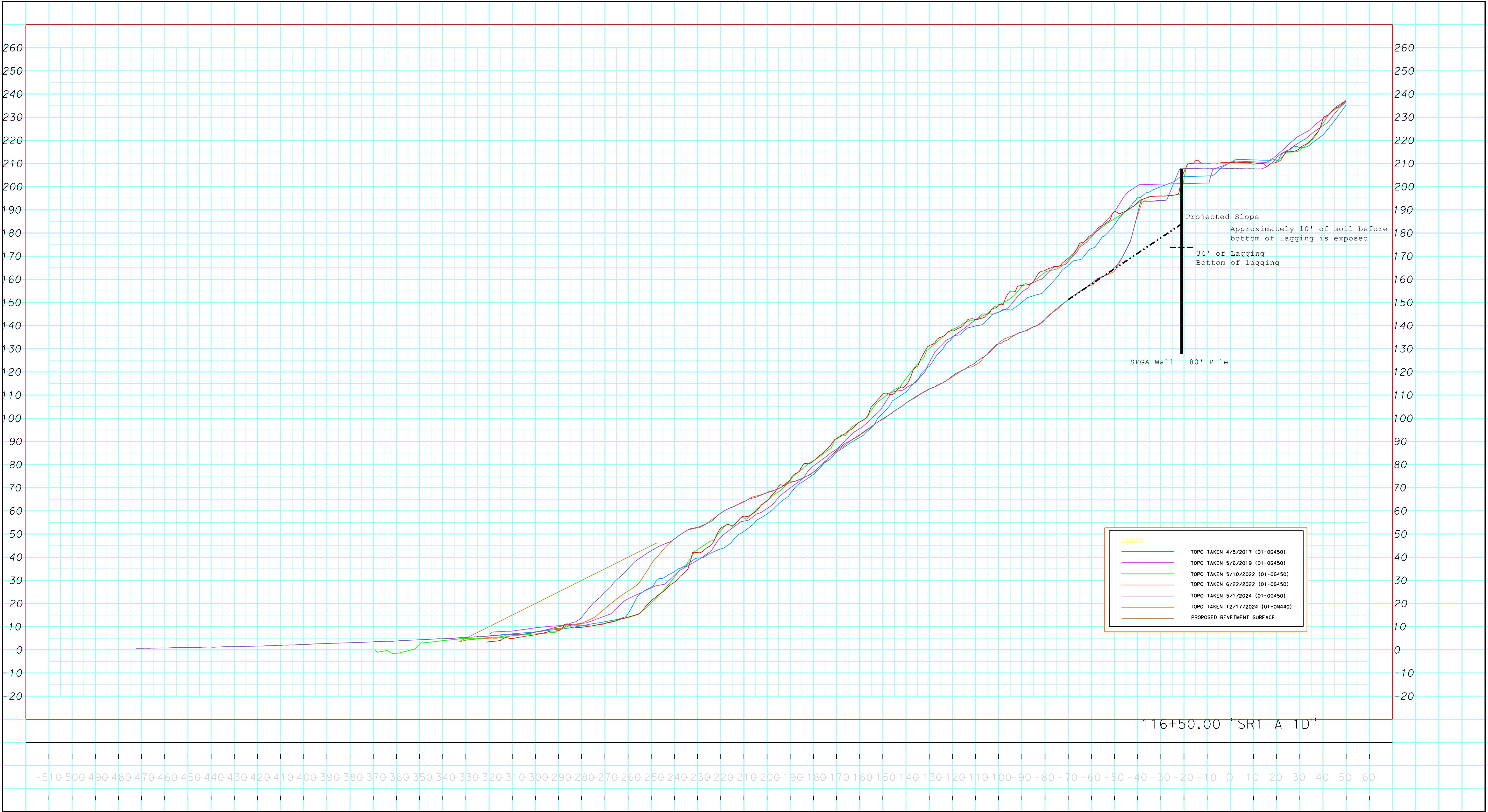
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# DESIGN STUDY ONLY

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CREATED BY: s160081

02/27/2025

CONTRACT: 01-ON440

DIST/CO/ROUTE/PM: 01/MEN/RT 1/----

PROJECT ID: 0124000037

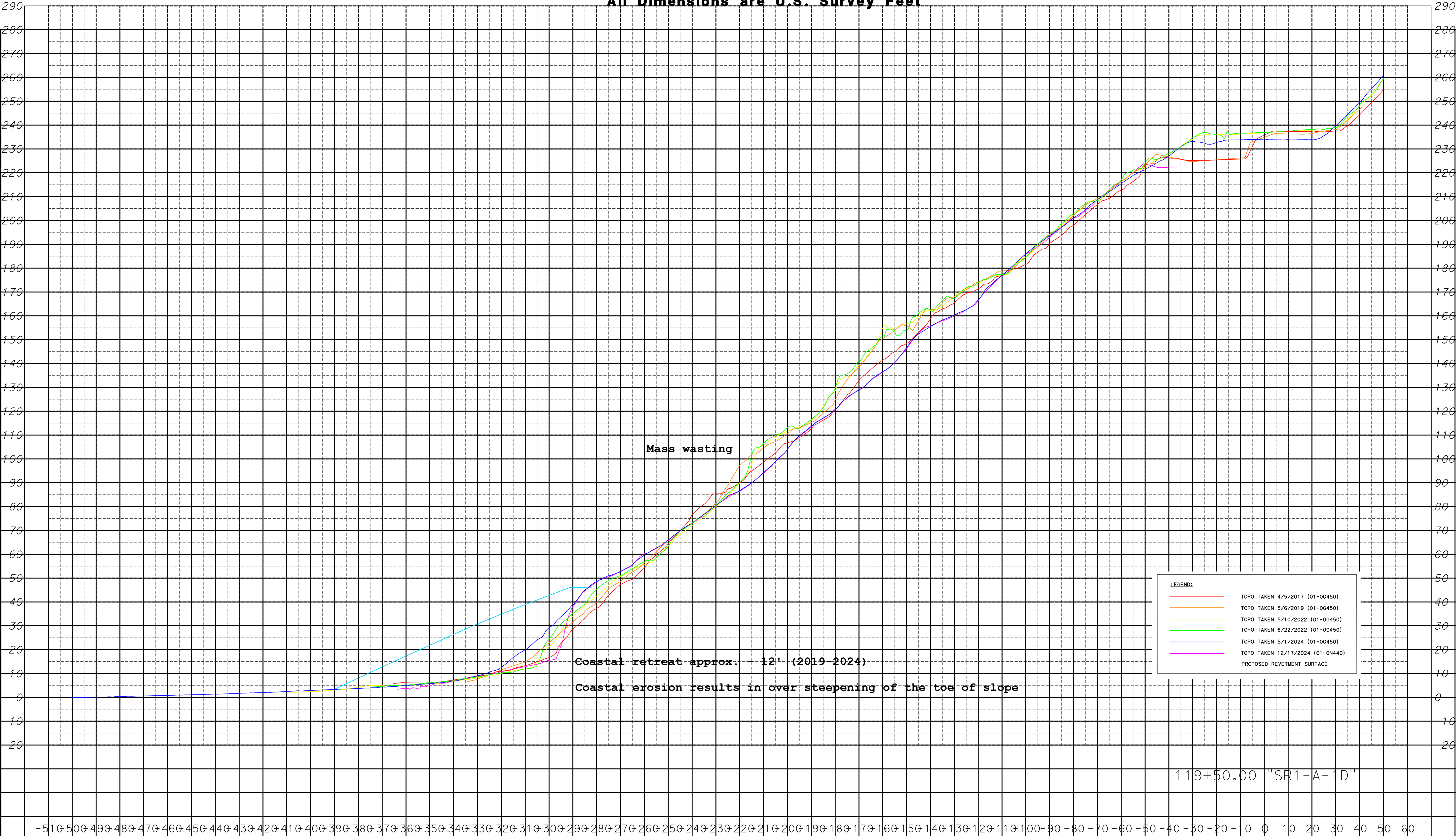
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58

DESIGN STUDY ONLY

All Dimensions are U.S. Survey Feet



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1" = 20' Vert  
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PLOTTED DATE: 02/27/2025

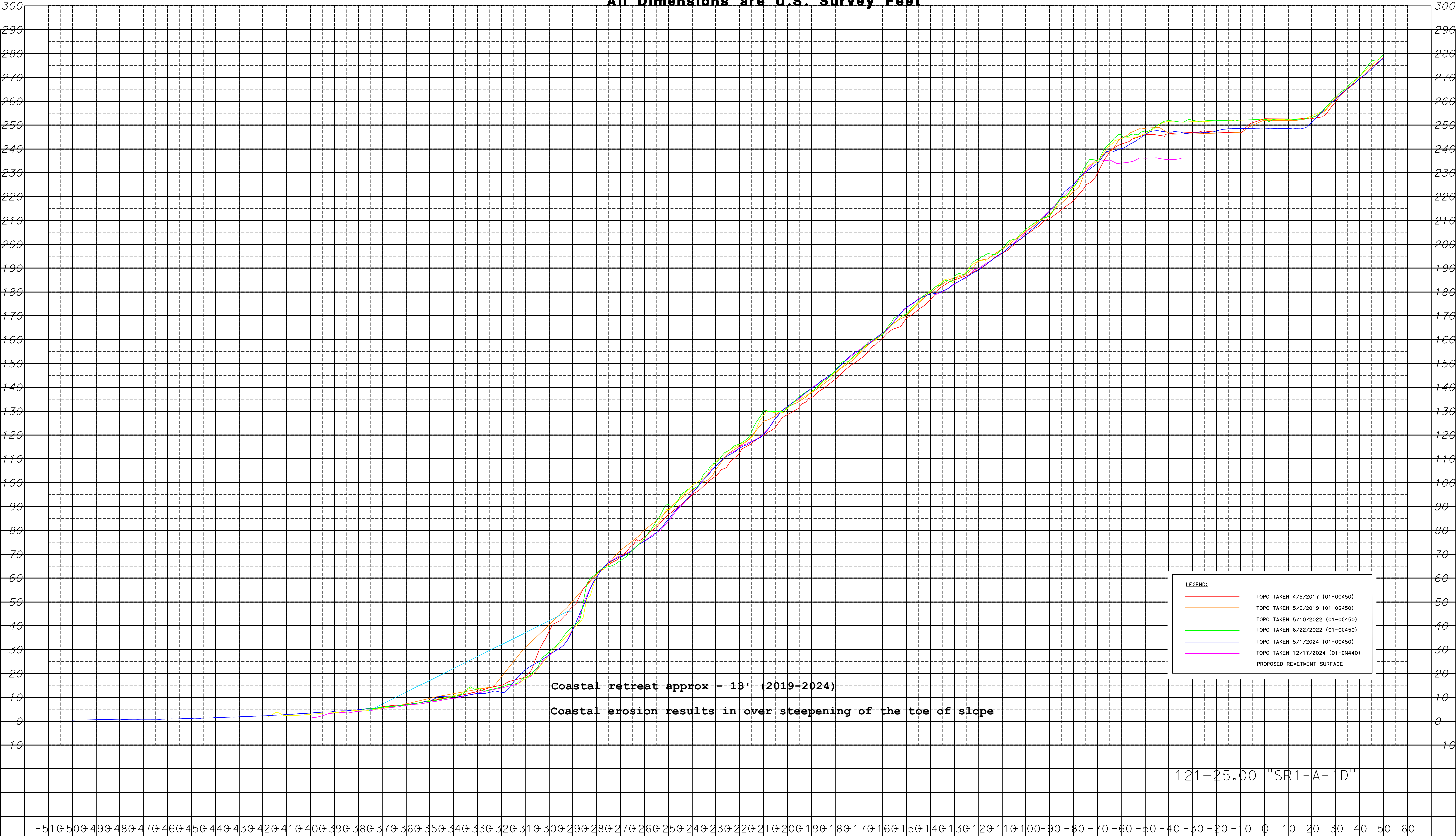
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All Dimensions are U.S. Survey Feet



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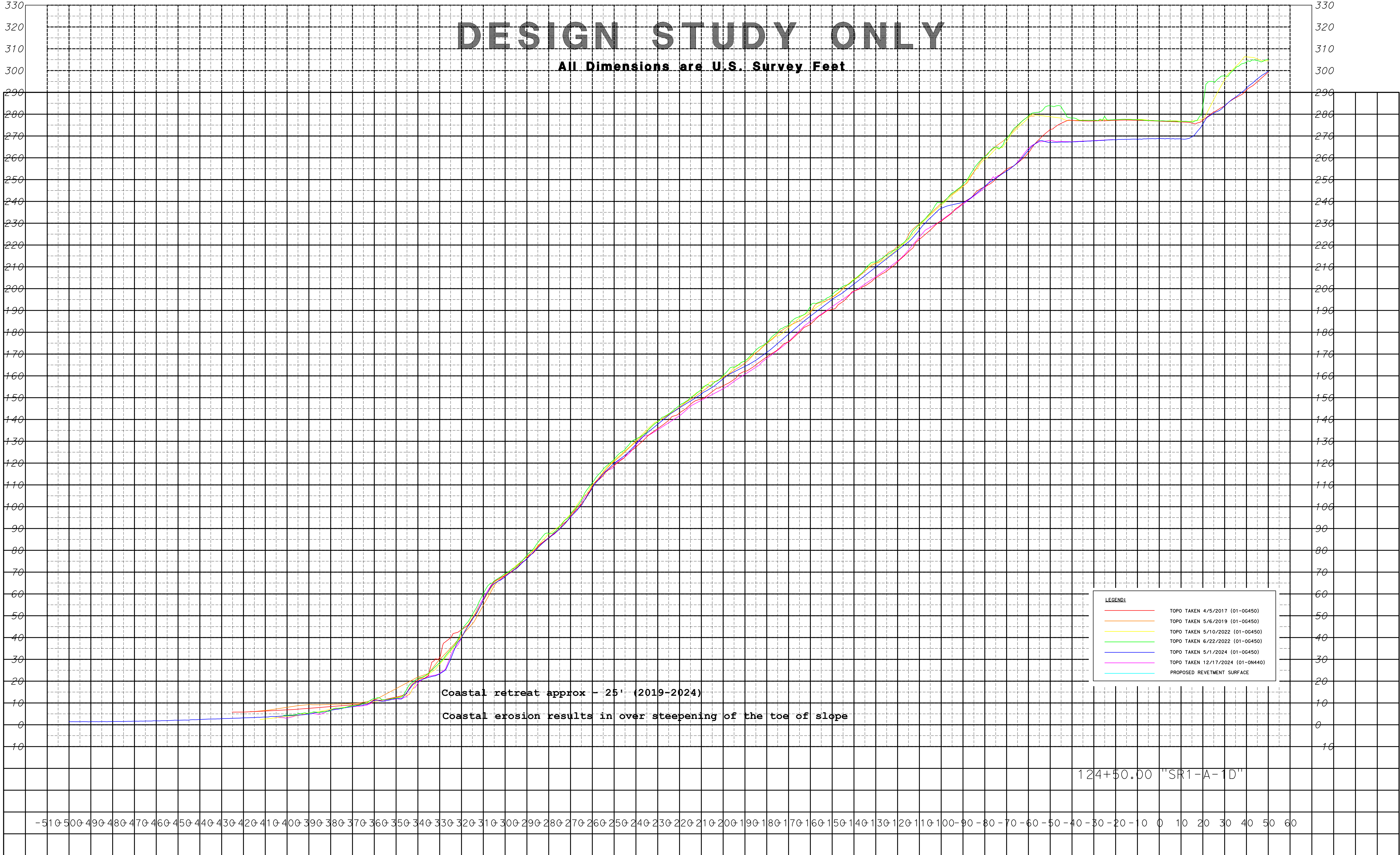
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48 OF 58

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# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3W)**

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**To: BOARD OF SUPERVISORS**

**From:** Sheriff-Coroner

**Meeting Date:** April 8, 2025

**Department Contact:** Matthew Kendall

**Phone:** 707-463-4085

**Department Contact:** Megan Miltimore

**Phone:** 707-468-3451

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Proclamation Recognizing April 13-19, 2025, as National Public Safety Telecommunicators (Dispatchers) Week in Mendocino County

**Recommended Action/Motion:**

Adopt Proclamation recognizing April 13-19, 2025, as National Public Safety Telecommunicators (Dispatchers) Week in Mendocino County; and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

The 2024 Proclamation for National Public Safety Telecommunicators (Dispatchers) Week in Mendocino County was adopted by the Board on April 9, 2024.

**Summary of Request:**

Public Safety Telecommunicators (Dispatchers) are often the first link between the public and first responders. Their job is to quickly assess the call, the situation, the need and who to best fill the need. They dispatch the required help and monitor radio frequencies to ensure the safety of the first responders. At times, they are required to coordinate with other dispatch centers, transfer calls in a timely manner, if necessary, and simultaneously enter data into complicated computer systems and software. Dispatchers must remain calm, collected, courteous and professional while helping distressed callers. They sometimes need to direct callers to perform life-saving tasks while awaiting help from first responders. The service must be covered 24/7/365 under all circumstances. With great thanks and appreciation, Mendocino County recognizes all Public Safety Telecommunicators at work in our county for a job well done. The Sheriff's Office invites everyone to recognize their local Public Safety Telecommunicators during the week of April 13-19, 2025, which is set aside as National Public Safety Telecommunicators Week.

**Alternative Action/Motion:**

Return to staff for alternate handling.

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

**Supervisory District:** All

**Vote Requirement:** Majority

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**Item #: 3w)**

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

**Fiscal Details:**

**source of funding:** N/A

**current f/y cost:** \$0.00

**budget clarification:** N/A

**annual recurring cost:** \$0.00

**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:** April 9, 2025





# PROCLAMATION

## OF THE

### MENDOCINO COUNTY BOARD OF SUPERVISORS

#### RECOGNIZING NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK OF APRIL 13-19, 2025

**WHEREAS**, emergencies can occur at any time that require law enforcement, fire, emergency medical services, hazardous materials response; and,

**WHEREAS**, Public Safety Telecommunicators (Dispatchers) are the first and most critical contact our citizens have with emergency services during emergency situations and the safety of first responders is dependent upon the quality and accuracy of information obtained from citizens who call any of the dispatch centers in Mendocino County; and,

**WHEREAS**, Public Safety Telecommunicators are the single vital link for the public and law enforcement, fire, emergency, medical service, and hazardous material response. Telecommunicators monitor activities on radio frequencies, providing information and ensuring the safety of first responders; and,

**WHEREAS**, Telecommunicators exhibit compassion, understanding and professionalism under some of the worst circumstances during the performance of their jobs; and,

**WHEREAS**, During the year 2024, the combined total calls for service answered by the Mendocino County Sheriff's Office, the Ukiah Police Department, the Willits Police Department, and the Fort Bragg Police Department was 165,349, and all agencies are able to receive text to 9-1-1; and,

**WHEREAS**, Telecommunicators are required to quickly assess incoming calls, dispatch the appropriate units, coordinate with other dispatch centers and in some cases transfer calls to other dispatch centers all while simultaneously using complicated computer programs and software applications while keeping callers calm and focused is a testament to the power of the human spirit; and,

**WHEREAS**, Public Safety Telecommunicators are dedicated and highly skilled public servants who work very hard to provide the best service possible to the citizens of our cities and county; services that we could not go without.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Mendocino, hereby proclaims the week of April 13-19, 2025, as:

"National Public Safety Telecommunicators Week"

Dated:

\_\_\_\_\_  
John Haschak, Chair



# Mendocino County Board of Supervisors Agenda Summary

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**Item #: 3X)**

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**To: BOARD OF SUPERVISORS**

**From:** Solid Waste

**Meeting Date:** April 8, 2025

**Department Contact:** Howard N. 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 Third Amendment to BOS Agreement 22-306 (Department of Transportation Agreement Number 220039), Amended and Restated Franchise Agreement for Solid Waste Franchise Area One (Willits, Westport, Laytonville, Covelo and Leggett Areas)

**Recommended Action/Motion:**

Adopt Resolution approving third amendment to BOS Agreement Number 22-306 (Department of Transportation Agreement Number 220039), amended and restated franchise Agreement for Solid Waste franchise area one (Willits, Westport, Laytonville, Covelo and Leggett Areas); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

By Resolution 22-251 (December 13, 2022), the Board approved Board of Supervisors (BOS) Agreement Number (No.) 22-306 / Department of Transportation (DOT) Agreement No. 220039, Amended and Restated Franchise Agreement between County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Franchise Area One. By Resolution 23-202 (December 19, 2023), the Board approved BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, which assigned the Franchise Agreement for Solid Waste Franchise Area No. 1 to Redwood Waste Solutions, Inc. By Resolution 24-157 (November 5, 2024), the Board approved the Second Amendment to the Agreement (BOS Agreement No. 22-306-A2).

**Summary of Request:**

Redwood Waste Solutions (RWS) provides solid waste collection services to all areas of the County, including Solid Waste Franchise Areas 1, 2, 3 and 4, and operates all solid waste transfer stations located within the County. Currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align, rendering future bidding of solid waste services very burdensome and fragmented. DOT staff believes it is in the best interest of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future. RWS is willing to continue providing all services under the agreements until that time. Amendment 3 to BOS Agreement No. 22-306 / DOT Agreement No. 220039 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

**Alternative Action/Motion:**

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**Item #: 3x)**

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Do not approve amendment and provide direction to staff.

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** Districts 3 & 4

**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

Date: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-062

Executed Item Type: Agreement

Number: 22-306-A3



**RESOLUTION NO. 25-062**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT NUMBER 3 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 22-306 / DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 220039, AMENDED AND RESTATED FRANCHISE AGREEMENT FOR SOLID WASTE FRANCHISE AREA ONE (WILLITS, WESTPORT, LAYTONVILLE, COVELO AND LEGGETT AREAS)**

WHEREAS, Board of Supervisors (BOS) Agreement Number (No.) 22-306 / Department of Transportation (DOT) Agreement No. 220039, Amended and Restated Franchise Agreement between County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Franchise Area One, was entered into on December 13, 2022; and

WHEREAS, BOS Agreement No. 22-306 / DOT Agreement No. 22039 was subsequently amended by Amendment 1 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 2 (BOS Agreement No. 22-306-A2) on November 5, 2024; and

WHEREAS, the First Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned the Franchise Agreement for Solid Waste Franchise Area No. 1 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, Amendment No. 3 to BOS Agreement No. 22-306 / DOT Agreement No. 220039 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves Amendment No. 3 to BOS Agreement No. 22-306 / DOT Agreement No. 220039; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

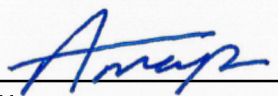
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
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



**THIRD AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 22-306 / DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 220039, AMENDED AND RESTATED FRANCHISE AGREEMENT FOR SOLID WASTE FRANCHISE AREA NUMBER ONE**

This Amendment to Board of Supervisors (BOS) Agreement Number (No.) 22-306 / Department of Transportation (DOT) Agreement No. 220039 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Waste Solutions, Inc., a Delaware Corporation, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 22-306 / DOT Agreement No. 220039, Amended and Restated Franchise Agreement Between County of Mendocino and Solid Waste of Willits, Inc., for Solid Waste Franchise Area One, was entered into December 13, 2022; and

WHEREAS, the First Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, was entered into on December 19, 2023, assigned BOS Agreement No. 22-306 / DOT Agreement No. 220039 to CONTRACTOR; and

WHEREAS, the Second Amendment, BOS Agreement No. 22-306-A2, was entered into on November 5, 2024; and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date of BOS Agreement No. 22-306 / DOT Agreement No. 220039, from December 31, 2029, to June 30, 2032, to align the termination date with the other County Franchise Agreements.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in BOS Agreement No. 22-306 / DOT Agreement No. 220039, as subsequently amended, is hereby extended from December 31, 2029, to June 30, 2032.

All other terms and conditions of BOS Agreement No. 22-306 / DOT Agreement No. 220039 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Howard N. Dashiell 3/24/2025  
HOWARD N. DASHIELL DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 4510/4511

Line Item: 82-6390 (Revenue)

Grant: ☐ Yes ☒ No

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

COUNTY OF MENDOCINO

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 04/08/2025

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

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 04/08/2025

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 03/24/2025

CONTRACTOR/COMPANY NAME

By: Dan Schooler  
Dan Schooler (Mar 25, 2025 14:50 PDT)

Date: 03/25/25

NAME AND ADDRESS OF CONSULTANT:

Redwood Waste Solutions, Inc.

PO Box 630

Ukiah, CA 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa  
COUNTY COUNSEL

Date: 03/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Se O  
Deputy CEO or Designee

Date: 03/24/2025

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

**RESOLUTION NO. 25-062**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT NUMBER 3 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 22-306 / DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 220039, AMENDED AND RESTATED FRANCHISE AGREEMENT FOR SOLID WASTE FRANCHISE AREA ONE (WILLITS, WESTPORT, LAYTONVILLE, COVELO AND LEGGETT AREAS)**

WHEREAS, Board of Supervisors (BOS) Agreement Number (No.) 22-306 / Department of Transportation (DOT) Agreement No. 220039, Amended and Restated Franchise Agreement between County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Franchise Area One, was entered into on December 13, 2022; and

WHEREAS, BOS Agreement No. 22-306 / DOT Agreement No. 22039 was subsequently amended by Amendment 1 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 2 (BOS Agreement No. 22-306-A2) on November 5, 2024; and

WHEREAS, the First Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned the Franchise Agreement for Solid Waste Franchise Area No. 1 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, Amendment No. 3 to BOS Agreement No. 22-306 / DOT Agreement No. 220039 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves Amendment No. 3 to BOS Agreement No. 22-306 / DOT Agreement No. 220039; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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 #: 3y)**

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**To: BOARD OF SUPERVISORS**

**From:** Solid Waste

**Meeting Date:** April 8, 2025

**Department Contact:** Howard N. 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 the Seventh Amendment to BOS Agreement No. 10-140, Franchise Agreement for Solid Waste Franchise Area Three (Anderson Valley Area)

**Recommended Action/Motion:**

Adopt Resolution approving the seventh amendment to BOS Agreement No. 10-140, Franchise Agreement for Solid Waste Franchise Area Three (Anderson Valley Area); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On August 17, 2010, the Board approved Board of Supervisors (BOS) Agreement No. 10-140, Franchise Agreement Between the County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Refuse Collection Area No. Three (Agreement). On March 15, 2011, the Board approved the First Amendment to the Agreement (BOS Agreement No. 11-024). On January 22, 2013, the Board approved the Second Amendment to the Agreement (BOS Agreement No. 10-140-A2). On September 25, 2018, the Board approved the Third Amendment to the Agreement (BOS Agreement No. 10-140-A3). By Resolution 23-062 (March 28, 2023), the Board extended the term of the Agreement, as Amendment Number Four, from December 31, 2024, to December 31, 2029. By Resolution 23-202 (December 19, 2023), the Board approved BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, which assigned the Franchise Agreement for Solid Waste Franchise Area No. 3 to Redwood Waste Solutions, Inc. By Resolution 24-158 (November 5, 2024), the Board approved the Sixth Amendment to the Agreement (BOS Agreement No. 10-140-A6).

**Summary of Request:**

Redwood Waste Solutions (RWS) provides solid waste collection services to all areas of the County, including Solid Waste Franchise Areas 1, 2, 3 and 4, and operates all solid waste transfer stations located within the County. Currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align, rendering future bidding of solid waste services very burdensome and fragmented. DOT staff believes it is in the best interest of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future. RWS is willing to continue providing all services under the agreements until that time. The Seventh Amendment to BOS Agreement No. 10-140 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.



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**Item #: 3y)**

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**Alternative Action/Motion:**

Do not approve amendment 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:**

**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

Date: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-063

Executed Item Type: Agreement

Number: 10-140-A7



## RESOLUTION NO. 25-063

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE SEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 10-140, FRANCHISE AGREEMENT FOR SOLID WASTE FRANCHISE AREA THREE (ANDERSON VALLEY AREA)**

WHEREAS, Board of Supervisors (BOS) Agreement No. 10-140, Franchise Agreement between County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Refuse Collection Area No. Three, was entered into August 17, 2010; and

WHEREAS, BOS Agreement No. 10-140 was subsequently amended by Amendment 1 (BOS Agreement No. 11-024) on March 15, 2011, Amendment 2 (BOS Agreement No. 10-140-A2) on January 22, 2013, Amendment 3 (BOS Agreement No. 10-140-A3) on September 25, 2018, Amendment 4 (Resolution No. 23-062) on March 28, 2023, Amendment 5 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 6 (BOS Agreement No. 10-140-A6) on November 5, 2024; and

WHEREAS, the Fifth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned the Franchise Agreement for Solid Waste Franchise Area No. 3 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, the Seventh Amendment to BOS Agreement No. 10-140 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves the Seventh Amendment to BOS Agreement No. 10-140; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

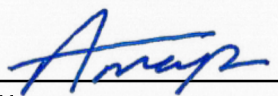
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
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

**SEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 10-140, FRANCHISE AGREEMENT FOR SOLID WASTE REFUSE COLLECTION AREA NUMBER THREE**

This Amendment to Board of Supervisors (BOS) Agreement Number (No.) 10-140 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Waste Solutions, Inc., a Delaware Corporation, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 10-140, Franchise Agreement between County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Refuse Collection Area No. Three, was entered into August 17, 2010; and

WHEREAS, BOS Agreement No. 10-140 was subsequently amended by Amendment 1 (BOS Agreement No. 11-024) on March 15, 2011, Amendment 2 (BOS Agreement No. 10-140-A2) on January 22, 2013, Amendment 3 (BOS Agreement No. 10-140-A3) on September 25, 2018, Amendment 4 (Resolution No. 23-062) on March 28, 2023, Amendment 5 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 6 (BOS Agreement No. 10-140-A6) on November 5, 2024; and

WHEREAS, the Fifth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned BOS Agreement No. 10-140 to CONTRACTOR; and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date of BOS Agreement No. 10-140, from December 31, 2029 to June 30, 2032, to align the termination date with the other County Franchise Agreements.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in BOS Agreement No. 10-140, as subsequently amended, is hereby extended from December 31, 2029, to June 30, 2032.

All other terms and conditions of BOS Agreement No. 10-140 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Howard N. Dashiell 3/24/2025  
HOWARD N. DASHIELL DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 4510/4511

Line Item: 82-6390 (Revenue)

Grant: ☐ Yes ☒ No

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

COUNTY OF MENDOCINO

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 04/08/2025

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

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 04/08/2025

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 03/24/2025

CONTRACTOR/COMPANY NAME

By: Dan Schooler  
Dan Schooler (Mar 25, 2025 14:50 PDT)

Date: 03/25/25

NAME AND ADDRESS OF CONSULTANT:

Redwood Waste Solutions, Inc.

PO Box 630

Ukiah, CA 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa  
COUNTY COUNSEL

Date: 03/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 03/24/2025

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☒

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



**RESOLUTION NO. 25-063**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE SEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 10-140, FRANCHISE AGREEMENT FOR SOLID WASTE FRANCHISE AREA THREE (ANDERSON VALLEY AREA)**

WHEREAS, Board of Supervisors (BOS) Agreement No. 10-140, Franchise Agreement between County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Refuse Collection Area No. Three, was entered into August 17, 2010; and

WHEREAS, BOS Agreement No. 10-140 was subsequently amended by Amendment 1 (BOS Agreement No. 11-024) on March 15, 2011, Amendment 2 (BOS Agreement No. 10-140-A2) on January 22, 2013, Amendment 3 (BOS Agreement No. 10-140-A3) on September 25, 2018, Amendment 4 (Resolution No. 23-062) on March 28, 2023, Amendment 5 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 6 (BOS Agreement No. 10-140-A6) on November 5, 2024; and

WHEREAS, the Fifth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned the Franchise Agreement for Solid Waste Franchise Area No. 3 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, the Seventh Amendment to BOS Agreement No. 10-140 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves the Seventh Amendment to BOS Agreement No. 10-140; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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 #: 3Z)**

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**To: BOARD OF SUPERVISORS**

**From:** Solid Waste

**Meeting Date:** April 8, 2025

**Department Contact:** Howard N. 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 the Seventh Amendment to BOS Agreement No. 10-141, Franchise Agreement for Solid Waste Franchise Area Four (South Coast Area)

**Recommended Action/Motion:**

Adopt Resolution approving the seventh amendment to BOS Agreement No. 10-141, Franchise Agreement for Solid Waste Franchise Area Four (South Coast Area); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On August 17, 2010, the Board approved Board of Supervisors (BOS) Agreement No. 10-141, Franchise Agreement Between the County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Refuse Collection Area No. Four (Agreement). On March 15, 2011, the Board approved the First Amendment to the Agreement (BOS Agreement No. 11-025). On January 22, 2013, the Board approved the Second Amendment to the Agreement (BOS Agreement No. 10-141-A2). On September 25, 2018, the Board approved the Third Amendment to the Agreement (BOS Agreement No. 10-141-A3). On May 17, 2016, the Board approved BOS Agreement No. 10-138 A4, as Amendment 4 to the Agreement (BOS Agreement No. 10-138 A4). By Resolution 23-202 (December 19, 2023), the Board approved BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, which assigned the Franchise Agreement for Solid Waste Franchise Area No. 4 to Redwood Waste Solutions, Inc. By Resolution 24-159 (November 5, 2024), the Board approved the Sixth Amendment to the Agreement (BOS Agreement No. 10-141-A6).

**Summary of Request:**

Redwood Waste Solutions (RWS) provides solid waste collection services to all areas of the County, including Solid Waste Franchise Areas 1, 2, 3 and 4, and operates all solid waste transfer stations located within the County. Currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align, rendering future bidding of solid waste services very burdensome and fragmented. DOT staff believes it is in the best interest of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future. RWS is willing to continue providing all services under the agreements until that time. The Seventh Amendment to BOS Agreement No. 10-141 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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**Item #: 3Z)**

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**Alternative Action/Motion:**

Do not approve amendment 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:**

**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

Date: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-064

Executed Item Type: Agreement

Number: 10-141-A7



## RESOLUTION NO. 25-064

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE SEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 10-141, FRANCHISE AGREEMENT FOR SOLID WASTE REFUSE COLLECTION AREA NUMBER FOUR (SOUTH COAST AREA)**

WHEREAS, Board of Supervisors (BOS) Agreement No. 10-141, Franchise Agreement between County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Refuse Collection Area No. Four, was entered into August 17, 2010; and

WHEREAS, BOS Agreement No. 10-141 was subsequently amended by Amendment 1 (BOS Agreement No. 11-025) on March 15, 2011, Amendment 2 (BOS Agreement No. 10-141-A2) on January 22, 2013, Amendment 3 (BOS Agreement No. 10-141-A3) on September 25, 2018, Amendment 4 (BOS Agreement No. 10-138 A4) on May 17, 2016, and Amendment 5 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 6 (BOS Agreement No. 10-141-A6) on November 5, 2024; and

WHEREAS, the Fifth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned the Franchise Agreement for Solid Waste Franchise Area No. 4 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, the Seventh Amendment to BOS Agreement No. 10-141 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves the Seventh Amendment to BOS Agreement No. 10-141; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

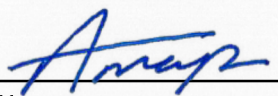
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
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

**SEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 10-141, FRANCHISE AGREEMENT FOR SOLID WASTE REFUSE COLLECTION AREA NUMBER FOUR**

This Amendment to Board of Supervisors (BOS) Agreement Number (No.) 10-141 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Waste Solutions, Inc., a Delaware Corporation, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 10-141, Franchise Agreement between County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Refuse Collection Area No. Four, was entered into August 17, 2010; and

WHEREAS, BOS Agreement No. 10-141 was subsequently amended by Amendment 1 (BOS Agreement No. 11-025) on March 15, 2011, Amendment 2 (BOS Agreement No. 10-141-A2) on January 22, 2013, Amendment 3 (BOS Agreement No. 10-141-A3) on September 25, 2018, Amendment 4 (BOS Agreement No. 10-138 A4) on May 17, 2016, Amendment 5 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 6 (BOS Agreement No. 10-141-A6) on November 5, 2024; and

WHEREAS, the Fifth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned BOS Agreement No. 10-141 to CONTRACTOR; and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date of BOS Agreement No. 10-141, from December 31, 2029 to June 30, 2032, to align the termination date with the other County Franchise Agreements.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in BOS Agreement No. 10-141, as subsequently amended, is hereby extended from December 31, 2029, to June 30, 2032.

All other terms and conditions of BOS Agreement No. 10-141 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Howard N. Dashiell 3/24/2025  
HOWARD N. DASHIELL DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 4510/4511

Line Item: 82-6390 (Revenue)

Grant: ☐ Yes ☒ No

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

COUNTY OF MENDOCINO

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Awrap  
Deputy 04/08/2025

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: Awrap  
Deputy 04/08/2025

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 03/24/2025

CONTRACTOR/COMPANY NAME

By: Dan Schooler  
Dan Schooler (Mar 25, 2025 14:50 PDT)

Date: 03/25/25

NAME AND ADDRESS OF CONSULTANT:

Redwood Waste Solutions, Inc.

PO Box 630

Ukiah, CA 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa  
COUNTY COUNSEL

Date: 03/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 03/24/2025

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

**RESOLUTION NO. 25-064**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE SEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 10-141, FRANCHISE AGREEMENT FOR SOLID WASTE REFUSE COLLECTION AREA NUMBER FOUR (SOUTH COAST AREA)**

WHEREAS, Board of Supervisors (BOS) Agreement No. 10-141, Franchise Agreement between County of Mendocino and Solid Wastes of Willits, Inc., for Solid Waste Refuse Collection Area No. Four, was entered into August 17, 2010; and

WHEREAS, BOS Agreement No. 10-141 was subsequently amended by Amendment 1 (BOS Agreement No. 11-025) on March 15, 2011, Amendment 2 (BOS Agreement No. 10-141-A2) on January 22, 2013, Amendment 3 (BOS Agreement No. 10-141-A3) on September 25, 2018, Amendment 4 (BOS Agreement No. 10-138 A4) on May 17, 2016, and Amendment 5 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 6 (BOS Agreement No. 10-141-A6) on November 5, 2024; and

WHEREAS, the Fifth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned the Franchise Agreement for Solid Waste Franchise Area No. 4 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, the Seventh Amendment to BOS Agreement No. 10-141 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves the Seventh Amendment to BOS Agreement No. 10-141; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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 #:** 3aa)

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**To:** BOARD OF SUPERVISORS

**From:** Solid Waste

**Meeting Date:** April 8, 2025

**Department Contact:** Howard N. 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 Eighth Amendment to BOS Agreement No. 10-138, Transfer Station Operations Agreement and Lease (Albion, Boonville, Gualala, Laytonville, and Potter Valley Areas)

**Recommended Action/Motion:**

Adopt Resolution approving Eighth Amendment to BOS Agreement No. 10-138, Transfer Station Operations Agreement and Lease (Albion, Boonville, Gualala, Laytonville, and Potter Valley Areas); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On August 17, 2010, the Board approved Board of Supervisors (BOS) Agreement Number (No.) 10-138, Transfer Station Operations and Lease between County of Mendocino and Solid Wastes of Willits, Inc. On March 15, 2011, the Board approved Amendment 1 to the Agreement (BOS Agreement No. 11-023). On November 8, 2011, the Board approved Amendment 2 to the Agreement (BOS Agreement no. 10-138-A2). On January 22, 2013, the Board approved Amendment 3a to the Agreement (BOS Agreement No. 10-138-A3). On January 7, 2014, the Board approved Amendment 3b to the Agreement (BOS Agreement No. 10-138-A3). On May 17, 2016, the Board approved Amendment 4 to the Agreement (BOS Agreement No. 10-138-A4). On September 25, 2018, the Board approved Amendment 5 to the Agreement (BOS Agreement No. 10-138-A5). By Resolution No. 23-202 (December 19, 2023), the Board approved BOS Agreement No. 23-214 / Department of Transportation (DOT) Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, which assigned the Transfer Station Operations Agreement and Lease to Redwood Waste Solutions, Inc. (RWS). On February 27, 2024, the Board adopted Resolution No. 24-032, as Amendment 7 to the Agreement.

**Summary of Request:**

Redwood Waste Solutions (RWS) provides solid waste collection services to all areas of the County, including Solid Waste Franchise Areas 1, 2, 3 and 4, and operates all solid waste transfer stations located within the County. Currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align, rendering future bidding of solid waste services very burdensome and fragmented. DOT staff believes it is in the best interest of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future. RWS is willing to continue providing all services under the agreements until that time. Amendment 8 to BOS Agreement No. 10-138 extends the expiration date of the

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**Item #: 3aa)**

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Agreement from December 31, 2029, to June 30, 2032.

**Alternative Action/Motion:**

Do not approve amendment and provide direction to staff.

**Strategic Plan Priority Designation:** A Safe and Healthy County

**Supervisory District:** Districts 1, 3 & 5

**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

Date: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-065

Executed Item Type: Agreement

Number: 10-138-A6



**RESOLUTION NO. 25-065**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT 8 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 10-138, TRANSFER STATION OPERATIONS AGREEMENT AND LEASE (ALBION, BOONVILLE, GUALALA, LAYTONVILLE, AND POTTER VALLEY AREAS)**

WHEREAS, Board of Supervisors (BOS) Agreement No. 10-138, Transfer Station Operations Agreement and Lease between County of Mendocino and Solid Wastes of Willits, Inc., was entered into August 17, 2010, for the operation and lease of Albion, Boonville, Laytonville, Potter Valley, and South Coast Transfer Stations; and

WHEREAS, BOS Agreement No. 10-138 was subsequently amended by Amendment 1 (BOS Agreement No. 11-023) on March 15, 2011, Amendment 2 (BOS Agreement No. 10-138-A2) on November 8, 2011, Amendment 3a (BOS Agreement No. 10-138-A3) on January 22, 2013, Amendment 3b (BOS-10-138-A3) on January 7, 2014, Amendment 4 (BOS Agreement No. 10-138-A4) on May 17, 2016, Amendment 5 (BOS Agreement No. 10-138-A5) on September 25, 2018, Amendment 6 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 7 (Resolution No. 24-032) on February 27, 2024; and

WHEREAS, the Sixth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned BOS Agreement No. 10-138 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, the Amendment 8 to BOS Agreement No. 10-138 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves Amendment 8 to BOS Agreement No. 10-138; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

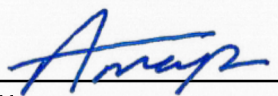
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
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

**EIGHTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 10-138, TRANSFER STATION OPERATIONS AGREEMENT AND LEASE**

This Amendment to Board of Supervisors (BOS) Agreement Number (No.) 10-138 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Waste Solutions, Inc., a Delaware Corporation, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 10-138, Transfer Station Operations Agreement and Lease between County of Mendocino and Solid Wastes of Willits, Inc., was entered into August 17, 2010, for the operation and lease of Albion, Boonville, Laytonville, Potter Valley, and South Coast Transfer Stations; and

WHEREAS, BOS Agreement No. 10-138 was subsequently amended by Amendment 1 (BOS Agreement No. 11-023) on March 15, 2011, Amendment 2 (BOS Agreement No. 10-138-A2) on November 8, 2011, Amendment 3a (BOS Agreement No. 10-138-A3) on January 22, 2013, Amendment 3b (BOS-10-138-A3) on January 7, 2014, Amendment 4 (BOS Agreement No. 10-138-A4) on May 17, 2016, Amendment 5 (BOS Agreement No. 10-138-A5) on September 25, 2018, Amendment 6 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 7 (Resolution No. 24-032) on February 27, 2024; and

WHEREAS, the Sixth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino Assigning Agreements to Redwood Waste Solutions for Solid Waste Franchise Areas Numbers One, Three, and Four, and Albion, Boonville, Laytonville, Potter Valley, South Coast, Covelo and Willits Transfer Stations, entered into on December 19, 2023, assigned BOS Agreement No. 11-008 to CONTRACTOR; and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date of BOS Agreement No. 10-138, from December 31, 2029, to June 30, 2032.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in BOS Agreement No. 10-138, as subsequently amended, is hereby extended from December 31, 2029, to June 30, 2032.



All other terms and conditions of BOS Agreement No. 10-138 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Howard N. Dashiell 3/24/2025  
HOWARD N. DASHIELL DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: N/A

Line Item: N/A

Grant: ☐ Yes ☒ No

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

COUNTY OF MENDOCINO

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 04/08/2025

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

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 04/08/2025

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 12/24/2024

CONTRACTOR/COMPANY NAME

Dan Schooler  
By: Dan Schooler (Mar 25, 2025 14:50 PDT)

Date: 03/25/25

NAME AND ADDRESS OF CONSULTANT:

Redwood Waste Solutions, Inc.

PO Box 630

Ukiah, CA 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa  
COUNTY COUNSEL

Date: 12/24/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 12/24/2024

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: \_\_\_\_\_

## RESOLUTION NO. 25-065

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT 8 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 10-138, TRANSFER STATION OPERATIONS AGREEMENT AND LEASE (ALBION, BOONVILLE, GUALALA, LAYTONVILLE, AND POTTER VALLEY AREAS)**

WHEREAS, Board of Supervisors (BOS) Agreement No. 10-138, Transfer Station Operations Agreement and Lease between County of Mendocino and Solid Wastes of Willits, Inc., was entered into August 17, 2010, for the operation and lease of Albion, Boonville, Laytonville, Potter Valley, and South Coast Transfer Stations; and

WHEREAS, BOS Agreement No. 10-138 was subsequently amended by Amendment 1 (BOS Agreement No. 11-023) on March 15, 2011, Amendment 2 (BOS Agreement No. 10-138-A2) on November 8, 2011, Amendment 3a (BOS Agreement No. 10-138-A3) on January 22, 2013, Amendment 3b (BOS-10-138-A3) on January 7, 2014, Amendment 4 (BOS Agreement No. 10-138-A4) on May 17, 2016, Amendment 5 (BOS Agreement No. 10-138-A5) on September 25, 2018, Amendment 6 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 7 (Resolution No. 24-032) on February 27, 2024; and

WHEREAS, the Sixth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned BOS Agreement No. 10-138 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, the Amendment 8 to BOS Agreement No. 10-138 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves Amendment 8 to BOS Agreement No. 10-138; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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 #:** 3ab)

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**To: BOARD OF SUPERVISORS**

**From:** Solid Waste

**Meeting Date:** April 8, 2025

**Department Contact:** Howard N. 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 Eleventh Amendment to BOS Agreement No. 11-008, Caspar Transfer Station Operations Agreement and Lease (Caspar Area)

**Recommended Action/Motion:**

Adopt Resolution approving eleventh amendment to BOS Agreement No. 11-008, Caspar Transfer Station Operations Agreement and Lease (Caspar Area); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

On January 25, 2011, the Board approved Board of Supervisors (BOS) Agreement Number (No.) 11-008, Caspar Transfer Station Operations and Lease between County of Mendocino and Solid Wastes of Willits, Inc. On November 15, 2011, the Board approved Amendment 1 to the Agreement (BOS Agreement No. 11-008-A1). On January 24, 2012, the Board approved Amendment 2 to the Agreement (BOS Agreement No. 11-008-A2). On January 22, 2013, the Board approved Amendment 3 to the Agreement (BOS Agreement No. 11-008-A3). On April 19, 2016, the Board adopted Resolution No. 16-047. On May 17, 2016, the Board approved Amendment 4a to the Agreement (BOS Agreement No. 11-008-A4). By Resolution 17-102 (July 18, 2017), the Board approved Amendment 4b to the Agreement (BOS Agreement No. 11-008-A4). On September 25, 2018, the Board approved Amendment 6 to the Agreement (BOS Agreement No. 11-008-A6). On May 21, 2019, the Board approved Amendment 7 to the Agreement (BOS Agreement No. 11-008-A7). On May 4, 2021, the Board adopted Resolution No. 21-062, as Amendment 8 to the Agreement. By Resolution No. 23-202 (December 19, 2023), the Board approved BOS Agreement No. 23-214 / Department of Transportation (DOT) Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, as Amendment 9 to the Agreement, which assigned the Caspar Transfer Station Operations Agreement and Lease to Redwood Waste Solutions, Inc. (RWS). On January 7, 2025, the Board adopted Resolution No. 25-018, as Amendment 10 to the Agreement.

**Summary of Request:**

Redwood Waste Solutions (RWS) provides solid waste collection services to all areas of the County, including Solid Waste Franchise Areas 1, 2, 3 and 4, and operates all solid waste transfer stations located within the County. Currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align, rendering future bidding of solid waste services very burdensome and fragmented. DOT staff believes it is in the best interest of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and



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**Item #: 3ab)**

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likely provide for more competitive bids in the future. RWS is willing to continue providing all services under the agreements until that time. Section 4 of BOS Agreement No. 11-007, Joint Powers Agreement Between the County of Mendocino and City of Fort Bragg for Caspar Landfill and Solid Waste Transfer Station, specifies that any amendments to the Operations Agreement (BOS Agreement No. 11-008) that pertain to the Caspar Transfer Station require prior written consent of the City of Fort Bragg. As required, on January 27, 2025, the Fort Bragg City Council passed Resolution No. 4889-2025, which recommended and concurred that the County extend the term of the BOS Agreement No. 11-008 until June 30, 2032. Accordingly, Amendment 11 to BOS Agreement No. 11-008 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

**Alternative Action/Motion:**

Do not approve amendment 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:**

**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

**Date:** April 9, 2025

**Final Status:** **Adopted**

**Executed Item Type:** Resolution

**Number:** 25-066

**Executed Item Type:** Agreement

**Number:** 11-008-A8



## **RESOLUTION NO. 25-066**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT 11 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 11-008, CASPAR TRANSFER STATION OPERATIONS AGREEMENT AND LEASE (CASPAR AREA)**

WHEREAS, Board of Supervisors (BOS) Agreement No. 11-008, Caspar Transfer Station Operations Agreement and Lease between County of Mendocino and Solid Wastes of Willits, Inc., was entered into January 25, 2011; and

WHEREAS, BOS Agreement No. 11-008 was subsequently amended by Amendment 1 (BOS Agreement No. 11-008-A1) on November 15, 2011, Amendment 2 (BOS Agreement No. 11-008-A2) on January 24, 2012, Amendment 3 (BOS Agreement No. 11-008-A3) on January 22, 2013, Amendment 4a (BOS Agreement No. 11-008-A4) on May 17, 2016, Amendment 4b (BOS Agreement No. 11-008-A4) on July 18, 2017, Amendment 6 (BOS Agreement No. 11-008-A6) on September 25, 2018, Amendment 7 (BOS Agreement No. 11-008-A7) on May 21, 2019, Amendment 8 (Resolution No. 21-062) on May 4, 2021, Amendment 9 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 10 (Resolution No. 25-018) on January 7, 2025; and

WHEREAS, the Ninth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned BOS Agreement No. 11-008 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, Section 4 of BOS Agreement No. 11-007, Joint Powers Agreement Between the County of Mendocino and City of Fort Bragg for Caspar Landfill and Solid Waste Transfer Station, specifies that any amendments to the Operations Agreement (BOS Agreement No. 11-008) that pertain to the Caspar Transfer Station require prior written consent of the City of Fort Bragg; and

WHEREAS, as required, on January 27, 2025, the Fort Bragg City Council passed Resolution No. 4889-2025, which recommended and concurred that the County extend the term of the BOS Agreement No. 11-008 until June 30, 2032; and

WHEREAS, the Amendment 11 to BOS Agreement No. 11-008 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves Amendment 11 to BOS Agreement No. 11-008; and


2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

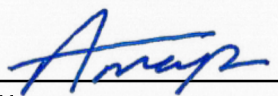
APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
\_\_\_\_\_

  
\_\_\_\_\_  
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

**ELEVENTH AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 11-008, CASPAR TRANSFER STATION OPERATIONS AGREEMENT AND LEASE**

This Amendment to Board of Supervisors (BOS) Agreement Number (No.) 11-008 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Waste Solutions, Inc., a Delaware Corporation, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 11-008, Caspar Transfer Station Operations Agreement and Lease between County of Mendocino and Solid Wastes of Willits, Inc., was entered into January 25, 2011; and

WHEREAS, BOS Agreement No. 11-008 was subsequently amended by Amendment 1 (BOS Agreement No. 11-008-A1) on November 15, 2011, Amendment 2 (BOS Agreement No. 11-008-A2) on January 24, 2012, Amendment 3 (BOS Agreement No. 11-008-A3) on January 22, 2013, Amendment 4a (BOS Agreement No. 11-008-A4) on May 17, 2016, Amendment 4b (BOS Agreement No. 11-008-A4) on July 18, 2017, Amendment 6 (BOS Agreement No. 11-008-A6) on September 25, 2018, Amendment 7 (BOS Agreement No. 11-008-A7) on May 21, 2019, Amendment 8 (Resolution No. 21-062) on May 4, 2021, Amendment 9 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 10 (Resolution No. 25-018) on January 7, 2025; and

WHEREAS, the Ninth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned BOS Agreement No. 11-008 to CONTRACTOR; and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date of BOS Agreement No. 11-008, from December 31, 2029, to June 30, 2032, to align the termination date with the County Franchise Agreements.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in BOS Agreement No. 11-008, as subsequently amended, is hereby extended from December 31, 2029, to June 30, 2032.

All other terms and conditions of BOS Agreement No. 11-008 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Howard N. Dashiell 3/24/2025  
HOWARD N. DASHIELL DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: N/A

Line Item: N/A

Grant: ☐ Yes ☒ No

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

COUNTY OF MENDOCINO

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Amy  
Deputy 04/08/2025

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 04/08/2025

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 03/24/2025

CONTRACTOR/COMPANY NAME

By: Dan Schooler  
Dan Schooler (Mar 25, 2025 14:50 PDT)

Date: 03/25/25

NAME AND ADDRESS OF CONSULTANT:

Redwood Waste Solutions, Inc.

PO Box 630

Ukiah, CA 95482

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Maria L...  
COUNTY COUNSEL

Date: 03/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 03/24/2025

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☒

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



## **RESOLUTION NO. 25-066**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING AMENDMENT 11 TO BOARD OF SUPERVISORS AGREEMENT NUMBER 11-008, CASPAR TRANSFER STATION OPERATIONS AGREEMENT AND LEASE (CASPAR AREA)**

WHEREAS, Board of Supervisors (BOS) Agreement No. 11-008, Caspar Transfer Station Operations Agreement and Lease between County of Mendocino and Solid Wastes of Willits, Inc., was entered into January 25, 2011; and

WHEREAS, BOS Agreement No. 11-008 was subsequently amended by Amendment 1 (BOS Agreement No. 11-008-A1) on November 15, 2011, Amendment 2 (BOS Agreement No. 11-008-A2) on January 24, 2012, Amendment 3 (BOS Agreement No. 11-008-A3) on January 22, 2013, Amendment 4a (BOS Agreement No. 11-008-A4) on May 17, 2016, Amendment 4b (BOS Agreement No. 11-008-A4) on July 18, 2017, Amendment 6 (BOS Agreement No. 11-008-A6) on September 25, 2018, Amendment 7 (BOS Agreement No. 11-008-A7) on May 21, 2019, Amendment 8 (Resolution No. 21-062) on May 4, 2021, Amendment 9 (BOS Agreement No. 23-214 / DOT Agreement No. 230040) on December 19, 2023, and Amendment 10 (Resolution No. 25-018) on January 7, 2025; and

WHEREAS, the Ninth Amendment, BOS Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, entered into on December 19, 2023, assigned BOS Agreement No. 11-008 to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the County; and

WHEREAS, currently, the expiration dates of the agreements for the solid waste collection services and transfer station operation do not align; and

WHEREAS, it is the desire of the County to extend the expiration dates of all the agreements to align with the furthest date of June 30, 2032, to allow for a streamlined bidding process and likely provide for more competitive bids in the future; and

WHEREAS, RWS is willing to continue providing all services under the agreements until that time; and

WHEREAS, Section 4 of BOS Agreement No. 11-007, Joint Powers Agreement Between the County of Mendocino and City of Fort Bragg for Caspar Landfill and Solid Waste Transfer Station, specifies that any amendments to the Operations Agreement (BOS Agreement No. 11-008) that pertain to the Caspar Transfer Station require prior written consent of the City of Fort Bragg; and

WHEREAS, as required, on January 27, 2025, the Fort Bragg City Council passed Resolution No. 4889-2025, which recommended and concurred that the County extend the term of the BOS Agreement No. 11-008 until June 30, 2032; and

WHEREAS, the Amendment 11 to BOS Agreement No. 11-008 extends the expiration date of the Agreement from December 31, 2029, to June 30, 2032.

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

1. Approves Amendment 11 to BOS Agreement No. 11-008; and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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 #:** 3ac)

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**To:** BOARD OF SUPERVISORS

**From:** Transportation

**Meeting Date:** April 8, 2025

**Department Contact:** Howard N. Dashiell

**Phone:** 707-463-4363

**Department Contact:** Alicia Winokur

**Phone:** 707-463-4363

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Approving Notice of Completion and Release of Contract Surety, Department of Transportation Contract Number 240002, 2024 Corrective/Preventative Maintenance on Mountain View Road, County Road 510, at Milepost 0.00 to 24.58 (Boonville Area)

**Recommended Action/Motion:**

Adopt Resolution approving Notice of Completion and release of Contract Surety, Department of Transportation Contract Number 240002, 2024 Corrective/Preventative Maintenance on Mountain View Road, County Road 510, at milepost 0.00 to 24.58 (Boonville Area); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

By Resolution Number (No.) 24-052 (April 9, 2024), the Board of Supervisors authorized Department of Transportation (DOT) to advertise for bids and award DOT Contract No. 240002 to perform 2024 Corrective/Preventative Maintenance on Mountain View Road, County Road 510, at milepost 0.00 to 24.58.

**Summary of Request:**

Work has been completed. DOT would like to file the Notice of Completion to commence the applicable lien periods, and pending no claims, release Contract Sureties after expiration of lien periods. Contract Surety must be released as prescribed by existing laws.

**Alternative Action/Motion:**

Postpone approval of the Notice of Completion and release of Contract Sureties for DOT Contract No. 240002.

**Strategic Plan Priority Designation:** A Prepared and Resilient County

**Supervisory District:** District 5

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** N/A

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**Item #: 3ac)**

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**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

Date: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-067



## **RESOLUTION NO. 25-067**

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 240002, 2024 CORRECTIVE/PREVENTATIVE MAINTENANCE ON MOUNTAIN VIEW ROAD, CR 510, MILEPOST 0.00 TO 24.58**

WHEREAS, By Resolution Number (No.) 24-052 (April 9, 2024), the Board of Supervisors (BOS) authorized Department of Transportation (DOT) to advertise for bids and award DOT Contract No. 240002 for the 2024 Corrective/Preventative Maintenance on Mountain View Road, County Road (CR) 510, Milepost 0.00 to 24.58; and

WHEREAS, on June 13, 2024, DOT awarded DOT Contract No. 240002 to American Pavement Systems Inc., of Modesto, CA, to perform the 2024 Corrective Preventative Maintenance Project; and

WHEREAS, final inspection and submission of contract records for the construction activity on the project was made pursuant to the Recommendation for Acceptance and filing of Notice of Completion accompanying this resolution; and

WHEREAS, Section 9204 of the California Civil Code provides that a public entity may record a notice of completion on or within 15 days after the date of completion of a work of improvement and Section 9200 provides that completion of a work of improvement occurs at the earlier of the acceptance of the work of improvement by the public entity or the cessation of labor on the work of improvement for a continuous period of 60 days; and

WHEREAS, Section 9356 of the California Civil Code provides that a stop payment notice is not effective unless given before the expiration of 30 days after the recordation of a Notice of Completion; and

WHEREAS, Section 9558 of the California Civil Code provides that a claimant may commence an action to enforce the liability on a payment bond no later than six months after the period in which a stop payment notice may be given under Section 9356 of the Civil Code.

WHEREAS, DOT is requesting the authority to issue acceptance of the contract for the purpose of grant funding claims, apart from the actions taken to comply with the above-referenced sections of the California Civil Code, which acceptance would occur following confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR.

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

1. Accepts the completed work, approves the form of Notice of Completion, and authorizes the Director of Transportation to execute the Notice of Completion for DOT Contract No. 240002 and file it with the County Recorder; and
2. Authorizes and directs the Director of Transportation to release, in accordance with the following schedule, the contract bonds filed by the contractor, American Pavement Systems Inc., 1012 11<sup>th</sup> Street Suite 1000, Modesto, CA 95354, pursuant to the provisions of DOT Contract No. 240002 executed July 25, 2024; and
3. Authorizes and directs the Director of Transportation to release, thirty days from the date of recordation of Notice of Completion, upon confirmation with the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against same, the Performance Bond No. 107975020 in the amount of \$7,349,775.53 issued by Travelers Casualty and Surety



Company of America of Hartford, Connecticut; and

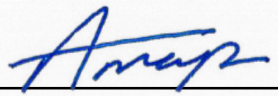
4. Authorizes and directs the Director of Transportation to accept DOT Contract No. 240002 for the purpose of grant funding claims, upon confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR; and
5. Authorizes and directs the Director of Transportation to release, thirty days plus six months from the date of the recordation of Notice of Completion, providing no claims or lawsuits have been filed against same, the Payment Bond No. 107975020 in the amount of \$7,349,775.53 issued by Travelers Casualty and Surety Company of America of Hartford, Connecticut; and.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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. 25-067

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 240002, 2024 CORRECTIVE/PREVENTATIVE MAINTENANCE ON MOUNTAIN VIEW ROAD, CR 510, MILEPOST 0.00 TO 24.58**

WHEREAS, By Resolution Number (No.) 24-052 (April 9, 2024), the Board of Supervisors (BOS) authorized Department of Transportation (DOT) to advertise for bids and award DOT Contract No. 240002 for the 2024 Corrective/Preventative Maintenance on Mountain View Road, County Road (CR) 510, Milepost 0.00 to 24.58; and

WHEREAS, on June 13, 2024, DOT awarded DOT Contract No. 240002 to American Pavement Systems Inc., of Modesto, CA, to perform the 2024 Corrective Preventative Maintenance Project; and

WHEREAS, final inspection and submission of contract records for the construction activity on the project was made pursuant to the Recommendation for Acceptance and filing of Notice of Completion accompanying this resolution; and

WHEREAS, Section 9204 of the California Civil Code provides that a public entity may record a notice of completion on or within 15 days after the date of completion of a work of improvement and Section 9200 provides that completion of a work of improvement occurs at the earlier of the acceptance of the work of improvement by the public entity or the cessation of labor on the work of improvement for a continuous period of 60 days; and

WHEREAS, Section 9356 of the California Civil Code provides that a stop payment notice is not effective unless given before the expiration of 30 days after the recordation of a Notice of Completion; and

WHEREAS, Section 9558 of the California Civil Code provides that a claimant may commence an action to enforce the liability on a payment bond no later than six months after the period in which a stop payment notice may be given under Section 9356 of the Civil Code.

WHEREAS, DOT is requesting the authority to issue acceptance of the contract for the purpose of grant funding claims, apart from the actions taken to comply with the above-referenced sections of the California Civil Code, which acceptance would occur following confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR.

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

1. Accepts the completed work, approves the form of Notice of Completion, and authorizes the Director of Transportation to execute the Notice of Completion for DOT Contract No. 240002 and file it with the County Recorder; and
2. Authorizes and directs the Director of Transportation to release, in accordance with the following schedule, the contract bonds filed by the contractor, American Pavement Systems Inc., 1012 11<sup>th</sup> Street Suite 1000, Modesto, CA 95354, pursuant to the provisions of DOT Contract No. 240002 executed July 25, 2024; and
3. Authorizes and directs the Director of Transportation to release, thirty days from the date of recordation of Notice of Completion, upon confirmation with the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against same, the Performance Bond No. 107975020 in the amount of \$7,349,775.53 issued by Travelers Casualty and Surety

Company of America of Hartford, Connecticut; and

4. Authorizes and directs the Director of Transportation to accept DOT Contract No. 240002 for the purpose of grant funding claims, upon confirmation from the Clerk of the Board and the Auditor that no claims or lawsuits have been filed against CONTRACTOR; and
5. Authorizes and directs the Director of Transportation to release, thirty days plus six months from the date of the recordation of Notice of Completion, providing no claims or lawsuits have been filed against same, the Payment Bond No. 107975020 in the amount of \$7,349,775.53 issued by Travelers Casualty and Surety Company of America of Hartford, Connecticut; and.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

Howard N. Dashiell  
DIRECTOR OF TRANSPORTATION

Road Commissioner  
County Engineer, RCE 42001  
County Surveyor, PLS 7148



**FUNCTIONS**

Administration & Business Services  
Airports  
Engineering  
Land Improvement  
Roads and Bridges  
Solid Waste & Landfills  
Water Agency

**COUNTY OF MENDOCINO  
DEPARTMENT OF TRANSPORTATION**

340 LAKE MENDOCINO DRIVE  
UKIAH, CALIFORNIA 95482-9432  
VOICE (707) 463-4363 FAX (707) 463-5474

March 12, 2025


TO: Howard N. Dashiell, Director of Transportation

FROM: Chris Spengler, Engineering Technician II

RE: NOTICE OF COMPLETION AND RELEASE OF CONTRACT SURETY,  
DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 240002,  
2024 CORRECTIVE/PREVENTATIVE MAINTENANCE PROJECT ON  
MOUNTAIN VIEW ROAD, COUNTY ROAD 510, AT MILEPOST 0.00 TO  
24.58 (BOONVILLE AREA)

I have made the final inspection of the above referenced project, Department of Transportation Contract Number 240002, and now report that all work has been completed in substantial compliance with approved plans, specifications, special provisions, and authorized change orders of the contract.

The project was completed on December 17, 2024 and I recommend its acceptance by the Board of Supervisors.

  
Chris Spengler  
Engineering Technician II

3/12/25  
Date

As Director of Transportation for the County of Mendocino, I hereby recommend acceptance of the above referenced project by the Board of Supervisors.

  
HOWARD N. DASHIELL  
Director of Transportation

3/12/25  
Date

cc: DOT PROJECT NO. 3041-CM2401



When recorded please mail  
copy of this instrument to:

**COUNTY OF MENDOCINO  
DEPARTMENT OF TRANSPORTATION  
340 LAKE MENDOCINO DRIVE, UKIAH, CA 95482**

*No Fee Pursuant to Government Code 27383*

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**SPACE ABOVE THIS LINE FOR RECORDER'S USE  
NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned owner, being the COUNTY OF MENDOCINO, STATE OF CALIFORNIA, acting by and through its BOARD OF SUPERVISORS, caused certain construction and/or improvement work to be performed within the County of Mendocino, which work is generally described as being

**DOT CONTRACT NO. 240002  
2024 CORRECTIVE/PREVENTATIVE MAINTENANCE OF  
MOUNTAIN VIEW ROAD, CR 510, MILE POST 0.00 TO 24.58  
DOT PROJECT NO. 3041-CM2401**

2. The contract for the performance of said construction was awarded to:  
American Pavement Systems Inc.  
1012 11<sup>th</sup> Street Suite 1000  
Modesto, CA 95354
3. On the 17th day of December 2024, said construction was completed in substantial compliance with the approved plans, specifications, and authorized changes thereto.
4. Said Contractor, AMERICAN PAVEMENT SYSTEMS, INC., was the Contractor for said construction and Great American Insurance Company was surety for the Contractor's Bonds.
5. I certify under penalty of perjury under the laws for the State of California that the foregoing is true and correct.

THIS NOTICE is given on this 8<sup>th</sup> day of April, 2025.

COUNTY OF MENDOCINO, UNDERSIGNED OWNER

BY: \_\_\_\_\_

Howard N. Dashiell

DIRECTOR OF TRANSPORTATION



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 3ad)

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**To: BOARD OF SUPERVISORS**

**From:** Transportation

**Meeting Date:** April 8, 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 Authorizing the Department of Transportation to Advertise for Bids and Award Department of Transportation Agreement Number 250001 in the Estimated Amount of \$2,282,170 for the Apron Pavement Reconstruction at Little River Airport, and Authorizing the Director of Transportation to Act as the Airport Sponsor's Official Representative and to Execute the Airport Improvement Program Grant Agreement and Sign Other Necessary Related Documents on Behalf of Mendocino County (Little River Area)

**Recommended Action/Motion:**

Adopt Resolution authorizing the Department of Transportation to advertise for bids and award Department of Transportation Agreement Number 250001 in the estimate amount of \$2,282,170 for the Apron Pavement Reconstruction at Little River Airport, and authorizing the Director of Transportation to act as the Airport Sponsor's official representative and to execute the Airport Improvement Program grant agreement and sign other necessary related documents on behalf of Mendocino County (Little River Area); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

By Resolution Number (No.) 23-140 (July 25, 2023), the Board approved Department of Transportation (DOT) Agreement No. 230025 for on-call aviation engineering and consulting services with Mead & Hunt, Inc., under which design of the apron pavement reconstruction was performed.

**Summary of Request:**

DOT will prepare and administer, through consultant Mead & Hunt, Inc., construction plans, specifications, estimates, and contract documents, for DOT Agreement No. 250001, Apron Pavement Reconstruction at Little River Airport. This project includes pulverization of the existing surface, building a base section, paving with surface drainage improvements, and pavement marking. DOT Agreement No. 250001 is anticipated to be funded by Federal Aviation Administration (FAA) Airport Improvement Plan (AIP) and Airport Infrastructure Grant (AIG) funds, Caltrans Division of Aeronautics (DOA) AIP matching funds, and County local match. The cost is estimated to be \$2,282,170 with \$5,705 in local match to be incurred in Fiscal Year (FY) 2025/26. The FAA has given DOT permission to proceed with project advertisement and the official grant award will be issued after bids are received. DOT is requesting authorization to advertise and award DOT Contract No. 250001 and for the Director of Transportation to act as the airport sponsor's official representative and to execute the grant agreement and sign any other necessary related documents on behalf of Mendocino County if awarded.

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**Item #: 3ad)**

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**Alternative Action/Motion:**

Postpone advertising and awarding of DOT Contract No. 250001.

**Strategic Plan Priority Designation:** A Prepared and Resilient County

**Supervisory District:** District 4

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** FAA AIP & AIG: \$2,168,170 CT DOA: \$108,403 BU 3050 Local Match: \$5,705

**current f/y cost:** See above

**budget clarification:** See above

**annual recurring cost:** N/A

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

**revenue agreement:** No

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

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

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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Executed By: Atlas Pearson, Senior Deputy Clerk

Date: April 9, 2025

Final Status: **Adopted**

Executed Item Type: Resolution

Number: 25-068



**RESOLUTION NO. 25-068**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DEPARTMENT OF TRANSPORTATION TO ADVERTISE FOR BIDS AND AWARD DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 250001 IN THE ESTIMATED AMOUNT OF \$2,282,170 FOR THE APRON PAVEMENT RECONSTRUCTION AT LITTLE RIVER AIRPORT, AND AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO ACT AS THE AIRPORT SPONSOR'S OFFICIAL REPRESENTATIVE AND TO EXECUTE THE AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT AND SIGN OTHER NECESSARY RELATED DOCUMENTS ON BEHALF OF MENDOCINO COUNTY (LITTLE RIVER AREA)**

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to reconstruct the apron pavement at Little River Airport; and

WHEREAS, the costs of reconstruction of the apron at Little River Airport, estimated to be \$2,282,170, are anticipated to be paid for by Federal Aviation Administration (FAA) Airport Improvement Program (AIP), Caltrans Division of Aeronautics AIP matching funds, and local match; and

WHEREAS, funding to accommodate construction costs will be budgeted through Budget Unit 3050 (Fiscal Year 2025/26); and

WHEREAS, under Section 20142 of the California Public Contract Code the Board of Supervisors may authorize the Director of Transportation to execute contract change orders subject to certain cost limitations; and

WHEREAS, by Resolution Number (No.) 24-101, the Board of Supervisors authorized the Director of Transportation to execute changes to any DOT contract that exceeds \$250,000 by up to \$25,000, plus 5% of the amount of the original contract costs in excess of \$250,000 and in no event shall any change order or alteration exceed \$210,000; and

WHEREAS, upon receipt of authorization from FAA to solicit bids, DOT recommends proceeding with advertisement for bids and award of contract; and

WHEREAS, following receipt of bids, DOT anticipates receiving an official AIP grant award from FAA.

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

1. Authorizes and directs the Director of Transportation, upon receipt of authorization from FAA to solicit bids, to sign the Notice to Bidders inviting bids for DOT Agreement No. 250001 for reconstruction of the apron pavement at the Little River Airport; and
2. Authorizes and directs the Director of Transportation to award DOT Agreement No. 250001, upon receipt of AIP grant award and confirmation of an appropriate low bidder and acceptable contract documents by County Counsel and Risk Management, and report the results to the Board through the applicable CEO's Report; and

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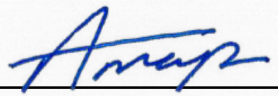
3. Authorizes the Director of Transportation to act as the airport sponsor's official representative and to execute the FAA AIP grant agreement and sign any other related documents on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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. 25-068

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DEPARTMENT OF TRANSPORTATION TO ADVERTISE FOR BIDS AND AWARD DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 250001 IN THE ESTIMATED AMOUNT OF \$2,282,170 FOR THE APRON PAVEMENT RECONSTRUCTION AT LITTLE RIVER AIRPORT, AND AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO ACT AS THE AIRPORT SPONSOR'S OFFICIAL REPRESENTATIVE AND TO EXECUTE THE AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT AND SIGN OTHER NECESSARY RELATED DOCUMENTS ON BEHALF OF MENDOCINO COUNTY (LITTLE RIVER AREA)**

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to reconstruct the apron pavement at Little River Airport; and

WHEREAS, the costs of reconstruction of the apron at Little River Airport, estimated to be \$2,282,170, are anticipated to be paid for by Federal Aviation Administration (FAA) Airport Improvement Program (AIP), Caltrans Division of Aeronautics AIP matching funds, and local match; and

WHEREAS, funding to accommodate construction costs will be budgeted through Budget Unit 3050 (Fiscal Year 2025/26); and

WHEREAS, under Section 20142 of the California Public Contract Code the Board of Supervisors may authorize the Director of Transportation to execute contract change orders subject to certain cost limitations; and

WHEREAS, by Resolution Number (No.) 24-101, the Board of Supervisors authorized the Director of Transportation to execute changes to any DOT contract that exceeds \$250,000 by up to \$25,000, plus 5% of the amount of the original contract costs in excess of \$250,000 and in no event shall any change order or alteration exceed \$210,000; and

WHEREAS, upon receipt of authorization from FAA to solicit bids, DOT recommends proceeding with advertisement for bids and award of contract; and

WHEREAS, following receipt of bids, DOT anticipates receiving an official AIP grant award from FAA.

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

1. Authorizes and directs the Director of Transportation, upon receipt of authorization from FAA to solicit bids, to sign the Notice to Bidders inviting bids for DOT Agreement No. 250001 for reconstruction of the apron pavement at the Little River Airport; and
2. Authorizes and directs the Director of Transportation to award DOT Agreement No. 250001, upon receipt of AIP grant award and confirmation of an appropriate low bidder and acceptable contract documents by County Counsel and Risk Management, and report the results to the Board through the applicable CEO's Report; and

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3. Authorizes the Director of Transportation to act as the airport sponsor's official representative and to execute the FAA AIP grant agreement and sign any other related documents on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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



**COUNTY OF MENDOCINO**  
**DEPARTMENT OF TRANSPORTATION**

340 LAKE MENDOCINO DRIVE  
UKIAH, CALIFORNIA 95482-9432  
VOICE (707) 463-4363 FAX (707) 463-5474

April 8, 2025

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

RE: ADOPTION OF RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DEPARTMENT OF TRANSPORTATION TO ADVERTISE FOR BIDS AND AWARD DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 250001 IN THE ESTIMATED AMOUNT OF \$2,282,170 FOR THE APRON PAVEMENT RECONSTRUCTION AT LITTLE RIVER AIRPORT, AND AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO ACT AS THE AIRPORT SPONSOR'S OFFICIAL REPRESENTATIVE AND TO EXECUTE THE AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT AND SIGN OTHER NECESSARY RELATED DOCUMENTS ON BEHALF OF MENDOCINO COUNTY (LITTLE RIVER AREA)

Honorable Board Members:

On July 25, 2023, the Board approved DOT Agreement Number (No.) 230025 with Mead & Hunt, Inc., for on-call aviation engineering and consulting services, under which a work order was agreed upon for engineering design services for the Apron Pavement Rehabilitation. The design is now complete and ready to go to construction. DOT will prepare and administer, through Mead & Hunt, Inc., construction plans, specifications, estimates, and contract documents, for DOT Agreement No. 250001. This project includes pulverizing the existing surface, build a baserock subgrade, pavement, and pavement marking.

DOT Agreement No. 250001 is anticipated to be funded by FAA AIP funds, FAA AIG funds, Caltrans Division of Aeronautics (DOA) AIP matching funds, and County local match. The cost is estimated to be \$2,282,170 with only \$5,705 in local match to be incurred in Fiscal Year 2025/26. Although anticipated, the Caltrans DOA AIP matching funds are not guaranteed, as they are awarded on a first-come, first-serve basis following the award of the FAA grant. If the matching grant is not received, it would result in a local match increase of approximately \$109,000.

Under the AIP grant process, FAA authorizes airports to proceed with project advertisement and provides official grant awards following receipt of bids. DOT is requesting authorization to advertise and award DOT Agreement No. 250001 following authorization from FAA and for the Director of Transportation to act as the airport sponsor's official representative and to execute the

grant agreement and sign any other necessary related documents on behalf of Mendocino County if awarded.

I will, of course, respond to any questions the Board may have.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Howard N. Dashiell", is positioned above the printed name.

HOWARD N. DASHIELL  
Director of Transportation



# Mendocino County Board of Supervisors Agenda Summary

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**Item #:** 3ae)

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**To:** BOARD OF SUPERVISORS

**From:** Transportation

**Meeting Date:** April 8, 2025

**Department Contact:** Howard N. Dashiell

**Phone:** 707-463-4363

**Department Contact:** Alicia Winokur

**Phone:** 707-463-4363

**Item Type:** Consent Agenda

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

**Agenda Title:**

Adoption of Resolution Authorizing the Department of Transportation to Advertise for Bids and Award Department of Transportation Contract Number 250016 for Revegetation Planting Related to the Eureka Hill Bridge Seismic Retrofit Project at Bridge Number 10C0034 on Eureka Hill Road over Garcia River, County Road 505, Milepost 4.92, at an Estimated Cost of \$105,000 (Point Arena Area)

**Recommended Action/Motion:**

Adopt Resolution authorizing the Department of Transportation to advertise for bids and award Department of Transportation Contract Number 250016 for revegetation planting related to the Eureka Hill bridge seismic retrofit project at Bridge Number 10C0034 on Eureka Hill Road over Garcia River, County Road 505, milepost 4.92, at an estimated cost of \$105,000 (Point Arena Area); and authorize Chair to sign same.

**Previous Board/Board Committee Actions:**

By Resolution Number (No.) 21-049 (April 6, 2021), the Board of Supervisors (BOS) authorized the Department of Transportation (DOT) to advertise for bids and award Department of Transportation Contract No. 210021 for construction of the seismic retrofit of Bridge No. 10C0034 on Eureka Hill Road over Garcia River, County Road 505, milepost 4.92, at an estimated cost of \$1,556,500 (Point Arena Area). By Resolution No. 24-051 (April 9, 2024), the BOS approved the Notice of Completion and Release of Contract Surety and authorized the Director of Transportation to accept the contract for Department of Transportation Contract No. 210021 for the seismic retrofit project on Eureka Hill Road over Garcia River, County Road 505, MP 4.92.

**Summary of Request:**

Mendocino County Department of Transportation will prepare and administer plans, specifications, estimates, and contract documents for DOT Contract No. 250016, for revegetation planting related to the Eureka Hill Bridge Seismic Retrofit Project at Bridge No. 10C0034 on Eureka Hill Road over Garcia River, County Road 505, milepost 4.92. This project is for vegetation planting and maintenance to satisfy permit requirements for the Eureka Hill Bridge Seismic Retrofit Project. This project is to be funded through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP), with the local match covered with road funds.

**Alternative Action/Motion:**

Postpone award of the contract and delay commencement of required post-construction mitigation.

**Strategic Plan Priority Designation:** A Prepared and Resilient County



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**Item #: 3ae)**

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**Supervisory District:** District 5

**Vote Requirement:** Majority

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

**Fiscal Details:**

**source of funding:** FHWA HBP (88.53%) Road Fund (11.47%)

**current f/y cost:** \$105,000 (HBP: \$92,956, Road Fund: \$12,044)

**budget clarification:** N/A

**annual recurring cost:** No

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

**revenue agreement:** No

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

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

**CEO Review:** Yes

**CEO Comments:**

**FOR COB USE ONLY**

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**Executed By:** Atlas Pearson, Senior Deputy Clerk

**Date:** April 9, 2025

**Final Status:** **Adopted**

**Executed Item Type:** Resolution

**Number:** 25-069



**RESOLUTION NO. 25-069**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DEPARTMENT OF TRANSPORTATION TO ADVERTISE FOR BIDS AND AWARD DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 250016 FOR REVEGETATION PLANTING RELATED TO THE EUREKA HILL BRIDGE SEISMIC RETROFIT PROJECT AT BRIDGE NUMBER 10C0034 ON EUREKA HILL ROAD OVER GARCIA RIVER, COUNTY ROAD 505, MILEPOST 4.92, AT AN ESTIMATED COST OF \$105,000 (POINT ARENA AREA)**

WHEREAS, the Mendocino County Department of Transportation (DOT) completed construction of its project to seismically retrofit the existing concrete and steel bridge on Eureka Hill Road over the Garcia River, County Road (CR) 505, milepost (MP) 4.92, on December 22, 2023; and

WHEREAS, DOT is required by the California Department of Fish and Wildlife, North Coast Regional Water Quality Control Board, and US Army Corps of Engineers permit requirements to complete post-construction revegetation mitigation and monitoring; and

WHEREAS, the April 2024 California Department of Transportation (Caltrans) Oversight Information Notice introduced a requirement for local public agencies that environmental mitigation work for federal aid projects that involves actual field work or construction activities, including tree planting, must be performed under a construction contract; and

WHEREAS, the costs of mitigation revegetation and associated maintenance required for the retrofit of the existing bridge are estimated to be \$105,000; and

WHEREAS, funding to accommodate post-construction costs has been budgeted through Budget Unit 3041 (Fiscal Year 2024/25 and Fiscal Year 2025/26).

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

1. Authorizes and directs the Director of Transportation to sign the Notice to Bidders inviting bids for DOT Contract No. 250016 for revegetation planting and maintenance required by permit for the seismic retrofit of the Eureka Hill Road Bridge over the Garcia River, CR 505, M.P. 4.92, and

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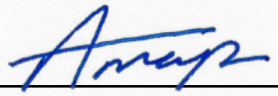
2. Authorizes and directs the Director of Transportation to award DOT Contract No. 250016 upon confirmation of an appropriate low bidder and acceptable contract documents by County Council and Risk Management and report the results to the Board through the applicable Director's report.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Cline, and carried this 8<sup>th</sup> day of April, 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

  
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JOHN HASCHAK, Chair  
Mendocino County Board of Supervisors

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BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

**RESOLUTION NO. 25-069**

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DEPARTMENT OF TRANSPORTATION TO ADVERTISE FOR BIDS AND AWARD DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 250016 FOR REVEGETATION PLANTING RELATED TO THE EUREKA HILL BRIDGE SEISMIC RETROFIT PROJECT AT BRIDGE NUMBER 10C0034 ON EUREKA HILL ROAD OVER GARCIA RIVER, COUNTY ROAD 505, MILEPOST 4.92, AT AN ESTIMATED COST OF \$105,000 (POINT ARENA AREA)**

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WHEREAS, the costs of mitigation revegetation and associated maintenance required for the retrofit of the existing bridge are estimated to be \$105,000; and

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

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

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

ATTEST: DARCIE ANTLE  
Clerk of the Board

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

\_\_\_\_\_  
Deputy

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

BY: DARCIE ANTLE  
Clerk of the Board

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Deputy